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NEGOTIATED AGREEMENT

Between the

CLOVERLEAF LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

and the

CLOVERLEAF EDUCATION ASSOCIATION

July 1, 2012 through June 30, 2015

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PREAMBLE

A. This Collective Bargaining Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the Cloverleaf Local School District Board of Education (hereinafter referred to as the "Board") and the Cloverleaf Education Association (CEA), Ohio Education Association (OEA), and National Education Association (NEA) (hereinafter referred to as the "Association") and sets forth agreements that have been reached by and between the parties and constitutes a binding, contractual agreement between the parties.

B. Entire Agreement

Any and all past agreements between the parties are to be considered null and void upon the execution of this Agreement.

C. Management Rights Clause

Unless the Board agrees otherwise in this Agreement, the Board retains all managerial rights and responsibilities vested in it by the law including the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the employer as a unit of government;
8. Effectively manage the work force; and to
9. Take actions to carry out the mission of the public employer as a governmental unit.

- D. The exercise of the foregoing rights and responsibilities, policies, rules and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement.

ARTICLE I - RECOGNITION

1.01 Bargaining Unit

- A. The Board recognizes the Association as the sole and exclusive representative of the bargaining unit consisting of all regularly employed full-time and part-time classroom teachers, intervention specialists, counselors, media specialists, psychologists, speech and hearing therapists, Title One teachers, tutors, exclusive of the Superintendent, Assistant Superintendents, Directors, Principals, Assistant Principals, Supervisors, members of the Administrative Staff, and all other managerial, professional and confidential personnel as defined in O.R.C. §4117.01. All challenges to recognition of the Association shall be resolved in accordance with O.R.C. Chapter 4117.
- B. Persons employed as a leave of absence replacement for a full school year should be treated as a bargaining unit member for all purposes of this Agreement.

ARTICLE II - GENERAL PROVISIONS

2.01 Non-Discrimination

The Board and the Association agree that there will be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of a bargaining unit member or in the application or administration of this Agreement or any other rule, regulation, or policy relating to the terms and conditions of employment on the basis of race, creed, color, religion, national origin, sex, domicile, union activity or marital status.

2.02 Superintendent/Designee

Unless otherwise indicated, the term "Superintendent" when used in this Agreement is understood to mean the Superintendent or his/her designated representative.

2.03 Severability

If any provision of this Agreement or any application of a provision of this Agreement to a bargaining unit member is determined by an authoritative outside agency, including state or federal court or a state or federal agency to conflict with any federal or state law, regulation, ruling or order whether now effective or hereinafter enacted or issued, such provision or application shall be inoperative, but remaining provisions hereof shall continue in full force and effect. Upon the request

of either the Association or the Board within ten (10) calendar days after knowledge of such determination, the parties will meet for the purpose of negotiating only the provision(s) so affected by that determination.

2.04 Board Policies

The Board will amend its written policies and take such other action as may be necessary in order to give full force and effect to the provision of this Agreement.

2.05 Copies of Agreement

All bargaining unit members shall receive a copy of the Agreement in .pdf format by e-mail within thirty (30) days after execution of the Agreement. The Board will provide twenty (20) copies of the Agreement, within the above timelines, to the Association President.

2.06 Use of School Mailboxes

The Association will have the right to place an Association identification on the mailboxes of all members of the Association and to place notices, circulars and other material in the mailboxes of all bargaining unit members. Such Association identification shall be no larger than 3/4" x 3/4".

2.07 Retroactive

In the event the Association and the Board are unable to ratify a negotiated agreement, when said agreement is ratified, changes shall be retroactive from June 30th.

2.08 Days Defined

Unless otherwise noted, "days" shall mean teacher work days.

ARTICLE III - NEGOTIATION PROCEDURE

3.01 Purpose of Procedure

The Board and Association hereby agree to establish under mutually agreeable terms, a schedule of meetings wherein representatives of the two parties may negotiate in a good-faith effort to reach agreement on items of negotiations raised by either party on matters pertaining to wages, hours, terms, and other conditions of employment and the continuation, modification or deletion of the provisions of the then existing collective bargaining agreement. Such negotiations schedule shall begin no later than ninety (90) calendar days before expiration of this Agreement unless the parties agree otherwise.

3.02 Negotiation Meetings

A. Frequency of Meetings

1. In order to expedite the negotiations process, the Board and the Association may conduct negotiations during the workday for the first two (2) days of bargaining. The Board shall release all members of the Association's negotiations team from their workday responsibilities and will pay for the cost of their substitutes for the first two (2) days of bargaining.
2. The parties shall exchange written proposals regarding those items they wish to negotiate. Thereafter, no new items shall be submitted for bargaining unless by mutual agreement of the parties.

B. Closed Meetings

Negotiation meetings shall be closed to the press and the public.

C. Caucuses During Meetings

Either party may recess for caucuses of reasonable length at any time.

D. Postponement of Meetings

Where unforeseen circumstances make it impossible for the chief negotiator of either party to be in attendance, or cause him/her to be late, it shall be the duty of that party to notify the other as promptly as possible and the parties shall thereupon agree to the time for the next negotiating session.

3.03 Representation

Representation at negotiation meetings shall be limited to seven (7) representatives of the Board which includes the Board Representative, and seven (7) representatives of the Association which includes the OEA/NEA Labor Relations Consultant. All negotiations shall be conducted exclusively between said teams, except that the Board and the Association may have in attendance consultants and/or advisors which shall be one of the seven (7) representatives, unless the parties mutually agree otherwise. The Board and the Association mutually pledge that the representatives selected by each shall have all the necessary power and authority to present relevant data, exchange points of view, make proposals and counter-proposals, to initial tentative agreements, and to effectively recommend acceptance of an agreement by the parties.

3.04 Information

Each party shall furnish the other, upon reasonable request, all available information pertinent to the issue under negotiation and not privileged by law.

3.05 News Release

Either party may issue news releases once a mediator is requested by the parties.

3.06 Final Agreement

Final agreement reached through negotiations shall be reduced to writing and submitted to the Association's members for approval. Upon approval by the members of the Association, the final agreement shall be submitted to the Board for approval. If approved by both parties, the final agreement shall then be signed on behalf of both parties and shall be adopted in resolution form as the policy of the Board.

3.07 Disagreement

A. Request for Mediation

If agreement is not reached within forty-five (45) calendar days after the commencement of negotiations, either party may request the services of a mediator from the Federal Mediation and Conciliation Service.

B. Mediation

1. Mediation conducted under the auspices of the Federal Mediation and Conciliation Service shall continue until a settlement is reached or the expiration of this Agreement, whichever is sooner, and if the parties mutually agree, may continue thereafter. Mediation shall be on all issues on which tentative agreement has not been reached by the parties.
2. The mediator shall have the authority to call meetings for the purpose of promoting an agreement between the parties. All costs incurred for such services shall be shared equally by the Board and the Association.

3.08 Exclusivity of Procedure

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedure set forth in O.R.C. §4117.14. Mediation, as set forth in Section 3.07 of this Article, constitutes the parties' mutually agreed upon, exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in O.R.C. §4117.14. In the event mediation does not result in an agreement by the expiration date of this Agreement

(or such subsequent date as the parties may mutually agree upon), Section §4117.14(D)(2) of the O.R.C. will apply.

ARTICLE IV - GRIEVANCE PROCEDURE

4.01 Definitions

- A. A “grievance” is an alleged misinterpretation, misapplication or violation of a provision of this Agreement.
- B. "Grievant" means the person or group of persons filing the grievance, or the Association.
- C. The term “days” when used in this article, shall mean teacher work days except for summer vacation when weekdays excluding holidays apply.

4.02 Time Limits

Each grievance shall be processed rapidly. The number of days indicated at a step of the procedure shall be maximums, unless extended by mutual consent. If the grievant fails to meet the maximums at any step of the procedure, the grievance shall be considered waived.

4.03 Communication

Except at the informal level, each communication concerning a grievance shall be in writing, hand delivered and receipted or delivered by certified mail. If delivered by certified mail, time limits at the various steps shall be in addition to the time it takes for the mail to be posted and received.

4.04 Rights of the Grievant and the Association

- A. The grievant, at his/her sole discretion may represent himself/herself at any and all levels of the grievance procedure. It shall further be the grievant's right to be accompanied by a representative of the Association of his/her own choosing at all levels.
- B. A certified/licensed staff member may not be represented by any teacher organization other than the Association in any grievance or concern initiated pursuant to the provisions of this Agreement.
- C. Nothing contained herein shall negate the right of any bargaining unit member to present and process a grievance without the assistance of the Association. Any remedy provided such a grievance shall not be inconsistent with the terms of this Agreement.

- D. The Association shall be notified when a grievance has been formally submitted and shall be entitled to be present at all formal grievance levels and to present its views.
- E. When it is necessary at all Levels of the grievance process for a representative, or representatives, designated by the Association to attend a meeting or a hearing called by the Superintendent during the school day, the Superintendent's Office shall so notify the principal of such Association representatives, and they shall be released without loss of pay for such time as their attendance is required at such meeting or hearing.
- F. All proceedings and preliminary decisions shall remain confidential until a final disposition of the grievance is made.
- G. Class Action Grievance

A grievance that affects any bargaining unit member may be filed by the Association on behalf of all affected bargaining unit members. A grievance filed on behalf of more than one (1) bargaining unit member shall be filed at Level II of this procedure within twenty-five (25) days after the act or condition(s) giving rise to the grievance is known.

4.05 Structure of Hearing

- A. A hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. A hearing for Levels I, II, or III shall not be conducted during the workday of the bargaining unit member as defined in Article 6.03 of this Agreement unless approved by the Superintendent.
- B. A hearing held at Levels II, III or IV will be structured so that due process under the circumstances is accorded the parties. The hearing shall have provisions for: initial presentation of the grievant's case, presentation of the administration's case, cross-examination and/or questioning, and final summaries, with either party having the right, at his/her own option, to waive any or all of the foregoing.

4.06 No Reprisal

The fact that a bargaining unit member files a grievance shall not be recorded in his/her personnel file; used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment. Nor shall the grievant, the Association or its officers or employees, or any member of the Board or employee of the Board be placed in

jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.

4.07 Processing the Grievance

A. Level One-Informal Discussion

A grievant shall discuss the grievance with the party at the lowest level who has authority to resolve the grievance. This is usually the building principal or other immediate supervisor, when applicable, unless the Superintendent or Board is the only party with authority.

B. Level Two-Principal/Immediate Supervisor

1. If the grievance is not resolved informally or if no disposition has occurred within twenty-five (25) days from the matter giving rise to the grievance, the grievant shall file the grievance in writing on the form in Appendix C with the Principal or Immediate Supervisor. The grievance shall be signed by the grievant, contain a concise statement of complaint, the facts upon which it is based, the specific provisions of the Agreement alleged to have been violated, and the relief sought.
2. Within five (5) days after receipt of the grievance, the Principal or Immediate Supervisor shall meet with the aggrieved person and his/her representative(s) to discuss the concern. Within five (5) days following the day of the meeting, the Principal or Immediate Supervisor shall render his/her written disposition to the grievance. Such disposition shall be sent to the grievant and the Association.

C. Level Three-Superintendent

1. If the grievant is not satisfied with the disposition of the grievance at Level Two (or if no disposition has been made within the time limit set forth in Level Two), the grievant may, within five (5) days receipt of the Level Two disposition, (or when the time limit set forth in Level Two expired), file the grievance in writing with the Superintendent.
2. Within five (5) days after the filing, the Superintendent shall meet with the grievant(s) and his/her representative(s). Within five (5) days after the meeting, the Superintendent shall give his/her written disposition to the grievant and the Association.

D. Level Four-Arbitration

1. The Association only shall have the right to appeal any grievance, as defined in Article 4.01(A) to arbitration. In the event it is claimed by the Superintendent or Board of Education that a concern filed as a grievance is not a grievance as defined in Article 4.01(A), then such issue may be appealed to arbitration, with the arbitrator having the authority to rule on the arbitrability issue prior to hearing any evidence or issue any ruling on the merits of the grievance.
2. The Association shall notify the American Arbitration Association (AAA), in writing, within fifteen (15) work days after receipt of the written disposition from Level Three, of its intent to appeal the grievance to arbitration. The Association will request the American Arbitration Association (AAA) to provide the parties with a list of nine (9) arbitrators from which the parties can select an arbitrator in accordance with the rules and regulations of the AAA.
3. The Board and the Association shall equally share the fees and expenses of the arbitrator and any expenses incidental to the arbitrator and any expenses incidental to the arbitration proceeding. However, each party shall be responsible for the fees and expenses of its own representative(s).
4. The decision of the arbitrator shall be final and binding upon the Board, the Association, and the grievant.
5. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor have the power to change any practice or policy of the Board except those adopted subsequent to, and alleged to be in violation of this Agreement. The arbitrator shall not imply obligations and conditions binding upon the Board which are contrary to the reserved rights of the Board as set forth in this Agreement or state and federal laws.

ARTICLE V - CONTRACTS

5.01 Teaching Contracts

The Board shall enter into a written contract for the employment and reemployment of each bargaining unit member. Such contract shall be issued in compliance with the applicable provisions of the O.R.C. and this Agreement.

A. Limited Teaching Contract

1. Issuance

A Limited Contract shall be issued to a bargaining unit member in accordance with O.R.C. §§3319.08, 3319.09 and 3319.11.

2. Length

- a. In year one (1) through five (5) the bargaining unit member shall be issued a one (1) year contract.
- b. At the end of the fifth (5th) year the bargaining unit member will be eligible for a three (3) year contract.

B. Continuing Teaching Contract

1. A continuing teaching contract shall be issued to an eligible bargaining unit member, pursuant to Sections 3319.08, 3319.09 and 3319.11 of the Ohio Revised Code.
2. To be considered for a continuing contract effective with the succeeding school year, a bargaining unit member must satisfy the following requirements:
 - a. A member may apply for a continuing contract at anytime once the member believes he/she is eligible. The member must submit the tenure application form (Appendix H) to the Superintendent by October 1 specifying that the member wishes to be considered for, and expects to qualify legally for, continuing contract status effective with the succeeding school year.
 - b. If continuing contract status has not been attained previously in an Ohio public school district, the member must have taught for three (3) or more school years (minimum of half-time capacity each year) in the District during the last five (5) school years.
 - c. If continuing contract status has been attained previously in an Ohio public school district, the member must have served in the District for at least two (2) school years.
 - d. The member must be qualified as described in O.R.C. §3319.08(D) and satisfactory evidence of such must be filed with the Superintendent prior to Board action on the continuing contract.
3. If all the above requirements applicable to an individual member are not satisfied by March 1, the member will not be considered for a continuing contract to be effective with the succeeding school year.

4. A continuing contract will be granted to a bargaining unit member, effective with the succeeding school year, if all the above requirements are satisfied by March 1, and if a continuing contract is recommended by the Superintendent and approved by the Board.
5. In the event the Superintendent believes an extended limited teaching contract [not to exceed two (2) years] is warranted for a bargaining unit member who is otherwise eligible for a continuing contract, the member will receive written notice at least five (5) days prior to any Board action along with reasons directed at professional improvement. The Board must act on an extended limited contract, and the reasons directed at professional improvement must be given to the member on or before April 30th. Upon subsequent reemployment of the member after the expiration of the extended limited contract, only a continuing contract may be entered into. If the Board does not give the member written notice of its affirmative action on the extended limited contract on or before April 30th, the member is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The member is presumed to have accepted employment under the continuing contract unless the member notified the Board in writing to the contrary on or before June 1st, and a continuing contract shall be executed accordingly.
6. If the District intends to implement a general reduction in force under Article XV of the Agreement effective with the start of the succeeding school year, the District will act on all bargaining unit members eligible for continuing contracts as of March 1 and who have satisfied the above requirements for continuing contract eligibility prior to acting to suspend the contracts of those members being laid off. This provision does not apply if the reduction in force is due to the return to duty of a bargaining unit member from a leave of absence.

5.02 Contents of Teaching Contract

- A. Pursuant to O.R.C. in the final year of a limited contract, a contract will be issued to each bargaining unit member. The contract shall contain the following:
 1. The number of workdays in the school year along with the date of the first workday of said school year;
 2. The annual salary and per diem pay of the bargaining unit member;
 3. Step on the salary schedule; and

4. Blocks of credit earned (BA, BA+15, etc.).
- B. The parties agree that an annual salary notice pursuant to O.R.C. §3319.12 shall not be required of the Board until August 15th. The salary notice may be issued electronically.

5.03 Notification of Duties and Building Assignment

Notification will be given in writing if building assignment or grade level (P-8) changes. For all others, building assignment lists will be posted on the web site by August 12.

The Board Office shall notify all certificated staff by August 12 of:

- A. The definition of the regular duties (grade level and/or subject area assignment) of the bargaining unit member; and
- B. The building assignment(s)/home school of the bargaining unit member. It is understood that these duties and assignments may be changed as provided for in Article VI and Article VII of the Agreement.

5.04 Supplemental Limited Teaching Contract

- A. In accordance with O.R.C. §§3319.08, 3319.09 and 3319.11, a supplemental limited teaching contract will be issued to a bargaining unit member who is hired to perform a supplementary duty outside the normal workday established in Article VI. Such contract will be issued prior to the performance of such duty. Compensation for such supplemental duty shall be in accordance with Appendix B of this Agreement.
- B. All supplemental contracts shall be offered in accordance with O.R.C. 3313.53.
- C. In the event that existing supplemental contract positions are substantially altered or new supplemental contract positions are created, the Superintendent or designee will forward to the Association President a job description for the new or altered position along with a compensation level for such a position. The Association President will then have ten (10) days to comment upon the compensation level recommended by the Superintendent. The Superintendent's recommendation, along with any comments or recommendation from the Association President, will be submitted to the Board of Education, which shall make the final decision regarding compensation for the new or substantially altered position. Should the

Association not agree with the Board's salary decision, the Association may raise the issue in the next round of negotiations.

- D. Building administrators will make every effort to ensure an equitable distribution of supervisory duties within their buildings. This will include taking into consideration the schedules of bargaining unit members assigned to a particular building who hold supplemental contracts for the performance of duties in another District facility. In such instances, the principal will endeavor to assign the bargaining unit member/supplemental contract holder supervisory duties in the mornings or at such other times as will enable the bargaining unit member/supplemental contract holder to fulfill his/her supplemental contract duties.
- E. Bargaining unit members who hold District supplemental contracts shall attend after school or evening meetings unless released from this obligation by the building principal. The bargaining unit member's building principal has the authority to release assistant coaches from after school or evening meetings to attend practices. Head coaches may be released from such meetings to attend practices.
- F. At the end of each period of service specified in a Supplemental Contract, said contract shall be nonrenewed automatically without any action by the Board or notice from the Treasurer.
- G. Bargaining unit members who assume a supplemental contract after the start of the normal service period under such contract shall be paid a proportionate amount of the supplemental pay scale for that service.

5.05 Board-Association Agreement Incorporated in Teaching Contract

All provisions of this Agreement entered into by and between the Board and the Association are hereby expressly incorporated into the individual contract of each bargaining unit member. Any changes in this Agreement will become a part of the individual contract on the effective date of said changes. Each individual member is required, by the terms of this Agreement and his/her individual contract, to abide by the duties and responsibilities specified in his/her individual contract and in this Agreement.

ARTICLE VI - WORK HOURS AND WORK LOAD

6.01 Work Year

The work year for a bargaining unit member shall not exceed a total of one hundred eighty-four (184) days divided as follows:

- A. Not to exceed one hundred eighty (180) days for instruction;
- B. Two (2) days for professional meetings for bargaining unit members
- C. One (1) workday at the beginning of the school year and
- D. One (1) records day at the end of the school year.
- E. Two (2) one-half (1/2) day evening parent-teacher conferences each scheduled for four (4) hours at the elementary and middle school levels which shall include a duty free dinner of thirty (30) consecutive minutes for bargaining unit members. Three evening parent-teacher conferences each scheduled for two (2) and one half (2 1/2) hours for teachers at the high school. Should the Board change from trimesters to semesters, the number of high school parent-teacher conferences shall be reduced to two (2), each scheduled in accordance with the above schedule. The Labor Management Committee will determine which day during the school year bargaining unit members will not be required to report to work.
- F. The per diem pay of bargaining unit members shall be computed on the basis of one hundred eighty-four (184) workdays per year.
- G. Up to two (2) delayed start student days for professional development may be scheduled each school year.

6.02 School Calendar

A. Adopted Calendar

The proposed yearly calendar will be submitted to the Labor-Management Committee after receiving the recommendation of the Medina County Calendar Committee. The proposed calendar will include as many known and set dates as possible before being submitted to the Board for final approval. A calendar for each school year covered by this Agreement shall be adopted by the Board and distributed to bargaining unit members. If the calendar is modified, the Association will be advised of the need to consider modification and provide it an opportunity to submit its ideas on modification options in advance of presentation to the Board of the Superintendent's recommendation

for the modified calendar. When the calendar is modified, a copy of such modified calendar will be provided to each bargaining unit member.

B. Input on Calendar Makeup

The Association shall make suggestions to the Board regarding the school calendar; provided, however, that nothing herein shall prohibit the Board from complying with its legal responsibilities in a timely fashion.

6.03 Workday

A. Elementary Work Schedule

1. The elementary teacher overall workday shall be seven and one-half (7 ½) hours. The workday includes a minimum of thirty (30) minutes of duty-free lunch and at least thirty (30) continuous minutes of preparation time daily during the student day. Each classroom teacher shall have at least two hundred (200) minutes of planning time during the student day each week.
2. Elementary teachers shall report to their assigned buildings each day by 8:30 AM and shall remain until 4:00 PM.
3. The workday for bargaining unit members shall consist of no more than three hundred thirty (330) minutes of assigned pupil contact time, with each day as presently established, excluding the homeroom period of not more than fifteen (15) minutes.
4. Duty assignments at the elementary buildings will be made in an equitable fashion. At the building level, staff involvement in finalizing the duty assignments is necessary. Additional meeting times, class load and travel time will be considered in evaluating the equability of assignments.

B. Middle School Work Schedule

1. The middle-school overall work day shall be seven and one-half (7 ½) hours. The work day includes a minimum of thirty (30) minutes of duty-free lunch and one full class period of preparation time daily during the student day.
2. Middle-school teachers shall report to their assigned buildings each day by 7:20 AM and shall remain until 2:50 PM.

3. The workday for bargaining unit members shall consist of no more than three hundred thirty (330) minutes of assigned pupil contact time each day.

C. Senior High School Work Schedule

1. The senior high school overall work day shall be seven and one-half (7 ½) hours. The work day includes a minimum of thirty (30) minutes of duty-free lunch and one full class period of preparation time daily during the student day.
2. High school teachers shall report to their assigned buildings each day by 7:20 AM and shall remain until 2:50 PM.
3. The workday for a bargaining unit member shall consist of no more than three hundred thirty (330) minutes of assigned pupil contact time each day.

- D. Any teacher at the middle school or high school who is assigned seven (7) classes, excluding labs, or exceeds 170 students in classes, exclusive of homeroom, will not be assigned to supervisory duty and every effort will be made to provide a fifth (5th) period plan.

E. Specialists' and Tutor Work Schedule

Guidance counselors, school psychologists, librarians, and speech and hearing therapists overall work day shall be seven and one-half (7 ½) hours. The tutors' work day may be up to seven and one-half (7 ½) hours. The work day includes a minimum of thirty (30) minutes of duty-free lunch. Tutors who plan for and teach a portion of their tutoring period, resulting in assignment of grades and credit, shall receive one half (1/2) class period for planning.

6.04 Administrators and Student Day

During the time a bargaining unit member is assigned to a class, an administrator will be on duty.

6.05 Flex Time Schedule

- A. Bargaining unit members who choose to alter their teaching schedules shall not be required to attend any meeting/duty which requires them to be present before their starting time or to remain beyond their ending time, except parent-teacher conferences provided for in Article 6.01(E).
- B. Bargaining unit members with starting times before 7:20 a.m. (8:30 a.m. in the elementary schools) shall be assigned early lunch. Similarly, those with

ending times after the normal ending time shall be scheduled a late lunch, unless otherwise requested by the bargaining unit member.

- C. On days when weather is a factor, a bargaining unit member who begins before the normal 7:20 a.m. starting (8:30 a.m. in the elementary schools) will be given priority in the snow chain. They shall be contacted in adequate time if classes are canceled.
- D. Bargaining unit members interested in flex time will meet with the building principal to discuss the details of the flex time arrangement. Flex schedules will be worked out on a one-to-one basis. If the member is denied the opportunity to utilize flex time, he/she will receive the reasons for denial in writing, if requested.

6.06 Special Education and IEPs

Special Education teachers/Intervention Specialists, special education tutors, and speech therapists who have the responsibility of developing and writing Individual Education Plans (IEPs) shall be given two (2) release days each year for the purpose of writing the IEPs. Special education tutors who have the responsibility of developing and writing IEPs shall be given three (3) release days each year for the purpose of writing IEPs. Additional days of release time may be granted by the Principal upon request of the bargaining unit member. Additionally, bargaining unit members responsible for the writing and development of IEPs who schedule after-school conferences at times other than the regularly scheduled parent/teacher conferences day(s) shall be excused from attendance at the parent conference activities with the understanding that such teachers are responsible for scheduling their own parent/teacher conferences.

6.07 Co-Teaching Opportunities

The Administration shall ask for volunteers to fill all co-teaching situations prior to assigning bargaining unit members. Members who volunteer or are assigned to a co-teaching situation shall be offered training. Members in a co-teaching assignment shall have coordinated planning time, if possible. When not possible, they will be offered, upon request, one (1) day per quarter/trimester to plan, as a team, during the work day, or they may choose to plan, as a team, on a non-working day (summer, NEOEA day, etc.) at the District substitution rate.

ARTICLE VII - WORKING CONDITIONS

7.01 Meetings Called by Administrators

- A. Teachers may be required to attend up to four (4) after school or before school or evening meetings per year on a District-wide, building, or department basis.

These may include, but are not limited to, such things as PTO meetings, open house (high school will not hold open house), department or grade-level meetings. In addition, each building principal may call a maximum of ten (10) regular staff meetings per school year.

- B. Of the meetings described above, up to three (3) will be scheduled for after school and no more than two (2) will be scheduled for evenings for the reasons stated above.
- C. A bargaining unit member affected by a meeting provided in Article 7.01(A) shall have at least seven (7) calendar days' notice and will not be expected to remain longer than one (1) hour past the normal dismissal time for any after-school meetings. Any meeting cancelled with seven (7) calendar days' notice can also be rescheduled.
- D. Attendance at all other assignments, committees, or meetings other than as provided for in Articles VI and VII will be at the option of the bargaining unit member.

7.02 Class Size

- A. The determination of class size should be consistent with a review of changes in teaching concepts, financial resources, pupil needs, and other such relevant factors. Music and physical education teachers will be exempt from class size restrictions.
- B. The Board and the Association agree that reductions in class size are desirable and to the extent possible such reductions will be made. In the event class size reductions are not possible, the Board shall provide educational aides on the following formula based on attendance figures after the fourth (4th) week of school:

<u>Grades</u>	<u>Classroom Enrollment</u>	<u>Maximum Minutes of Aide Time/Day</u>
K-1	30 and over	150
2-3	30 and over	150
4-6	30 and over	150

- C. In the event that the enrollment falls below the required classroom enrollment number, the educational assistant would remain with that teacher until the end

of the semester unless assistant time is requested prior to the end of the semester by another teacher within that building qualifying for assistant time.

- D. A bargaining unit member may petition the Superintendent in writing up to ten (10) days into the school year for assignment of an aide in the event the enrollment in his/her classroom falls within a range specified above. If the Superintendent determines it probable that the enrollment will continue to fall within any of the ranges described above, for the balance of the school year, such aide time will be provided not more than twenty (20) days after the request has been made. Within ten (10) days into a new semester, the Superintendent will examine enrollment and subsequent placement of an aide, upon request by the teacher.
- E. Notwithstanding the foregoing limits, pupils will not be placed in any classroom in larger numbers than the capacity of the teaching facilities and stations available in that classroom; nor shall they be placed in a classroom unless:
 - 1. There is adequate equipment;
 - 2. It can be safely supervised; and
 - 3. Its arrangements are appropriate to the course content.

7.03 Split Classes

Split classes will be held to a minimum in each building where enrollments are imbalanced. There will be no split classes in the first grade and teaching assignments will be on a voluntary basis unless the situation demands other action.

7.04 Instructional Materials and Supplies

A. Supply Requests

Each bargaining unit member is encouraged to consult with his/her principal or department head regarding supply requests for the following school year. Departmental heads or other bargaining unit members shall meet with the building principal in the spring to help establish the building supply budget based upon appropriations for the following school year.

B. Availability of Textbooks and Materials

Each bargaining unit member shall have, on the first day of school, sufficient textbooks and other instructional materials issued to individual students, from those available from within the school District, for the number of students listed on his/her class roster.

7.05 Medical Tests

A. Location of Tests

Any medical test or X-ray which a bargaining unit member is required by the Board or State Statutes to take shall be made available by the Board within the boundaries of the District.

B. Costs of Tests

If a bargaining unit member declines to take the medical test(s) or X-ray(s) offered by the Board pursuant to the above paragraph, that member must bear the expense of taking the medical test(s) or X-ray(s).

7.06 Teacher Facilities

The Board shall provide and maintain adequate facilities for bargaining unit members. These shall include but not be limited to:

- A. Storage space in the classroom for instructional materials and supplies;
- B. Storage in each building where items of value will be reasonably secured;
- C. Reasonable access to telephone where a personal/professional conversation can be carried on with some degree of privacy; and
- D. At least one (1) faculty work area in each building. Such work area shall contain:
 - 1. Table(s) and chairs;
 - 2. Computer and printer.
- E. Access to copy machine services shall be on a fair and equitable basis.

7.07 Access

- A. Teachers with legitimate reasons to be in the buildings on a regular basis will be issued any key necessary to enable the completion of their jobs. Teachers will have the option to be reissued needed keys immediately after the end-of-year checkout. Irresponsible usage of keys may result in loss of privileges.
- B. Teachers will have access to their rooms two (2) weeks prior to the first day of school, when possible. If not possible, the two (2) week period will occur sometime after August 1 and before the start of school. A cleaning schedule will be posted that delineates available times, and those times will be reflected on the Cloverleaf web site. Supplies, materials and equipment necessary for

beginning-of-the-year preparation will be available for these two (2) weeks for up to seven (7) hours per day.

7.08 Preparation of Electronic Reports

The Administration and Association shall work collaboratively to implement electronic reporting systems. All bargaining unit members shall be offered proper and adequate training before the use of such electronic reporting systems are implemented. Members shall have access to appropriate technology (i.e., computers, high speed internet, and computer software), during the workday, to complete required reporting. Members shall not be held to deadlines for completion of electronic reporting if the Administration fails to provide appropriate technology. Except for the last grading period, the window for submitting electronic reports/grades will close at noon the third day following the close of the grading period. Grades for the last grading period shall be due at the end of the last contracted workday.

7.09 Traveling Teachers

- A. The amount of travel time for a bargaining unit member assigned to more than one (1) building in a day shall be mutually determined by the member and the administration. If the member and the Administration cannot reach consensus on the amount of travel time, then the Superintendent will make the final determination.
- B. The traveling teacher's schedule will include the designated "home school" of the traveling teacher and the Administrator responsible for evaluating the traveling teacher.

ARTICLE VIII – COMPENSATION

8.01 Salary Schedules

The BA base salary of each bargaining unit member covered by this Agreement shall be Thirty Four Thousand Eight Hundred Ninety Two Dollars (\$34,892). For the 2013-14 and 2014-15 school years, step advancement shall occur with the first pay in March. The salary schedules are set forth in Appendix A which are attached hereto and made a part hereof. The Teacher Salary Index Schedule appears in Appendix A which is attached and made a part hereof.

8.02 Placement on the Salary Schedule

Initial placement on the salary schedule shall be according to the following statements:

- A. No more than ten (10) years of experience can be granted in any combination of the following items (Article 8.02 B-I). However, upon mutual agreement of the Superintendent and applicant for employment, the applicant may be credited with fewer years of teaching service than otherwise would apply.
- B. All years of teaching service as a certified teacher in the Cloverleaf Local District, regardless of training level, with each year consisting of at least one hundred twenty (120) days of teaching.
- C. All years of teaching service as a certified teacher in another public school in Ohio with each consisting of at least one hundred twenty (120) days of teaching.
- D. All years of teaching school as a certified teacher in a non-public school chartered by the State of Ohio to a maximum of five (5) years, with each year consisting of at least one hundred twenty (120) days of teaching or substituting.
- E. All years of active military services in the armed forces of the United States, to a maximum of five (5) years. A partial year of active military service consisting of at least eight (8) continuous months shall be counted as a full year.
- F. All years of tutoring in Cloverleaf or another public school district in Ohio. A year is defined as at least Eight Hundred Forty (840) hours of service. Several years can be combined to equal Eight Hundred Forty (840) hours, but not more than one year can be granted for any single school year.
- G. All years of service up to five (5) years in a chartered school or institution or in a school or institution that subsequently became chartered or a chartered special education program or a special education program that subsequently became chartered operated by the state or by a subdivision or other local governmental unit of this state as a certified teacher, with each year consisting of at least one hundred twenty (120) days.
- H. All years of substitute service up to five (5) years in Cloverleaf or another public school in Ohio consisting of at least one hundred twenty (120) days in one district for each year of credit granted.
- I. Upon written recommendation of the Superintendent, the Board of Education may exercise discretion to grant service credit beyond that specified above for teaching service out of Ohio to a maximum of ten (10) years credit as defined in 8.02(A) above. This can be done only due to the urgency of the District's staffing needs and the availability or scarcity of high-quality candidates holding the necessary teaching certifications and/or specific credentials.

8.03 Advance on the Salary Schedule

Upon the completion of academic requirements for an advance in salary increment and filing of an official transcript of grade report with the Superintendent, the salary increment shall become effective as follows:

- A. If filed prior to October 1, the salary increment shall be effective on the first workday of that school year; and
- B. If filed prior to February 1, the salary increment shall be effective to January 1 of that school year.

8.04 Tutor Pay

Tutors shall be compensated at an hourly rate of: .00062 of the BA Base. Tutors who plan for and teach a portion of their tutoring period, resulting in assignment of grades and credit shall be compensated at an hourly rate of .0007 of the BA Base.

8.05 Extra-Curricular Activities

- A. Participation of a bargaining unit member in an extra-curricular activity will be strictly voluntary, and s/he shall be compensated for all such participation in accordance with the provisions of Appendix B of this Agreement.
- B. Supplemental contracts will be paid according to the following schedule:
 - 1. Fall Activities —First pay in November
 - 2. Winter Activities —First pay in March
 - 3. Spring Activities —First pay in June
 - 4. Year Round Activities —First pay in June or upon request one-half (½) paid the First pay in November and one-half (½) paid the first pay in June.

8.06 Motor Vehicle Allowance

A. Right to Reimbursement

A bargaining unit member who is required to use his/her own automobile in the performance of his/her contracted duties and a member who is assigned to work more than one (1) school building per workday shall be reimbursed for required travel. The rate of reimbursement shall apply for all driving required to be done between arrival at the first location at the beginning of his/her workday and from the departure location at the end of his/her workday.

B. Rate of Reimbursement

Reimbursement shall be at the rate allowed by the Internal Revenue Service as of the first day of any calendar year and shall remain at that rate for the balance of the calendar year.

8.07 Severance Pay

A. Right to Severance Pay

1. A bargaining unit member who retires from active teaching service shall be granted Severance Pay. Severance Pay will be based upon the daily rate of pay as determined from the individual's basic teaching contract, exclusive of all supplemental contracts and allowances for extended time, in effect during his/her last day of full-time employment by the Board.
2. Any employee who dies prior to severing employment who would otherwise have been entitled to such payment, shall be deemed to have severed employment the day preceding his/her death. Said payments for such accrued sick leave shall be paid to his/her surviving spouse and/or to his/her estate in the manner provided by law.

B. Retire Defined

1. A bargaining unit member should be deemed retiring when:
 - a. He/She presents a signed affidavit stating that he/she is resigning for the purposes(s) of retiring from active teaching service and the Board has acted, by resolution, to accept the teacher's resignation on the date specified by the teacher. This date must match the State Teachers Retirement System (STRS) retirement date.
 - b. The Treasurer of the District is notified by the State Teachers' Retirement System that the member has retired.
2. When severance pay has been received by the retiree, all unused, accumulated sick leave is surrendered and forfeited.

C. Calculation of Severance Pay

1. Thirty percent (30%) of all accumulated sick leave up to three hundred (300) days at the time of retirement, to be paid at the bargaining unit

member's per diem rate of pay, will be used in the calculation of severance pay.

2. In addition to the severance benefit provided for above, a member retiring from active service shall be granted One Hundred Dollars (\$100.00) for each two (2) years of teaching service in the bargaining unit represented by the Association.

D. Payment of Severance Pay

Bargaining unit members eligible for severance pay shall submit a written application for payment to the Treasurer. The payment will be made in one (1) lump sum within seventy-five (75) calendar days of the last day under contract with the District. If the member wishes to receive the payment via a tax sheltered annuity, that request must be submitted in writing prior to the effective date of retirement and will be paid pursuant to law.

8.08 State Teachers Retirement System (STRS) Pick-up

- A. Effective October 10, 1985, the total annual salary of each bargaining unit member shall be payable by the Board in two (2) parts:
 1. Cash salary; and
 2. Deferred salary (through the salary restatement method of picking up the employee contribution to STRS).
- B. An employee's deferred salary shall equal the amount of the employee contribution to STRS required by law and shall be paid by the Board to STRS on behalf of the employee as a pick-up (by means of the salary restatement method) of the employee contribution otherwise payable by the employee.
- C. An employee's annual cash salary shall be equal to the employee's total contracted annual salary less the employee's deferred salary, and shall be payable subject to applicable payroll deductions to the employee. The Board's total combined expenditure for total annual salary of all bargaining unit members (including deferred salary amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this Section of the Agreement not been in effect.
- D. The Board shall compute and remit its employer contributions to STRS in accordance with this Negotiated Agreement and Ohio Law.
- E. An employee's deferred salary shall be included in the member's total annual salary for the purpose of computing daily rate of pay for determining any

particular salary adjustment to be made due to absence or for any other purpose.

8.09 Early Resignation Pay

Bargaining unit members who resign from their teaching contract on or before March 1st effective at the end of the school year shall receive an additional Five Hundred Dollars (\$500) to be paid within thirty (30) days after the effective date of the resignation.

8.10 Substituting During Planning Period

- A. A bargaining unit member may be requested to cover a class or duty of an absent teacher. If said bargaining unit member agrees to do so and thus surrenders all or part of his/her planning period he/she shall be paid .0008 of the BA base salary. A bargaining unit member shall not be asked to cover a class or supervision during her/his duty free lunch.
- B. Within ten (10) days after the start of each school year, all bargaining unit members shall be canvassed and a roster shall be made indicating each member willing to substitute during his/her planning period(s). A member whose name appears on said roster may be required to substitute during his/her planning period on any given school day unless extraordinary circumstances make such substitution impracticable. Extraordinary circumstances may include, but not be limited to, a pre-scheduled parent conference, a need to prepare a test or set up an experiment for that school day.
- C. A bargaining unit member will not be asked to substitute during a planning period except as a last resort if he/she is not on the roster.
- D. A bargaining unit member shall not be reassigned to cover an absent teacher from his/her normal assigned schedule.

8.11 National Board Certification (NBPTS)

Bargaining unit members who receive National Board Certification (National Board for Professional Teaching Standards) shall receive a one (1)-time stipend of one thousand five hundred (\$1,500) dollars upon proof of completion and certification.

ARTICLE IX - INSURANCE PROVISIONS

- 9.01 In order to be eligible for insurance, an employee must be contracted for at least twenty-five (25) hours per week unless the employee was hired prior to January 1, 1997.

9.02 Employees may not be paid cash in lieu of insurance benefits.

9.03 Right to Change Coverage Status

A bargaining unit member may change the coverage status subject to the rules and regulations of the Stark County COG.

9.04 Coverage Overview

See Plan Booklet for more detailed coverage information.

9.05 Medical

A. The Board will pay eighty-five percent (85%) of the premium and the employee will pay fifteen percent (15%) for full-time employees. No employee premiums will be assessed when the Board receives a premium holiday. Employees whose contracts have been suspended due to reduction-in-force shall not be required to pay insurance premiums for the period June through August.

B. Stark County Schools Council

1. The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, and life insurance through the COG. The coverage shall be the standardized COG specifications.
2. The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a health maintenance organization established pursuant to Chapter 1742 of the Ohio Revised Code.

C. Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.
2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider – Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have “primary” coverage under the District’s insurance.
2. The employee will pay the twenty percent (20%) co-payment to the provider and the remaining eighty percent (80%) will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee’s twenty percent (20%) co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: One Thousand Dollars (\$1,000.00).

F. Diabetic Management Program: Will be part of all PPO programs.

G. Early Retirement Incentive (ERI)

Health Insurance benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays one hundred percent (100%) of the Board cost one (1) month in advance.

H. Specifications – PPO

Specifications shall be as determined by the Stark County COG.

I. Spousal Employees

Bargaining unit members and their spouses who work in the district, will only be eligible for one (1) family medical insurance plan or two (2) single plans.

9.06 Life Insurance

- A. The Board shall purchase term life and accidental death and dismemberment coverage in the amount of Fifty Thousand Dollars (\$50,000.00) for each bargaining unit member. The cost of such insurance and any increase thereof shall be paid by the Board.
- B. Bargaining unit members may purchase additional term life insurance at the group rate, in Five Thousand Dollar (\$5,000.00) increments, up to a maximum of Fifty Thousand Dollars (\$50,000.00) coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by fifty percent (50%) at age sixty-five (65). The specific terms of the policy are contained in the life insurance contract.

9.07 Dental Insurance

The Board shall provide dental coverage and pay eighty-five percent (85%) of the premium for full-time employees and pro-rated based upon the percentage of full-time for part-time employees.

Plan description (summary only):

- 1) Maximum benefits/covered person:
Class I, II or III - \$2,500/person per year.
- 2) Deductible-Ind. \$25 per year
- 3) Deductible-Family \$75 per year
- 4) Co-insurance amounts
 - a) Class I - Prevention 100% of Usual & Customary (no deductible)
 - b) Class II - Basic 80% of Usual & Customary
 - c) Class III - Major 80% of Usual & Customary
 - d) Class IV - Orthodontia 60% of Usual & Customary
- Lifetime maximum Orthodontia \$1,200 per individual

9.08 Section 125 Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

9.09 Section 125 Plan

- A. Subject to the following provisions, the Board shall offer a Section 125 Plan to bargaining unit members. An employee who chooses to participate may establish a flexible spending account to be used for unreimbursed health care expenses and/or for dependent care expenses.
- B. The parties agree that all administrative charges would be shared by each employee who wishes to participate in the 125 Plan. Those employees who enroll in the Section 125 Plan will be charged for administrative fees through payroll deduction.

9.10 Insurance for Laid Off Employees

The Board shall make available to all suspended and non-renewed certificated/licensed employees laid off due to a reduction in force, all rights to maintain the insurance benefits under COBRA.

ARTICLE X - PROGRESSIVE DISCIPLINE

10.01 Disciplinary Proceedings

A bargaining unit member shall have the right to be represented by the Association at conferences with any administrator which the bargaining unit member has reason to believe may affect a continuation of his/her employment or contract status. Should a meeting become disciplinary in nature, a member may request adjournment until appropriate representation is available. It is not the intent of the parties that this provision will prohibit the removal from the classroom of a member in extraordinary circumstances, provided, however, that a disciplinary conference with a representative present shall be held within forty-eight (48) hours of such removal.

10.02 Standards for Discipline

No bargaining unit member shall be disciplined by the Board or any of its agents in an arbitrary and capricious manner or without just cause.

10.03 Progressive Discipline

Disciplinary action shall consist of five (5) steps. It is understood that such action shall be commensurate with the severity of the bargaining unit member's offense, may be initiated at any level, and may include the repetition of an action without progressing to the next step.

Step One: Verbal warning(s).

Step Two: Written warning(s) – will incorporate comments relative to the verbal warnings in substantiation of previous problems. Said written warning(s) will not be placed in the bargaining unit member's personnel file.

Step Three: Written reprimand(s) – will incorporate comments relative to the written warning(s) in substantiation of previous problems.

Step Four: Suspension(s), with or without pay.

Step Five: Termination.

ARTICLE XI - EVALUATION

A. Philosophy

Evaluation of teaching is a process through which there is continuous constructive procedure to improve the quality of instruction. Although its primary responsibility lies with the administrator, evaluation must be cooperative; it must provide a foundation for self-evaluation and self-improvement for the teacher. These evaluation provisions will prevail over those in Section 3319.111 of the Ohio Revised Code.

B. Objectives

1. To assess teacher effectiveness by using appropriate appraisal procedures.
2. Commend exemplary teacher practices.
3. Identify and document observed teacher competencies.
4. Facilitate teacher/evaluator communication
5. Identify areas for improvement and positive assistance.
6. To assist teachers in remedying identified needs.

7. To provide an information source for consideration in administrative decisions affecting continuing contract status, promotion, and re-employment.

11.01 Number of Evaluations

- A. A bargaining unit member who is in the first year of employment shall receive a minimum of three evaluations per school year, each evaluation consisting of an observation of at least 30 minutes in length, and a post-conference with a written evaluation.
- B. A bargaining unit member who is in the second to fifth year of employment shall receive a minimum of one evaluation per school year, each evaluation consisting of an observation of at least 30 minutes in length, and a post-conference with a written evaluation.
- C. Each bargaining unit member on a 3 year limited contract shall receive a minimum of one evaluation during the contract; the evaluation consisting of an observation of at least 30 minutes in length, and a post conference with a written evaluation.
- D. Each bargaining unit member holding a continuing contract shall receive a minimum of one evaluation every five years consisting of an observation of at least 30 minutes in length, and a post-conference with a written evaluation.
- E. If deficiencies are identified in an evaluation, a minimum of two (2) additional evaluations will be conducted.

11.02 Timelines for Evaluations

- A. A copy of the written evaluation will be given to the bargaining unit member at least two days prior to the evaluation conference. A conference will be held within seven (7) days of the observation/evaluation. This timeline may be extended if the bargaining unit member or evaluator is absent.
- B. When three evaluations are required, the first shall be completed by December 1 unless a bargaining unit member is applying for a continuing contract, the second by February 15, and the third by March 31.
- C. The evaluations for bargaining unit members under a limited contract according to the provisions in 11.01 (B) and (C) must be completed by February 15 of the final year of his/her contract.
- D. Evaluations for bargaining unit members on a continuing contract must be completed by May 1.
- E. There will be a pre-conference prior to the first observation which shall occur

no more than two (2) weeks prior to the observations. Additional pre-conferences prior to observations may occur at the discretion of the evaluator.

- F. Notification of non-renewal shall be by registered mail or hand delivered prior to April 30.

11.03 Basis of Evaluations

- A. Each evaluation shall require a minimum of one (1) observation of at least thirty (30) minutes. Observations will not be conducted on the day before or after Winter break and Spring break, on the day after an absence due to an extended illness of more than five (5) days, on staff development release time days, on the first or last day of a grading period, or on the day of the Halloween party, Christmas party, or Valentine's Day party.
- B. Traveling teachers will be observed and evaluated in their home buildings. Upon the request of the traveling teacher and/or administrator, additional observations and evaluations may be made by another administrator.
- C. The evaluator shall take into consideration any circumstances relevant to the teaching profession that may adversely affect the performance of the bargaining unit member being evaluated. The bargaining unit member so affected should communicate those circumstances in the pre or post evaluation conference.
- D. A minimum of thirty (30) consecutive minutes will be allotted for each classroom observation except where by mutual agreement of the teacher and the observer, a period of less than thirty (30) is agreed upon.
- E. Observations and evaluations may only be conducted by the bargaining unit member's principal or a certified administrator.
- F. All observations shall be done in the open and with full knowledge of the teachers.
- G. The evaluator will not use tape recording devices, public address, or visual recording systems and similar devices for observing the work performance of a bargaining unit member without the consent of said member.

11.04 Evaluation Options

- A. A teacher may utilize an option listed below if both the teacher and the evaluating administrator agree to the option.
 - 1. Video tape

2. In-depth self-analysis
 3. Self-designed program (if approved by administrator)
 4. Job targeting
 5. Teacher image questionnaire
 6. Other agreed upon procedure
- B. Such agreed upon options may supplement or replace the regular evaluation procedure depending on agreement of the administrator and bargaining unit member being evaluated.
- C. Teachers in the first five years of their career are not eligible for the above-mentioned options.

11.05 Report of Evaluations

- A. A bargaining unit member's signature on the file copy of the written evaluation reports shall acknowledge that evaluations have been reviewed and discussed with the administrator. A member's signature does not necessarily indicate agreement.
- B. The bargaining unit member shall have the right and opportunity to submit a written statement for attachment to the written evaluation placed in the member's personnel file. The written statement must be filed within ten (10) days following the date the member received the evaluation.

11.06 Peer Assistance Team

Where the administration has identified a specific deficiency(s) for a teacher, the teacher shall be given the option of assistance from a team of peers selected by the teacher in collaboration with the building administration and Association leadership. No administrator shall be on the assistance team and no written or oral statements from assistance team members shall be used as a basis for future evaluation of the teacher. Assistance team members may, but are not limited to, observe the teacher's classes, conduct discussions with the teacher, recommend the teacher observe other classes and offer suggestions for improvement. The Peer Assistance Team will make every effort to utilize planning and conference time to observe and meet with individual teachers. The administration shall conduct any substantive observations and evaluations of the teacher's performance.

11.07 Evaluation Instrument

The evaluation form and guidelines for teachers are in Appendix E. The evaluation form and guidelines for counselors, psychologists, and media specialists are in Appendix F.

11.08 General Provisions

A. Evaluation of overall performance

Nothing included herein shall prohibit administrators from observing the overall performance of a bargaining unit member(s) at any time and from making written and oral comments on such observations of overall performance.

B. Grievance over Evaluation

Any grievance filed pertaining to this evaluation procedure may be filed only with respect to procedural aspects.

11.09 Evaluations of Supplemental Duties

When a bargaining unit member assigned under the Supplemental Salary Schedule is evaluated, such evaluation will be performed by an appropriate administrator with input from an appropriate head coach or director if applicable.

11.10 Evaluation Committee

A. In order to work collaboratively on the creation of a revised evaluation procedure that is consistent with O.R.C. §§3319.111 and 3319.112 and to define comparable evaluations, the Board and the Association shall convene an Evaluation Committee no later than December 1, 2012.

B. The Evaluation Committee shall consist of up to five (5) bargaining unit members and up to five (5) administrators. The Superintendent and Association President shall be responsible for appointing individuals to their respective teams. Participation of Board counsel and/or the OEA/NEA Labor Relations Consultant shall be in addition to the Evaluation Committee limits.

C. The Evaluation Committee will be given a maximum of three (3) release days, to be scheduled by mutual agreement of the Association President and Superintendent.

D. By March 1, 2013, the Evaluation Committee shall make recommendations on a revised Evaluation Procedure and the definition of comparable evaluations to the Board and the Association negotiation teams. If the negotiation teams are unable to reach tentative agreement on a revised evaluation procedure that is consistent with O.R.C. §§3319.111 and 3319.112 and the definition of comparable evaluations by March 1, 2013, either party may request the assistance of the Federal Mediation and Conciliation Service (FMCS). If the parties are unable to reach an agreement

or the Tentative Agreement is not ratified by the Association and the Board, the issues will be submitted to the American Arbitration Association (AAA) for final and binding arbitration utilizing AAA's expedited process. The arbitration decision must be issued no later than June 30, 2013.

ARTICLE XII – LEAVE PROVISIONS

12.01 Sick Leave

A. Accumulation

1. A bargaining unit member shall be allowed to accumulate an unlimited number of sick leave days.
2. A bargaining unit member shall receive notification of his/her total accumulated and use of sick leave per pay period on each pay stub.
3. Sick leave for a member employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in his/her individual contract of employment.

B. Annual Allowance:

Bargaining unit members shall be granted sick leave on the following basis: one and one-quarter days for each completed month of service or fifteen (15) days for each completed year of service.

C. Advance of Sick Leave Day

1. A bargaining unit member who has exhausted his/her accumulated sick leave or who has not yet accumulated five (5) days' sick leave shall be advanced up to five (5) sick leave days per fiscal year to be charged against sick leave subsequently accumulated.
2. Any sick leave earned and unused in prior employment in any public school system or governmental agency in the State of Ohio may be transferred to the bargaining unit member's account in the District at the time of employment provided that such re-employment takes place within ten (10) years of the date on which the member was last terminated from public service.

D. Approved Use of Sick Leave Days:

1. For absence of a bargaining unit member due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and/or the absence of the bargaining unit member due to illness, injury, or death in the immediate family of the member.
2. Use of sick leave after child birth is confined to a total period of forty-five (45) continuous workdays, to be taken contiguous to the birth. Additional time is available upon presentation of a doctor's statement specifying the reason(s) (which could include personal illness or illness of the child) for additional paid leave.
3. For purposes of illness or injury, immediate family shall be interpreted to include father, mother, grandfather, grandmother, brother, sister, spouse, child, step-child, grandchildren, nephew, niece, of the bargaining unit member or his/her spouse, or any member of the family or household who has clearly stood in the same relationship to the member.

E. Miscellaneous Provisions:

1. Absences due to the aforementioned reasons must be charged to sick leave and cannot be charged to any other established leave policy.
2. Sick leave will not be charged for days schools are not in session.
3. Sick leave will be granted for only those sick leave days earned and accumulated except that sick leave may accrue while the bargaining unit member is on paid sick leave.
4. During sick leave, the member cannot be gainfully employed.
5. Any bargaining unit member, whose personal illness extends beyond the period compensated under the sick leave policy, may elect to continue coverage at his/her own expense in accordance with the provisions of COBRA.
6. A member who leaves and returns in the same school year shall be returned to his/her same assignment.

F. Restrictions

Falsification of a statement regarding sick leave may be grounds for suspension or termination of employment pursuant to O.R.C. §3319.16.

12.02 Donation of Sick Leave

- A. If a bargaining unit member is currently absent for thirty (30) consecutive workdays or more due to a catastrophic or long-term illness of the member or his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another bargaining unit member may donate up to five (5) days of his/her accumulated Sick Leave to the absent member. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent. Bargaining unit members whose Sick Leave has been depleted by intermittent use shall not qualify for this benefit.
- B. Restrictions
 - 1. No bargaining unit members may receive more than an aggregate of thirty (30) donated Sick Leave days in any one (1) school year.
 - 2. Donation of sick leave days shall be initiated by a bargaining unit member on a form furnished by the Treasurer, no later than the pay period within which the Sick Leave of the absent member is exhausted. The applying member shall receive the benefit when the application has been approved by the Superintendent and Association President.
 - 3. If the bargaining unit member receiving the donation of Sick Leave benefit cannot return to work at the end of the donation of sick leave benefit, the member shall apply for STRS disability retirement within ten (10) days after the conclusion of the donation of Sick Leave period.

12.03 Bereavement Leave

- A. The intent of bereavement leave is to provide bargaining unit members the ability to make arrangements as well as to provide adequate travel and grieving time for a death outside the immediate family.
- B. A member shall be entitled to up to three (3) days absence with pay for a death outside the member's immediate family as defined in Article 12.01(D). These days will be subtracted from the member's accumulated sick leave.

12.04 Parental Leave

How long a pregnant bargaining unit member may continue in her assignment shall be determined by the member and her doctor. It is expected that as long as she shall work, the pregnant member shall perform all duties and responsibilities of her position.

- A. Leave without pay for a period of two complete school years shall be granted to any bargaining unit member requesting parental leave. Requests for such leave shall be filed with the Superintendent at least thirty (30) days prior to the beginning of the requested leave where the birth of the child or the event causing the need for the leave occurs. All leaves shall be subject to the following conditions:
1. Upon return from such leave, only actual teaching experience will be used in establishing seniority to comply with reduction in force procedure.
 2. Hiring date will be considered only in cases where two or more members have equal experience.
 3. During the term of the leave, no member shall be gainfully employed on a full-time basis during the school day. Full time employment shall be interpreted as a forty (40) hour work week. However, such member may work as a home tutor less than 120 days in the District.
 4. A member on a parental leave of absence may apply and be considered for supplemental limited contracts during the leave of absence period.
- B. Members on parental leave shall be entitled to return from such leave within twenty (20) school days' advance written notice.
- C. Members whose parental leave begins on or after April 15 of any school year shall, at the time of requesting such leave, notify the Superintendent of his/her decision to return or not return the first day of the following school year. This deadline will be extended to August 1st should catastrophic circumstances which involve any members of the immediate household be verified.
- D. Requests for reinstatement from parental leave shall be directed to the Superintendent no later than April 15 prior to the school year in which the member has requested to return.
- E. Members on parental leave may continue any or all group insurance coverage available through COBRA. It is the responsibility of the member to contact the Treasurer's office for this purpose.
- F. The Board will make every effort to return the member to a comparable assignment to that held before going on parental leave. Any member returning from parental leave shall not be entitled to advancement on the salary schedule for the period of absence nor shall any sick leave accrue during that time.

12.05 Reduction in Force

All bargaining unit members granted a parental leave will be subject to all provisions of the Reduction-In-Force Policy contained in Article XV of this Agreement.

12.06 Adoption Leave

- A. A bargaining unit member shall be eligible, upon the adoption of a child in the United States, for a paid leave of absence up to a maximum of forty-five (45) continuous days contiguous to the date of receipt of custody of the adopted child. The member shall provide the Board with evidence of adoption and shall be eligible for such leave no more than once each school year. Such paid leave will be deducted from the member's accumulation of unused sick leave.
- B. It is understood that the adoption of a child outside the United States may entail unusual circumstances. Upon the adoption of a child outside the United States, a bargaining unit member shall be eligible for a paid leave of absence up to a maximum of forty-five (45) total days, those days to be taken before and/or after custody of the child. The scheduling of the forty-five (45) days will be set up between the bargaining unit member and the Superintendent. The member shall provide the Board with evidence of adoption and shall be eligible for such leave no more than once each school year. Such paid leave will be deducted from the member's accumulation of unused sick leave.
- C. All provisions of the parental leave policy shall be applicable to adopting parents.

12.07 Family and Medical Leave Act (FMLA)

A bargaining unit member may use unpaid family leave for the purposes and on the conditions set forth in the federal Family and Medical Leave Act of 1993 and its 2009 amendments as follows:

A. Eligibility

- 1. All bargaining unit members who have accumulated at least one year (1250 hours) of service in the District may apply for family leave under the provisions of the federal Family and Medical Leave Act of 1993.
- 2. An eligible member may take up to twelve (12) work weeks of unpaid leave ("FMLA Leave") in any school year (July 1 to June 30) for one or more of the following circumstances:
 - a. the birth of a member's child and to care for the child;
 - b. the placement of a child with a member for adoption or foster

- care;
 - c. to care for the spouse, child, or parent of a member when that family member has a serious health condition;
 - d. the member's inability to perform the functions of the position because of the member's own serious health condition.
3. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave for the couple for the birth or placement of a child is limited to a total of twelve (12) weeks.
 4. At the end of an FMLA Leave, the Board shall restore a bargaining unit member to the same or an equivalent position.

B. Notice of Intent

A member desiring to use FMLA leave shall notify the Superintendent in writing at least thirty (30) days prior to the beginning of the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the member learns of the need for the leave. The member's notice must specify that FMLA will be the type of leave taken.

C. Intermittent Leave and Reduced-Work Schedule

When medically necessary, a bargaining unit member may take intermittent FMLA Leave or a reduced-work schedule to care for a spouse, child, or parent who has a serious health condition, or if the member has a serious health condition.

D. Insurance Coverage While on Leave

During the leave, for up to twelve (12) weeks per year, the Board shall continue to pay the contributions it makes for a member on the active payroll to continue participation in life, health, prescription drug, and dental insurance.

E. Restrictions

Should an eligible bargaining unit member opt to take another form of unpaid leave as described in Article XII in conjunction with the Family and Medical Leave Act, the Family and Medical Leave Act must be taken prior to taking the other contractual leave.

12.08 Personal Leave

A. Right to Leave

Each bargaining unit member shall, upon appropriate notice to the Superintendent, be entitled to a maximum of three (3) days of non-accumulative personal leave per school year.

B. Notice of Intent to Use Leave

Notice of intent to use personal leave shall be provided by the bargaining unit member completing and delivering to the Superintendent the prescribed form (Appendix G) at least five (5) days in advance of the anticipated absence. However, in the case of an emergency, notice to the Superintendent shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the bargaining unit member can be made. If circumstances make advance requests impossible, the member shall notify the Superintendent of his/her intent to use personal leave as soon as is practicable.

C. Conversion of Personal Leave to Sick Leave

Each unused personal leave day shall be converted to a sick leave day by the first pay in July.

D. Limitations on Leave

Personal leave is provided to permit a bargaining unit member with a means of dealing with personal matters that cannot be handled except during school hours. A member of the bargaining unit shall not use personal leave for:

1. Matters that are covered by other leave provisions specified in this Agreement;
2. Recreation;
3. Accompanying a spouse on a business trip;
4. Vacation; and/or
5. Working at other employment.

E. Falsification or improper use of personal leave may be grounds for suspension or termination of employment pursuant to O.R.C. §3319.16.

12.09 Assault Leave

A. Right to Leave

A bargaining unit member who is absent from work due to a physical disability or physical injury resulting from an assault which occurred in the course of Board employment while performing assigned regular or supplemental duties pursuant to a contract shall be maintained on full pay status for the period of the physical disability or physical injury.

B. Application for Leave

Upon the request of the Superintendent, a bargaining unit member desiring said assault leave shall file the prescribed form (Appendix D). At the request of the Superintendent, for assault leave of more than five (5) days duration, the bargaining unit member may be required to provide a certificate from a licensed physician stating the nature of the physical disability or physical injury and its duration.

C. Restrictions

1. Leave granted under this Article shall not be charged against sick leave earned or earnable under O.R.C. §3319.141 or leave granted under any other Section of this Contract.
2. The pay of a bargaining unit member on assault leave shall be reduced by the amount, if any, received as a benefit from Workers' Compensation to cover loss of pay sustained for injury. However, the bargaining unit member's pay shall not be reduced by benefits received from Workers' Compensation to cover occupational diseases, medical expenses, nursing expenses, hospital services, medicines and/or rehabilitation services.

D. Termination of Leave Benefits

Assault leave benefits shall be discontinued upon the bargaining unit member's ability to return to work or member approval for and receipt of STRS disability retirement benefits, whichever occurs first.

E. Verbal Assault Leave

A bargaining unit member not physically assaulted but who is emotionally distraught due to a threat of physical injury that is direct, specific and plausible may use sick leave up to a maximum of three (3) days, as long as the member reports the threat to the police. The police report must be attached to the Assault Leave Form, Appendix D.

12.10 Professional Leave

- A. Upon written request and approval of the Superintendent, a bargaining unit member to attend professional conferences designed to improve the member's teaching performance in his/her assigned teaching area(s). When such request is approved, the member will be permitted to attend the conference without loss of pay and will be reimbursed for expenses incurred in attending the conference including any registration fee(s) and/or tuition.
- B. Amount and limits of reimbursement for professional leave will be as approved on the professional conference request form.

12.11 Sabbatical Leave for Professional Growth

A. Eligibility

Upon meeting the following conditions, a bargaining unit member may be granted an unpaid Sabbatical Leave for one (1) or two (2) semesters:

1. The bargaining unit member must have been employed in the District for five (5) consecutive years at the time of the leave.
 2. No more than one (1) person per building may be granted Sabbatical Leave at the same time.
- B. Bargaining unit members on Sabbatical Leave will incur no loss in salary or seniority when returning from Sabbatical Leave and shall be entitled to return to the same or similar position at the conclusion of the leave.
 - C. Bargaining unit members on Sabbatical Leave shall be entitled to purchase medical insurance coverage at their own expense under COBRA.
 - D. Sabbatical Leave shall be defined as the professional studies by the bargaining unit member.
 - E. The request for Sabbatical Leave shall be in writing and filed with the Superintendent with as much advance notice as possible but at least thirty (30) days prior to the leave. The written request shall include a description of the proposed program that the member will follow.
 - F. A bargaining unit member may request up to a two (2) year unpaid leave of absence for personal reasons. This request must be approved by the Superintendent.

12.12 Compulsory Leave

- A. A bargaining unit member who, because of events occurring during the course of his/her employment in the school system, is subpoenaed to appear in a legal proceeding, will receive his/her regular compensation less any witness fee received. Expressly excluded from this provision are events occurring outside the course of the member's employment with the Board, and instances where the member or the Association or any of its affiliated organizations is a party to a lawsuit adverse to the Board.
- B. Time spent on compulsory leave will not be charged against any of the leave provisions found in Article XII.

12.13 Jury Leave

- A. A bargaining unit member required by law to report for jury duty shall be granted jury leave for the duration of such duty.
- B. A bargaining unit member on jury leave shall receive his/her full salary and benefits while on said leave.
- C. Time spent on jury leave will not be charged against any of the leave provisions found in Article XII.
- D. If a bargaining unit member is serving on a jury that extends beyond ten (10) school days, the bargaining unit member shall turn jury compensation in to the Board of Education.

12.14 Military Leave

A bargaining unit member engaged in military service will receive leave and reinstatement rights in accordance with the requirements of applicable federal and Ohio law.

ARTICLE XIII - PAYROLL PRACTICES

13.01 Method of Payment/Pay Plan Option

Each bargaining unit member will have the following options as to how s/he will be paid for his/her teaching service: twenty-six (26) or twenty-one (21) bi-weekly payments, paid directly to the member or to a bank chosen by the member. For members on twenty-one (21) pays, the proper deductions that are normally withheld over the summer months will be withheld in the first and second payroll in June. Electronic direct deposit is available upon the request of member. Pay may be direct deposited into one account only. Forms may be obtained from the Treasurer's office.

The Board shall have the right to change from twenty-six (26) and twenty-one (21) pays to twenty-four (24) pays with ninety (90) days' advance notice to the Association and members to be paid on the 10th and 25th of the month. The first pay of each school year shall be September 10. Bargaining unit members hired after June 30, 2002 will be paid through direct deposit. The last pay of the 2011-2012 school year shall be August 24, 2012. The first pay of the 2012-2013 school year shall be September 7, 2012.

13.02 Payment Schedule in the Event of Termination of Services

A. Lump Sum Pay During Work Year

In the event the individual teaching contract is terminated by either party during the school year, the total sum due the bargaining unit member shall be paid at the first scheduled payday following the effective date of resignation. All insurance coverage and/or benefits provided by this Agreement will terminate on the last day of the month of the effective date of resignation.

B. Lump Sum Pay at End of Work Year

1. In the event the individual teaching contract is terminated or not renewed by either party at the end of the school year, the total sum due the bargaining unit member shall be paid within ninety (90) days.
2. All insurance coverages and/or benefits provided by this Agreement will terminate on the last day of the month in which the bargaining unit member terminates employment.
3. If a member is subject to a reduction in force and has been employed the entire school year, the member shall continue on their regular scheduled pay. The member shall continue to receive insurance benefits until August 31.

13.03 Payroll Deductions

In addition to those deductions required by law for municipal, state, and federal income taxes and the State Teachers Retirement System, a bargaining unit member shall be entitled to the following voluntary payroll deductions:

A. Tax Sheltered Annuities

1. The Board shall purchase from a Board-approved list, for any bargaining unit member desiring, a tax sheltered annuity program which may include a 403 (b) plan, a 457 (b) plan or both. Such program shall be with any insurer licensed to do business in the State of Ohio that said bargaining unit member chooses.

2. The cost of such annuity(ies) shall be deducted from the annual salary of the bargaining unit member.
3. Money so deducted shall be forwarded by the Treasurer, on each payroll day to the designated insurance company(ies) with an accounting as to the name and amount contributed by each bargaining unit member. The designated day shall be determined by the insurance company(ies) billing procedures.
4. Authorization for such annuity may be revocable by written notice upon the will of the bargaining unit member.
5. The Board may restrict the timing of the member's salary reduction elections to comply with the requirements of Treasury Regulations Section 1.403(b)-1(b) (3). Members must make their elections in writing.
6. Bargaining unit members are responsible for limiting the amount of their contributions to the Internal Revenue Code limits. The Board may, but is not required to, restrict or limit contributions on behalf of members to the extent the Internal Revenue Code limits or otherwise will be currently subject to income tax.
7. In accordance with O.R.C. Section 9.91, the Board may require all tax-sheltered annuity providers or brokers to execute a reasonable hold harmless agreement protecting the Board from liability. The Board will make reports to the IRS (e.g. from W-2) and withhold federal, state, school district and local income taxes and employment taxes as it believes it is required to do by law.
8. All companies that the members currently use will be maintained as long as at least one member uses the company.
9. The number of companies currently under contract will not be exceeded.
10. When no member is enrolled in a company, that company will be dropped.
11. In order to add a company, at least five employees must enroll.
12. All procedures and practices related to tax-sheltered annuities shall be in compliance with state and federal law.

B. Association Dues

1. Upon the written authorization of the bargaining unit member the Board shall cause to have deducted from said member's wages the prescribed amount of Association dues.
2. Deductions shall be in eighteen (18) equal bimonthly payments beginning in October and ending in June. Each deduction shall be deposited immediately into the bank account of the Association's choice. The standard printout shall be forwarded to the Association Treasurer at this time.
3. The enrollment period for such deduction shall be from September 1 to October 20 of each school year. Authorization shall be on a continuing basis from year to year unless a request for withdrawal is submitted, in writing, to the Treasurer as provided in Article 13.03(C.4).
4. Such deductions shall be irrevocable for periods of one (1) year except that authorization may be withdrawn during the period of the first fifteen (15) days of each school year. Notification of a desire to withdraw from payroll deduction authorization shall be submitted in writing by a bargaining unit member to the Treasurer during such fifteen (15) day period. The Association President shall obtain a copy of such notification from the Treasurer.
5. The balance of the annual deduction shall be deducted from the final paycheck of the bargaining unit member resigning his/her position, receiving a leave of absence, or having his/her employment terminated after October 20 of any school year during the duration of this Agreement.
6. At the time of signing authorization for deduction of Association dues, a bargaining unit member shall be advised of the provisions of this Article.

C. Maintenance of Membership

1. All CEA members as of July 1, 2002, and all new members of the bargaining unit hired on or after July 1, 2002, shall pay a fair share fee to the NEA, OEA, NEOEA, CEA, if they choose not to join the Association.
2. Those persons who are not currently members shall not be affected by this language unless and until such persons have voluntarily elected to join the Association. Once such persons voluntarily choose to join the

Association, they shall be governed by fair share fee requirements in Section G(1) in the future.

3. The fair share fee of those persons covered under Section G(1) shall be certified to the Board by the Treasurer of the CEA and shall not exceed the dues regularly required of CEA members.
4. Indemnification
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be made;
 - b. The Association shall reserve the right to designate counsel to represent and defend the Board;
 - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action;
 - d. The Board acted in good faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

D. Insurance Plans

1. Upon the written authorization of a bargaining unit member, the Board shall cause to have deducted from said member's wages the prescribed amount as the member's contribution to optional insurance plans. Such authorization shall be revocable by written notice upon the wish of the bargaining unit member.
2. Money so deducted shall be forwarded by the Treasurer, on each payroll day, to the designated insurance company(ies) with an accounting as to the name and amount contributed by each bargaining unit member. The designated day shall be the most logical day as determined by the insurance company(ies).

E. Political Contributions

1. Upon the written authorization of a bargaining unit member the Board shall cause to have deducted from said member's wages a prescribed amount as his/her contribution to a political organization(s), party(ies), and nonpartisan issue(s).
2. The minimum deduction is established at a rate of One Dollar (\$1.00) per month beginning in October and ending in May.
3. Money so deducted shall be forwarded on the payroll day on which it is made, to the political organization(s) designated by the member.

F. STRS Service Credit Buy-Back by Payroll Deduction

The Board will make available payroll deduction for bargaining unit member buy-back of qualifying STRS credit in compliance with Section 3307.281 of the Ohio Revised Code, STRS rules, and IRS requirements. All members who wish to purchase or restore credit through payroll deduction must do so pursuant to this Section of the Agreement. The deduction shall occur with the first two (2) pays of the month in an amount designated in writing by the member and filed with the Treasurer. All such deductions shall be accounted for as "after tax" contributions.

ARTICLE XIV - ASSOCIATION RIGHTS

14.01 Use of Buildings

- A. In addition to the bargaining agent's rights delineated in Chapter 4117 of the Ohio Revised Code, the Association shall have the following sole and exclusive rights, so long as such use does not interfere with school business, which shall have priority:
1. Use of the school district's mail service
 2. Use of the teachers' mailboxes
 3. Use of telephone
 4. Use of school-owned office equipment, computers, email system, access to the internet, and audio visual equipment
 5. Use of at least one bulletin board or a designated area at each school building.
- B. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, so long as members involved in such Association business are not assigned to duties.

14.02 Availability of Information

- A. The accurate names, addresses (of new teachers only) and building assignments of all certificated/licensed staff members shall be provided to the Association within ten (10) days of the submission of such request from the Association. Such requests shall not exceed two times per year. The names and addresses of all new bargaining unit members hired after the start of the school year, upon request of the Association president, shall be provided to the Association.
- B. The Superintendent or designee shall provide the Association President, upon request, a copy of a seniority list. Such request may not occur more than twice a year. This list shall include:
 - 1. A teacher's specific area(s) of certification/licensure
 - 2. A teacher's employment date
 - 3. A teacher's leave of absence which affects his/her continuous service
 - 4. A teacher's contract status specifying either continuing or limited
 - 5. All administrative employees

The bargaining unit member is responsible for checking the accuracy of the seniority list and to provide documentation to correct the list if it is in error.

- C. The Association President shall be provided, electronically, with line item agendas of the Board meetings and any related attachments, at least one (1) day before the meeting. The Association president shall receive an electronic copy of the Board minutes and all other public documents related to all matters that are distributed to Board members at official meetings within two (2) weeks following the Board meeting.
- D. Copies of this Agreement will be printed and the cost of doing so shall be shared equally.
- E. On the first workday of the school year, the Association will be granted sixty (60) minutes of that workday for the purpose of meeting with bargaining unit members.

14.03 Teacher Professional Organization Stipend

The Association president, president-elect, secretary, treasurer and grievance chair will be paid a stipend by the Board as identified by the Association. The Association shall notify the Treasurer in writing of the names of the persons serving in these positions by October 1 of each year. The Association shall reimburse the Board for the cost of the stipends and any applicable retirement costs. (APPENDIX B)

14.04 No Reprisal

There will be no reprisals of any kind taken against a bargaining unit member by reason of his/her membership in the Association or participation in any of its activities.

14.05 Association Leave

- A. The Superintendent shall grant up to a total of fifteen (15) days per school year for bargaining unit members selected by the Association to serve as representative(s) for participation in the OEA Representative Assembly or the Association President/designee to conduct required Association activities. In a school year in which a Negotiated Agreement expires, one (1) day of Association Leave per member of the Association's bargaining team shall be granted, in addition to the fifteen (15) days. The Association President may request up to four (4) additional days per school year for him/herself or other members to conduct required Association activities. The Association shall reimburse the Board for the substitute teacher's salary and STRS contribution for these additional days. Except in cases of emergency, the members shall submit to the Superintendent written notice for such leaves at least five (5) days in advance of their anticipated absence.
- B. The Association President shall notify the Superintendent of the dates such bargaining unit members will be absent. The Superintendent shall then notify the building principal(s) involved of these dates so that a substitute may be employed.

14.06 Association Advisory Committees

- A. The Association will select three (3) members to an Association Advisory Committee that is comprised of these three (3) people plus the principal. The Association Advisory Committee will meet no less than once per month during the regular school year (September–May) to review and discuss building problems and practices and the administration of this Agreement. These meetings will be conducted at mutually agreeable times and locations.
- B. In the event a person who was selected by the Association leaves the committee, the resulting vacancy shall be filled by the Association.

14.07 Labor-Management Committee

A. Purpose

In an effort to solve problems before they become formal grievances, the administration agrees to establish a Labor-Management Committee consisting of representatives of both the Association and the administration. Its main

function shall be to confer on all matters of mutual concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement; to keep the staff of all departments working at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope. It is recognized that bargaining unit member concerns should be addressed at the lowest possible administrative level. The committee shall be FMCS trained during the term of the Agreement, consisting of bargaining unit members appointed by the Association President and administrators appointed by the Superintendent.

B. Organizational Guidelines

The parties shall develop and annually review Labor-Management Committee organizational guidelines. The guidelines will assist the parties in the operation of the Labor-Management Committee.

C. Meeting Schedule

There shall be regular monthly scheduled meetings of the Labor-Management Committee. The Superintendent and Association President or designee shall exchange agenda items prior to each meeting. In addition, either party may request that the Labor-Management Committee meet to discuss matters of imminent concern. The Labor-Management Committee shall not reach consensus on issues unless the Superintendent and Association President or designee are in attendance. Meetings of the Labor-Management Committee shall be held from Monday through Friday between 8:00 a.m. and 5:00 p.m., unless a different time is agreed to by the parties.

D. The Labor-Management Committee does not replace the grievance process.

ARTICLE XV - REDUCTION IN FORCE

15.01 Reduction

The following procedures, which apply to both limited and continuing contracts, will govern the reduction of certificated/licensed staff made necessary through decreased enrollment of pupils in the district, return to duty of regular teachers after leaves of absence, suspension of schools or territorial changes affecting the district, necessary changes in curriculum and necessary changes in the use of instructional personnel and for financial reasons determined by the Board. The procedures contained herein for such reduction in certificated/licensed staff shall not pertain to a certificated/licensed employee non-renewed for performance reasons.

15.02 Method of Reduction

A. Attrition

The number of persons affected by reduction in force will be kept to a minimum by not employing replacements, insofar as practicable, for a bargaining unit member who retires or resigns or whose limited contract is not renewed for reasons other than a planned reduction in the number of bargaining unit positions.

B. Suspension of Contracts

1. If the Board contemplates suspending the teaching contract of a bargaining unit member(s), for reason of reducing staff, it will notify the Association in writing not later than May 15 of the calendar year in which the suspension is to occur. The written notice will include the potential position(s) to be affected, the reason for the action, and the time at which the suspension will become effective. The Association will be given the opportunity to present any information it may have that is relevant to the proposed action of the Board.
2. Reduction not achieved through attrition may be made by suspending employment contracts. Within the teaching field affected, continuing contract employees shall have a preference over limited contract employees irrespective of seniority. A bargaining unit member suspended because of a reduction in staff shall be given written notice no later than June 1 stating the reason(s) for such reduction. For suspension of limited or continuing contracts during the term of the teacher's contract, for the reasons set forth in 15.01, the procedures shall be as follows: Among bargaining unit members within each of these two (2) groups (i.e., the group holding continuing teaching contracts and the group holding limited teaching contracts in each area of certification affected), the Board shall not give preference to any member based on seniority, except when making a decision between members who have comparable evaluations.
3. The definition of comparable evaluations will be determined by the District evaluation committee and the Board and Association bargaining teams according to Article 11.10.
4. A bargaining unit member who is notified that he/she is to have his/her contract suspended will have the right to bump the least senior member whose position he/she is certified/licensed to fill.

5. Written notification of the aforesaid action shall be signed by either the Superintendent or the Treasurer, and shall be hand delivered to the affected certificated/licensed employee during school hours on or before June 1. If for some reason the teacher to be suspended is not available to be served notice of suspension in person, then the Board may notify such teacher with a certified letter mailed by June 1 of the year of suspension.

C. Seniority

Subject to the preference for continuing contract employees set forth in Section 15.02 (B) above, employees with comparable evaluations with longer continuous service in the District will be retained in preference to one with less continuous service who is certified to teach in the same field. One hundred twenty days or more in any one school year shall give a teacher the equivalent of one full year of service. If two or more teachers have the same length of continuous service, then seniority will be determined by using the criteria below in the order listed:

1. Total years (years of at least 120 days) plus the day by day calculation of any partial years (less than 120 days).
2. Total years of at least 120 days plus any prior years of teaching service (not to include substitute teaching,) in the District, which were lost by a break in service.
3. The earlier date of the Board meeting at which the teacher was hired, for the first employment contract.
4. If two (2) or more members were hired at the same Board meeting and have the same amount of teaching service, seniority will be determined by the selection of playing cards. Each member will select one (1) card from a deck of playing cards containing Ace through King (Ace being the lowest card and King being the highest card in the deck). The member who selects the highest card will be placed in highest seniority before the other member(s). For members who are hired on or after July 1, 2011, and who are hired at the same Board meeting, the tiebreaker process using the highest selected playing card will take place during the first week of employment. The Association President and Superintendent/designee shall be present to document the process.

15.03 Reduction in Force Lists

Within fifteen (15) calendar days after the Board sends notices of the layoff, it shall prepare and send to the Association President a Reduction in Force List. The Reduction in Force List shall state:

- A. All positions in each area of certification affected by the Reduction in Force.
- B. The names, length of continuous service, and the date of first day worked of each bargaining unit member within each affected area of certification.
- C. Copies of the list shall be sent to each affected bargaining unit member. The list shall be kept current, and updated copies of the list will be sent to the Association President and to each affected bargaining unit member.

15.04 Recall

A. Right to Recall

- 1. If there is a vacancy in a bargaining unit position, or a new bargaining unit position is created, bargaining unit members whose teaching continuing contracts are suspended, who are certified to perform the duties in question, will be recalled prior to members with limited teaching contracts.
- 2. When recalling members with continuing contracts, seniority shall not be the basis for rehiring a member, except when making a decision between members who have comparable evaluations, as determined by the process in Article 7.087.
- 3. A bargaining unit member whose teaching contract has been suspended shall keep the Board informed of his/her current address by mailing notice thereof to the office of the Treasurer.
- 4. A bargaining unit member on a continuing teaching contract shall have recall rights provided in O.R.C. §3319.17.
- 5. A bargaining unit member who keeps the Board informed of his/her address shall have recall rights for two (2) school years (“school years” defined as beginning with the first workday for teachers after his/her contract has been suspended). Teachers on the recall list shall be recalled to positions for which they are certified/licensed in the order of seniority at the time they are suspended.
- 6. A bargaining unit member laid off from a full-time position shall not be required to accept a part-time or tutor position. No new employees shall be employed by the Board while there are members on the recall list who are certified/licensed for any opening of a teaching position, subject to the exceptions provided for in Section 15.02 above. Members on continuing contracts shall have more seniority than those on limited contracts.

B. Notice of Recall

A notice of recall may be made by telephone, to be confirmed by certified mail.

C. Waiver of Recall Rights

A bargaining unit member who does not accept an offer(s) of reemployment within ten (10) calendar days of receipt of such notice shall be deemed to have waived recall rights.

15.05 Restoration of Benefits

All benefits to which a bargaining unit member was entitled at the time of his/her suspension, including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment. He/she will be placed on the proper step of the Salary Schedule for his/her current position according to his/her experience and education. A bargaining unit member will not receive increment credit for the time spent on suspension nor will such time count toward the fulfillment of time requirements for acquiring tenure.

15.06 Precedence Clause

Notwithstanding any other provision of this Agreement, no vacancy or new position in the bargaining unit will be filled by the Board until the procedure set forth in Article XV has been complied with.

ARTICLE XVI - INDIVIDUAL RIGHTS

16.01 Access to Personnel File

A. Right to Review

A bargaining unit member will have the right, upon request, to review the contents of his/her personnel file, subject to the limitations set forth below, and to receive an initialed copy, at Board expense, of any documents contained therein. Additional copies will be provided at a charge of five cents (\$.05) per page. A bargaining unit member will be entitled to have a representative of the Association accompany him/her during such review. At least once every two (2) years, a bargaining unit member will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the administrative

staff and if he/she agrees, they will be destroyed in accordance with “destruction of public records” law.

B. Derogatory Material

No material derogatory to an individual's conduct, service, character or personality will be placed in his/her personnel file unless the bargaining unit member has had the opportunity to review such material. The individual will acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. Refusal of the member to sign the material shall not prohibit its inclusion in the file. The member will also have the right to submit a written answer to such material and his/her answer will be attached to the file copy.

C. Confidentiality of File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it will not establish separate “confidential” files.

D. Review of File by Someone Other Than a Member of the Administration

In the event any person, other than the bargaining unit member’s supervisor, another administrator, or member of the Board seeks to review the personnel file of a member, the member shall be provided advanced notice.

16.02 Complaints by Parents, Employees, and/or Students

- A. When an administrator is faced with a complaint against a bargaining unit member from parents, students, or other employees, the complainant shall be directed back to the member in an effort to resolve the complaint at the lowest level. If the complainant refuses to meet with the member or if the complaint is not resolved, the member may request a meeting with complainant and administration with a local Association representative present.
- B. The administrator will provide notification to the bargaining unit member as to the nature of the complaint and the identity of the complainant in a timely fashion.
- C. Within a reasonable length of time, one of the following shall apply:
 - 1. The bargaining unit member shall be notified by an administrator.
 - 2. The bargaining unit member shall have an opportunity to resolve the complaint individually with the complainant.

3. The bargaining unit member with the assistance and presence of the appropriate administrator shall have a conference with the complainant for the purpose of resolving the problem.

16.03 Discrimination Based Upon Union Activity

When a bargaining unit member feels that he/she has experienced discrimination due to his/her union activity, the following steps will occur:

- A. The parties agree to meet and attempt to resolve the issue at the lowest level.
- B. If the issue has still not been resolved, the member or Association may file either a grievance or an unfair labor practice charge, but may not file both.

16.04 Admission to Extra-Curricular Activities

Upon submission of a written request, a bargaining unit member may receive one (1) pass admitting two (2) persons to extracurricular events sponsored by the Board when seats remain available on the day of the event. A member receiving such free admission shall assist, when an emergency situation arises, at the event to which s/he received the free admission.

16.05 Availability of Board Policies

- A. The Board will make Board Policies available on line on the District's web site. Copies of the changed policy(s), once approved by the Board, will be e-mailed to all bargaining unit members.
- B. A bargaining unit member shall not be responsible for following and/or enforcing Board policies which have not been published on the district's web site.

16.06 Job Sharing

A. Establishment; Continuation

There will be job sharing as to any position only as specifically agreed to in concept by the building principal and approved by the Superintendent. Approval of a job sharing arrangement for any one (1) year shall not constitute approval of such arrangement for the subsequent year.

B. Definition

Job sharing shall be defined as two (2) individuals sharing the same job such that each has one-half (1/2) of the duties/responsibilities and one-half (1/2) of

the salary/monetary benefits of the job, unless some other arrangement is approved by the Superintendent.

C. Eligibility

1. Two (2) bargaining unit members would mutually agree to write a job share proposal for the next school year under the terms defined below.
2. A teacher from outside the bargaining unit is eligible to be considered for a job sharing opportunity with a current bargaining unit member only in the event that there are no qualified internal candidates for the position.

D. Candidate Selection

It is the responsibility of the bargaining unit member desiring the job sharing opportunity to secure the interest of another bargaining unit member and present that person as a candidate to the administration as outlined below.

E. Salary

1. Unless some other arrangement is approved by the Superintendent, each person in the job sharing situation is to receive one-half (1/2) of the salary he/she would have received if he/she had been employed full time in the position.
2. Advancement on the Salary Schedule shall be according to Article VIII.

F. Insurance Premiums/Benefits

Individuals participating in Job Sharing will be eligible for full benefits but will assume fifty-seven and one-half percent (57-1/2%) of the cost of the insurance premium.

G. Written Job Sharing Plan

Any two (2) teachers interested in a job sharing arrangement will submit a written job sharing plan, in accordance with administrative procedures to be followed by them, showing in detail all particulars with respect to the job sharing arrangement proposed by them including the duties to be shared by them and the manner in which all duties are to be shared, the responsibilities to be shared by them and the manner in which they are to be shared, and how they proposed to handle matters such as resignations, retirements, nonrenewals, terminations, layoffs, return rights from the job share, and similar situations which may arise in the course of or at the conclusion of the job sharing arrangement. The Superintendent will make the final decision regarding the

acceptance or non-acceptance of the written job share.

ARTICLE XVII - VACANCIES AND TRANSFERS

17.01 Vacancies

A. Vacancies Defined

A vacancy in a bargaining unit position shall exist when:

1. A bargaining unit member dies;
2. A bargaining unit member resigns;
3. A bargaining unit member retires;
4. A bargaining unit member has his/her limited teaching contract non-renewed or terminated;
5. A bargaining unit member is transferred;
6. A bargaining unit member is promoted;
7. A bargaining unit member goes on leave for a full work year;
8. A new position is created within the bargaining unit.

B. This Article shall in no way be construed to restrict reduction of the bargaining unit through attrition (i.e., a determination not to fill a vacant position) and shall not restrict the Board's right to employ a new bargaining unit member to fill an opening occurring after the start of a work year.

C. Posting of Vacancy

1. The Board shall clearly post bargaining unit and administrative vacancies on the District's web site and school e-mail. Such posting shall take place immediately upon creation of the vacancy through Board or administrative action and continue for ten (10) calendar days.
2. A vacancy that occurs during the summer (after the end of the school year and before the first teacher workday) will be posted on the District's web site. In addition, the posting will be e-mailed to all bargaining unit members at the same time as other postings.

D. Filling of Vacancy During the Summer

During the summer months, no vacancy shall be filled until same has been posted for five (5) calendar days.

E. Vacancies Filled During the Work Year

In the event of a vacancy which arises and is filled during the course of the work year by the employment of a new bargaining unit member, such position, if filled for the succeeding work year, will be re-posted in accordance with Article 17.01(C) above.

17.02 Voluntary Transfers

A. Application for Transfer

A bargaining unit member who desires to transfer into a vacancy or new position must make written application to the Superintendent. Such application will include the grade and/or subject to which the individual desires to be assigned and the school(s) to which he/she desires to be transferred, in order of preference.

B. Interview of Transfer Applicants

1. If a bargaining unit member applies for a vacancy or a new position in his/her current building assignment, an interview will be granted if the member requests an interview in writing to the Principal.
2. If a member applies for a vacancy or new position in a different building, s/he will be granted an interview.

C. Filling Voluntary Transfer Vacancies

Voluntary transfer requests will be acted upon prior to taking action in Article 17.03.

D. Reason(s) for Denial of Transfer

If a member's request for a transfer has been denied, he/she will, upon written request, receive a written explanation of the reason(s) therefore from the Superintendent or his/her designee.

17.03 Involuntary Transfer

A. Notice of Involuntary Transfer

Notice of an involuntary transfer(s) known by the Administration as of June 20 will be given or sent to the affected bargaining unit member prior to July 15. A necessary involuntary transfer(s) after June 20 will be handled on an individual basis.

B. Reason(s) for Involuntary Transfer

Before giving notice of an involuntary transfer, the Superintendent or his/her designee will contact the individual affected and afford an opportunity to discuss the proposed transfer with him/her. Upon request, the member will be given the written reason(s) for the transfer. If the Superintendent or his/her designee has been unable to contact the bargaining unit member, then notice of the transfer may be sent by mail.

C. Restrictions

The Superintendent will try to avoid transferring a member who was involuntarily transferred the preceding school year, unless the member consents, and further will make reasonable efforts to avoid transferring a member who was involuntarily transferred the second or third preceding school year.

17.04 Procedure

After complying with the procedure set forth above, the authority to assign and transfer rests in the Superintendent, who may not exercise that authority in an arbitrary or capricious fashion.

17.05 Definition

For purposes of this Article, "transfer" means reassigning a bargaining unit member to a different department, grade, or building.

17.06 Philosophy

The Board and the Association agree that the assignment and transfer of bargaining unit members shall be on the basis of what is in the best interests of students. Whenever practical, the desires of the individual bargaining unit member shall also be accommodated, in accordance with the provisions above.

17.07 Opening and Closing of Buildings and Transfer of Staff

Any teacher who is required to relocate to a new building shall be granted release time of one and one-half (1-1/2) work days for time to pack, unpack and room preparation.

ARTICLE XVIII - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (LPDC)

18.01 Introduction

A district-wide Local Professional Development Committee (LPDC) shall be established in accordance with Section 3319.22 of the Ohio Revised Code and the administrative rules adopted under that statute.

The responsibilities of this committee shall include, but not be limited to:

- A. Approving individual professional development plans for certificate/license renewal;
- B. Approving staff development activities;
- C. Obtaining/developing programs that will satisfy the Ohio Department of Education requirements for Professional Development Continuing Education Units (CEU's).

18.02 Compensation

Members shall be compensated at \$140 per meeting (in the co-curricular section).

18.03 Facilities

The Board shall provide reasonable facilities, supplies, and service to operate the LPDC.

18.04 Members

- A. The district-wide LPDC shall be comprised of seven (7) persons, four of whom shall be teachers who are selected by the Association. Each LPDC teacher member shall have a term of four (4) years. If any vacancies occur in any of the positions selected by the Association, the Association shall be responsible for selecting teachers to fill the remaining term of the vacancies.
- B. The Executive Committee of the Association has the right to replace any teacher member of the committee.

18.05 Meetings

The members of the LPDC will determine the frequency of the meetings, the dates of the meetings, and the time of the meetings to study requests, to research programs/staff development activities, and to obtain/develop programs for CEU's.

18.06 Not Evaluative

The Individual Professional Development Plan shall not be used as a part of the evaluation process.

18.07 Voting

Decisions shall be made by majority vote of the committee members present. All votes must be based on majority requirements as established by the committee.

18.08 Teachers with Permanent Certificates

All teachers with permanent certificates will not be required to complete any forms or work at the direction of the LPDC.

18.09 Appeals Procedure

- A. Upon denial of an individual professional development plan or proposal, written appeals shall be submitted to the LPDC chairperson. All written appeals will be reviewed at the next regularly scheduled monthly meeting of the LPDC. An appeal may be presented in person.
- B. If the appeal is denied, the applicant may request a terminal opinion, a binding decision rendered by a three person mediation team chosen as follows: one member chosen by the Association President, one member chosen by the Superintendent, and a member of an LPDC of a neighboring district mutually selected by the Superintendent and Association President. Members of the mediation team must hold a current Ohio Department of Education Certificate or License.
- C. The decisions of the LPDC shall not be grievable.

18.10 Negotiated Agreement

The LPDC shall not have the authority to revise, change, delete or modify any article or section of this negotiated Agreement.

ARTICLE XIX - RESIDENT EDUCATOR PROGRAM

19.01 Purpose

The purpose of the Resident Educator Program is to provide a program of support and formative assessment for teachers new to the profession who hold a four (4) year resident educator license. The program is designed to enhance the teacher's skills and keep the teacher in the district. The Resident Educator Program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system.

19.02 The Program

Resident educators and mentor teachers will participate in professional development and related activities as required by the Ohio Department of Education (ODE). The requirements of the ODE govern the program.

19.03 Responsibilities of a Mentor (Buddy Teacher) for a Teacher New to the District

- A. A mentor "buddy" teacher will be matched with a new teacher to the District, but not a Resident Educator Teacher, in the same building and at the same grade level/subject area when possible.
- B. He/She will not be expected to perform all duties of the mentors for Resident Educator Teachers. The District Handbook will be used as a guide and mentor "buddy" teachers are encouraged to participate in mentoring to the fullest extent they are able. (While not expected, attendance at any or all District mentor meetings is encouraged.)

19.04 Restrictions

- A. A formative assessment plan developed for purposes of the Resident Educator Program shall not be developed or utilized as a remediation program. Contents of such assistance program shall not be used either against or in defense of a Resident Educator Teacher.
- B. No mentoring teacher shall participate in any informal or formal evaluation of a Resident Educator Teacher, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of a Resident Educator Teacher.
- C. All interaction, written or oral, between the mentoring teacher and the Resident Educator Teacher shall be confidential among mentoring teachers. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from the role as mentoring teacher.

- D. Providing mentors to Resident Educator Teachers will be prioritized over providing mentors to new hires (not new to teaching).
- E. Article XIX is not grievable under this collective bargaining agreement.

19.05 Protections

- A. Other than a notation to the effect that a teacher has served as a mentoring teacher, a teacher's activities as a mentoring teacher shall not be part of that teacher's evaluation.
- B. A Resident Educator teacher shall be held harmless in the event that the employer fails to provide a mentor.
- C. Not later than six (6) weeks after the initiation of the mentoring teacher program, the Resident Educator Teacher may exercise the option to have a new consulting teacher assigned at the discretion of the Program Coordinator.
- D. Not later than six (6) weeks after the initiation of the mentoring teacher program, the mentor teacher may exercise the option to be released from the mentoring program with no compensation.

19.06 Compensation

- A. Mentors will receive a limited contract per Resident Educator Teacher and be paid according to the supplemental salary schedule found in Appendix B.
- B. In the event there are insufficient mentors available in any given year, a bargaining unit member may serve as a mentor to no more than two (2) Resident Educator Teachers (new teachers). Two (2) supplemental mentor contracts will be issued.

19.07 Other Duties Outside the Workday or Work Year

Attendance at all other assignments or meetings other than during the regular and/or school function is encouraged but at the option of the individual bargaining unit member. Work assignments in excess of the work year or workday must be covered by a supplemental contract.

ARTICLE XX - JOB DESCRIPTIONS

20.01 Department Heads

- A. Department Heads will be for English, mathematics, science, special education, and social studies. The position will be posted as new supplemental positions each year.
- B. The Department Head:
 - 1. Will coordinate grades 7-12.
 - 2. Requires a secondary certification in curricular area.
 - 3. Has responsibilities to coordinate adoptions and purchases between buildings and develop department budgets with building administrators.
 - 4. Acts as Cloverleaf's representative to appropriate county curriculum and textbook meetings.
 - 5. Attends up to two (2) regional and/or state meetings per year at Board expense.
 - 6. Oversees mentoring program within the department (may include classroom visits, model teaching).
 - 7. Will attend meetings called by the administration which deal with issues concerning the department.
 - 8. Conduct up to four (4) department meetings as needed.
 - 9. May be required to attend meetings outside of the school day and year (not to exceed four meetings per year).
 - 10. Coordinates scheduling between building principals and staff, when needed.
 - 11. Will assist with interviewing teaching candidates, when requested.
 - 12. Coordinates middle school and high school curricular programs. One day per month of released time will be given for this process.
 - 13. Will receive a three thousand three hundred dollar (\$3,300) stipend.

20.02 Team Leaders

- A. Team Leaders positions may be filled for grades five (5) through eight (8). Team Leaders at the middle school (5 positions) require elementary or secondary certification. The position will be posted as new supplemental positions each school year.
- B. The team leader will:
 - 1. Coordinate daily team meetings.
 - 2. Meet with principal weekly, team notes will serve as agenda.
 - 3. Coordinate general supply purchasing within the team.
 - 4. Coordinate team activities.
 - 5. Coordinate intervention and discipline records.
 - 6. Delegate team responsibilities, as appropriate.
 - 7. Share team report at monthly staff meeting.
 - 8. Coordinate textbook inventory and end-of-the-year procedures with building principal.
 - 9. Coordinate team activities (up to five {5} days per school year will be given for this process).
 - 10. Receive a one thousand six hundred fifty dollar (\$1,650) stipend.

20.03 Non-Department Coordinators

- A. General Description:

Responsible for coordination of ordering department supplies and materials, budget and clerical activities within assigned team, and work cooperatively with building principal to accomplish budgetary and ordering requirements.

- B. Functions:

- 1. Coordinate ordering general textbooks, instructional materials and supplies.

2. Work with building principal maintaining records of non-department expenditures to assure adherence to budget limits.
 3. Coordinate the collection and storage of instructional materials at the end of the school year.
 4. Coordinate and maintain inventory of non-department equipment and supplies.
 5. Coordinate distribution of non-department equipment and supplies.
- C. Non-department coordinators will be paid a six hundred sixty dollar (\$660.00) stipend each school year.

20.04 Job Description Changes

Any substantial additions or substantial changes to the current job descriptions will be developed with the Association and approved by both parties before placement in Board policies.

ARTICLE XXI - EMPLOYMENT OF RETIREES AS TEACHERS

- 21.01 Definition of Retiree – A retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.
- 21.02 A retiree shall be paid up to the 15th salary step level.
- 21.03 A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term, if the retiree receives written notice from the Superintendent on or before March 1 of the Board's intention not to offer a new limited contract for the next school year. No notice of nonrenewal or Board action is required. Continuation of the employment of a retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article V regarding limited contract teachers shall not apply to retiree limited contracts. A retiree is not eligible for a continuing teaching contract, regardless of years of employment with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. §§3319.11 and 3319.111.
- 21.04 Evaluations shall be conducted at the discretion of the building principal. The decision to conduct or not conduct an evaluation shall not affect the automatic expiration of the limited contract. However, the building principal shall perform at least one classroom observation on the retiree during the first year of employment.

- 21.05 A retiree shall accumulate and may use sick leave in accordance with Article XII of the Negotiated Agreement, but shall not be entitled to severance pay under Article VIII of the Negotiated Agreement or under law upon conclusion of employment as a retiree.
- 21.06 The retiree shall be entitled to single insurance coverage only.
- 21.07 A retiree shall not accumulate seniority in the bargaining unit and has no right of recall in the event of a reduction in force pursuant to Article XV of the Negotiated Agreement.
- 21.08 Retirees shall be exempt from participating in the entry year/mentorship program.

ARTICLE XXII - DURATION AND RATIFICATION

22.01 Duration

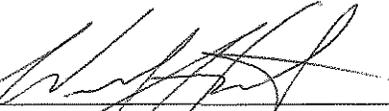
Except as otherwise specified in this Agreement the articles of this Agreement shall become effective July 1, 2012 upon ratification of the parties and shall remain in full force and effect through and including 12:00 Midnight on June 30, 2015.

22.02 Certificate of Ratification

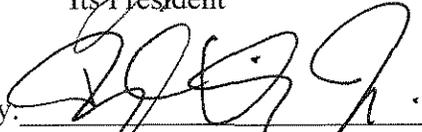
Ratification of the foregoing Agreement between the parties is attested to be the representatives of the parties whose signatures appear below.

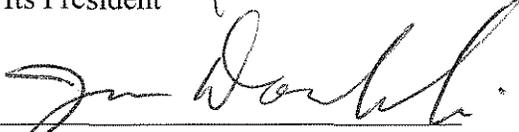
CLOVERLEAF LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION

CLOVERLEAF EDUCATION
ASSOCIATION

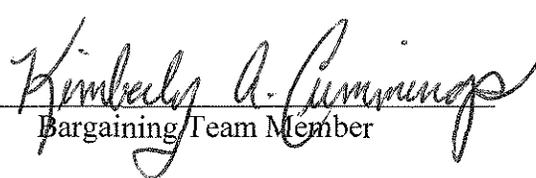
By: 
Its President

By: 
Its President

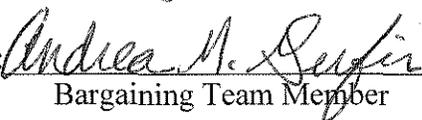
By: 
Its Superintendent

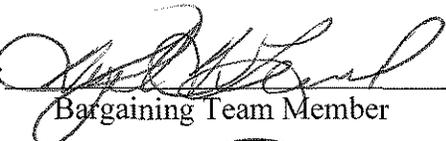
By: 
Bargaining Team Member

By: 
Its Treasurer

By: 
Bargaining Team Member

By: 
Bargaining Team Member

By: 
Bargaining Team Member

By: 
Bargaining Team Member

DATE 4/9/13

By: 
Bargaining Team Member

CLOVERLEAF LOCAL SCHOOL DISTRICT

TEACHER INDEX

Step	BA Index	BA + 15 Index	MA Index	MA + 15 Index	MA + 30 Index
0	1.000	1.040	1.090	1.130	1.18
1	1.040	1.080	1.140	1.180	1.23
2	1.080	1.120	1.190	1.230	1.28
3	1.120	1.160	1.240	1.280	1.33
4	1.160	1.200	1.290	1.330	1.38
5	1.200	1.250	1.340	1.380	1.43
6	1.240	1.300	1.390	1.430	1.48
7	1.295	1.355	1.455	1.495	1.53
8	1.335	1.405	1.505	1.545	1.58
9	1.375	1.455	1.555	1.595	1.63
10	1.415	1.505	1.605	1.645	1.68
11	1.455	1.555	1.655	1.695	1.73
12	1.495	1.605	1.705	1.745	1.78
13	1.535	1.655	1.755	1.795	1.83
14	1.575	1.705	1.805	1.845	1.88
15	1.615	1.755	1.855	1.895	1.93
16	1.650	1.800	1.905	1.945	1.98
17	1.650	1.850	1.955	1.995	2.03
18	1.650	1.850	2.005	2.045	2.08
22	1.680	1.880	2.055	2.095	2.13
25	1.710	1.910	2.105	2.145	2.18
27	1.740	1.940	2.155	2.195	2.23

**CLOVERLEAF LOCAL SCHOOL DISTRICT
2012-2015 TEACHER SALARY SCHEDULE
0% Increase**

STEP	BA	BA + 15	MA	MA + 15	MA + 30
0	34,892	36,288	38,032	39,428	41,173
1	36,288	37,683	39,777	41,173	42,917
2	37,683	39,079	41,521	42,917	44,662
3	39,079	40,475	43,266	44,662	46,406
4	40,475	41,870	45,011	46,406	48,151
5	41,870	43,615	46,755	48,151	49,896
6	43,266	45,360	48,500	49,896	51,640
7	45,185	47,279	50,768	52,164	53,385
8	46,581	49,023	52,512	53,908	55,129
9	47,977	50,768	54,257	55,653	56,874
10	49,372	52,512	56,002	57,397	58,619
11	50,768	54,257	57,746	59,142	60,363
12	52,164	56,002	59,491	60,887	62,108
13	53,559	57,746	61,235	62,631	63,852
14	54,955	59,491	62,980	64,376	65,597
15	56,351	61,235	64,725	66,120	67,342
16	57,572	62,806	66,469	67,865	69,086
17	57,572	64,550	68,214	69,610	70,831
18	57,572	64,550	69,958	71,354	72,575
22	58,619	65,597	71,703	73,099	74,320
25	59,665	66,644	73,448	74,843	76,065
27	60,712	67,690	75,192	76,588	77,809

Appendix B

CLOVERLEAF LOCAL SCHOOL DISTRICT SUPPLEMENTAL SALARY SCHEDULE

(Figures indicate percent of BA-0 Base Salary
in effect as of September 1 of each year)

	<u>Years of Experience</u>		
	<u>0-2</u>	<u>3-5</u>	<u>6+</u>
Middle School Choir Director	6.0	7.0	8.0
Marching Band (High School)	17.0	18.0	19.0
Marching Band (Assistant)	8.5	9.0	9.5
{The bargaining unit member who holds Marching Band (High School) supplemental receives five (5) days extended service paid at the BA-0 base salary. }			
Middle School Music Director	8.5	9.5	10.5
High School Choir Director	14.0	15.0	16.0
Majorettes	3.3	3.6	3.9
Flag Instructor	5.0	5.5	6.0
Drill Instructor	5.0	5.5	6.0
Percussion Instructor	3.1	3.4	3.7
Director of Musical	4.7	5.0	5.3
Music Director of Musical	4.1	4.4	4.7
Technical Director of Musical	2.3	2.6	2.9
Drama Director			
Fall Production	4.0	4.4	4.8
Three (3) One Act Plays	2.0	2.3	2.6
Children's Theater	2.0	2.3	2.6
Yearbook Advisor			
Sr. High	3.7	4.0	4.3
Middle School	1.5	1.7	1.9
Key Club Advisor	2.0	2.3	2.6
World Languages Advisor	2.0	2.3	2.6
National Honor Society Advisor	3.0	3.3	3.6
Academic Challenge HS Advisor	3.0	3.3	3.6
Academic Challenge MS Advisor	3.0	3.3	3.6
Theatarian or Thespian Advisor	2.0	2.3	2.6
Drama Club (Middle School)	1.5	1.7	1.9
Ski Club (High School)	1.5	1.7	1.9
Ski Club (Middle School)	1.5	1.7	1.9
Ski Club (Elementary)	1.5	1.7	1.9
Student Council (High School)	5.0	6.0	7.0
Junior/Senior Class Advisor	5.0	6.0	7.0
Freshmen/Sophomore Class Advisor	3.0	3.3	3.5

Appendix B

	<u>Years of Experience</u>		
	<u>0-2</u>	<u>3-5</u>	<u>6+</u>
Student Council (Middle School)	3.0	3.5	4.0
Student Council (Elementary)	2.0	2.5	3.0
Newspaper (High School)	3.7	4.0	4.3
Newspaper (Middle School)	1.5	1.7	1.9
Newspaper (Elementary)	1.5	1.7	1.9
Teen Institute (High School)	1.5	1.7	1.9
Teen Institute (Middle School)	1.5	1.7	1.9
Power of the Pen	1.5	1.7	1.9
Emerald Key Club	1.5	1.7	1.9
Elementary Safety Patrol	1.5	1.7	1.9
Entry Year Program Mentor	3.5	4.5	5.5
Experienced Teacher Mentor	1.0	1.0	1.0
Lead Mentor Teacher	5.5	6.5	7.5
Outdoor Educator (6th Grade)	.4	.4	.4
Robotics	1.0	1.0	1.0

Media Specialist – Ten (10) days extended service at the individual’s per diem rate.

Department Head -- \$3,300 each year

Miscellaneous – The following positions will receive \$660.00 each year

- Non-Department Coordinators
- Foreign Language Department Coordinator
- Art Department Coordinator
- Industrial Tech Coordinator
- Physical Education Coordinator
- Business Department Coordinator
- Music Department Coordinator

Team Leader -- \$1,650 each year

LPDC - \$140.00 each month that a meeting is held

Intramurals – The Board shall create Intramural positions as deemed appropriate. Each position shall be paid according to the following schedules:

1 day events -- \$37.00/event

All other positions shall be paid at the rate of \$6.50/hour up to a maximum of \$39.00/week.

The duties and time limits of each position shall be determined prior to the beginning of each event or program.

Appendix B

	Number of <u>Positions</u>	<u>Years of Experience</u>		
		<u>0-2</u>	<u>3-5</u>	<u>6+</u>
<u>Athletics</u>				
<u>Cross Country</u>				
Dual (Boys and Girls)	1	13.0	14.0	15.0
Girls	1	10.0	11.0	12.0
Boys	1	10.0	11.0	12.0
Assistant	1	7.5	8.5	9.5
8th and 9th Grade	1	6.0	7.0	8.0
<u>Golf</u>				
Varsity Girls	1	7.5	8.5	9.5
Varsity Boys	1	7.5	8.5	9.5
Varsity Assistant	1	6.0	7.0	8.0
<u>Swimming</u>				
Varsity	1	11.0	12.0	13.0
Varsity Assistant	1	6.5	7.5	8.5
<u>Football</u>				
Varsity	1	17.0	18.0	19.0
Varsity Assistant	6	11.0	12.0	13.0
Head 9th Grade	1	10.5	11.5	12.5
Assistant 9th Grade	1	8.0	9.0	10.0
Head 8th Grade	1	10.5	11.5	12.5
Assistant 8th Grade	1	8.0	9.0	10.0
Middle School Asst.	1	8.0	9.0	10.0
<u>Soccer</u>				
Varsity Girls	1	12.0	13.0	14.0
Varsity Boys	1	12.0	13.0	14.0
Varsity Assistant	1	7.5	8.5	9.5
JV	1	7.5	8.5	9.5
<u>Tennis (Girls)</u>				
Varsity	1	8.5	9.5	10.5
JV (20 total participants)	1	6.5	7.5	8.5
<u>Volleyball</u>				
Varsity	1	12.0	13.0	14.0
JV	1	7.5	8.5	9.5
Head 9th Grade	1	6.0	7.0	8.0
Head 8th Grade	1	5.5	6.5	7.5
Head 7th Grade	1	5.5	6.5	7.5

Appendix B

	Number of Positions	Years of Experience		
		0-2	3-5	6+
<u>Basketball (Boys)</u>				
Varsity	1	16.0	17.0	18.0
Varsity Assistant	1	11.0	12.0	13.0
JV	1	11.0	12.0	13.0
Head 9th Grade	1	9.0	10.0	11.0
Head 8th Grade	1	8.0	9.0	10.0
Head 7th Grade	1	8.0	9.0	10.0
<u>Basketball (Girls)</u>				
Varsity	1	16.0	17.0	18.0
Varsity Assistant	1	11.0	12.0	13.0
JV	1	11.0	12.0	13.0
Head 9th Grade	1	9.0	10.0	11.0
Head 8th Grade	1	8.0	9.0	10.0
Head 7th Grade	1	8.0	9.0	10.0
<u>Gymnastics (Girls)</u>				
Varsity	1	11.0	12.0	13.0
Varsity Assistant	1	6.5	7.5	8.5
8th and 9th Grade	1	4.5	5.5	6.5
<u>Wrestling</u>				
Varsity	1	15.0	16.0	17.0
Varsity Assistant	1	10.0	11.0	12.0
JV	1	10.0	11.0	12.0
Head 9th Grade	1	8.5	9.5	10.5
Head 7/8th Grade	1	8.0	9.0	10.0
Assistant 7/8th Grade	1	6.5	7.5	8.5
<u>Baseball</u>				
Varsity	1	12.0	13.0	14.0
JV	1	9.0	10.0	11.0
Varsity Assistant	1	9.0	10.0	11.0
9th Grade	1	7.5	8.5	9.5
<u>Softball</u>				
Varsity	1	12.0	13.0	14.0
JV	1	9.0	10.0	11.0
Varsity Assistant	1	9.0	10.0	11.0
9th Grade	1	7.5	8.5	9.5

Appendix B

	Number of Positions	Years of Experience		
		0-2	3-5	6+
<u>Tennis (Boys)</u>				
Varsity	1	8.5	9.5	10.5
JV (20 total participants)	1	6.5	7.5	8.5
<u>Track</u>				
Dual (Boys and Girls)	1	15.0	16.0	17.0
Varsity Boys	1	12.0	13.0	14.0
Varsity Girls	1	12.0	13.0	14.0
Varsity Assistant Boys	2	9.0	10.0	11.0
Varsity Assistant Girls	2	9.0	10.0	11.0
Varsity Assistant (Boys and Girls)	1	9.0	10.0	11.0
Head 8th Grade Boys	1	7.5	8.5	9.5
Head 8th Grade Girls	1	7.5	8.5	9.5
Assistant 8th Grade Boys	1	6.5	7.5	8.5
Assistant 8th Grade Girls	1	6.5	7.5	8.5
Head Indoor Track	1	1.0	1.2	1.4
<u>Cheerleader</u>				
Varsity/JV Basketball	1	8.5	9.5	10.5
Varsity/JV Football	1	8.5	9.5	10.5
8th Grade Football/Basketball	1	6.5	7.5	8.5
9th Grade Football/Basketball	1	6.5	7.5	8.5
<u>Faculty Manager</u>				
High School	1	13.0	14.0	15.0
Middle School	1	10.5	11.5	12.5
<u>Trainer</u>	1	12.0	13.0	14.0
<u>Building Head Teacher</u>				
Cloverleaf Elementary (K-2)		2.0	2.0	2.0
Cloverleaf Elementary (3-5)		2.0	2.0	2.0
Middle School		2.0	2.0	2.0
<u>Teacher Professional Organization Stipends</u>				
CEA President		\$1,200.00		
CEA President-Elect		\$1,000.00		
CEA Secretary		\$1,000.00		
CEA Treasurer		\$1,000.00		
CEA Grievance Chair		\$800.00		

The above are reimbursed by the local Association.

Advancement

Years of experience can be carried from one position to any other position within the same sport or activity with the exception that no experience will be used toward the high school head position. The Superintendent may grant years of experience to individuals from another school district who coached/advised in a similar position. No coach or advisor will receive less money when advancing a position with a sport or activity.

CLOVERLEAF LOCAL SCHOOL DISTRICT

GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, and/or C.E.A. _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____

Date of Formal Filing _____

Person or Persons to whom Grievance is Directed _____

Initiated on Level _____

Statement of Grievance:

What part of the definition of grievance (Article IV – Section 4.100) is violated? Set forth by numerical notation and/or language that part of the Contract allegedly violated or in dispute.

Action Requested:

Have you discussed this with your immediate supervisor? Yes___ No___
If, YES, what action has been taken so far?

Use back or attachments as necessary.

CLOVERLEAF LOCAL SCHOOL DISTRICT

GRIEVANCE DECISIONS FORM

Level II (Formal) DECISION

Date _____ Signature _____
Administrative Representative

Signature _____
Grievant and/or Association Representative

Level III (Formal) DECISION

Date _____ Signature _____
Administrative Representative

Signature _____
Grievant and/or Association Representative

Level IV (Formal) DECISION

Date _____ Signature _____
Administrative Representative

Signature _____
Grievant and/or Association Representative

Where decision requires additional space, attach pages as necessary.

CLOVERLEAF LOCAL SCHOOL DISTRICT

ASSAULT LEAVE FORM

To be completed and sent to the Superintendent upon request. In case of an absence extending beyond five (5) days, the form shall be accompanied by a doctor's statement verifying the need for being absent from duty.

Name _____

Date(s) of Absence _____ No. of Days _____

Describe briefly the conditions surrounding the absence:

Signature _____

Cloverleaf Evaluation Form: Teachers

Teacher: _____ Dates: _____
 Preconference: _____
 Grade/Subject: _____ Observation(s): _____
 Evaluation Date: _____
 School: _____ Conference Date: _____

This evaluation is based upon the most recent classroom visitation, daily observations, and general professional performance of the teacher. Please indicate N/A or leave blank if not applicable.

<i>Instructional Skills</i>	<i>Standard Ratings</i>			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
I-1 The teacher demonstrates current and accurate knowledge of subject matter covered in the curriculum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-2 The teacher plans instruction to achieve desired student learning objectives that reflect the current district curriculum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-3 The teacher uses materials, technology, and resources compatible with students' needs and abilities that support the current district curriculum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-4 The teacher links current content with related learning experiences, other subject areas, and real world experiences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-5 The teacher communicates effectively with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-6 The teacher uses instructional strategies that promote student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-7 The teacher provides learning opportunities for individual differences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				
<i>Assessment Skills</i>	<i>Standard Ratings</i>			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
A-1 The teacher provides a variety of ongoing and culminating assessments to measure student performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A-2 The teacher provides ongoing and timely feedback to encourage student progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A-3 The teacher uses assessment results to make both daily and long-range instructional decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

*denotes deficient

Appendix E-1

<i>Learning Environment Skills</i>	<i>Standard Ratings</i>			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
E-1 The teacher maximizes the use of instructional time and resources to increase student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E-2 The teacher demonstrates and models respect toward students and others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E-3 The teacher organizes the classroom to ensure a safe academic and physical learning environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E-4 The teacher communicates and maintains clear expectations about behavior, classroom procedures, and academic achievement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>				

<i>Professionalism</i>	<i>Standard Ratings</i>			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
P-1 The teacher demonstrates professional behavior.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P-2 The teacher participates in an ongoing process of professional development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P-3 The teacher contributes to the overall school climate by supporting school goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P-4 The teacher initiates and maintains timely communication with parents/guardians and administrators concerning student progress or problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>				

Optional Comments:

*denotes deficient

Appendix E-1

Statement of Future Objectives

The following objectives were agreed upon by teacher and evaluator to be accomplished prior to the dates specified:

Specific recommendations for assistance in achieving the above objectives may include but are not limited to the following:

Note:

White copy to Principal's office

Pink copy to Teacher

Yellow copy to Superintendent's office

Principal's Signature

Teacher's Signature as evidence
of having read contents of the
overview.

*denotes deficient

CLOVERLEAF EVALUATION GUIDELINES: TEACHERS

Instruction

I-1: The teacher demonstrates current and accurate knowledge of subject matter covered in the curriculum.

- exhibits an understanding of the subject area(s) taught
- demonstrates skills relevant to the subject area
- demonstrates an ability to make topics and activities meaningful and relevant to each other
- exhibits/demonstrates an understanding of technology skills appropriate for the grade level/subject matter
- bases instruction on goals that reflect high expectations, understanding of the subject, and importance of learning

I-2: The teacher plans instruction to achieve desired student learning objectives that reflect the current district curriculum.

- selects student objectives for lessons consistent with district guidelines and curriculum
- selects learning activities for lessons consistent with district curriculum and student needs
- develops lesson plans that are clear, logical, and sequential
- plans purposeful assignments for teacher assistants, substitute teachers, student teachers, and others
- assists students in planning, organizing, and preparing for assignments, long-range projects, and tests

I-3: The teacher uses materials, technology, and resources compatible with students' needs and abilities that support the current district curriculum.

- selects a variety of materials and media that support the curriculum
- integrates available technology
- selects resources including outside personnel that offer added dimensions to the curriculum

I-4: The teacher links present content/skills with past and future learning experiences, other subject areas, and real world experiences/applications.

- solicits comments, questions, examples, demonstrations, and other contributions from students throughout the lesson
- matches content/skills taught with the overall scope and sequence of the lesson
- links current objectives with prior student learning

I-5: The teacher communicates effectively with students.

- uses standard English grammar when communicating with students
- uses precise language, acceptable oral expression, and written communication
- explains concepts and lesson content to students in a logical and sequential appropriate manner
- gives clear and appropriate directions
- models various effective communication strategies for conveying ideas and information for a variety of learning styles
- emphasizes major points of concern by using techniques e.g., repetition and verbal or non-verbal cues
- actively listens and responds constructively

I-6: The teacher uses instructional strategies that promote student learning.

- communicates clear performance expectations for student learning.
- uses a variety of teaching strategies (e.g., cooperative learning, inquiry, lecture, discussion, problem-based learning).
- uses questioning strategies effectively.
- checks for understanding and modifies instruction accordingly.
- summarizes and reviews major concepts from the lessons.

I-7: The teacher provides learning opportunities for individual differences.

- demonstrates sensitivity, respect, and responsiveness for individual, cultural, religious, and racial differences within the classroom
- works with resource/monitoring teachers to implement IEPs and Section 504 plans for identified students
- identifies and plans for the instructional and developmental needs of all students

- selects material and media that match learning styles of individual students
- demonstrates an ability to evaluate and refine existing materials and to create new materials when necessary
- explains content and demonstrates skills in a variety of ways to meet the needs of each student

I-7: The teacher provides learning opportunities for individual differences.

- gives each student an equal opportunity for involvement in learning
- holds each student individually responsible for learning

Assessment

A-1: The teacher provides a variety of ongoing and culminating assessments to measure student performance.

- assesses student performance based on instructional objectives
- continuously monitors student progress before, during, and after instruction
- demonstrates competence in the use of acceptable grading, ranking, and scoring practices in recording student achievement
- uses multiple assessment strategies including teacher-made, criterion-referenced, and standardized tests
- uses oral, non-verbal, and written forms of assessment to measure student performance
- includes information on student participation, performance, and/or products in assessment

A-2: The teacher provides appropriate and timely feedback to encourage student progress.

- provides prompt feedback to help students monitor and improve their performance
- provides meaningful and timely feedback to students and parents
- communicates and collaborates with colleagues in order to improve student performance
- collects sufficient assessment data to support accurate reporting of student progress
- gives performance feedback to students before, during, and after instruction

A-3: The teacher uses assessment results to make both daily and long-range instructional decisions.

- uses pre-assessment data to develop expectations for students and for documenting learning
- uses results of a variety of formal and informal assessments to plan, monitor, and modify instruction as needed
- uses a variety of assessments to monitor and modify instructional content and strategies
- uses student assessment data to identify individual and group learning needs
- uses informal assessments to adjust instruction while teaching

Learning Environment

E-1: The teacher maximizes the use of instructional time and resources to increase student learning.

- establishes and utilizes effective routines and procedures
- prepares materials in advance
- structures transitions in an efficient and constructive manner
- utilizes a variety of available resources to develop engaging instruction

E-2: The teacher demonstrates and models respect toward students and others.

- models fairness, courtesy, respect, and active listening towards students and others
- respects students, families, colleagues, and others
- models concern for students' emotional and physical well-being

E-3: The teacher organizes the classroom to ensure a safe academic and physical learning environment.

- creates a physical setting that promotes learning and minimizes disruption
- creates a learning environment that encourages student participation, inquiry, and risk-taking
- manages emergency situation appropriately
- arranges and adapts the classroom setting to accommodate individual and group learning needs

E-4: The teacher communicates and maintains clear expectations about behavior, classroom procedures, and academic achievement.

- communicates academic and behavioral expectations to students and parents in a clear, concise, and reasonable manner
- manages student behavior and provides feedback in a constructive and equitable manner to students and parents
- responds in a timely manner to concerns regarding students
- relays information about school activities and function

Professionalism

P-1: The teacher demonstrates professional behavior.

- maintains a professional demeanor and appearance
- serves as a positive role model
- carries out responsibilities in accordance with established policies, practices, and regulations in a timely manner
- adheres to professional standards

P-2: The teacher participates in an ongoing process of professional development.

- participates in appropriate professional growth activities (e.g., committees, course work, workshops, conferences) consistent with personal growth and district identified needs
- uses self-assessment and evaluation feedback to improve performance
- explores and applies knowledge and information about effective methods

P-3: The teacher contributes to the overall school climate by supporting school goals.

- builds professional relationships with colleagues that foster increased student learning
- shares teaching methods, materials, research, and insights with colleagues
- serves on school and/or district committees and supports school activities
- supports the vision, mission, and goals of the school and district and supports community initiatives if appropriate
- contributes to the development of the profession by serving as a mentor, peer coach, and/or supervisor to pre-service teachers or interns

P-4: The teacher initiates and maintains timely communication with parents/guardians, colleagues, and administrators concerning student progress or problems.

- communicates in a positive and congenial manner
- works with school staff and other service providers to reach educational decisions that enhance student learning
- adheres to school district policies regarding communication of student information
- communicates concerns and problems in a constructive manner maintaining confidentiality as appropriate
- shares major instructional goals and classroom expectations with parents
- establishes and maintains multiple modes of communication between school and home
- initiates communication and responds in a timely manner
- forges partnership and offers strategies for families to assist in their children's education

Cloverleaf Evaluation Form – Counselors/Psychologists/Media Specialists

Educator:

Dates:

Preconference:

Grade/Subject:

Observation(s):

Evaluation Date:

School:

Conference Date:

This evaluation is based upon the most recent classroom visitation, daily observations, and general professional performance of the educator. Please indicate N/A if not applicable.

<i>Instructional Skills</i>	<i>Standard Ratings</i>			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
I-1 The educator demonstrates current and accurate knowledge of subject matter covered in the curriculum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-2 The educator plans instruction to achieve desired student learning objectives that reflect the current district curriculum, building initiatives, and student growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-3 The educator uses materials, technology, and resources compatible with students' needs and abilities that support the current district curriculum.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-4 The educator links current content with related learning experiences, other subject areas, and real world experiences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-5 The educator communicates effectively with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-6 The educator uses instructional strategies that promote student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-7 The educator provides learning opportunities for individual differences.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I-8 The educator assists students in course selection, career exploration, and personal growth.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:				

*denotes deficient

Appendix F-1

S-10 g (Rev. 10/05)

<i>Assessment Skills</i>	<i>Standard Ratings</i>			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
A-1 The educator provides a variety of ongoing and culminating assessments to measure student performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A-2 The educator provides ongoing and timely feedback to encourage student progress.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A-3 The educator uses assessment results to make both daily and long-range instructional decisions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>				

<i>Learning Environment Skills</i>	<i>Standard Ratings</i>			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
E-1 The educator maximizes the use of instructional time and resources to increase student learning.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E-2 The educator demonstrates and models respect toward students and others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E-3 The educator organizes the instructional area(s) to ensure a safe academic and physical learning environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E-4 The educator communicates and maintains clear expectations about behavior, school procedures, and academic achievement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>				

*denotes deficient

Appendix F-1

S-10 h (Rev. 10/05)

<i>Professionalism</i>	<i>Standard Ratings</i>			
	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
P-1 The educator demonstrates professional behavior.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P-2 The educator participates in an ongoing process of professional development.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P-3 The educator contributes to the overall school climate by supporting school goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P-4 The educator initiates and maintains timely communication with parents/guardians, colleagues and administrators concerning student progress or problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments:</i>				

Optional Comments:

*denotes deficient

Statement of Future Objectives

The following objectives were agreed upon by educator and evaluator to be accomplished prior to the dates specified:

Specific recommendations for assistance in achieving the above objectives may include but are not limited to the following:

Note:

White copy to Principal's office

Pink copy to Educator

Yellow copy to Superintendent's office

Principal's Signature

Educator's Signature as evidence
of having read contents of the
overview.

*denotes deficient

**CLOVERLEAF EVALUATION GUIDELINES –
COUNSELORS/PSYCHOLOGISTS/MEDIA SPECIALISTS**

S-10 j (Rev. 10/05)

Instruction**I-1: The educator demonstrates current and accurate knowledge of subject matter covered in the curriculum.**

- exhibits an understanding of the subject areas
- demonstrates skills relevant to the subject areas
- demonstrates an ability to make topics and activities meaningful and relevant to each other
- exhibits/demonstrates an understanding of technology skills appropriate for the grade level/subject matter
- bases instruction on goals that reflect high expectations, understanding of the subject, and importance of learning

I-2: The educator plans instruction to achieve desired student learning objectives that reflect the current district curriculum, building initiatives and student growth.

- selects student objectives for lessons consistent with district guidelines and curriculum
- selects learning activities for lessons consistent with district curriculum and student needs
- develops appropriate plans for testing sessions, programs, presentations and/or meetings that are clear, logical, and sequential
- plans purposeful assignments for educational assistants, substitute educators, student aides, and others
- assists students in planning, organizing, and preparing for assignments, long-range projects, and tests
- meets with the principal on a regular basis to discuss student issues and building initiatives
- participates in the school wide testing program, including the scheduling of testing, the administering of the tests, and the interpreting of results to students, parents, staff and administration

I-3: The educator uses materials, technology, and resources compatible with students' needs and abilities that support the current district curriculum and student growth.

- selects a variety of materials and media that support the curriculum
- integrates available technology
- selects resources including outside personnel that offer added dimensions to the curriculum

I-4: The educator links present content/skills with past and future learning experiences, other subject areas, and real world experiences/applications.

- solicits comments, questions, examples, demonstrations, and other contributions from students throughout the lesson, counseling session, or testing session
- matches content/skills taught with the overall scope and sequence of the lesson or testing session
- links current objectives with prior student learning and future career planning

I-5: The educator communicates effectively with students.

- uses standard English grammar when communicating with students
- uses precise language, acceptable oral expression, and written communication
- explains concepts and lesson content to students in a logical and sequential appropriate manner
- gives clear and appropriate directions
- models various effective communication strategies for conveying ideas and information for a variety of learning styles
- emphasizes major points of concern by using techniques e.g., repetition and verbal or non-verbal cues
- actively listens and responds constructively

I-6: The educator uses instructional strategies that promote student learning.

- communicates clear performance expectations for student learning
- uses a variety of strategies (e.g., cooperative learning, inquiry, lecture, discussion, problem-based learning, conflict management, groups, etc.)
- uses questioning strategies effectively
- checks for understanding and modifies instruction accordingly
- summarizes and reviews major concepts from the lessons, presentations, testing sessions, and/or counseling sessions

I-7: The educator provides learning opportunities for individual differences.

- demonstrates sensitivity, respect, and responsiveness for individual, cultural, religious, and racial differences
- works with resource/monitoring teachers to implement IEPs and Section 504 plans for identified students
- identifies and plans for the instructional and developmental needs of all students
- selects material and media that match learning styles of individual students
- demonstrates an ability to evaluate and refine existing materials and to select new materials when necessary
- explains content and demonstrates skills in a variety of ways to meet the needs of each student
- gives each student an equal opportunity for involvement in learning
- holds each student individually responsible for learning
- works with students, parents, school resource personnel and community resources to prevent students from dropping out of school
- works to resolve students' educational handicaps with the help of all pertinent individuals (parents, educators, administrators, counselors, psychologists, ESC personnel, MCCC personnel, etc.)
- provides timely information for special programming and events such as summer school, gifted opportunities, ACT/SAT testing, scholarships, etc.
- works with district crisis team and assists in the development of district-wide crisis plan

I-8: The educator assists students in course selection, career exploration, and personal growth.

- assists students in course and subject selection
- assists students, teachers, and parents in evaluation of their aptitudes, interests, and abilities through the administration and interpretation of individual standardized test scores and other pertinent data
- works with students in evolving education and occupation plans using test scores, interest inventories, and other pertinent data
- remains available to students as to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity
- works with students on an individual basis in the solution of personal problems related to such problems as peers, home and family relations, health, and social/emotional adjustment
- guides students in their participation in school and community activities

Assessment**A-1: The educator provides a variety of ongoing and culminating assessments to measure student performance.**

- assesses student performance based on instructional objectives
- assesses student ability and achievement levels
- continuously observes and monitors student progress to ensure student success
- demonstrates competence in the use of acceptable grading, ranking, and scoring practices in recording student achievement
- uses multiple assessment strategies including teacher-made, criterion-referenced, and standardized tests
- uses oral, non-verbal, and written forms of assessment to measure student performance
- includes information on student participation, performance, and/or products in assessment
- initiates, assembles, maintains, and interprets cumulative progressive records and uniform transcript records for assigned students
- maintains accurate records of those students participating in post-secondary educational options
- reviews and maintains cumulative records, psych files and other pertinent data
- prepares, organizes, and disseminates necessary paperwork for meetings (for IEP, 504s, MFEs, IATs, team meetings, etc.)

A-2: The educator provides appropriate and timely feedback to encourage student progress.

- provides prompt feedback to help students monitor and improve their performance
- provides meaningful and timely feedback to students and parents
- communicates and collaborates with colleagues in order to improve student performance

- collects sufficient assessment data to support accurate reporting of student progress
- gives performance feedback to students to ensure student success

A-2: The educator provides appropriate and timely feedback to encourage student progress.

- confers with parents, students, and staff as needed

A-3: The educator uses assessment results to make both daily and long-range instructional decisions.

- uses pre-assessment data to develop expectations for students and for documenting learning.
- uses results of a variety of formal and informal assessments to plan, monitor, and modify instruction as needed
- uses a variety of assessments and observations to monitor and modify instructional content and strategies
- uses student assessment data to identify individual and group learning needs
- uses informal assessments to adjust instruction while teaching
- supervises the preparation and processing of college scholarships and employment applications
- makes recommendations to college for admissions and scholarships
- provides student information to colleges and potential employers

Learning Environment**E-1: The educator maximizes the use of instructional time and resources to increase student learning.**

- establishes and utilizes effective routines and procedures
- prepares materials in advance
- utilizes a variety of available resources to prepare the students' schedules and schedule individual students
- obtains and disseminates occupational and information to students and to classes studying occupations
- facilitates smooth transitions for students (and parents) from grade to grade and building to building
- orients new students to school procedures and the school's varied opportunities for learning

E-2: The educator demonstrates and models respect toward students and others.

- models fairness, courtesy, respect, and active listening towards students and others
- respects students, families, colleagues, and others
- models concern for students' emotional and physical well-being

E-3: The educator organizes instructional area(s) to ensure a safe academic and physical learning environment.

- creates a physical setting that promotes learning and minimizes disruption
- creates a learning environment that encourages student participation, inquiry, and risk-taking
- manages emergency situation appropriately
- arranges and adapts the instructional setting to accommodate individual and group learning needs
- performs designated responsibilities as assigned by the principal such as cafeteria supervision, hall and restroom supervision, study hall, homeroom and bus duty

E-4: The educator communicates and maintains clear expectations about behavior, school procedures, and academic achievement.

- communicates academic and behavioral expectations to students and parents in a clear, concise, and reasonable manner
- manages student behavior and provides feedback in a constructive and equitable manner to students and parents
- responds in a timely manner to concerns regarding students
- relays information about school activities and function
- assists staff and students in planning activities (i.e. shadowing experiences, vocational schools visitations, college representative visitations, career programs, speakers, etc.)

Professionalism**P-1: The educator demonstrates professional behavior.**

- maintains a professional demeanor and appearance
- serves as a positive role model
- carries out responsibilities in accordance with established policies, practices, and regulations in a timely manner

- adheres to professional standards
- maintains confidentiality regarding student performance and adjustment
- is professionally responsive to supervision and suggestions for improvement

P-2: The educator participates in an ongoing process of professional development.

- participates in appropriate professional growth activities (e.g., committees, course work, workshops, conferences) consistent with personal growth and district identified needs
- uses self-assessment and evaluation feedback to improve performance
- explores and applies knowledge and information about effective methods
- remains current in district programming options and testing programs, as well as college and career options

P-3: The educator contributes to the overall school climate by supporting school goals.

- builds professional relationships with colleagues that foster increased student learning
- shares teaching methods, materials, research, and insights with colleagues
- serves on school and/or district committees and supports school activities
- supports the vision, mission, and goals of the school and district and supports community initiatives if appropriate
- contributes to the development of the profession by serving as a mentor, peer coach, and/or supervisor to pre-service educators or interns

P-4: The educator initiates and maintains timely communication with parents/guardians, colleagues, and administrators concerning student progress or problems.

- communicates in a positive and congenial manner
- works with school staff and other service providers to reach educational decisions that enhance student learning
- adheres to school district policies regarding communication of student information
- communicates concerns and problems in a constructive manner maintaining confidentiality as appropriate
- shares major instructional, attendance, and career goals, as well as classroom expectations with parents
- establishes and maintains multiple modes of communication between school and home
- initiates communication and responds in a timely manner
- forges partnership and offers strategies for families to assist in their children's education
- recommends strategies to encourage student learning and social adjustment
- serves as a liaison with other student/family and outside agency/service

CLOVERLEAF LOCAL SCHOOLS

CERTIFICATE OF ABSENCE

Date _____

_____ I will be

absent from regular duty on the following dates:

_____ I was

_____, 20 ____ _____, 20 ____ From _____am/pm to _____am/pm

_____, 20 ____ _____, 20 ____ From _____am/pm to _____am/pm

_____, 20 ____ _____, 20 ____ From _____am/pm to _____am/pm

_____, 20 ____ _____, 20 ____ From _____am/pm to _____am/pm

_____, 20 ____ _____, 20 ____ From _____am/pm to _____am/pm

Total Days/Hours Absent _____

For the following reason(s):

- | | |
|--|--|
| <input type="checkbox"/> Sick Leave | <input type="checkbox"/> Unpaid Leave |
| <input type="checkbox"/> Personal Leave | <input type="checkbox"/> Association Leave |
| <input type="checkbox"/> Professional Leave | <input type="checkbox"/> Jury Leave |
| <input type="checkbox"/> Bereavement Leave | <input type="checkbox"/> Compulsory Leave |
| <input type="checkbox"/> Parental Leave | <input type="checkbox"/> Military Leave |
| <input type="checkbox"/> Adoption Leave | <input type="checkbox"/> Sabbatical Leave |
| <input type="checkbox"/> Family Medical Leave Act (FMLA) | |

I certify that my use of leave is in compliance with Article XII of the Contract and that any misuse of leaves may result in discipline.

Signature of Employee

Indicate building: CHS CMS CES

THIS FORM MUST BE RETURNED TO THE OFFICE

CLOVERLEAF LOCAL SCHOOL DISTRICT

TENURE APPLICATION FORM

If you will be eligible for tenure according to Article 5.01 (A), please complete the form below and forward it to the Superintendent's office by October 1.*

I, _____, wish to apply for tenure for the school year
(Please print your name)
beginning in _____.

Signature of Applicant

Date

Building

*A bargaining unit member must meet all the State requirements for obtaining a continuing contract prior to receiving a continuing contract. The tenure application form must be submitted to the Superintendent by October 1 during the school year the bargaining unit member requests the continuing contract. If the bargaining unit member does not notify the Superintendent by October 1, the member will not be considered for a continuing contract and must reapply by October 1 of the following school year.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Cloverleaf Local School District Board of Education and the Cloverleaf Education Association for the purpose of modifying the collective bargaining agreement between the parties. Accordingly, the parties hereby agree as follows:

The Association recognizes the Board's financial need to hire non-bargaining unit members to fill positions on a temporary basis. The Association and Superintendent shall mutually determine the temporary/non-bargaining unit member positions not contained in Article I to be filled on an annual basis. If there is a need to fill temporary positions, the Association and Superintendent shall meet prior to June 1 to discuss the possibility of entering into a mutually agreed upon memorandum of understanding which would allow the District to hire outside the bargaining unit in the following areas for the ensuing school year:

1. ESL Teachers
2. Transition to work
3. Certain adaptive behavior/autism specialists
4. Nurses
5. Other services as mutually agreed upon by the Superintendent and Association President