



12-MED-03-0350  
1813-01  
K29846  
07/26/2013

**MASTER AGREEMENT**

**BETWEEN**

**CALDWELL EXEMPTED VILLAGE SCHOOL  
DISTRICT**

**AND**

**CALDWELL TEACHERS ASSOCIATION**

**JULY 1, 2012 THROUGH JUNE 30, 2013**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
<b>Article 1</b>	<b><u>RECOGNITION</u></b>	
	1.01 Recognition.....	1
	1.02 Equal Rights Clause.....	1
<b>Article 2</b>	<b><u>NEGOTIATIONS</u></b>	
	2.01 Procedures.....	1
	2.02 Scope of Bargaining.....	2
	2.03 Agreement.....	2
	2.04 Disagreement.....	2
<b>Article 3</b>	<b><u>MANAGEMENT RIGHTS</u></b>	
	3.01 Management Rights.....	3
<b>Article 4</b>	<b><u>ASSOCIATION RIGHTS</u></b>	
	4.01 Association Privileges.....	4
	4.02 Association Leave.....	5
	4.03 Fair Share Fee.....	5
<b>Article 5</b>	<b><u>GRIEVANCE PROCEDURE</u></b>	
	5.01 Grievance Policy.....	6
	5.02 Purpose of Objectives.....	7
	5.03 Definition.....	7
	5.04 General Provisions.....	7
	5.05 Informal Level.....	9
	5.06 Level I – Administration.....	9
	5.07 Level II – Superintendent.....	9
	5.08 Level III – Board.....	9
	5.09 Level IV – Arbitration.....	10
<b>Article 6</b>	<b><u>LEAVES</u></b>	
	6.01 Personal Leave.....	11
	6.02 Emergency Leave.....	11
	6.03 Professional Leave.....	11
	6.04 Maternity/Paternity Leave of Absence.....	13
	6.05 Sick Leave.....	14
	6.06 Sick Leave Donation.....	14
	6.07 Military Leave.....	16
	6.08 Bereavement Leave.....	16
	6.09 Leave of Absence.....	16
	6.10 Court Leave.....	17
	6.11 Assault Leave.....	17

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
<b>Article 6</b>	<b><u>LEAVES (continued)</u></b>	
	6.12 Adoption Leave.....	18
	6.13 Sick/Personal Leave Bonus.....	18
<b>Article 7</b>	<b><u>TEACHING CONDITIONS</u></b>	
	7.01 Teacher Work Load .....	18
	7.02 Teaching Environment .....	18
	7.03 Planning Periods .....	19
	7.04 School Calendar .....	19
	7.05 Work Day/Work Year.....	19
	7.06 Home Tutoring Positions.....	20
	7.07 Transporting Students.....	20
	7.08 Individual Rights.....	20
	7.09 Discipline .....	21
	7.10 Personnel Files.....	21
<b>Article 8</b>	<b><u>VACANCIES, TRANSFERS AND ASSIGNMENTS</u></b>	
	8.01 Teaching Assignment .....	22
	8.02 Vacancies .....	22
	8.03 Voluntary Transfers and Assignments .....	23
	8.04 Involuntary Transfers and Assignments.....	23
	8.05 Authority to Transfer .....	23
<b>Article 9</b>	<b><u>EMPLOYMENT STATUS</u></b>	
	9.01 Individual Contracts.....	24
	9.02 Sequence of Limited Contract Issuance.....	24
	9.03 Continuing Contracts .....	24
	9.04 Termination of Contract .....	24
	9.05 Non-Renewal of Regular Limited Contract.....	24
	9.06 Rehire of Retired Teachers .....	25
<b>Article 10</b>	<b><u>EVALUATION</u></b>	
	10.01 Evaluation Rights .....	26
	10.02 Procedures and Sequence.....	26
	10.03 Disagreement .....	27
	10.04 Review .....	27
<b>Article 11</b>	<b><u>REDUCTION IN STAFF</u></b>	
	11.01 Definition .....	28
	11.02 Reasons for Reduction .....	28
	11.03 Notification .....	28

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
<b>Article 11</b>	<b><u>REDUCTION IN STAFF (continued)</u></b>	
	11.04 Procedure .....	28
	11.05 Seniority Definitions .....	29
	11.06 Rights to Recall .....	30
<b>Article 12</b>	<b><u>COMPENSATION AND BENEFITS</u></b>	
	12.01 Payroll Deduction .....	31
	12.02 Payroll Procedures .....	32
	12.03 Salary Schedule .....	33
	12.04 Additional Training.....	35
	12.05 Supplemental Contracts .....	35
	12.06 Supplemental Salary Schedule.....	36
	12.07 Compensation for Substituting .....	37
	12.08 Classroom Supply Fund .....	37
	12.09 Tuition Reimbursement .....	37
	12.10 Mileage Reimbursement .....	37
	12.11 Pickup of Employee Contributions to STRS .....	38
	12.12 Severance Pay .....	38
	12.13 Incentive for Early Notice of Retirement .....	39
	12.14 Insurance Benefits .....	39
<b>Article 13</b>	<b><u>COMMITTEES</u></b>	
	13.01 Local Professional Development Committee .....	39
	13.02 Insurance Committee .....	40
	13.03 Labor/Management Committee .....	41
	13.04 Master Teacher Committee.....	41
<b>Article 14</b>	<b><u>DURATION OF AGREEMENT</u></b>	
	14.01 Waiver of Negotiations .....	42
	14.02 Terms of Agreement .....	42
	Signatures.....	42
	Grievance Form.....	43

**ARTICLE 1**  
**RECOGNITION**

1.01 **RECOGNITION**

The Caldwell Board of Education, hereinafter “Employer” or “Board,” hereby recognizes the Caldwell Teachers Association/OEA/NEA-Local, hereafter the “Association”/”Union” as the sole and exclusive bargaining representative for the purpose of and as defined in Chapter 4117 Ohio Revised Code, for all full-time certificated personnel and all part-time certificated personnel, employed to work 20 hours or more per week under a regular contract, whether employed or on leave. The Union recognizes that the superintendent, assistant superintendent, principals, and other administrative personnel as defined in Chapter 4117 Ohio Revised Code, substitute teachers, and other confidential, supervisory or management-level employees as defined in Section 4117.04 of the Ohio Revised Code, are excluded from the bargaining unit.

Recognition of the Association as the exclusive representative of members of the bargaining unit shall be for the terms of this written contract without challenge as provided for in Section 4117.01(A) and 4117.05(B) of the Ohio Revised Code.

1.02 **EQUAL RIGHTS CLAUSE**

The parties to this agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the bargaining unit.

**ARTICLE 2**  
**NEGOTIATIONS**

2.01 **PROCEDURES**

- A. Each party shall designate a negotiations team of up to five persons. All negotiations shall be conducted between said teams. Each party may have up to five (5) observers of their choice. Observers may not participate in negotiations at the bargaining table.
- B. Bargaining teams shall be empowered to make proposals and counterproposals, to consider proposals and counter-proposals, and to indicate tentative agreement on behalf of the parties.
- C. Negotiations shall be conducted in good faith. Good faith shall be defined to include adherence to these procedures and a willingness to react to the other party’s proposals. This shall mean that if a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith does not require either party to agree to a proposal or make a concession.
- D. A list of items proposed for negotiations shall be submitted in writing by the Association to the superintendent, and by the superintendent to the Association president no later than ninety (90) days prior to the expiration of the contract.

- E. Both parties shall meet and exchange initial proposals no later than eighty (80) days prior to the expiration of the contract.
- F. A mutually convenient meeting shall be held no later than seventy (70) days prior to the expiration of the contract.
- G. At the first meeting, the bargaining teams shall establish an agenda of items for negotiations. No additional items shall be added to the agenda after the first meeting unless mutually agreed to by both parties.
- H. Meetings shall be held in executive session unless otherwise mutually agreed.
- I. The parties may appoint joint ad hoc committees to research and study proposals, and to make recommendations on matters under consideration. The committee shall report all findings to both parties. Any cost will be mutually shared.
- J. Each party shall have the right to recess its group for independent caucus at any time for a period of thirty (30) minutes or as the parties otherwise mutually agree. Either party may call upon professional and lay consultants in the manner it deems necessary. Each party agrees to pay for the services of consultants which it obtains.
- K. Both parties agree not to release information concerning negotiations to persons or groups not immediately concerned in negotiations without mutual consent.
- L. The Association will provide the final typed copies of items mutually agreed upon.
- M. The Board and the Caldwell Teachers Association will share equally the cost of providing printed contracts to all parties in the bargaining unit, the Board, and the administration.

## 2.02 SCOPE OF BARGAINING

Wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this agreement.

## 2.03 AGREEMENT

When tentative agreement is reached between the teams, it shall be submitted to the Caldwell Teachers Association and the Board for approval. Both parties agree to act on approval at the next regular or special meeting, provided the Board shall not act prior to the action by the Association. Following approval by both parties, the agreement shall be signed by both parties. The resulting contract shall be binding on both parties.

## 2.04 DISAGREEMENT

- A. Pursuant to Section 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute

resolutions procedures which supersede the procedures listed in Section 4117.14(C) (2-6) and any other procedures to the contrary.

- B. Fifty (50) days prior to the termination of this Agreement, the parties jointly shall notify the State Employment Relations Board (SERB) that they intend to utilize these mutually agreed upon dispute resolution procedures in lieu of the SERB procedures contained in ORC 4117.14(C) (2-6).
- C. If no agreement is reached by the thirtieth (30th) calendar day preceding expiration of this Agreement, or some other mutually agreed date, both parties shall request the services of the Federal Mediation and Conciliation Service. The mediator shall have the authority to hold bargaining sessions or conferences with representatives of the parties.
- D. In the event the members of the negotiations teams are unable to reach agreement within ten (10) days of the expiration of the existing agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code, such right being modified by future changes, if any, to the Ohio Revised Code.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

- 3.01 The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including, the foregoing, all of the rights identified in Section 4117.08 of the Ohio Revised Code. These include:
- A. Determine matter of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board, standards of school services, its overall budget, utilization of technology and the school district organizational structure;
  - B. Direct, supervise, evaluate or hire employees;
  - C. Maintain and improve the efficiency and effectiveness of the Board's operations;
  - D. Determine the overall methods, process, means or personnel by which school district operations are to be conducted;
  - E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
  - F. Determine the adequacy of the work force;
  - G. Determine the overall mission of the school district;

- H. Effectively manage the work force;
- I. Take action to carry out the mission of the school district.
- J. The Board is not required to bargain on subjects reserved to the management and direction of the school district except as affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

**ARTICLE 4**  
**ASSOCIATION RIGHTS**

4.01 **ASSOCIATION PRIVILEGES**

The Association shall be granted the following privileges:

- A. Use of school facilities for meetings. Meetings shall be arranged to not interrupt normal instructional programs and in keeping with Board policy governing use of buildings. The Association president or building representative shall get prior permission from the building principal or superintendent.
- B. Use of school equipment such as copiers, computers, printers, typewriters, calculators and audio-visual machines. Board purchased consumable materials used by the Association, e.g., paper, shall be paid for by the Association at Board cost. Such use for Association purposes will be done on other than school time.
- C. Use of designated space on faculty bulletin boards.
- D. Use of internal school mail delivery provided that such does not result in any added cost to the Board.
- E. The Association shall receive a copy of the agenda and minutes of each Board meeting. Such agenda shall be sent to the Association e-mail or by hand at the same time it is sent to the Board. Additional items that will be supplied to the Association on request at no cost to the Association for negotiations are as follows:
  - 1. Amended Certificate
  - 2. Adopted Appropriations Resolutions
  - 3. December Revenue Report containing expenditures & receipts
  - 4. Teacher training and experience grid.
- F. The Association shall be allowed to participate in the orientation meetings for professional staff members.
- G. The Association shall have the right to place organizational ID on its members mailboxes.

#### 4.02 ASSOCIATION LEAVE

The Association president shall be provided released time of one day per semester, with pay, to attend hearings or conferences related to the administration of the Master Agreement.

#### 4.03 FAIR SHARE FEE

##### A. Payroll Deduction of Fair Share Fee

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Caldwell Teachers Association, a fair share fee for the Association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

##### B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall be 100% of the unified dues of the Association, shall be transmitted by the Association to the treasurer on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

##### C. Schedule of Fair Share Fee Deductions

###### 1. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of bargaining unit employees hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- a. 60 days in a bargaining unit position, which shall be required probationary period.
- b. January 15

###### 2. Upon Termination of Membership During the Membership Year

The treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deductions. The deduction of said amounts shall commence on the first pay date occurring on or after 45 days from the termination of membership.

##### D. Transmittal of Deductions

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

E. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

F. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

G. Indemnification of Employer

The Association on behalf of itself and the OEA and NEA agrees to defend and indemnify the Board, its individual members, officers and employees, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against it, or one of its members, officers, or employees by a non-member for which indemnification may be claimed;
2. The Association shall reserve the right to designate counsel to represent and defend the employee;
3. The Board agrees to (1) give full and complete cooperation 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;
4. 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.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

5.01 GRIEVANCE POLICY

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

## 5.02 PURPOSE OF OBJECTIVES

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

## 5.03 DEFINITION

A. A Grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the written master agreement entered into between the Board of Education and the recognized employee organization, setting forth the understanding of the parties upon those matters negotiated and agreed to.

B. A grievant shall mean a person, a group of persons, or the Association itself alleging that some violation, misinterpretation or misapplication of the aforementioned agreement has actually occurred.

A grievance alleged to be a "group" grievance shall have arisen out of like circumstances affecting each member of the said group.

C. Days shall be defined as actual teacher work days during the school calendar year and shall be defined as Administrative work days (Monday-Friday excluding holidays) during the summer when school is not in session.

## 5.04 GENERAL PROVISIONS

A. An individual grievance shall be initiated by the person so aggrieved.

B. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more teachers arising out of like circumstances.

C. An Association grievance may be filed upon an alleged contract violation.

D. A grievance shall be reduced to writing and shall include:

1. The alleged violation,
2. Relief sought; and
3. Date of initiating procedure.

E. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure.

F. Counsel of choice may be used by any or all parties involved in the grievance procedure at Levels II, III, and IV. If counsel for the teacher is an organizational counsel, the person shall be an official representative of the Association. The Association shall be notified and permitted to be present at any level at which an adjustment of a grievance may be resolved.

- G. Time limits given shall be considered as maximums, unless otherwise extended by mutual written agreement by the parties involved.
- H. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean that the grievance has been resolved by the recommendations stated in the previous level.
- I. Failure of the administration to respond in the time limit stated shall entitle the aggrieved to proceed to the next level of the Grievance Procedure.
  - 1. Once a grievance has been initiated, if the aggrieved or administrator becomes incapacitated by injury, illness, or catastrophic event to the extent that they are unable to report to work or respond within the timelines as defined in this Article, the grievance shall be considered “on hold” until both parties are physically able to continue the procedure, or until the Association and superintendent or designee agrees to further processing of the grievance.
- J. A grievance may be initiated at Level II when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.
- K. Resolution of a grievance at any level shall apply to the stated grievance.
- L. Nothing contained in this procedure shall be construed as limiting the rights of a teacher to use other professional or legal assistance in resolving a complaint or problem.
- M. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.
- N. No reprisal shall be made against any party involved in the use of this grievance procedure.
- O. A grievance may be resolved or withdrawn at any level without prejudice or reason.
- P. No record, document or communication concerning a grievance shall be placed in the personnel file of any participants involved in the procedure herein described.
- Q. All records, documents or communications concerning a grievance shall be filed in a grievance file upon resolution of the stated grievance.
- R. Mutual cooperation will prevail between the Board/ administration and the Association in the investigative phase of any grievance and both sides will furnish such information as is requested for the processing of any grievance.

5.05 INFORMAL LEVEL

An alleged violation will first be discussed informally with the appropriate administrator within ten (10) days of the member becoming aware of the problem and prior to the initiation of the formal grievance procedure.

5.06 LEVEL I - ADMINISTRATION

- A. A copy of the written grievance shall be submitted to the immediate administrator of the aggrieved party within ten (10) days of the informal meeting or said grievance shall no longer exist. A copy of said grievance shall be filed with the superintendent.
- B. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the filing of the grievance. Either the aggrieved or the administrator or both, and such persons as may provide information related to the grievance may be present at said meeting. Discussion at this meeting shall be confined to the issues as stated in the grievance and the relief sought.
- C. Within five (5) days of the meeting, the administrator shall provide the aggrieved with a written response stating his position and suggestion for resolution of the grievance. A copy shall be sent to the superintendent.

5.07 LEVEL II - SUPERINTENDENT

- A. If the aggrieved is not satisfied with the suggestion for resolution received in Level I, he/she may within five (5) days of receipt of such written response, submit his written grievance to the superintendent and request a meeting to discuss the grievance.
- B. The meeting shall be within five (5) days of the request.
- C. The meeting shall be conducted in a manner as stated in Level I.
- D. Within five (5) days of the meeting, the superintendent shall provide the aggrieved and the immediate administrator of Level I with a written response stating his/her position and suggestion for resolution of the grievance.

5.08 LEVEL III - BOARD

- A. If the action taken by the superintendent does not resolve the grievance to the satisfaction of the employee or group, such employee or group may appeal in writing to the Board of Education. The notice of appeal shall be sent to the superintendent and a copy filed with the treasurer of the Board of Education. Failure to file such appeal within five (5) days from receipt of the written memorandum of the superintendent's action on said grievance shall be deemed a waiver of the right to appeal. The superintendent shall place the matter on the agenda for the next regular meeting of the Board of Education.

- B. The aggrieved employee shall have the right to be represented at such meeting by counsel or by a representative of his employee organization.
- C. The Board of Education shall act upon such appeal no later than its next regular meeting. The Board of Education's action shall be based upon the recommendation of the superintendent and the arguments presented by or on behalf of the employee. Copies of the Board of Education action shall be sent to the employee, superintendent, and the building principal by the treasurer.

5.09 LEVEL IV - ARBITRATION

- A. If the grievant is not satisfied with the decision of the Board, or if no decision is rendered by the Board within five (5) days of the Level III meeting, the grievant, may request that the Association appeal the grievance to Arbitration. Within ten (10) days of the Board's decision or the date the decision was due, the Association by written notice to the treasurer shall have the right to appeal the dispute to an impartial arbitrator. The appeal for arbitration of the grievance shall be in accordance with the rules of the American Arbitration Association.
- B. The parties will be bound by the voluntary Labor Arbitration rules of the American Arbitration Association, but the Board, the Association, and the grievant or the grievance representative shall not be permitted to assert any ground in arbitration if such ground was not disclosed to the other party prior to the appeal to the arbitrator, or to introduce any evidence known but not disclosed prior to the appeal to the arbitrator. The arbitration hearing shall be continued upon request of either party if during the hearing either party asserts any ground that was not disclosed to the other party prior to the appeal to the arbitrator.
- C. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this agreement, nor shall he/she make any decision contrary to law.
- D. The arbitrator shall send his/her written decision and award to the aggrieved party, the superintendent and the Board of Education, and the decision shall be binding on the parties
- E. The arbitrator's expenses shall be borne by the losing party. The arbitrator shall determine which party is the loser as part of his opinion and award. If the arbitrator determines to split the award, the arbitrator's expenses shall be shared equally by the parties.
- F. Arbitration shall be the sole and exclusive method for resolving contract violations.

**ARTICLE 6**  
**LEAVES**

6.01 **PERSONAL LEAVE**

- A. In the event an employee wishes to be absent from duty for a personal reason, said employee, with the prior approval of the superintendent, is entitled to four (4) days of personal leave. Leave of this nature may not be used on a day before or a day after a holiday or recess which is observed by the school, or on the first or last day of the school year unless approved by the superintendent. Personal leave may be used in half or full day increments only. The employee will complete a signed statement when requesting personal leave. Absence of this nature will not be deducted from the employee's sick leave.
- B. Personal leave may only be used for conducting personal business which cannot be conducted at any time other than when school is in session. No more than three (3) classroom teachers shall be permitted to take personal leave at the same time unless special permission is sought and granted by the superintendent. Personal leave will be recognized on a first-come, first-served basis. Any unused personal leave days shall be converted to sick leave days at the end of each school year (June 30). Any employee retiring from Caldwell Exempted Village Schools with unused personal leave shall have those unused days converted to sick leave for the purpose of severance.

6.02 **EMERGENCY LEAVE**

If an employee finds that there is a need of emergency leave due to travel conditions, a mechanical failure, an accident in the family or an accident involving family property, the employee must notify the building principal as soon as possible after the emergency arises. If the condition can be resolved within a reasonable time, the employee will report for duty. If the employee is absent from duty because of such emergency, the employee's absence will not be deducted from sick leave. Leave of this nature will not extend beyond one (1) day per school year.

6.03 **PROFESSIONAL LEAVE**

- A. Any certified employee may receive compensation and expenses for days approved by the Board of Education or designee to attend a professional meeting, and the Board of Education will provide and pay the salary of a substitute for such days. The expenses incurred by an employee shall be paid by the Board from the appropriate fund of the school district provided that receipts for expenses are furnished to the Caldwell Board of Education.
- B. Any certified employee may be approved to attend an Ohio Education Association meeting; however, representation will be limited to one (1) representative and expenses other than the substitute will be borne by the Association.

- C. Attendance and expenses at National Association meetings will be authorized only upon the recommendation of the superintendent and prior approval given by the Caldwell Board of Education.
- D. No professional day shall be allowed when the work of the schools will be unduly interrupted or hampered thereby.
- E. In order to maintain a schedule for attendance at professional meetings to be held during school time, each staff member desiring to attend a meeting, workshop seminar, clinic, etc. will be asked to file an application for attendance with the superintendent at least ten (10) days before the professional meeting is to be held.
- F. The Caldwell Board of Education agrees to consider special requests to attend professional meetings with less than ten (10) days notice if the employee is unaware that the meeting was to be held. The Caldwell Board of Education reserves the right to ask for a copy of the meeting announcement to verify that the employee was unaware of the meeting date prior to ten (10) days.
- G. Reimbursement for Expenses
  - 1. All expense reimbursement must be submitted on forms provided by the office of the treasurer. Reimbursement may be partial or full, subject to the terms agreed to when the trip was approved. The minimum reimbursement request is ten dollars (\$10.00).
  - 2. If travel is by privately owned vehicle, reimbursement will be made at the current IRS rate. If common carrier service including airlines is used, the ticket stubs must be attached to the forms provided to the treasurer. Where more than one employee travels in the same car, the car travel allowance will be paid to the car driver only. If two or more persons attend the same event, they will make every reasonable effort to save the Board money by carpooling.
  - 3. Reimbursable expenses include:
    - a. Lodging
      - i) Single room rate for one person, not to exceed one hundred dollars (\$100), plus tax.
      - ii) One-half for double room rate if room is shared with another person, not to exceed one hundred dollars (\$100) each, plus tax.
    - b. Meals (not included in registration costs)
      - i) Breakfast - up to five dollars (\$5.00).
      - ii) Lunch - up to ten dollars (\$10.00).
      - iii) Dinner - up to fifteen dollars (\$15.00).
    - c. Registration fees for school-related telephone, fax, and parking will be reimbursed when properly itemized and explained. Personal entertainment expenses are not authorized.

- d. The Superintendent must approve in writing any reimbursable expense which exceeds the limitations contained in this section. It is the responsibility of the bargaining unit member to bring to the attention of the Superintendent that expenses will exceed the limitations contained in this section. A general approval of professional leave alone will not constitute agreement to pay expenses above the limitations.
4. The employee must estimate the anticipated expenses for which reimbursement will be sought at the time of approval. Exceeding such estimate will require an explanation and may result in the denial of reimbursement above the estimated expenses by the superintendent.

#### 6.04 MATERNITY/PATERNITY LEAVE OF ABSENCE

- A. An employee who becomes the parent of a newborn child may secure an unpaid leave of absence by submitting a written request to the Board of Education thirty (30) days in advance of the date she/he wishes the leave to begin. The date for maternity/paternity leave will be determined by the employee.
- B. An employee may request leave of absence for a continuous period of time up to one (1) school year. Any maternity/paternity leave taken will also be counted as leave under the Family Medical Leave Act, if any such leave is available to the employee.
- C. Maternity/paternity leave of absence shall be without pay and shall continue through the duration of the leave time requested. Should the death of the child occur within said period, termination of the leave of absence shall be at the discretion of the superintendent. In all cases, the employee shall submit a written request to the superintendent thirty (30) days in advance of his/her intent to return to service.
- D. Employees asking for maternity/paternity leave of absence shall return to work at the same step in the salary schedule as when leave began, except that if such leave begins at the end of the school year, the next increment in salary shall prevail. Employees shall not accept outside employment during the term of maternity/paternity leave of absence.
- E. An employee on maternity/paternity leave of absence who elects to be absent for a full year must notify the Board of Education in writing by March 1 preceding the school year she/he wishes to return to full employment. Should the employee fail to so notify the Board of Education, it shall be assumed that she/he does not plan to return to the job.
- F. An employee who has been on maternity/paternity leave of one year or more shall have priority in reassignment to vacancies for which she/he is qualified, but it is understood there is no assurance of assignment to a particular position in the school system.

## 6.05 SICK LEAVE

- A. Each employee shall be entitled to sick leave of one and one-quarter (1¼) work days with pay for each completed month of service; unused sick leave shall be cumulative up to two hundred forty (240) work days. A beginning employee is advanced ten (10) days sick leave in compliance with the laws of Ohio.
- B. Any employee who transfers from one public agency in Ohio to another shall be credited with the unused balance of his accumulated sick leave. To receive such credit, a new employee shall present to the treasurer a certificate from the public agency in Ohio for which the employee most recently worked, stating the number of days of unused sick leave credited to that employee at the time of employment termination.
- C. Employees may use sick leave for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, pregnancy, maternity leave, doctors' appointments, or to provide care for a family member due to illness, injury or due to a death in the employee's family. Family shall be defined as father, mother, son, daughter, husband, wife, brother, sister, mother-in-law, father-in-law, grandparent, grand-child, step-mother and step-father. Use of sick leave on a half-day basis is authorized by the Board of Education. An employee who is father of a newborn child may request sick-leave as paternity leave if need is shown by the employee, but such leave will be granted solely at the discretion of the superintendent.
- D. When an employee is absent because of an accident incurred in the line of duty or because of occupational disease, such employee shall have his sick leave accumulation reduced by the number of days for which the Board of Education pays compensation beyond that paid by the State Industrial Commission.
- E. Credit of previously accumulated sick leave of an employee separated from public service will, upon reemployment of the individual in the public schools, be provided if such reemployment takes place within ten (10) years of the date on which the employee last terminated service.
- F. When an employee is kept from duty not on account of personal illness but by reason of quarantine ordered by the board of health, leave shall be granted under the same terms and conditions as though for personal illness, i.e., such quarantine counts the same as personal illness.
- G. Falsification of a statement for the use of sick leave may be grounds for suspension or termination of employment.

## 6.06 SICK LEAVE DONATION

A program will be established that will allow individual employees to donate up to five (5) days of sick leave to an eligible applicant. Employees with less than fifty (50) days of accumulated sick leave shall not be eligible to contribute.

- A. To qualify for the donation program, an employee or a member of the employee's immediate family must have experienced a personal catastrophic illness or injury and the employee must have exhausted his/her sick leave. The term "catastrophic illness or injury" shall include only those illnesses or injuries which are calamitous in nature, constituting a great misfortune. Immediate family is defined as spouse, children or parents. The donation program cannot be used beyond the end of the school year in which application is made.
- B. The request for a donation will be considered on a case-by-case basis. A committee composed of two (2) board-appointed members and two association-appointed members and chaired by a mutually-agreeable fifth member, will make a determination based upon the following criteria:
1. The employee must have experienced a personal catastrophic illness or injury that has exhausted the employee's sick leave.
  2. The use of the donation program shall not extend past the current school year.
  3. All requests will be subject to responses of staff who wish to make donations to an individual approved by the committee.
  4. Employees requesting consideration for the donation program must complete the request on a form to be created by the Treasurer and one copy will be submitted to the Superintendent and one copy will be submitted to the Association President.
  5. An employee may receive only as many donated sick days as immediately needed up to a maximum of sixty (60) days.
  6. Sick leave days donated will be irrevocably given by an employee. The days will not be credited back to the donating employee even if not used by the requesting employee.
  7. The requesting employee's accumulated sick leave and personal leave days must be exhausted, advanced sick days must have been used, and the employee is not eligible for disability leave under the State Teachers Retirement System and/or Workers' Compensation. The sick leave donation program may not be used as a means of increasing retirement compensation or severance nor shall the use of the donation program prolong or prevent an employee from beginning disability retirement, service retirement or workers' compensation.
  8. The employee shall submit in writing an application stating the reasons for the request of donated days along with a physician's statement pertinent to the employee's request and the projected date of return to work. Additional information may be requested by the committee if necessary to carry out its responsibilities. Failure to provide such information in a timely manner will be considered a withdrawal of the application by the employee. The association president may also apply for the use of donated days on behalf of an employee.

9. The decision of the committee is final and the decision is nongrievable.

#### 6.07 MILITARY LEAVE

- A. Any regular employee who may enlist or be conscripted into defense forces of the United States for service or training shall be granted a military leave. He/she shall be reinstated to his/her position in the school system with full credit, including the annual increments under the salary schedule upon written request supported by honorable discharge and competent proof that said applicant is fully qualified to perform the duties of said position.
- B. Paid leave of absence will be granted every employee on military duty not to exceed thirty-one (31) days in any one (1) calendar year, whether voluntarily taken or by military order and whether consecutive days or in broken lot of days, which individual might be entitled. This includes active and temporary military duty in the U.S. Armed Forces reserves, Ohio National Guard, or militia.

#### 6.08 BEREAVEMENT LEAVE

- A. Leave may be granted in case of the death of a member of the employee's family or relative, as follows:
  - 1. In the case of the death of a relative in the first degree (father, mother, son, daughter, husband, wife, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepmother and stepfather), for not more than five (5) days, except in any instance the superintendent in his discretion may extend the five (5) days any length of time within reason.
  - 2. In the case of the death of a relative in the second degree (brother-in-law, sister-in-law, cousin, aunt, uncle, nephew, etc.), for not more than one (1) day, except in any instance the superintendent in his discretion may extend the one (1) day any length of time within reason.
  - 3. In the case of death of a person not related to the employee, one-half (½) day for the purpose of attending the funeral, except in any instance the superintendent in his discretion may extend the one-half day any length of time within reason.
- B. Leave granted in any of the above cases shall be deducted from sick leave accumulation.

#### 6.09 LEAVE OF ABSENCE

- A. A leave of absence may be granted by the Board of Education to a professional employee on the recommendation of the superintendent in conformance with provisions of law. Employees granted such leave shall not be paid their salary nor receive fringe benefits during the term of absence, but shall be returned to full employment at the termination of the leave at the same salary paid to such employee at the time the leave was started, except that if such leave begins at the end of a school year the next increment in salary schedule shall prevail. Such leave shall not exceed two (2)

semesters. The employee shall give written notice to the Caldwell Board of Education by March 1, preceding the school year he/she wishes to return to full employment. Should the employee fail to so notify the Board of Education, it shall be assumed that he/she does not plan to return to the job.

- B. An employee on leave of absence may remain on the group hospitalization plan providing he/she pays his own premium each month.

#### 6.10 COURT SERVICE

- A. In accordance with the provisions of Section 2313.34 of the Ohio Revised Code, any teacher who receives a notice to appear before the Jury Commission for examination to serve as a juror must accept his/her obligation to serve on the jury.
- B. The Board of Education will make provisions for payment of the teacher's salary for absence while serving as a juror, witness or observer with a vested interest. The employee will receive the difference between his/her regular compensation and the remuneration received by him/her for serving as a juror.
- C. An employee who is absent in response to a subpoena in a case in court shall have deducted from his/her salary the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate signed by the employee and stating the amount of such fee or other compensation, if any, must be submitted by the employee to the treasurer.

#### 6.11 ASSAULT LEAVE

- A. A teacher who is required to be absent due to physical/mental/emotional disability resulting from an assault related to the performance of the teacher's duties shall be eligible to receive assault leave. Upon determination of eligibility by the Board, such leave shall be granted for not to exceed thirty (30) days. The leave will become effective upon delivery to the treasurer of a signed statement on forms prescribed by the treasurer. Such statement will indicate the nature of the injury, the date of occurrence, the identity of the individual(s) causing the assault, the facts surrounding the assault and the willingness of the teacher to participate and cooperate with the Board in pursuing legal action against the assailant(s). If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the disability and its duration.
- B. Full payment for assault leave, less worker's compensation and any other Board-approved financial remuneration, shall not exceed the teacher's per diem rate of pay and will not be approved for payment unless and until the form and certificate, as provided above, are supplied to the treasurer. Falsification of this information is grounds for dismissal under Ohio Revised Code Section 3319.16.
- C. When the teacher exhausts the assault leave, he/she may use sick leave. If the sick leave and assault leave provided herein become exhausted, the teacher may apply for further assault leave. The Board of Education shall determine if additional assault leave is to be

granted. If the assaulted teacher becomes eligible for benefits under the State Teachers Retirement System because of any disability or because of age, or where the teacher's employment by this district ceases, this leave provision shall no longer apply.

6.12 ADOPTION LEAVE

A teacher adopting an infant child (i.e., twelve (12) years or less) will be entitled upon request to a leave of absence without pay. The leave may commence at any time during the first year after receiving de facto custody and if necessary in order to fulfill the requirements for adoption. Leave of this nature shall not exceed a total of one (1) year. Early termination of adoption leave may be granted at the discretion of the superintendent.

6.13 SICK/PERSONAL LEAVE BONUS

Any bargaining unit employee who uses two (2) days or less of sick/personal leave during a school year, shall receive a bonus according to the following table, payable within thirty (30) days of the last day of school. All applicable taxes and withholdings shall be deducted. Days donated under Section 6.06 shall not be considered as used by the employee.

<u>Number of Days Missed</u>	<u>Bonus</u>
2	\$300
1	\$400
0	\$500

**ARTICLE 7**  
**TEACHING CONDITIONS**

7.01 TEACHER WORK LOAD

- A. The Board shall comply with the minimum staffing requirements as established in statutes and/or regulations.
- B. When teachers of special subjects are assigned to instruct a total classroom unit (physical education, art and music, eg.), the regular classroom teacher need not remain in the classroom.
- C. The Administration will endeavor to schedule class size in a balanced manner. Mainstreamed and inclusion students enrolled in a class will be included in determining the class size. Students shall not be re-assigned to another classroom during the school year unless there is a meeting with the teacher prior to the reassignment.

7.02 TEACHING ENVIRONMENT

- A. If not required for other uses, the Board will make available at least one (1) room per building which will be reserved for use as a faculty room only. The Board will furnish that room to the extent that funds permit.

- B. The Board shall attempt to maintain safe and healthful conditions as determined by State health and industrial standards. Conditions which a teacher feels are unsafe or unhealthy shall be reported to the building administrator in writing. Failure to comply with this paragraph shall not be the subject of a grievance.
- C. Teachers shall have the right to suspend a disruptive student from their class pending an investigation by the principal. Teachers can expect the support and cooperation of their principal in resolving disciplinary matters.

### 7.03 PLANNING PERIODS

- A. All teachers shall have a minimum of thirty (30) consecutive minutes free for lunch each day, during which time he/she shall not be required to perform any school activities. Teachers may leave the building during the lunch period. Teachers may also leave during planning time if the proposed activity is to the benefit of the instructional program and notice is given to the building principal.
- B.
  - 1. The Board shall provide each secondary classroom teacher one planning period during the contract day of the same length as the regular class period.
  - 2. Elementary teachers shall be provided one planning period per day of forty (40) consecutive minutes during the teacher contract day. Such planning period will not be routinely interrupted. Should the administration find it necessary to interrupt a planning period, forty-eight (48) hours advance notice will be given, if possible.

### 7.04 SCHOOL CALENDAR

The Caldwell Board of Education agrees to consult with a committee of four (4) teachers selected by the Caldwell Teachers Association in the formation phase of the annual school calendar. Final authority for the establishing and adoption of the school calendar rests solely with the Board of Education.

### 7.05 WORK DAY/WORK YEAR

- A. Upon request, the Board will attempt to provide school time for the purpose of Association sponsored in-service faculty meetings if it does not disrupt already scheduled duties or meetings.
- B. The Board shall schedule parent-teacher conference days. If such conference days are longer than the regular school hours, compensatory time shall be given.
- C. The contractual year is based on 183 days. The normal teacher day shall be no longer than seven (7) hours and ten (10) minutes. However, the Association recognizes that teachers have traditionally been required to perform some duties beyond the established work day and that teachers will continue to perform such duties. Building or district staff meetings shall not be counted in computing teacher work day. Within the

contractual year, two (2) days shall be given for professional growth in-service and one day for teacher records.

- D. Faculty meetings may be held for the purpose of conducting business that contributes to the overall operation of the school.
  - 1. Building faculty meetings may be scheduled on a regular basis not to exceed one (1) per month during the school year and with forty-eight (48) hour notice. Special meetings may be called by the building's administration if an emergency situation should occur, and it is not reasonable to wait to transact action or discussion until the next regular meeting. In case of prior commitment, teachers may be required to attend special meetings unless excused by the building principal.
  - 2. Attendance by the faculty at regularly scheduled meetings is required. Staff assigned to two buildings shall attend faculty meetings on alternating basis. The staff member and building principal shall establish a rotation.
  - 3. A meeting agenda will be released to faculty members twenty-four (24) hours prior to a regular scheduled faculty meeting. Faculty members who wish to place an item on the agenda should submit it to the building principal the day prior to the regular meeting.
  - 4. A general staff meeting in the school district shall be called and held on the same day only if deemed necessary by the superintendent.

#### 7.06 HOME TUTORING AND SUMMER SCHOOL POSITIONS

Home tutoring/summer school positions (for after school hours or during the summer) shall be offered to current bargaining unit members before any new personnel are hired for these positions. Home tutors/summer school teachers will be compensated at the rate of \$20/hour.

#### 7.07 TRANSPORTING STUDENTS

A teacher, with the approval of the building principal, is permitted to transport a pupil or school equipment and supplies in his/her personal automobile. The teacher shall be covered by the Board's liability insurance.

#### 7.08 INDIVIDUAL RIGHTS

- A. Children of teachers who reside outside the district shall be permitted to attend the Caldwell Schools as open enrollment students, provided written application is made prior to the first day of school each year.
- B. Teachers will pay a \$2.00 activity fee in return for a general admission season ticket to all sponsored school activities.

## 7.09 DISCIPLINE

- A. Discipline shall be defined as an oral reprimand, written reprimand, suspension or termination.
- B. A bargaining unit member will only be disciplined in a private meeting with his/her administrator(s).
- C. The bargaining unit member will be provided an opportunity to be accompanied by a representative of his/her choice. If the teacher is unable to secure representation for a reprimand meeting scheduled for the same day, such meeting will not take place until the teacher is given sufficient time to secure representation. Any additional time shall not be unreasonable in length.
- D. No disciplinary action will be taken against any teacher except for just cause.
- E. Termination of a teacher contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

## 7.10 PERSONNEL FILES

- A. An official personnel file shall be maintained in the superintendent's office for each teacher.
- B. Access to personnel files shall be in accordance with the Ohio Public Records Act, Ohio Revised Code 149.43. When an individual other than Board members, administrators, confidential central office personnel, Board legal counsel, the teacher, and any authorized representatives of the listed persons desires access to a bargaining unit member's personnel file, written notice stating who requested such access will be provided to the involved employee within twenty-four (24) hours by placing a notice in first class mail, or by placement in the employee's school mailbox.
- C. No anonymous complaint critical of a teacher shall be included in the file.
- D. If a teacher disputes the accuracy, relevance, timeliness, or completeness of information in his/her personnel file, he/she shall request the superintendent to conduct an investigation in accordance with Section 1347.09 of the Ohio Revised Code. Any claim under this article shall be processed solely in accordance with Section 1347.09. Article III of this contract shall not apply to this article.
- E. If the teacher is not satisfied with the administration's determination of his or her claim submitted in accordance with D, the teacher may include in the file a brief statement setting forth his/her position on the disputed information.
- F. A teacher may request and shall receive at his/her expense a reproduction of any item in his/her file, exclusive of confidential letters of recommendation or reference.
- G. Items to be maintained in the personnel file of a bargaining unit member are:

1. Official transcripts of college work
2. Copy(ies) of certification authorized by the State Department of Education.
3. Copies of Observation-Evaluation reports
4. Copies of general conference reports
5. Anecdotal records
6. Record of employment including assigned duties, regular and supplemental, years of service in the district, and other pertinent employment information
7. Prior employment verification
8. Selective Service records/military records
9. Salary notices
10. Letters of merit or awards

**ARTICLE 8**  
**VACANCIES, TRANSFERS AND ASSIGNMENTS**

**8.01 TEACHING ASSIGNMENT**

- A. The Board will make every effort to assign each teacher to his/her certified teaching fields. Only in emergency circumstances may a teacher be assigned in a related field. This assignment will be only for a period of time required to locate and hire a properly certified teacher, not to exceed one (1) school year.
- B. Teachers who will be affected by a change in grade assignment in the elementary grades or by changes in subject assignments in the secondary grades shall have an opportunity to discuss the change with the principal or superintendent prior to the final decision.

**8.02 VACANCIES**

When vacancies occur within the district, qualified staff members currently in the district's employ will be considered before outside applicants. Notice of certificated vacancies and newly created positions shall be announced through faculty memoranda and/or posting in the schools. Teachers desiring the announced positions have five (5) days from the date of announcement to indicate their interest to the administration. All applicants shall be interviewed for the vacancy. During the days outside the adopted school calendar, such announcements shall be mailed to teachers along with their payroll checks. The Board also agrees to mail to the address on file in the treasurer's office announcements to all teachers on leave of absence. When feasible, the transfer shall be according to seniority. Seniority will be the major criteria; however, other criteria must be considered. A change in title or position of existing staff shall not be considered a vacancy or newly created position.

- A. Seniority as referred to in this Master Agreement is defined under Article 11.05, A.
- B. Vacancy is defined as any newly created position, or positions left vacant by resignation, retirement, death, dismissal, termination or non-renewal.

- C. In the event that an internal applicant is denied a position for which the teacher has applied, and upon written request of the applicant, reasons for the denial will be forwarded in writing via U.S. mail to the home of the unsuccessful applicant. The letter, and specifically the reasons stated therein, shall not be grievable. The letter shall not become part of any official file.
- D. When a vacancy occurs during the school year, the Superintendent may temporarily fill or assign a person to the vacancy without following the provisions of this section. If the position is continued, the temporary assignment will conclude at the end of the academic year with the posting of the vacancy in accordance with this section.

#### 8.03 VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. Those teachers requesting a change and assignment outside their building will specify the building, grade level or subject area. When vacancies meeting the specific request are available, the teacher requesting the change will be notified.
- B. Each teacher requesting a change of assignment will be given the opportunity to discuss vacancies with the superintendent or building principal.
- C. Consultation with the teachers directly involved is encouraged.

#### 8.04 INVOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. When an involuntary transfer or assignment is necessary, the initial notification shall be made during a personal conference between the teacher and a principal.
- B. Notification in writing stating the reason for the transfer shall be made to the person being transferred prior to the transfer.
- C. Staffing needs will be published during the school year as soon as they are known.
- D. When reassignment is necessitated by reduction in enrollment or sign ups, the teachers at the grade level or department may discuss the transfer with the principal. If an agreement cannot be reached on a voluntary transfer, the reassignment will be made on the basis of certification and educational qualifications. The superintendent of schools will make all reassignments.
- E. In no event will the transfer be mandatory prior to three (3) days after the conference.
- F. Teachers will have an opportunity to meet with the building principal where there are vacancies.

#### 8.05 AUTHORITY TO TRANSFER

The superintendent of schools shall have the sole authority to assign and transfer teachers and other employees under his/her supervision pursuant to Section 3319.01 of the Ohio Revised Code.

**ARTICLE 9**  
**EMPLOYMENT STATUS**

9.01 **INDIVIDUAL CONTRACTS**

All teachers employed by the Board shall receive written contracts in keeping with Ohio Revised Code. The regular individual contract shall include:

- A. Name of teacher.
- B. Name of school district and board of education.
- C. Type of contract, limited/continuing; duration, if limited.
- D. Salary will be determined by applying degree and experience for placement on the negotiated salary index.
- E. Place for the signature of the Board president, Board treasurer, and teacher.

9.02 **SEQUENCE OF LIMITED CONTRACT ISSUANCE**

The sequence of limited contracts shall be 1 year, 1 year, 2 years, and 5 years thereafter. The Board may reemploy a teacher on a limited contract for fewer years than set forth in this provision if the Board or administration determines that a teacher's performance is not satisfactory as set forth in a written evaluation which specifies the deficiencies.

9.03 **CONTINUING CONTRACTS**

Continuing contracts shall be issued in accordance with ORC 3319.11. If a teacher wishes to apply for a continuing contract while on a multi-year contract, they must notify the superintendent by September 1<sup>st</sup> so the teacher may be placed on the evaluation list. Said teacher will be evaluated according to Article 10. If no deficiencies are found, the teacher will be awarded the continuing contract.

9.04 **TERMINATION OF CONTRACT**

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

9.05 **NON-RENEWAL OF REGULAR LIMITED CONTRACT**

- A. The procedures set forth in this article shall be the sole procedures utilized by the Caldwell Exempted Village School District for the non-renewal of limited contracts issued to members of this bargaining unit. The parties specifically intend that these procedures shall supercede Ohio Revised Code 3319.11 and 3319.111.
- B. Prior to recommending non-renewal of a teacher's contract, the superintendent shall notify the teacher of his proposed recommendation and offer the teacher the opportunity to meet and discuss the recommendation with him. A teacher who has completed three (3) years of service in the district shall also have the opportunity to discuss the superintendent's recommendation with the Board. The teacher may be accompanied by a representative at this meeting.

- C. Failure to follow the procedure listed above and the procedures in Article X may be grieved. Neither the superintendent's recommendation nor Board action on the recommendation shall be grievable or arbitrable, except with respect to the violations of procedures, referenced in the first sentence of this paragraph, which may be grieved at the time of the act or omission or at the time of nonrenewal.

#### 9.06 REHIRE OF RETIRED TEACHERS

- A. Teacher retirement followed by reemployment with the Board of Education assumes that both the Board and teacher will benefit. The Board will gain through savings and reduced salary and benefits. The teacher will gain through receipt of salary and retirement benefits. In order to clarify certain areas of this relationship (reemployment of retired teachers), the following provisions shall apply.
- B. Salary  
Retired teachers reemployed by the Board shall be placed on the teacher's salary schedule and advance in typical fashion from step to step. The initial placement on the teacher's salary schedule of a retired teacher who the Board chooses to reemploy shall be at experience step 5 in the appropriate column for education achievement.
- C. Contract of Employment  
Contract sequence and language for retire/rehire teachers will be the same as Section 9.02. The Board reserves the right to terminate any contract at the end of the contract term without further action, notice or procedure by the School District. Continued employment from contract to contract will be solely at the discretion of the Board. A retired teacher reemployed by the Board shall be ineligible for a continuing contract of employment, regardless of years of service with the District.
- D. Reduction in Force/Seniority  
Retired teachers reemployed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority in the bargaining unit for any purpose. Retired teachers reemployed by the Board shall have no right to displace or bump, nor any right of recall in the event of a reduction in force.
- E. Evaluation  
The evaluation procedures required of regular teachers by law (Revised Code 3319.11, 3319.111) and this contract shall not apply to retired teachers reemployed by the Board. The Superintendent or designee shall evaluate retired teachers reemployed by the Board in writing on an annual basis. Failure to evaluate or to follow negotiated or statutory practice or procedures shall not be a basis for automatic reemployment of a retiree.
- F. Severance Pay  
A retired teacher reemployed by the Board cannot receive severance pay from the District.

G. Insurance

Retired teachers employed by the Board will receive insurance benefits at the “single plan rate.” If the retired teacher employed by the Board wishes to receive family plan benefits they may do so by paying the Board the difference between the cost of the single plan and the cost of the family plan.

H. Waiver/Supersede Contrary Provisions

The parties agree that to the extent the provisions of this article conflict with or contradict master agreement language and/or state law, specifically including, but not necessarily limited to, Ohio Revised Code Sections 3317.13, 3317.14, 3319.07, 3319.08, 3319.09, 3319.11, 3319.111, 3319.15, 3319.16, 3319.17, the terms of this article prevail and will be applied to retired teachers reemployed by the Board.

**ARTICLE 10**  
**EVALUATION**

10.01 EVALUATION RIGHTS

Beginning July 1, 2013, Teachers shall be evaluated pursuant to the requirements of R.C. 3319.11 and 3319.111, and the following language shall expire. For the 2012-2013 school year, the following language shall remain in effect. The Superintendent shall consult with the District Leadership Team in the development of an evaluation policy to be submitted to the Board for approval.

A. In accordance with Article 3 of this Agreement, the Board reserves the right to evaluate employees, including the right to determine the areas to be evaluated, the means and methods of evaluation and instrument(s) to be used. The criteria of evaluation and the evaluation instrument(s) shall be made known to the teacher and are not a part of this Agreement and are not subject to the grievance procedure. Likewise, the content of an evaluation and an administrator’s judgment and recommendations for contract based upon an evaluation are not grievable and not arbitrable. However, the procedures as outlined in Section 10.02 of this article are grievable.

B. The evaluation procedures set forth in this article shall be the sole procedures utilized by the Caldwell Exempted Village School District to formally evaluate teachers and shall supersede Ohio Revised Code 3319.111.

10.02 PROCEDURES AND SEQUENCE

A. All full-time teachers shall be evaluated in accordance with a planned sequence of observation and evaluation. Every new teacher will receive a year long evaluation each year for the first three (3) years of employment. Every full-time teacher on a multiple year limited contract will be evaluated at least once every three (3) years. Every full-time teacher on a continuing contract will be evaluated at least once every five (5) years. If a teacher requests a more frequent evaluation than the above schedule affords, this request will be honored. If the building administrator determines that a more frequent evaluation is needed, this request will be honored.

- B. The planned sequence of observation and evaluation will provide for the following schedule:
1. A formal written evaluation will be shared with the teacher by November 15 listing strengths and weaknesses observed and specific activities, techniques, and methods, that the teacher could incorporate to improve upon weaknesses. Criteria for expected job performance and other job targets shall be established during the first three (3) months of observation.
  2. A second written formal evaluation will be completed and shared with the teacher between the tenth day of February and the fifteenth day of March. Observations for this second evaluation may occur prior to February tenth.
  3. Each formal evaluation shall be completed following two (2) observations for not less than thirty (30) consecutive minutes and on at least two (2) separate occasions and contain specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements. The first of these observations shall be pre-announced to the teacher being evaluated and be preceded by a pre-evaluation conference and followed by a post observation conference going over the observation.
  4. No record will be made of any complaint on an evaluation instrument unless the teacher has been informed of the complaint, the complaint has been investigated and the allegations verified prior to the evaluation.
- C. Each teacher being evaluated shall receive a written copy of the evaluation on forms prescribed by the Board of Education. The written report following the observations shall include the criteria of expected job performance and recommendations for improvement. The teacher and building principal shall hold a joint conference to discuss the results of the year-long evaluation prior to the principal's submittal of the evaluation to the superintendent for Board review.

#### 10.03 DISAGREEMENT

If the teacher disagrees with the evaluation, he/she may attach a statement setting forth his/her position on the content of the evaluation. All forms and statements will be completed in duplicate. Both evaluation forms will be signed by the teacher and evaluator, but such signature shall not indicate agreement or disagreement with any statements made by the other. One copy of the evaluation and any responsive statements shall be placed in the teacher's personnel file in the central office at the conclusion of the school year in which the evaluation took place and shall be maintained in that file thereafter.

#### 10.04 REVIEW

A teacher may request, at reasonable times and by appointment, the opportunity to review his/her evaluations with the superintendent.

**ARTICLE 11**  
**REDUCTION IN STAFF**

11.01 DEFINITION

A Reduction in Force shall be defined as the reduction of a position in the bargaining unit.

11.02 REASONS FOR REDUCTION

When necessary, the Board may make a reasonable reduction in the number of teaching positions, but such reductions shall be limited to such reasons as:

- A. Return to duty of regular teachers after leaves of absence including suspension of schools;
- B. Territorial changes affecting the district;
- C. Financial reasons; or
- D. Decreased enrollment of pupils in the district.

11.03 NOTIFICATION

- A. Having made a determination that such reduction is to be made for the above reasons, the superintendent shall inform the Association in writing of the decision at least thirty (30) calendar days prior to the Board meeting at which action shall be taken on the reduction.
- B. The superintendent will meet with Association representatives and review the reasons of the proposed Reduction in Force and its impact, if requested by the Association within ten (10) days of the receipt of the notification. The meeting will take place within five (5) days of the request unless the date is mutually extended.
- C. The Association shall receive a list of all teachers that includes the type of contract the teacher holds, present teaching assignment, and seniority status.

11.04 PROCEDURE

All reduction of staff pursuant to this policy shall be made as follows:

- A. Reductions shall first be made by not filling positions vacated by termination, non-renewal (excluding teacher's working with a temporary certificate/license), voluntary resignation, retirement, or death as limited by the curriculum and state mandated requirements.

- B. If additional reductions of personnel are necessary they shall be by the following:
1. The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of schools who shall, within each teaching field affected, give preference to Teachers on continuing contracts. The Board shall not give preference to any Teacher based on seniority, except when making a decision between Teachers who have comparable evaluations.
  2. On a case-by-case basis, in lieu of suspending a contract in whole, a board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee otherwise would receive under the contract.
- C. For the school years 2012-2013, 2013-2014, 2014-2015 and 2015-2016, Teachers will be considered to have “comparable evaluations” unless the Teacher has an “Ineffective” rating or is on an improvement plan. This provision shall automatically expire not later than June 30, 2016.
- D. Displacement rights shall be the right to displace a teacher in another teaching field with less seniority, provided that the displacing teacher actually holds a valid non-temporary teaching certificate for that teaching field, which certificate is effective for the entire next school year. A teacher displaced under this section shall have displacement rights hereunder as well, and so on. If displacement of a teacher is determined to violate Ohio law according to the Noble County Court of Common Pleas, the local appellate district or the Ohio Supreme Court, the parties agree that displacement rights will no longer be a provision in this contract.

#### 11.05 SENIORITY DEFINITIONS

- A. Seniority - Shall be defined as the continuous service or employment of a teacher beginning with the date of Board action to hire as a regular teacher. If two or more teachers are hired at the same board meeting, placement on the seniority list will be determined in the following manner: 1) The Board will have a single suit of cards with the aces removed (12 cards) spread out face down on the table. 2) All affected teachers will simultaneously select a card. The teacher with the highest card will be the most senior on the seniority list. The teacher with the second highest card will be the second most senior and so on until all are placed on the seniority list. The order from highest to lowest shall be King, Queen, Jack, 10, 9, 8, 7, 6, 5, 4, 3, 2. This procedure will be done at the Board meeting where the affected teachers are hired. The Association president and the individuals involved must be present as witnesses to validate the procedure.

#### B. CONTINUOUS EMPLOYMENT

1. All time on sick leave;
2. All time accrued on a Board-approved leave of absence;
3. All time while on Military Leave of Absence;
4. All time while on disability retirement up to a maximum of five (5) years;

5. All time during suspension of a teacher if teacher is reinstated;
6. All time when a teacher who submits a letter of resignation is consequently reemployed by the Board for the ensuing school year. This item does not apply to rehired retirees.
7. All time when a teacher working under a temporary certificate/license is annually non-renewed and re-employed.

C. SENIORITY LOSS

Seniority shall be lost when a teacher:

1. Resigns;
2. Retires;
3. Leaves the employ of the Board due to non-renewal or termination of contract with the exception of item 11.05(B)(7), above.
4. A Seniority list shall be posted annually, no later than October 30 of each school year. The list shall be posted in each building and given to the Association president at the time of posting. Teachers will be placed on the list in descending order of seniority. The list shall contain all areas in which a teacher is certified/licensed to teach and said certificate or license is on file in the office of the Treasurer at the time of posting; the type of contract, whether it is continuing or limited and the date of the Board action to hire. Once the seniority list is posted, any objection to the list must be made in writing to the Treasurer, with a copy to the Association President within thirty (30) calendar days of the posting or the objection is waived for that school year.

11.06 RIGHTS TO RECALL

- A. A Teacher whose continuing or *limited* contract is suspended by the Board shall have the right of restoration to continuing service status by the Board if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No Teacher whose continuing contract has been suspended pursuant to this section shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the Teacher was not employed full-time just prior to suspension of the Teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the teacher last held while employed in the district or service center. Seniority shall not be the basis for rehiring a Teacher, except when making a decision between the Teachers who have comparable evaluations.
- B. When a recall is made, all teachers who are next on the recall list will be notified in writing by certified mail. Within five (5) week days of receipt of a written offer to return to employment, the teacher shall notify, by calling collect, if necessary, the superintendent's office indicating the teacher's availability to accept the position. Within ten (10) week days of the receipt of a written offer to return to employment, the teacher shall accept the position. If either of these time limits are not met, it shall be determined that the teacher has declined the position. Any teacher who fails to respond within five (5) week days of receipt of such letter will lose recall rights.

- C. While on layoff, a teacher will have the option to remain as an active participant in any insurance programs, if permitted by the provider, by contributing thereto the amount necessary to maintain such insurance benefits in accordance with COBRA.
  - D. A teacher on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as enjoyed at the time of layoff. The recalled teacher will also be given credit for any sick days and experience accrued while being employed in another qualifying job during the lay-off.
  - E. All rights of recall shall expire three (3) years after the date of suspension.
- 11.07 This article shall not require the Board to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the District.

**ARTICLE 12**  
**COMPENSATION AND BENEFITS**

12.01 PAYROLL DEDUCTIONS

All deductions listed in this paragraph will be deducted if the employee notifies the treasurer of the Board by October 1st of each school year.

- A. Federal, state and local taxes
- B. Life and hospital insurance
- C. Association dues/fees: The Board agrees to deduct from salaries of the teachers, dues/fees for the Association/ OEA/NEA and/or combination of such organizations, and to transmit the monies promptly to the Association president, who shall be responsible for remitting the monies to the appropriate organization. The Association will certify to the Board the current amount of membership dues. Dues/fees will be deducted in ten (10) equal installments.
- E. Tax sheltered annuities
  - 1. Any bargaining unit member wishing to participate in the payroll deduction of tax sheltered annuities (TSA) must notify the treasurer by October 1<sup>st</sup> or May 1<sup>st</sup> in order to implement the addition of a TSA or change in the TSA amount in accordance with the procedures established by Board policy.
  - 2. The bargaining unit member remains at all times responsible for any tax consequences as a result of the employee's decision to establish or change the amount of a TSA. In the event the treasurer and/or the Board are assessed any taxes, charges, penalties or interest as a result of deductions by an employee which exceed

or contravene the Internal Revenue Code limitations, those amounts shall be reimbursed by the employee to the treasurer or Board of Education.

- E. Credit Union
- F. Retirement, STRS
- G. Cancer insurance
- H. Political contributions
- I. Direct deposit of payroll checks shall be made available to district employees enrolled at a financial institution offering direct deposit services.

#### 12.02 PAYROLL PROCEDURES

- A. The salary of an employee shall begin at the time he/she reports for duty. The salary will be equally divided over twenty-six (26) pay periods.
- B. The above schedule will remain fixed for all employees with the exception of those employees who are planning to retire or those who do not intend to return to their job in the fall. The Caldwell Board of Education authorizes the treasurer to make a lump sum payment of salary for those employees who request this type of payment if the funds are available. The treasurer shall drop from all group insurance coverages any employee who elects a lump sum payment, effective the date the treasurer signs the lump sum check.
- C. Benefits shall continue if premiums have been deducted prior to summer recess.

12.03 SALARY SCHEDULE

A. Effective July 1, 2012, the base salary (Bachelor's Degree 0 step) shall be \$27,644, or the Bachelor's Degree-0 step of the state minimum salary schedule, whichever is greater, using the current index.

B. SALARY INDEX

<u>Years of Service</u>	<u>Bachelor's Degree</u>	<u>Five Years</u>	<u>Master's Degree</u>
0	1.0000	1.0600	1.1200
1	1.0423	1.1065	1.1707
2	1.0846	1.1530	1.2214
3	1.1269	1.1995	1.2721
4	1.1692	1.2460	1.3228
5	1.2115	1.2925	1.3735
6	1.2538	1.3390	1.4242
7	1.2961	1.3855	1.4749
8	1.3384	1.4320	1.5256
9	1.3807	1.4785	1.5763
10	1.4230	1.5250	1.6270
11	1.4653	1.5715	1.6777
12	1.5076	1.6180	1.7284
13	1.5499	1.6645	1.7791
14	1.5922	1.7110	1.8298
15	1.6345	1.7575	1.8805
20	1.6768	1.8040	1.9312

C. DOLLAR SALARY SCHEDULE AND INDEX

July 1, 2012– June 30, 2013			
Years of Service	Bachelor's Degree	Five Years	Master's Degree
0	27,644 1.0000	29,303 1.0600	30,961 1.1200
1	28,813 1.0423	30,588 1.1065	32,363 1.1707
2	29,983 1.0846	31,874 1.1530	33,764 1.2214
3	31,152 1.1269	33,159 1.1995	35,166 1.2721
4	32,321 1.1692	34,444 1.2460	36,567 1.3228
5	33,491 1.2115	35,730 1.2925	37,969 1.3735
6	34,660 1.2538	37,015 1.3390	39,371 1.4242
7	35,829 1.2961	38,301 1.3855	40,772 1.4749
8	36,999 1.3384	39,586 1.4320	42,174 1.5256
9	38,168 1.3807	40,872 1.4785	43,575 1.5763
10	39,337 1.4230	42,157 1.5250	44,977 1.6270
11	40,507 1.4653	43,443 1.5715	46,378 1.6777
12	41,676 1.5076	44,728 1.6180	47,780 1.7284
13	42,845 1.5499	46,013 1.6645	49,181 1.7791
14	44,015 1.5922	47,299 1.7110	50,583 1.8298
15	45,184 1.6345	48,584 1.7575	51,985 1.8805
20	46,353 1.6768	49,870 1.8040	53,386 1.9312

D. Directors and Coordinators

Base Factor: Training and Experience level of the certified salary schedule.

<u>Position</u>	<u>Min. Ratio Base</u>	<u>Max. Ratio Base</u>	<u>Extended Increment</u>	<u>Service</u>
Band Director (Ratio includes extended service)	1.25:1	1.30:1	.01	40 days
Vo-Ag Instructor				20 days
Guidance Counselor				10 days
Athletic Director				5 days

12.04 ADDITIONAL TRAINING

Teachers who have completed additional training shall be advanced on the salary schedule in accordance with Chapter 3117.14 of the Ohio Revised Code, except that teachers who submit satisfactory evidence of completion after September 15 shall be placed on the appropriate salary schedule at the time of the first pay of the second semester of the school year in which they apply. For the purpose of this article, "satisfactory evidence" shall be defined as official WRITTEN confirmation of completion of classes ON SCHOOL LETTERHEAD or an official transcript. IN ANY EVENT, THE TEACHER REMAINS RESPONSIBLE FOR PROVIDING AN OFFICIAL TRANSCRIPT.

12.05 SUPPLEMENTAL CONTRACTS

- A. Teachers accepting additional responsibilities to their regular duties shall be compensated according to the schedule agreed to through negotiations between the Board and the Association and shall be provided a written supplemental contract in keeping with the Ohio Revised Code.
- B. Percentages and index numbers shall apply to the current and subsequent teacher's salary schedule.
- C. The Board shall recognize employees for past years of service in the same supplemental position according to the following index.
- D. All supplemental contracts shall automatically expire each year without notification except those contracts the Board chooses to renew, on or before April 30.
- E. All percentages apply to the salary schedule base amount.
- F. The Board reserves the right to determine if a supplemental contract will be awarded in any given year.
- G. Kindergarten teachers upon prior approval of the Superintendent, will be paid a per diem rate for extended service for days approved when they perform screening orientation services.

12.06 SUPPLEMENTAL SALARY SCHEDULE

Position	0-2 years 1.0000	3-5 years 1.0846	6+ years 1.1700
Athletic Director	18.00%	19.52%	21.06%
Associate Athletic Director	8.00%	8.68%	9.36%
Head Football Coach	15.00%	16.27%	17.55%
Asst. Football Coach (3)	9.00%	9.76%	10.53%
Jr. High Football Coach (2)	6.00%	6.51%	7.02%
Cross Country Coach	11.00%	11.93%	12.87%
Asst. Cross Country Coach	8.00%	8.68%	9.36%
H. S. Volleyball Coach	11.00%	11.93%	12.87%
Asst. Volleyball Coach	8.00%	8.68%	9.36%
Jr. High Volleyball Coach (2)	6.00%	6.51%	7.02%
Head Basketball Coach (2)	15.00%	16.27%	17.55%
Res. Basketball Coach (2)	9.00%	9.76%	10.53%
Fr. Basketball Coach	7.00%	7.59%	8.19%
Jr. High Basketball Coach(4)	6.00%	6.51%	7.02%
H. S. Wrestling Coach	11.00%	11.93%	12.87%
Asst. Wrestling Coach	8.00%	8.68%	9.36%
Jr. High Wrestling Coach	6.00%	6.51%	7.02%
H. S. Baseball Coach	11.00%	11.93%	12.87%
Asst. Baseball Coach	8.00%	8.68%	9.36%
High School Softball Coach	11.00%	11.93%	12.87%
Asst. Softball Coach	8.00%	8.68%	9.36%
High School Track Coach	11.00%	11.93%	12.87%
Asst. Track Coach (2)	8.00%	8.68%	9.36%
Jr. High Track Coach (2)	6.00%	6.51%	7.02%
H. S. Cheerleader Advisor	8.00%	8.68%	9.36%
Jr. High Cheerleader Advisor	4.00%	4.34%	4.68%
Senior Class Advisor	2.50%	2.71%	2.93%
Junior Class Advisor (2)	2.50%	2.71%	2.93%
Sophomore Class Advisor	2.00%	2.17%	2.34%
Freshman Class Advisor	2.00%	2.17%	2.34%
Local Prof. Dev. Comm.	7.00%	7.59%	8.19%
Drama Coach	4.00%	4.34%	4.68%
Vocal Music Director	6.00%	6.51%	7.02%
H.S. Yearbook Advisor	5.00%	5.42%	5.85%
H. S. Newspaper Advisor	3.00%	3.25%	3.51%
H. S. Student Council Advisor	3.00%	3.25%	3.51%
Jr. High Student Council	3.00%	3.25%	3.51%
H. S. Attendance Officer	2.00%	2.17%	2.34%
Mentor Teacher	4.00%	4.34%	4.68%
Olympics of the Mind Coach (5)	2.00%	2.17%	2.34%
S.A.D.D. Advisor	2.50%	2.71%	2.93%
Weight Room Supervisor	3.00%	3.25%	3.51%
Jr. High Yearbook Advisor	3.00%	3.25%	3.51%
National Honor Society	2.00%	2.17%	2.34%
Head Mentor	5.00%	5.42%	5.85%
Peer Coach	2.50%	2.71%	2.93%

12.07 COMPENSATION FOR SUBSTITUTING

Teachers requested to cover classes in lieu of a substitute shall be paid \$10.00 for each class period covered.

12.08 CLASSROOM SUPPLY FUND

Funds shall be established for grade levels (K-12) for miscellaneous purchases. Strict compliance with accountability procedures including receipts for all purchases will be followed. Each teacher will receive \$50.00 per school year.

12.09 TUITION REIMBURSEMENT

- A. The Caldwell Board of Education agrees to pay a reimbursement of tuition cost for successful completion of graduate level credits. The employee must be enrolled in a graduate level program leading to a Master's Degree or subsequent to receiving the Master's Degree, graduate level course work which is related to the teacher's subject area. Prior approval must be obtained from the superintendent in order to be eligible to receive reimbursement. Reimbursement will be limited to tuition for graduate level hours and not fees, special tests, books, etc. Limits placed on this agreement are \$200.00 per semester hour or \$135.00 per quarter hour, with a maximum of twelve (12) semester hours or eighteen (18) quarter hours per school year. School year is defined as September 1 through August 31. The employee is eligible for and may receive reimbursement for tuition costs only during the fiscal year in which the quarter or semester grade is posted.
- B. During any given school year, the Board will pay no more than a total of \$10,000.00 for tuition reimbursements. Reimbursements will be paid on a "first come, first served" basis until such time that the reimbursement maximum has been reached.
- C. Employees will continue their employment in the Caldwell School District one (1) additional year for each year they receive tuition reimbursement. Should an employee fail to honor this commitment, tuition reimbursement paid for the preceding year shall be withheld from the employee's final salary settlement. A teacher not employed by a Reduction In Force, according to Article 11, will be seen as honoring their commitment and will not have tuition reimbursement paid during the preceding year withheld from his/her final salary settlement.

12.10 MILEAGE REIMBURSEMENT

The Board shall pay for authorized automobile expense incurred by employees traveling between buildings or traveling within or outside the district on official school business or to attend approved professional meetings. The rate of reimbursement will be the current Internal Revenue Service authorized rate per mile. Any change in the rate of reimbursement will apply for mileage driven on or after the date upon which the IRS makes the decision to change the IRS authorized rate per mile.

## 12.11 BOARD PICKUP OF EMPLOYEE CONTRIBUTIONS TO STRS

- A. For purposes of this article, total annual salary per pay period for each teacher shall be the salary otherwise payable under this Agreement and applicable Board policies. The total annual salary per pay period of each teacher shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary. A teacher's deferred salary shall be equal to that percentage of said teacher's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS) to be paid as a teacher contribution by said teacher and shall be paid by the Board to STRS on behalf of said teacher as a "pickup" of the STRS teacher contribution otherwise payable by said teacher. A teacher's cash salary shall be equal to said teacher's total annual salary or salary per pay period less the amount of pickup for said teacher and shall be payable, subject to applicable payroll deductions, to said teacher. The Board's total combined expenditures for and applicable Board policies (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for federal and Ohio income tax purposes as a teacher's gross income said teacher's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a teacher's gross income said teacher's total annual salary, including the amount of the pickup. The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- C. The pickup shall be included in the teacher's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purposes.

## 12.12 SEVERANCE PAY

- A. Upon retirement, employees of the Caldwell School System who have been employed by the district, the state, or any subdivision thereof for a period of at least ten (10) years, will be paid, in lump sum, an amount equal to one-fourth (1/4) of the employee's unused accumulated sick leave days up to a maximum of fifty (50) days. Each employee shall also be granted an additional day for every three (3) years he/ she has spent in the Caldwell School System, without limit. For purpose of calculation, the daily rate will be based upon the employee's final base salary, exclusive of any remuneration received through a supplemental contract. The treasurer is authorized to delay such payment, up to one hundred twenty (120) days until there is evidence that the employee is, in fact, retiring from employment in the public schools of Ohio and not merely terminating employment in the Caldwell Schools.
- B. Severance pay will be paid to an employee's estate at the time of death.

## 12.13 INCENTIVE FOR EARLY NOTICE OF RETIREMENT

Teachers who have given written notice of intended retirement on or before March 1 of the calendar year in which they intend to retire will be paid Five Hundred Dollars (\$500.00) in their last paycheck. A written notice will state the effective date of retirement.

## 12.14 INSURANCE BENEFITS

### A. HEALTH INSURANCE

The Board of Education will pay all but \$25 of the employee's single monthly premium and \$50 of the family monthly premium. The Board of Education guarantees no less coverage for this insurance than what is offered under the Cigna plan. The annual in network deductible for a single member will be \$200 and the annual deductible for a family will be \$400. The insurance life time maximum coverage will be two (2) million dollars.

### B. DENTAL INSURANCE

The Board of Education will pay 100% of the employee's monthly premium toward a single or family plan.

### C. PRESCRIPTION DRUG INSURANCE

The Board of Education will pay 100% of the employee's monthly premium for this benefit.

### D. VISION CARE INSURANCE

The Board of Education will provide a Vision Insurance Plan selected by the Board. The Board will pay 50% of the premium, with the employee paying 50%. This is an optional plan in which any certificated employee may participate.

### E. LIFE INSURANCE

The Board of Education will provide for each Association member a \$15,000 term life contract at a group rate. This insurance will take effect on the date of the first premium payment made to secure the group life contract in the new amounts.

### F. IRS 125 PLAN

The Board of Education shall institute an IRS Section 125 Premium-only Plan effective July 1, 1995, which shall include all employee-paid premiums (the purpose of this is to tax shelter all employee-paid premiums).

## **ARTICLE 13** **COMMITTEES**

### 13.01 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

#### A. Purpose

The purpose of the Local Professional Development Committee (LPDC) is limited to the review and approval of individual professional development plans and professional

development activities for recertification and licensure as specified by Ohio Revised Code 3319.22 and O.A.C. 3301-24 and related provisions. The LPDC shall have no authority or affect to revise, delete, add to, or modify any Article or Section of this Agreement. Actions of the LPDC shall not be contrary to the Agreement or law.

B. Composition of the Committee

There shall be four (4) Association members and three (3) members from the administration.

C. Term of Office

The term of office shall be determined by the committee.

D. Chairperson

The committee chairperson shall be determined by a majority vote of the committee members.

E. Decision Making

A quorum shall consist of five (5) committee members.

F. Training

Members of the LPDC shall be afforded the opportunity to attend training on the functioning responsibilities and legal requirements of the LPDC. Such training will be on release time and subject to professional leave in accordance with Article IV of the Master Agreement.

G. Meetings

The LPDC shall meet as deemed necessary by the committee.

H. Compensation

Each member of the committee shall receive a stipend in accordance with Article XXIII with the supplemental payroll scheduled for June each year.

I. Committee Responsibility

The committee's responsibilities include approval of individual professional development plans for all certificated employees, as well as approval of all C.E.U.'s, coursework, workshops that could be used for professional growth.

J. Administrator (including treasurer)

Whenever an administrator's coursework plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teachers voting on the plan.

### 13.02 INSURANCE COMMITTEE

Three (3) members of the bargaining unit selected by the Association and three (3) members selected by the Superintendent shall serve on the District health insurance committee to explore all insurance issues and options related to District health insurances. The non-

teaching bargaining unit will also be invited to participate with three (3) members on this committee. The committee will examine, research and report methods of maintaining and improving benefits as well as reducing the cost of health insurance coverage. If the committee reaches consensus on insurance changes, a recommendation will be made to the Board and Association. Material changes in insurance benefits shall be negotiated between the Association and Board of Education during the term of this Negotiated Agreement..

### 13.03 LABOR/MANAGEMENT COMMITTEE

- A. A labor/management committee will be established upon ratification of this agreement. The committee shall meet at least once during each nine (9) week grading period or, if mutually agreed upon, more or less frequently as needed. The committee shall consist of three Administration representatives including the Superintendent and three Association representatives, including the Association President. Either group may invite up to two additional Administration or Association representatives to attend at their discretion.
- B. The committee shall meet to discuss potential problems and promote a more harmonious working environment. Areas of discussion will include but not be limited to: state and federal mandates affecting the school; the administration of this agreement; notification to the Association of changes made by the Administration that would affect the bargaining unit; dissemination of general information to the parties; discussion ways to improve educational services; scheduling and holding of open house, and other concerns that affect buildings or groups of members. This is not a forum to address individual or contractual grievances. Representatives attending the Labor/Management Committee may not change the negotiated agreement but may agree to make recommendations to their respective groups regarding issues arising during the meetings. Discussions occurring in labor management shall not be considered negotiations.
- C. The position of committee chair shall alternate between the Association's representatives and the Administration's representatives. An agenda will be prepared before each meeting and distributed to all members of the committee at least three days before the scheduled meeting. The agenda may be modified to address issues that arise unexpectedly. All meetings shall occur during non-instructional time when the representatives of both parties can attend.
- D. The Association President and the Superintendent shall meet during the first week of school to schedule a tentative number of meeting dates during the school year. The Committee is minimally required to meet four times during any school year. During the first meeting the Association President and Superintendent shall determine whether to use Federal Mediation and Conciliation Services (FMCS) training.

### 13.04 Master Teacher Committee

A master teacher committee shall be established and run through the Educational Service Center for the purpose of designating teachers in the building/district as master teachers in accordance with the recommendations of the Ohio Department of Education.

**ARTICLE 14**  
**DURATION OF AGREEMENT**

14.01 WAIVER OF NEGOTIATIONS

It is agreed that during the negotiations leading to the execution of this agreement, the Association and the Board have had full opportunity to submit all items appropriate to collective bargaining. Except as required by Chapter 4117 of the Ohio Revised Code, the Association and the Board expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement.

14.02 TERMS OF AGREEMENT

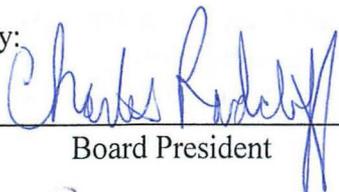
This Agreement shall become effective on July 1, 2012, and shall remain in full force and effect through and including June 30, 2013.

Signed by authorized representatives of the parties this 11<sup>th</sup> day of January,  
2013.

CALDWELL BOARD OF EDUCATION

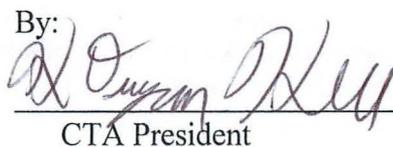
CALDWELL TA/ OEA/NEA

By:

  
\_\_\_\_\_

Board President

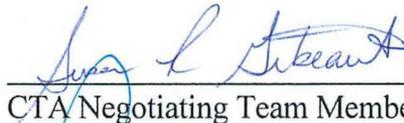
By:

  
\_\_\_\_\_

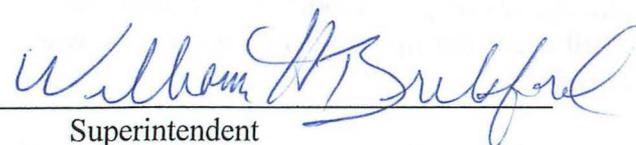
CTA President

  
\_\_\_\_\_

Board Member

  
\_\_\_\_\_

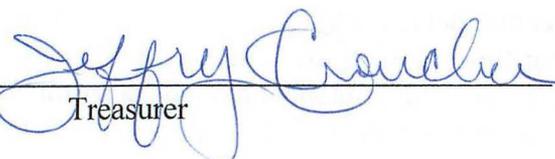
CTA Negotiating Team Member

  
\_\_\_\_\_

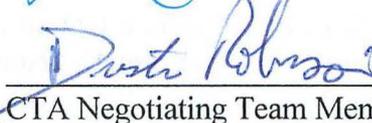
Superintendent

  
\_\_\_\_\_

CTA Negotiating Team Member

  
\_\_\_\_\_

Treasurer

  
\_\_\_\_\_

CTA Negotiating Team Member

**GRIEVANCE FORM**

LEVEL I - ADMINISTRATION

Name of Grievant \_\_\_\_\_ Assignment \_\_\_\_\_

Date of the Informal Meeting \_\_\_\_\_

Statement of Grievance

Relief Sought

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Disposition of Immediate Administrator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL II - SUPERINTENDENT

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

Grievant's/Association's Position:

Disposition of Superintendent

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL III - BOARD

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

Grievant's/Association's Position:

Disposition of Board

June 18, 2013

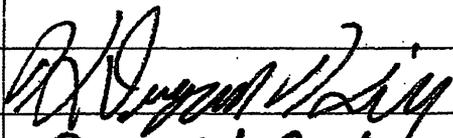
The Caldwell Teachers Association agrees to maintain all language in the current contract (2012-2013) for one additional year (2013-2014) with the following exceptions:

Article 10-EVALUATION

to be bargained separately and attached to contract in the form of an MOU

Article 12.03 - SALARY SCHEDULE

no bargaining unit member shall move a step on the index for one year

  
Dawn Cook

6-18-13  
6-18-13



MEANS, BICHIMER, BURKHOLDER & BAKER  
Co., L.P.A.

Craig D. Leister  
Robert M. Morrow  
Richard W. Ross  
Dennis J. Morrison\*  
Nicole M. Donovan  
Wayne A. Jenkins  
Lisa T. Banal  
Jeffrey J. Madison  
Jonathan M. Murphy  
Mark A. Weiker  
*\*Also admitted in New York*

Johnston H. Means  
Raymond A. Bichimer  
John C. Burkholder  
Robert T. Baker  
Robert G. Stafford  
*Retired*

July 26, 2013

**VIA E-MAIL**

State Employment Relations Board  
65 East State Street, Suite 1200  
Columbus, Ohio 43215-4213

Re: Caldwell Exempted Village School District Board of Education and  
Caldwell Teachers Association (OEA)

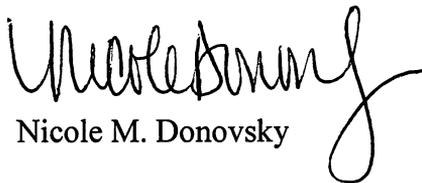
Dear Sir/Madam:

Attached is the July 1, 2012 through June 30, 2013 Negotiated Agreement between the referenced parties, which had not previously been filed, as well as the Agreement by the parties to continue the terms and conditions of the July 1, 2012 through June 30, 2013 Negotiated Agreement, with certain exceptions.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

MEANS, BICHIMER, BURKHOLDER & BAKER CO., L.P.A.



Nicole M. Donovan

NMD/kam  
Enclosures

cc: Jeff Croucher, Treasurer (via email, w/o enclosures)