

STATE EMPLOYMENT  
RELATIONS BOARD

2014 FEB -7 PM 2: 35

13-MED-04-0467

2256-01

K# 30508

# ***NEGOTIATED AGREEMENT***

between the

**Coventry Education Association**

and the

**Coventry Local School District**

**Board of Education**

**June 29, 2013 – July 31, 2016**

## Table of Contents

<b><u>Article:</u></b>	<b><u>Title:</u></b>	<b><u>Page:</u></b>
<b>I.</b>	<b>RECOGNITION .....</b>	<b>1</b>
<b>II.</b>	<b>NEGOTIATIONS PROCEDURES.....</b>	<b>1</b>
	2.01 Purpose.....	1
	2.02 Bargaining Procedure.....	1
	2.03 Agreement.....	4
	2.04 Disagreement .....	5
	2.05 Conflict with Law or Regulations.....	5
<b>III.</b>	<b>GRIEVANCE PROCEDURES.....</b>	<b>5</b>
	3.01 Definitions.....	5
	3.02 Rights of the Grievant and the Association .....	5
	3.03 Time Limits.....	6
	3.04 Grievance Procedure.....	7
<b>IV.</b>	<b>EXCLUSIVE ASSOCIATION RIGHTS.....</b>	<b>8</b>
	4.01 Association Rights .....	8
	4.02 Fair Share Fee .....	9
	4.03 Association Leave.....	11
<b>V.</b>	<b>INDIVIDUAL RIGHTS.....</b>	<b>11</b>
	5.01 Personnel Files .....	11
	5.02 Academic Freedom .....	12
	5.03 Individual Rights.....	12
	5.04 Employment Practices .....	12
	5.05 Disciplinary Conferences.....	13
	5.06 Due Process.....	13
<b>VI.</b>	<b>WORKING CONDITIONS .....</b>	<b>13</b>
	6.01 Preparation and Conference.....	13
	6.02 Subject Area Preparation .....	14
	6.03 Lunch Supervision .....	14
	6.04 Study Hall Student/Teacher Ratio .....	14
	6.05 Class Size/Workload.....	14
	6.06 Accountability.....	15
	6.07 Substitution .....	15
	6.08 Uniform Supply Accounts .....	15
	6.09 Committee Participation .....	15

<u>Article:</u>	<u>Title:</u>	<u>Page:</u>
6.10	Safety Conditions.....	15
6.11	Tuition Reimbursement .....	16
6.12	Local Professional Development Committee .....	16
6.13	Job Sharing.....	18
6.14	Facilities.....	18
6.15	Employee Committees .....	18
6.16	Internet Usage.....	19
6.17	Lunch/Bus/Parking Lot Duties .....	19
6.18	Elementary & Secondary Education Act (ESEA) .....	19
6.19	Attendance .....	20
6.20	Professional Appearance.....	20
<b>VII.</b>	<b>WORKDAY/WORK YEAR .....</b>	<b>20</b>
7.01	School Year.....	20
7.02	Length of Day .....	20
<b>VIII.</b>	<b>TRANSFERS.....</b>	<b>21</b>
8.01	Transfers .....	21
<b>IX.</b>	<b>CONTRACTS, TERMINATION, &amp; NON-RENEWAL.....</b>	<b>22</b>
9.01	Contracts .....	22
9.02	Non-renewal of Contract.....	24
<b>X.</b>	<b>REDUCTION IN FORCE.....</b>	<b>25</b>
<b>XI.</b>	<b>LEAVES.....</b>	<b>28</b>
11.01	Sick Leave.....	28
11.02	Parental Leaves (s).....	30
11.03	Personal Leave.....	31
11.04	Family Leave .....	32
11.05	Sabbatical Leave.....	32
11.06	Assault Leave.....	33
11.07	Other Leaves .....	34
11.08	Professional Leave .....	34
11.09	Court/Witness Leave.....	34
11.10	Deductible Absences (Docked Days) .....	34
11.11	Insurance for Unpaid Leaves .....	34

<u>Article:</u>	<u>Title:</u>	<u>Page</u>
<b>XII.</b>	<b>SALARY &amp; OTHER COMPENSATION .....</b>	<b>35</b>
	12.01 Salary .....	35
	12.02 Supplemental Salary Schedule.....	35
	12.03 Longevity .....	35
	12.04 Pay Option .....	35
	12.05 Payroll Deductions.....	35
	12.06 Severance Pay .....	37
	12.07 STRS “Pick-Up” .....	38
	12.08 Hiring Retired Teachers.....	38
	12.09 Mileage .....	39
	12.10 Retirement Incentive Bonus.....	40
<b>XIII.</b>	<b>INSURANCE.....</b>	<b>40</b>
	13.01 Medical .....	40
	13.02 Life Insurance .....	42
	13.03 Dental Insurance .....	43
	13.04 Section 125-Tax Shelter.....	43
	13.05 Vision.....	43
	13.06 Employee Assistance Program .....	45
	13.07 Premium Deductions.....	45
<b>XIV.</b>	<b>RESIDENT EDUCATOR .....</b>	<b>45</b>
	14.01 Definitions.....	45
	14.02 Mentors .....	45
	14.03 Structure of the Resident Educator Program .....	47
<b>XV.</b>	<b>CREDIT FLEXIBILITY .....</b>	<b>48</b>
	15.01 Purpose.....	48
	15.02 Scope.....	48
	15.03 Teacher of Record (TOR) .....	48
	15.04 High School Credit Flexibility Team.....	49
<b>XVI.</b>	<b>COMPLAINTS AGAINST BARGAINING UNIT MEMBERS .....</b>	<b>50</b>
<b>XVII.</b>	<b>EVALUATION .....</b>	<b>50</b>
	17.01 Teacher Evaluation Procedure .....	50
<b>XVIII.</b>	<b>AMENDMENT PROCEDURE .....</b>	<b>55</b>
<b>XIX.</b>	<b>FINANCIAL DISCUSSIONS .....</b>	<b>56</b>

<u>Article:</u>	<u>Title:</u>	<u>Page</u>
<b>XX.</b>	<b>DURATION</b> .....	56
	Signature .....	56
<b>EXHIBIT A</b>	Grievance Procedure Form .....	57
<b>EXHIBIT B</b>	Grievance Decisions .....	58
<b>EXHIBIT C</b>	Teacher Performance Rubric .....	59
	Self-Assessment Summary Tool.....	72
	Pre-Conference Profile.....	73
	Walk-Through Observation Form.....	74
	Summative Rating Report.....	75
	Teacher Observation – Post-Conference Report.....	76
	Professional Growth Plan .....	78
	Improvement Plan.....	80
<b>EXHIBIT D</b>	Salary Index .....	84
	Salary Schedule effective August 1, 2013 through July 31, 2015 .....	85
	Salary Schedule effective August 1, 2015 through July 31, 2016 .....	86
	Salary Schedule effective August 1, 2016 through July 31, 2017 .....	87
<b>EXHIBIT E</b>	Supplemental Compensation .....	88
<b>EXHIBIT F</b>	Exceptions to Contract for Tutors.....	94
<b>EXHIBIT G</b>	Compensatory Time-Off.....	96
<b>EXHIBIT H</b>	Health/Safety Concern Report .....	97
<b>INDEX</b> .....		98

THIS AGREEMENT made and entered into by and between the Board of Education of the Coventry Local School District (the “Board”) and the Coventry Education Association (the “Association” or “CEA”) OEA/NEA as follows:

## **ARTICLE I. RECOGNITION**

- 1.01 A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for a bargaining unit comprising classroom teachers, guidance counselors, special area teachers, tutors, department heads, attendance officers, behavioral specialists and any other employees on the teachers’ salary schedule, certificated/licensed by Ohio State Department of Education, employed on a regular full-time, regular part-time or regular hourly basis by the Board, and who do not have administrative authority to evaluate or recommend termination or non-renewal of a member of the bargaining unit. Outside educational personnel may be hired through the Summit County Educational Service Center, if necessary, to fill special needs.

Excluded from the bargaining unit are all licensed employees of the Board employed under an administrative contract pursuant to Ohio Revised Code Section 3319.02, including, but not limited to, the Superintendent, principals, assistant principals, coordinators, directors, the Athletic Director and supervisors.

B. Tutors

The term tutors shall mean SLD tutors, Title tutors, and Auxiliary Services tutors, who shall have all rights and benefits under the Contract except those rights and benefits from which hourly employees are excluded. The exclusions are set forth in Exhibit F (Exceptions to Contract for Tutors) of this Contract.

## **ARTICLE II. NEGOTIATIONS PROCEDURES**

2.01 PURPOSE

The purpose of the procedures established in this Article is to promote harmonious and cooperative relationships between the Board and its certificated employees.

2.02 BARGAINING PROCEDURE

A. Bargaining Teams

1. Negotiations shall be conducted between five (5) representatives each of the Board and the Association. These representatives shall be known as the bargaining teams.
2. Each party represented in the bargaining procedure shall determine who will be its bargaining team representatives, but shall not select members of the other party involved in the bargaining procedure. Bargaining team

members shall be authorized to bargain in good faith on behalf of the party represented.

B. Good Faith Bargaining

All bargaining shall be in good faith, meaning: both parties shall consider all issues of bargaining submitted in the bargaining procedure with a willingness to reach agreement thereof; search for counterproposals to proposals not accepted; refrain from unexplained changes in position and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal or require the making of a concession.

- C. 1. "Issues of Bargaining" are recognized as all matters pertaining to wages, hours, or terms and conditions of employment; and the continuation, modification, or deletion of an existing provision of this Agreement.
2. Unless the Board agrees otherwise in this Agreement, nothing shall impair its rights and responsibilities to:
- a. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
  - b. Direct, supervise, evaluate, or hire employees;
  - c. Maintain and improve the efficiency and effectiveness of governmental operations;
  - d. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
  - e. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
  - f. Determine the adequacy of the work force;
  - g. Determine the overall mission of the Board as a unit of government;
  - h. Effectively manage the work force;
  - i. Take actions to carry out the mission of the Board as a governmental unit.

The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affects wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of any existing provision of this Agreement.

D. Bargaining In Executive Session

All bargaining sessions shall be in executive session except by mutual agreement, meaning: only members of the bargaining teams, consultants as provided for in this procedure and others as mutually agreed to between the bargaining teams, shall be in the room in which the bargaining session is being held. Bargaining sessions which take place prior to impasse, as defined in Section 2.04, shall not exceed four (4) hours unless mutually agreed to by both sides.

E. Consultants

Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants.

F. 1. Meet and Consult

By mutual agreement thirty (30) days prior to negotiations, both parties can meet with each other to discuss all issues of bargaining either informally (without outside negotiators) or formally (with outside negotiators).

2. Initiating Negotiations

If either of the parties desires to open negotiations, the one party shall notify the other party in writing not earlier than April 1<sup>st</sup> nor later than June 1<sup>st</sup> prior to the expiration of this Agreement. Notification in writing from the Association shall be addressed to the Board, with a copy to the Superintendent; and from the Board shall be addressed to the Association President. Within two (2) weeks after receipt of the notice described herein, unless otherwise mutually agreed to, the initial bargaining session shall be scheduled.

G. The Initial Bargaining Session

1. Firm proposals shall be presented as the first item of business. No items shall be added unless mutually agreed to by both parties.

2. The initial session, and all future sessions, shall not adjourn until a time, place and date have been established for the next bargaining session.

H. 1. Caucus

Either bargaining team may call for a caucus for a reasonable period of time during a bargaining session. However, if either party anticipates that a caucus will exceed thirty (30) minutes, the party will notify the other prior to taking the caucus.

2. Recess

A recess in the bargaining session may be called for by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place, and date have been established for the next session.

3. Ordinarily meetings shall not be scheduled during school hours; and shall be at reasonable intervals, places and times; and to avoid, as nearly as is practicable, conflict and interference with school.

4. Where unforeseen circumstances make it impossible for either of the teams to be in attendance, it shall be the duty of the team to notify the other as promptly as possible, and both sides shall thereupon agree to the time for the next negotiating session.

5. Progress Reports

Each bargaining team shall be responsible to make periodic progress reports to the respective party they represent during the bargaining period.

6. News Release

At no time during negotiations will either party issue a release to news media unless it is mutually agreed upon by both parties. News releases may be made without mutual agreement after impasse has been declared.

7. All issues submitted to the bargaining procedure shall be agreed to or otherwise resolved prior to the submission of issues to the provisions of Section 2.03 (Agreement).

8. The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties when they set up the committee.

2.03 AGREEMENT

A. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, such initialing shall be construed as tentative agreement on that proposal. Parties must mutually agree to reconsider a TA'd item. Each initialized item will be set aside until the entire package is TA'd.

B. A tentative agreement reached through negotiations shall be reduced to writing and submitted within two (2) weeks to the Association membership. Upon approval by the Association membership, the Agreement shall be submitted within forty-eight (48) hours to the Board for approval. If approved by both parties, the Agreement shall then be signed on behalf of the parties.

- C. Within thirty (30) days after the Master contract is signed, the Board shall provide the Association with 150 copies of this agreement in CD format plus 20 printed hard copies. Each employee hired thereafter shall receive a CD from the Board upon employment. The cost for producing the CDs and hard copies of the contract shall be shared equally by the Board and the Association. Additional CDs of the contract are to be paid for by the party requesting the additional copies.

#### 2.04 DISAGREEMENT

If agreement has not been reached within forty-five (45) days after the first meeting, the Federal Mediation and Conciliation Service (FMCS) (or such similar State organization, if any) shall, at the option of either party, be requested to provide mediation to assist the parties in reaching an agreement. This shall serve as the parties' mutually agreed upon dispute resolution procedure and shall supersede the provision of R.C. 4117.14.

#### 2.05 CONFLICT WITH LAW OR REGULATIONS

If any provision of this Agreement conflicts with any Federal or State law, regulation, ruling, or order, now or hereafter enacted or issued, and the parties do not specifically state that the provision is intended to supersede a specific State law, regulation, ruling, or order, such provision shall be inoperative, but the remaining provisions hereof shall continue in effect. Should any provision of this agreement become inoperative, either party may request a meeting, to be held within ten (10) teacher working days, to discuss such provision.

### **ARTICLE III. GRIEVANCE PROCEDURE**

#### 3.01 DEFINITIONS

- A. A "grievance" is (1) any alleged violation of this Agreement or any dispute with respect to its meaning or application and shall follow §3.04 steps A, B, C, E; or (2) any alleged violation, misinterpretation, or inequitable application of any provision of personnel policy or Board policy or practice and shall follow steps A, B, C, D.
- B. "Days" shall mean actual teacher working days unless calendar days are expressly called for.

#### 3.02 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

- A. A grievant at his/her sole choosing may appear on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association.
- B. The Association's Grievance Chairperson shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing, on the forms hereto attached, setting forth the decision and reasons therefore and will be transmitted promptly to all parties in interest.

- C. The fact that an employee files a grievance shall not be recorded in his/her personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment or recommendation for other employment; nor shall the grievant, the Association or its officers, or any member of the Board, or employee of the District be placed in jeopardy or be the subject of reprisal or discrimination for having followed or participated in this grievance procedure.
- D. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the administrator deciding the grievance has authority to make a decision.
- E. No grievance meeting shall be scheduled during working hours, if possible.
- F. A grievant may not continue without Association support beyond Level III of the grievance procedure.
- G. Any new grievance forms will be a product of joint construction by the parties.

### 3.03 TIME LIMITS

- A. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
- B. If a formal grievance is not filed within twenty (20) days after the act or conditions giving rise to the grievance, the grievance shall be considered waived.
- C. If a decision on a grievance is not appealed within the time limits specified at any level of the procedure, the grievance will be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- D. Failure at any level of an administrator to communicate a decision within the specified time limit shall permit the grievant to proceed to the next level of the formal grievance procedure.
- E. In the event a grievance is filed at such time that it cannot be resolved by the close of a calendar school term, the grievance shall continue on the time limits based on calendar days until resolution of such grievance. The parties may mutually agree to extend any or all steps to a time certain. In the event a grievance cannot be resolved because of the commencement of the winter or spring recess, further attempts at resolution shall be postponed until the return to school following the recess unless the parties in interest otherwise agree. The parties shall so agree where irreparable injury would result from a postponement.
- F. The temporary absence of a Principal or the Superintendent shall toll the running of the days during the absence of such Principal or Superintendent, but in no case for more than five (5) additional days.

- G. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

### 3.04 GRIEVANCE PROCEDURE

A. Level I: (Formal)

If a teacher believes there is a basis for a grievance, s/he shall initiate the formal procedure by submitting the formal grievance on the form attached hereto and made a part hereof marked "Exhibit A," to his/her Principal or Immediate Supervisor. Within five (5) days of receipt of the form, the Principal or Immediate Supervisor shall make a written decision on the form attached hereto and made a part hereof marked "Exhibit B." The decision reached at this meeting will be recorded in Level II of the Grievance Report Form and signed by both parties.

B. Level II: (Formal)

If the grievant is not satisfied with the results of Level I, he/she may continue the formal procedure by again submitting the formal grievance to the Superintendent or his/her designee within five (5) days after the receipt of the Level II decision. Within five (5) days of the receipt of the form, the Superintendent or his/her designee shall make a written decision. The decision reached at this meeting will be recorded in Level I of the Grievance Report Form and signed by both parties.

C. Level III: (Mediation)

If, after receiving the decision of the Superintendent, the grievant remains unsatisfied, the grievant may choose, with the concurrence of the Association and the Board, to advance the matter to grievance mediation with the Federal Mediation and Conciliation Service (FMCS). This advancement shall be made within ten (10) days from the receipt of the decision of the Superintendent. Should there be no agreement to advance the grievance to mediation, the grievance may be advanced directly to Level IV. The parties agree to participate in the mediation of all the issues set forth in the grievance(s) at the first meeting date available to the Mediator, but no later than thirty (30) days from the filing of the request for mediation. Each party shall bear their costs in the mediation process and equally divide the cost of the Mediator, if any is charged. If the mediation process is not successful or is not completed within thirty (30) days of the request for mediation and the grievant remains unsatisfied, the grievance may proceed to the next level.

D. Level IV.

1. (A. Formal)

If the aggrieved person is not satisfied with the disposition in Level III and the grievance is filed under Section 3.01A.2, he/she may request in writing, within five (5) days after the receipt of the Level III decision, a hearing by the Board. Within ten (10) days of receipt of such request, the

Board shall meet with all parties. The Board's decision, in writing, shall be rendered within five (5) days after such meeting and shall be the final step in the grievance procedure.

E. Level IV.

1. (B. Formal)

- a. If the aggrieved person is not satisfied with the disposition in Level III and the grievance is filed under Section 3.01A.1, he/she may request in writing, within five (5) days after receipt of the Level III decision, a hearing by an arbitrator. The arbitrator will be selected by mutual agreement of representatives of the parties. The parties will petition the American Arbitration Association (AAA) to provide a list of arbitrators. The arbitrator shall be chosen by the AAA method, except that either party may reject a list of arbitrators in its entirety and request the submission of a new list by the AAA. The cost of the arbitrator shall be borne equally by the Board and the Association. Neither party shall be responsible for the cost of a transcript ordered to be used by the other party. Absent undue hardship, the party requesting a cancellation/postponement of a scheduled arbitration will be responsible for any cancellation fee arising out of that request.
- b. The decision of the arbitrator shall be final and binding upon the parties hereto. The arbitrator shall not have the power to add or subtract from or modify any of the terms of this Agreement.

**ARTICLE IV. EXCLUSIVE ASSOCIATION RIGHTS**

4.01 ASSOCIATION RIGHTS

The Association shall be granted the following sole and exclusive organizational rights pertaining to teaching personnel as the bargaining agent of the teaching personnel:

- A. To enter into collective bargaining discussions with the Board in accordance with provisions of this procedure.
- B. Use of designated bulletin boards in faculty lounges provided for Association information, maintained by the Association.
- C. Upon proper authorization to the Treasurer from each employee, payroll deduction of professional dues, including Association, Ohio Education Association, National Education Association, and EPAC contributions.
- D. To use school buildings for meetings.
- E. To place Association communications in the mailboxes provided for each teacher.

- F. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property, provided this shall not interfere with or interrupt normal instructional programs.
- G. To provide to CEA, the name, address and assignments(s) of each newly employed member of the bargaining unit.
- H. The Board will provide the Association with financial documents upon written request. The Board will further provide the Association, upon written request, with any other public documents.
- I. The CEA President and one (1) Association representative per school building shall be provided a copy of Board minutes within one (1) week after approval by the Board, as well as a copy of the Board meeting agenda prior to such meeting.
- J. To be provided legal usage of the interschool mail and email service for Association purposes.
- K. To be advised regarding any major proposed change in educational policy or school district organization prior to final Board adoption.
- L. Elementary teachers who are CEA representatives or officers will be released for regular CEA Board meetings upon completion of the teacher's last class or bus duties, provided that the Superintendent is informed of the dates of the regular CEA Executive Board meetings and the names of all CEA representatives and officers at the beginning of each school year. Release time for special CEA Executive Board meetings will be permitted at the discretion of the Superintendent. However, no release time will be provided to elementary teachers for special CEA Executive Board meetings where the elementary teachers have prior responsibilities, including Parent Conferences or staff meetings.

4.02 FAIR SHARE FEE

A. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Coventry Education Association, a fair share fee for the Union's representation of such nonmembers during the term of this Contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Union's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall be equal to one hundred percent (100%) of the unified dues of the Union, shall be

transmitted by the Union to the Treasurer of the Board 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 Employer agrees to promptly transmit all amounts deducted to the Union.

B. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payors

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly 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. sixty (60) days employment in a bargaining unit position, or
- b. January 15th.

C. Transmittal of Deductions

The Employer further agrees to accompany each such 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.

D. Procedure for Rebate

The Union represents to the Employer that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Union and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

E. Entitlement to Rebate

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

F. Indemnification of Employer

The Union, on behalf of itself and the OEA and NEA, agrees to indemnify the Employer for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Employer shall give a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed;

2. The Union shall reserve the right to designate counsel to represent and defend the Employer;
3. The Employer agrees to: (a) give full and complete cooperation and assistance to the Union and its counsel at all levels of the proceeding, (b) permit the Union or its affiliates to intervene as a party if it so desires, and/or (c) to not oppose the Union or its affiliates' application to file briefs amicus curiae in the action;
4. The Employer acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the Employer if the Employer intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

#### 4.03 ASSOCIATION LEAVE

- A. Two (2) elected delegates to the OEA delegate assemblies shall be granted up to a cumulative of four (4) days leave per school year to attend OEA assemblies, provided the delegate submits to the Superintendent a request for such leave as soon as the delegate is elected.
- B. Release time shall be granted when a bargaining unit member is required to be in attendance at an arbitration hearing involving the Coventry Local Schools as the grievant, a witness, or Association representative.
- C. In addition to the time allocated to the Association above, there shall be an additional three (3) paid days for Association business (delegated by the President). These days must be taken in full day segments.

### **ARTICLE V. INDIVIDUAL RIGHTS**

#### 5.01 PERSONNEL FILES

- A. The official personnel file for each member of the instructional staff shall be maintained in the Board of Education Administrative Office. Contents of the personnel files are privileged and confidential subject to the provision of the Ohio Public Record Law. Members of the administration authorized to use personnel files shall be limited to the Superintendent or his/her designee, Treasurer, or Building Principal(s) directly related to those members of the instructional staff, and other administrators who are responsible in directing the professional services of members of the instructional staff. This access shall be limited to those files of members of the instructional staff with whom the above stated administrators have direct responsibilities. All material placed in the personnel files will be dated and identified as to whom is making the entry.
- B. A teacher shall have the right to review the contents of his/her personnel and/or cumulative files(s) within a reasonable time, not to exceed twenty-four (24) hours,

after filing a written request to review such file(s). A representative of the Association may, at the teacher's request, accompany him/her in this review.

- C. Such reviews will be handled by the Superintendent (as used hereinafter "Superintendent or Superintendent's designee"). Privileged information such as confidential credentials, letters of reference from universities, individuals or previous employer are specifically exempted from such review. The administrator may remove such information from the file prior to review by the teacher. Any other material in a teacher's personnel file shall be shown to the teacher.
- D. A teacher shall be given a copy of any material placed in the teacher's personnel file, exclusive of privileged information as described above. Any additional copies of material requested by a teacher shall only be made at such teacher's expense. A teacher shall have the right to file an answer or comment to any material included in the teacher's personnel file and such answer shall be attached to the file copy.

#### 5.02 ACADEMIC FREEDOM

The Coventry Education Association believes that academic and professional freedom is essential to the teaching profession. Controversial issues should be a part of instructional programs when judgment of the professional staff deems the issues appropriate to the curriculum and to the maturity level of the student. Academic freedom is the right of the learner and his/her teachers to explore, present, and discuss divergent points of view in the quest for knowledge and truth. The teachers agree to follow the procedure established by the Board of Education which includes a permission slip to be signed by a parent for any text (printed or visual) which could be considered questionable to parents.

#### 5.03 INDIVIDUAL RIGHTS

- A. All members of the instructional staff have the right to participate in professional and civic organizations for their personal benefit and interest as long as this participation does not interfere with assigned teaching duties.
- B. Members of the instructional staff have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form as long as this involvement does not interfere with or conflict with assigned teaching duties.

#### 5.04 EMPLOYMENT PRACTICES

- A. All teachers shall be given tentative written notice of their anticipated instructional assignments for the forthcoming school year by the last teaching day of the school year.
- B. Any assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory. Preference in making such assignments will be given to teachers regularly employed in the District and not be limited to secondary teachers.

- C. The Board of Education shall not discriminate according to state and federal law.
- D. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of all Board policies.
- E. No teacher outside of the bargaining unit with temporary certification shall be hired during the period in which a position is posted where there is a bargaining unit member who holds the proper certification and is available to teach the course.

5.05 DISCIPLINARY CONFERENCES

- A. Any teacher who has an investigatory conference with an administrator of the Coventry Local Schools may, upon the teacher's request, be accompanied by a CEA representative at such conference, provided such request does not unduly delay the holding of the conference.
- B. Any teacher who has a disciplinary conference with an administrator of the Coventry Local Schools shall be accompanied by a CEA representative at such conference, provided such request does not unduly delay the holding of the conference.
- C. No teacher shall be disciplined except for just cause.

5.06 DUE PROCESS

Employees shall be provided with notice of allegations prior to a scheduled disciplinary meeting and an opportunity to be heard prior to the imposition of such discipline. Nothing herein shall be interpreted to relieve the Board from any obligations it may have under law relative to termination, nor limit the right of employees to challenge disciplinary actions as provided in this Agreement.

**ARTICLE VI. WORKING CONDITIONS**

6.01 PREPARATION AND CONFERENCE

- A. All teachers employed on a full-time basis shall have at least two hundred (200) minutes during a five (5) day week for preparation and conference time. This time shall be during the student's school day, and teachers shall not be assigned students during this time.
- B. During such preparation and conference time, no teacher shall be assigned duties which conflict with preparation for classes or holding conferences, nor will a teacher be expected to deduct travel time from preparation and/or conference time.
- C. Preparation and conference time shall be given in five (5) daily blocks.
- D. Part-time teachers shall receive preparation and conference time on a prorated basis in comparison to the equivalent full-time teachers.

- E. Special area classes will be the same duration in each of the elementary school buildings.
- F. In the event of an elementary teacher sharing a class in two (2) buildings, every effort shall be made to see that no more than sixty percent (60%) of special area classes shall be scheduled during either a morning or afternoon to allow continuity of teaching in both buildings.
- G. A split assignment between two (2) buildings will result in the teacher only being required to perform one (1) assigned duty a day.
- H. Special education teachers/tutors will be given two additional release days for developing IEPs and record keeping.

6.02 SUBJECT AREA PREPARATION

- A. No secondary teacher or middle school teacher shall be required to have more than four (4) subject area preparations in academic classes each day.
- B. No elementary school teacher (excluding special education teachers and ESP personnel) shall be required to teach multi-grade level classes unless he/she is willing.

6.03 SCHOOL LUNCH SUPERVISION

Teachers may be required to directly supervise students during lunch. Teachers will not be assigned recess duty. There shall be at least two (2) adults on every lunch duty supervising students at the middle school and high school.

6.04 STUDY HALL STUDENT/TEACHER RATIO

Study halls will not exceed a student-to-teacher range of 35-40 to 1. Room accommodations will be a table or desk and chair for each student.

6.05 CLASS SIZE/WORKLOAD

- A. Academic class size shall not exceed the number of pupils per teacher as set forth below:

K thru 2 <sup>nd</sup>	27
3 <sup>rd</sup> thru 5 <sup>th</sup>	29
6 <sup>th</sup> thru 12 <sup>th</sup>	34

- B. The academic class sizes listed above may be exceeded in cases of team teaching and large group instruction (i.e. instrumental and vocal music).
- C. Special Education class size shall comply with operating standards as set forth in Ohio Schools serving children with disabilities, Rule 3301-51-09G.

- D. Intervention Specialists shall not be used as substitutes during his/her regularly scheduled teaching time, except in unusual circumstances.

#### 6.06 ACCOUNTABILITY

- A. If any method of accountability and/or competency testing is mandated by the State Department of Education or by the State Legislature, or local School Board, to be implemented by the local School District, the Board will cooperatively involve CEA-appointed representatives to cooperatively implement the program with the established guidelines.
- B. If the State, or local School Board, does mandate accountability and/or competency testing, but not the method by which it shall be implemented, the Board will involve CEA-appointed representatives in the development and establishment of their own guidelines.

#### 6.07 SUBSTITUTION

- A. Substitution for another employee during a teacher's conference period shall only be on a voluntary basis. In those instances where the substitution is requested by the Administration, the teacher who gives up his/her conference period shall be paid at a rate of \$30.00 per period.
- B. A teacher who absorbs an entire class of an absent teacher for an entire day will receive an additional payment equal to the per diem rate of a casual substitute.

#### 6.08 UNIFORM SUPPLY ACCOUNTS

Uniform supply accounts are established to which all appropriate student fees shall be escrowed. Supply orders from the accounts shall be purchase-ordered by the Treasurer of the District within two (2) weeks of receipt of an approved requisition. A copy of the purchase order is maintained with the Building Principal and may be reviewed upon request by any teacher. Upon receipt of each order, the packing slip shall be signed by the requesting teacher indicating the goods received and then returned to the Building Principal.

#### 6.09 COMMITTEE PARTICIPATION

Service of teachers on any committees shall be on a voluntary basis.

#### 6.10 SAFETY CONDITIONS

- A. The Board and CEA recognize the need to maintain safe conditions throughout the school system. A bargaining unit member has the responsibility to immediately report health or safety concerns to the Building Principal who in turn will immediately report the concern to the Superintendent or designee. Following the initial report, the teacher will reduce the concerns to writing on the appropriate form (Exhibit H). The Superintendent or designee will initiate an investigation within

twenty-four (24) hours and within forty-eight (48) hours of the initial report will provide the teacher and Building Safety Committee Chairperson information on the status of the investigation and possible remedies which are being explored. If a health and safety threat is present, the Superintendent or designee has the discretion to temporarily relocate work stations, reassign work, or, in extreme circumstances, excuse the affected employee(s) from work, or take any other action deemed appropriate.

- B. Each school Principal shall establish a safety committee whose duties will include: (1) monitor and assist in the operation of the local health and safety program and making recommendations to the Board for improvement; (2) request and review findings and reports of work place inspections, corrective measures implementation of recommended corrective measures; and (3) review plans for abating or eliminating work place hazards.
- C. The District will maintain an ongoing program to survey the safety conditions of all school facilities annually and to recommend the remediation of all unsafe conditions.
- D. There will be no reprisals, restraints, interference, coercion or discrimination against an employee for filing a report of an unsafe or unhealthy condition or for participating in a health and safety program.
- E. In the event the Administration fails to comply with the above procedures or fails to remedy the health or safety concern, the teacher or Building Safety Committee Chairperson may file a complaint with the Ohio Department of Industrial Relations pursuant to ORC Section 4167.10.
- F. After a thorough investigation, reasonable effort will be made by the Administration to find an alternative placement for a student who assaults or threatens the physical safety of a teacher if justified by the investigation.
- G. The District and/or safety agencies may provide mandatory safety trainings as appropriate.

#### 6.11 TUITION REIMBURSEMENT

The Board shall provide sixteen thousand dollars (\$16,000) per year for purposes of tuition reimbursement to bargaining unit members.

- A. The credit must be received in education in the teacher's area of certification/licensure or in an area of certification/licensure permitted by ODE leading to a new certificate/license.
- B. The reimbursement fund will be divided equally among all eligible participants, but will not exceed seventy-five percent (75%) of the actual tuition costs paid by a participant for a maximum of six (6) quarter or four (4) semester hours completed between July 1 and June 30 of a school year. Monies not used for tuition reimbursement each school year shall be returned to the general operating budget.

- C. Reimbursement will be paid in October upon submission of an official transcript reflecting a grade of "B" or higher. The transcript must be submitted no later than September 15th to receive the October payment.
- D. Any teacher who receives tuition reimbursement must agree to teach in Coventry for at least one (1) full school year following receipt of the reimbursement. If any teacher fails to fulfill this requirement, the amount of the reimbursement will be deducted from the teacher's final pay except when a teacher leaves Coventry employment involuntarily.
- E. A detailed annual report of tuition reimbursement shall be provided to CEA upon request.

6.12 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

Pursuant to ORC 3319.22, a Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans and continuing education units and/or other equivalent activities related to classroom teaching and/or the area of licensure.

B. Term of Office

The term of office for committee members shall be three (3) years, except that initial terms shall be staggered (one-year, two-year, three-year) to provide continuity.

C. Composition and Selection

The LPDC comprising five (5) members: three (3) teachers and two (2) administrators. Teachers shall be nominated by members of the bargaining unit and appointed by the CEA President. Administrators shall be appointed by the Superintendent. Vacancies arising during a term shall be filled in the same manner.

D. Chairperson

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

E. Decision-Making

The choice of how to operate for decision-making purposes shall be discussed by the LPDC. The LPDC will make the choice to either operate by: majority vote or consensus. Prior to the implementation of whichever mode is chosen, the LPDC will be trained in team building skills. Once the decision of operation is made, that shall be the mode of operation for the LPDC.

F. Training

LPDC members shall be afforded the opportunity to attend training related to performance of their duties. Paid release time shall be granted for training within the workday. Attendance at specific training meetings is subject to administrative approval but approval shall not unreasonably be denied. Such training may constitute an appropriate "equivalent activity" for committee members' own professional development plan.

G. Meetings

The LPDC shall meet as often as its members deem necessary to complete their work. An annual meeting schedule providing for two (2) to four (4) meetings spaced throughout the school year shall be posted in each building no later than September 10, and additional meetings may be scheduled as needed.

H. Compensation

Bargaining unit members on the LPDC will be paid for two (2) to four (4) meetings and/or training at the BA, Step 1 hourly rate for the hours worked (exclusive of release time).

6.13 JOB SHARING

Staff members who seek to form a Job Sharing Team will present their proposal to the Superintendent or designee by February 15<sup>th</sup>. The Superintendent may institute a pilot job sharing program. If initiated, the pilot program will be reviewed annually.

6.14 FACILITIES

A. The Board will provide all teachers with their own desk and access to technology.

B. Every effort shall be made to give teachers access to their classrooms two weeks before the start of school, provided this does not interfere with the summer cleaning and maintenance preparations of the building.

6.15 EMPLOYEE COMMITTEES

Building faculty councils will make every attempt to meet each month. Faculty councils will be determined by a majority vote by the teachers in each school. The election will be jointly overseen by the administrator(s) in the building and the CEA building representative(s).

6.16 INTERNET USAGE

A. Computer Technology

Efforts will be made by the Board, the Administration and the teachers to work through appropriate channels to improve and enhance the use of computers in the classroom by both students and teachers.

B. Monitoring Students

Teachers will monitor student internet usage in a reasonable manner. Upon discovery of controversial material or upon notification by a student of controversial material, the teachers shall inform the principal. Teachers shall not be disciplined for inappropriate files or sites accessed by students or for damage to or loss of devices as long as the teacher has taken reasonable measures to ensure safety and accountability of the devices and has followed all board policies related to the care and use of equipment.

C. Employee Usage

Employees shall be permitted use of Board provided computers and electronic devices. Personal correspondence that does not solicit personal business or advertise personal profit sales or services is permitted. Any employee who desires to utilize software other than that provided by the District shall first submit a request to the Technology Advisory Committee for approval.

D. Review

Administrative review of computer files, electronic mail and voice mail will be motivated by a legitimate reason. Except in unusual circumstances, teachers will be notified in advance of such an administrative review.

E. Any internet usage agreement form shall be consistent with all the terms of this agreement and shall not forfeit any employee's rights.

6.17 LUNCH/BUS/PARKING LOT DUTIES

Teachers may be required to do lunch, bus, and/or parking lot duty.

6.18 ELEMENTARY & SECONDARY EDUCATION ACT (ESEA)

In the event the Board must take actions to comply with ESEA, and if those actions would change the terms or conditions of this agreement, the Board will notify the Association of the changes and provide the Association an opportunity to discuss the changes and the right to bargain the effects.

6.19 ATTENDANCE

The Board and the Association recognize that the quality of education suffers when a student or a teacher is absent from the daily instruction offered during the school year. This is true even if the absence is beyond the individual's control.

6.20 PROFESSIONAL APPEARANCE

The Association and the Board acknowledge that one of a teacher's responsibilities includes reflecting a professional image to the students, the parents and the public.

**ARTICLE VII. WORKDAY/WORK YEAR**

7.01 SCHOOL YEAR

- A. The school year shall include a one hundred eighty-five (185) day contract year for teachers new to Coventry and a one hundred eighty-four (184) day contract year for all other teachers. The contract year will include Parent Conference days for grades K-12, or any other day on which teachers are scheduled to work and will exclude NEOEA Day as a workday.
- B. The school calendar for the upcoming school year will be created by the Superintendent in collaboration with the CEA President by February 1<sup>st</sup> of each school year
- C. Half-day employees who work a full day on Parent Conference days or Inservice day shall receive compensation at their regular rate of pay for time worked in excess of one (1) half-day.
- D. If the last student day of the school year falls on a Friday, the teaching staff in each school building, as a group, will have the option of coming in either Saturday or the following Monday for a teacher record day.
- E. The scheduled time for Parent Conference days shall be established on a building-by-building basis as determined by a vote of the teachers and Principal(s) in each building.

7.02 LENGTH OF DAY

- A. The defined day of teacher attendance will be within a seven and one-half hour (7 1/2 period of time, including a thirty (30) minute duty-free lunch period (free of passing time). In addition, each building shall set aside one (1) day per month for a meeting if such a meeting is deemed necessary by the Principal. No solicitations from outside sources are to take place during this time unless initially agreed by the parties.

- B. Inservice training meetings shall be cooperatively planned by staff and Administration and held as needed, but should not exceed an average of one (1) per month.
- C. Beginning and ending times will be determined during days students are in session, will be according to the individual building schedule for student busing, except at the high school where they will depend on the individual teacher's schedule, shall arrive at least fifteen (15) minutes prior to the arrival of the students, and shall be required to remain fifteen (15) minutes after dismissal of the students [at the high school this shall be interpreted as fifteen (15) minutes before the first assigned period and fifteen (15) minutes following the last assigned period], as long as this is within the seven and one-half (7 1/2) hour period of time, unless otherwise instructed by their Building Principal.
- D. Each Principal will establish and post a rotating regular bus duty schedule, which will include all available teaching staff. In addition, each Principal will establish and post a rotating late bus schedule to be used in the event of a late bus. Such schedule will include all available teaching staff. In the event of a late bus, only the teacher assigned to regular bus duty and the teacher assigned for late bus duty will be required to remain at the school supervising the students until all buses arrive and depart. Any time required by the Administration to work beyond the regular workday must be paid at the normal per diem rate, prorated accordingly.
- E. A teacher who is assigned to more than one (1) building at a time in any school year may attend or be required to attend more than one (1) Open House. In either case, such teacher shall be given compensatory time off from the seven and one-half (7 1/2) hour day before the defined day of teacher attendance or after his/her last scheduled class until the compensatory time equals the time of attendance required at Open Houses in excess of one (1) Open House. (See Exhibit G, Compensatory Time-Off Form.)
- F. Building administrators will provide at least twenty-four (24) hours advance notice to traveling teachers when there is an adjustment in the school day schedule unless unexpected and/or extraordinary circumstances.
- G. Teacher attendance at all other activities held in addition to the above defined day of teacher attendance, shall be voluntary.

## ARTICLE VIII. TRANSFERS

### 8.01 TRANSFERS

- A. Those teachers requesting a change of assignment either within their buildings or outside—their buildings will file such requests on a form to be provided by Administration.

- B. Area of competency, certification, quality of teaching performance, and length of service in the District shall be considered in determination selection of teachers to be reassigned.
- C. When vacancies meeting the specific request are available, the teacher requesting the change will be given first consideration, providing the teacher making the request is qualified for the position available. If the teacher seeking consideration is not transferred to the vacancy, the teacher may request, in writing, the reasons why the teacher was not selected.
- D. All vacancies within the School District in supplemental, administrative, teaching, and vocational areas shall be posted in all school buildings. During the summer, notice of vacancies will be sent via email to each teacher with an email sent to the Association President.
- E. Where transfer is being considered that has not been requested by the employee, the following procedure will apply:
  1. There shall be a personal conference, initiated by the Superintendent, to discuss the reasons for intended transfer.
  2. Upon request of the teacher at the conference, written reasons for the intended transfer shall be given the teacher within two (2) workdays after the conference.
  3. There shall be written notice of transfer only after the conditions described hereinabove have been completed.
  4. Teacher assignments are generally made for the period of one (1) contractual year and may only be changed at the discretion of the Superintendent after meeting with the teacher(s) involved.
- F. Transfer and Reassignment

In the event any transfer or reassignment occurs in the seven-day period prior to the first day of classes in any school year, the transferred or reassigned teacher shall be excused from Teacher Inservice and/or Convocation day in order to make classroom and other necessary preparations for the new assignment.
- G. Any person who is hired to fill a part-time teaching position will be considered for full-time vacancies based on the same criteria as outside applicants.

**ARTICLE IX. CONTRACTS, TERMINATION, AND NON-RENEWAL**

9.01 CONTRACTS

The Board shall provide every member of the bargaining unit an individual written contract in keeping with the provisions of the Ohio Revised Code and Board adopted policies.

Contracts for all work to be performed by bargaining unit members will be issued within fourteen (14) days of the date of Board action.

A. Individual Contracts - Regular

All teachers employed by the Board shall be issued written contracts in accordance with the Ohio Revised Code. Such contracts shall include the following information:

1. Name of teacher.
2. Name of the School District and Board of Education employing said teacher.
3. Type of contract, limited or continuing.
4. The school calendar in days (i.e. 184 days).
5. Teacher agreement that he/she shall abide by Board adopted policies.
6. Provision for signature and date of signature of the teacher being contracted.

B. Teachers will be provided with salary notices in accordance with ORC§3319.12.

C. Individual Contracts - Supplemental

1. All teachers assigned additional responsibilities and granted additional compensation for such responsibilities shall be given a written contract that is in addition to their regular contract in keeping with the Ohio Revised Code. Such supplemental contract shall include the following information:
  - a. Name of said teacher.
  - b. Name of the School District and Board of Education for which responsibilities shall be performed.
  - c. Period of time or school year within which compensation is being provided for said responsibilities.
  - d. Basis by which compensation will be paid.
  - e. Provision for signature and date of signing by the teacher.
2. Negotiations in the area of supplemental contracts shall deal only with the compensation schedule.
3. Description of duties and responsibilities will be in writing, with the exception of athletic coaches, and will be at the discretion of the Superintendent or designee.

4. Filling supplemental assignments, continuing or eliminating positions, and creating new positions shall be the responsibility of the Board of Education based upon recommendation by the Superintendent.
5. Compensation for the administrators of the Athletic Program shall not be within the responsibility of CEA negotiations.

9.02 NON-RENEWAL OF CONTRACT

- A. Non-renewal of contract shall not be arbitrary or capricious.
- B.
  1. When non-renewal of contract is due to professional deficiencies, the teacher shall be made aware of such deficiencies as they occur or come to the attention of the Building Principal or other administrator. Suggestions for improvement in identified professional deficiencies will be discussed in a conference with an administrator.
  2. Subsequent conferences may be initiated by either the teacher or administrator to discuss progress or other areas of concern. All comments and suggestions from each conference shall be reduced to writing, the teacher receiving a copy and one being placed in the administrator's cumulative file for that teacher.
  3. The teacher shall, at the teacher's request, have a conference with the Superintendent to discuss the course of action being taken by the administrator.
  4. The timelines of the evaluation procedures contained in this contract must be followed.
- C. Upon request of the teacher, the reason(s) for recommended non-renewal of contract shall be given to the teacher.
- D. After receiving the written reason, the Superintendent, if requested by the teacher, shall schedule a conference with the teacher prior to making any recommendation to the Board.
- E. If requested by the teacher, the Board will grant a meeting in executive session, with both the Principal and teacher present, prior to taking any action regarding the recommendation or non-renewal of contract. The teacher may have an Association representative.
- F. Only procedural matters under this Section may be subject to the grievance procedure under Section 3.01A.1. of this Agreement. However, should an arbitrator find that a violation of the non-renewal of contract procedure has occurred, such arbitrator shall not have the authority to award a teacher an employment contract of longer than one (1) year's duration.

- G. It is intended that the provisions of this Section replace and supersede the provisions concerning non-renewal contained in the Ohio Revised Code Section 3319.11.
- H. The notice of the intent to non-renew will be delivered to the teacher not later than June 1<sup>st</sup>.

#### **ARTICLE X. REDUCTION IN FORCE**

10.01 If for any reason the Board decides that it will be necessary to reduce the number of teachers, it shall make such reduction consistent with the provisions of this section.

- A. Prior to November 1 of each school year, the Superintendent shall post in each school, in a location agreed upon with the CEA, and place in each school building, a list of all teachers in the system by contract status, teaching field, seniority in Coventry, and all areas of certification/licensure. The Superintendent shall mail a copy of such list to any teacher(s) on leave of absence. Within fifteen (15) calendar days after the posting of such list, any teacher who believes the listing is inaccurate shall provide a written statement to the Superintendent explaining the inaccuracy and basis for such inaccuracy. Principals/CEA representatives in each building will ensure that each employee sees the seniority list, and signs, to assure the accuracy and verification of their position on that list. The signature will waive any inaccuracy until publication of the next list.
- B. At least thirty-five (35) calendar days prior to any Board action reducing the number of teachers, the Superintendent shall post a revision of the earlier list, if any revisions are necessary. The Superintendent shall mail a copy of any such revised list to any teacher(s) on leave of absence.

Any teacher believing the revisions are inaccurate shall have ten (10) calendar days to provide a written statement to the Superintendent explaining the inaccuracy and basis of such inaccuracy. Principals/Coventry Education Association representatives in each building will ensure that each employee sees the seniority list, and signs, to assure the accuracy and verification of their position on that list. The signature will waive any inaccuracy until publication of the next list.

- C. At least twenty (20) calendar days prior to any Board action reducing the number of teachers, the Superintendent shall make available: (1) A tentative list of positions to be reduced; (2) A tentative Reduction In Force personnel list.
- D. Upon a request from the CEA within seven (7) calendar days after the information under Section 10.01C is made available, the Superintendent shall meet with the designated CEA official to discuss the intended staff reduction.

E. The following guidelines for Reduction In Force will apply:

1. Attrition:

The number of persons affected by a Reduction In Force will be kept to a minimum by not employing replacements, insofar as practicable, for employees who retire or resign or whose limited contracts are not renewed.

2. Layoff:

Reduction not achieved by attrition shall be accomplished first by laying off teachers who do not have continuing contracts through suspension of contracts, and second, if necessary, by suspending continuing contracts.

The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent 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.

The order of RIF in both groups of limited and continuing contract personnel shall be determined by their performance as indicated on their evaluations. If the evaluations of more than one teacher are comparable, the least senior of that group shall be reduced first.

For 2013-2014 and 2014-2015, all teachers shall be comparable. For the remaining years of the agreement, the following defines comparable for evaluation and recall purposes.

a. The definition of comparable evaluations shall be as follows:

The rating scale for comparable evaluations shall be determined by a numerical scale based upon the following scale:

- a. Accomplished = 5 points
- b. Skilled = 4 points
- c. Developing = 2 points
- d. Ineffective = 0 points

b. The sum of the ratings over three (3) years shall determine the numerical rating.

A = 10 or more points

B = 6-9 points

C = 0-5 points

Example: Where a teacher is rated Accomplished for two (2) years and Skilled for one (1) year, the categories to

which the teacher would be assigned for comparable evaluations would be computed as follows:

$$\text{Accomplished (5) + Accomplished (5) + Skilled (4) = 14}$$

Thus, this teacher would be assigned to category A for determining comparable evaluations.

- c. Where only one (1) evaluation is available, the category would be determined by multiplying the teacher numerical rating by three (3).

Example: A teacher rated skilled would be assigned to a category as follows:

$$\text{Skilled (4) x 3 = 12}$$

Thus, the teacher would be assigned to category A for determining comparable evaluations.

- d. Where only two (2) evaluations are available, the ratings for both years would be added, and the result would be multiplied by the number 1.5 to determine the numerical rating:

Example: A teacher with two (2) years of evaluations with both evaluation ratings as "Developing". The comparable category for this teacher would be computed as follows:

$$\begin{aligned} \text{Developing (2) + Developing (2) = 4} \\ 4 \times 1.5 = 6 \end{aligned}$$

Thus, the teacher would be assigned to comparable category B.

The reductions within these four groups shall be made by seniority.

### 3. Restoration to Service

- a. Teachers on continuing contracts shall have the right to restoration to service as provided in Ohio Revised Code 3319.17. Other teachers who keep the Board informed of their addresses, shall have recall rights for twenty-four (24) months after layoff. For purposes of this Section, "recall rights" mean the right to be offered a position within the teacher's teaching field. For teachers who are on the recall list on July 31, 2013, they shall be recalled strictly by seniority. Any teachers placed on the recall list after July 31, 2013 shall be recalled based on their evaluations pursuant to Section (E) (2).

- b. If a limited contract teacher whose contract has been suspended is not recalled within twenty-four (24) months, the teacher's employment with the Board shall be automatically ended with no further expectations or rights to employment with the Board.

4. Seniority

- a. As used in this Section, "seniority" shall be determined by the years of continuous service with the Coventry Local School District. Time spent on leave shall not be considered in determining seniority unless the teacher on such leave has worked at least one hundred twenty (120) days during the school year(s) during which the teacher is on leave. However, time spent on Sabbatical Leave shall be considered in determining seniority.
- b. In those instances where two (2) or more teachers have the same number of continuous years of service with the Coventry Local School District, seniority shall be determined by the date of hire of the respective teachers. Date of hire shall be the date the Board formally votes to employ said employee. If two (2) or more of those teachers have the same date of hire, seniority shall be determined by a random drawing. At least five (5) days prior to the drawing, the Superintendent will, by registered mail, notify the Association President or his/her designee and the teachers involved, showing the date, time, and place of such drawing. The mechanics of said drawing will be agreed upon by both the Board and CEA representative(s) at the time of drawing, provided a CEA representative is present. The drawing will be held in one of the administrative offices. The Association President or Association representative and/or the teachers affected may attend the drawing. The first name drawn will have the greatest seniority for those employees affected by this procedure, and the remaining names will have seniority according to sequence drawn.

**ARTICLE XI. LEAVES**

11.01 SICK LEAVE

- A. Sick Leave may be used for absence due to personal illness, disability due to pregnancy or injury, exposure to contagious disease which could be communicated to others, and for necessary absence due to illness or death in the employee's immediate family. Employees shall be entitled to four (4) days of Sick Leave or Personal Leave, only if there is no sick leave accumulation for death in the immediate family.
- B. The immediate family shall be defined as: father, mother, grandparents, spouse, child, step-child, father-in-law, mother-in-law, brother, sister, grandchild, or any other person who is a member of the employee's household. For funeral only, immediate family will also include sisters-in-law, brothers-in-law, aunts and uncles of the employee.

- C. Employees shall be entitled to four (4) days of Sick Leave for death in the immediate family. The Superintendent may approve an additional day(s) for death in the immediate family based on extenuating circumstances and/or out of-town travel. The Superintendent may approve use of sick leave to be used for absences in case of death of close relatives or friends not in the immediate family. Claiming use of sick leave for purposes other than those listed is grounds for discipline up to and including suspension or termination.
- D. Sick Leave shall be governed by the provisions of the Ohio Revised Code Section 3319.141. Employees may accumulate up to a maximum of three hundred (300) days. An updated total of unused sick leave will be included in each employee's paycheck each pay period.
- E. An advance of no less than five (5) sick days shall be granted to employees who have either exhausted their accumulation or for new employees who have yet to earn such accumulation. An additional five (5) days may be granted based upon extenuating circumstances and approved by the Superintendent/Designee. Abnormal circumstances necessitating a larger advance may be presented to the Superintendent for the Board's consideration. No additional sick leave will be credited to the employee until he/she has earned the number of days advanced. Employees unable to subsequently earn advanced sick leave days will be required to reimburse the Board for unearned paid days.
- F. Sick Leave Transfer
1. When a bargaining unit member has exhausted all of his/her accumulated sick leave due to a catastrophic illness or injury, and additional days are still needed, then he/she may request, through the CEA President up to a total of ten (10) additional days from other bargaining unit members. Depending on the circumstances, additional days may be authorized by the Superintendent.
  2. A committee will review and approve the request for the transfer of sick leave.
  3. Upon approval of the request, CEA shall distribute a notice to all bargaining unit members notifying them of the request. Any employee wishing to transfer accumulated sick leave to the bargaining unit member shall submit the lower half of the form to the Treasurer's Office. Upon receipt of the signed form authorizing the transfer of sick days, the Treasurer shall transfer the days.
  4. Any employee transferring sick leave days shall not be permitted to deplete his/her own sick leave accumulation below 150 days.
  5. An employee may only transfer or receive up to a total of 10 sick leave days in a school year.

6. Employees requesting sick leave transfer will not be advanced sick days by the Board when their sick leave is exhausted until after the transferred days are used.

#### 11.02 PARENTAL LEAVE(S)

- A. When a teacher or spouse becomes pregnant, the Superintendent will be notified, in writing, of the impending childbirth not later than five (5) months prior to the anticipated delivery date. At that time, an estimated date to begin the Parental Leave shall be indicated. In cases of adoption, a request for Parental Leave must be made as soon as possible after the adoption agency notifies the prospective parents.
- B. A request for Parental Leave must be made at least seventy-five (75) calendar days prior to the expected commencement of leave.
- C. **Paid Parental Leave** – When a teacher or spouse becomes unable to work due to pregnancy, delivery, or recovery time, available accumulated sick leave must be used for a paid parental leave and may be used for up to twelve (12) weeks for inability to work due to these occurrences. In the event that a medical condition requires the use of sick leave beyond twelve (12) weeks, the employee may provide a doctor’s confirmation of the need and continue to use accumulated sick leave. In the event that the employee exhausts sick leave during the twelve (12) week allowance, or chooses to continue the leave beyond the twelve (12) week allowance where no medical necessity exists, an unpaid parental leave may be requested.
- D. **Unpaid Parental Leave** - An employee who exhausts sick leave during a Paid Parental Leave, or who chooses to continue the Parental Leave for a non-medical reason beyond the twelve (12) week allowance, may request an Unpaid Parental Leave. The unpaid leave of absence shall be granted for the balance of the twelve (12) week period, or for the balance of the school year during which delivery or adoption occurs, unless such leave is earlier terminated as hereinafter provided. The Unpaid Parental Leave shall be extended for one (1) additional school year upon request of the employee to the Superintendent, made not later than April 1 preceding the year for which such leave extension is requested.
- E. A teacher on Unpaid Parental Leave will be entitled to continuation of health benefits at the same level of Board contribution as existed prior to leave, up to a maximum of twelve (12) weeks, including the period of time on Paid Parental Leave, provided the teacher first exhausts unused accumulated Sick Leave. If the teacher remains on Parental Leave following twelve (12) weeks, the teacher may continue to participate in those benefits in accordance with COBRA rules and regulations. Those teachers who return immediately following such leave shall be reimbursed by the Board for any premiums paid provided the teacher returns for a minimum of one (1) semester.
- F. Application for reinstatement may be made by the teacher at any time during the school year at least twenty (20) work days before the effective date of their reinstatement, and the employee may be reinstated by mutual agreement. In any

case, reinstatement will occur no later than the beginning of the next succeeding school year unless the leave is extended in accordance with paragraph C above.

- G. Upon return from the approved leave, the teacher shall be entitled to reinstatement to the same position with the same contractual status which was held prior to the leave or, if the position is no longer available, to a substantially equivalent position for which the teacher holds valid unexpired certification. If said leave is extended, the same provision shall apply.
- H. No more than one (1) spouse shall be entitled to a Parental Leave.
- I. Failure of a teacher on leave of absence to return a signed contract for the successive school year on or before May 15 shall be treated voluntary resignation.

### 11.03 PERSONAL LEAVE

- A. Upon written request to the Superintendent, each teacher shall be granted up to four (4) days non-cumulative Personal Leave during each school year.
  - 1. The observance of religious holidays where total abstinence from work is required by the tenets of the teacher's religion, or whose religious Holy Day(s) of observance fall on a workday;
  - 2. Court appearance as a litigant or witness;
  - 3. Attendance at graduation exercises for the teacher, his/her spouse, child, grandchild, brother, sister, or parent;
  - 4. Funerals not otherwise specified for use of Sick Leave;
  - 5. Marriage of an employee, his/her sons or daughters, or grandchildren, brother, sister, or parent;
  - 6. Necessary legal or personal business matters that cannot be performed outside of normal school hours or days;
  - 7. Travel difficulties due to accidents which occurred within twenty-four (24) hours of the school day for which Personal Leave is claimed.
  - 8. Adoption and/or pre-adoption responsibilities.
  - 9. Exhaustion of sick leave.
- B. Personal Leave may be granted for such other reason as the Superintendent deems appropriate. Employees shall not be required to give any additional reasons for Personal leave claimed under Item 2 of this Section, but need only check that reason when appropriate. A request for Personal Leave must be submitted at least three (3) workdays prior to the date requested whenever possible.

Approval of Personal Leave for a day to be taken before or after a vacation or holiday or on State Testing days is at the sole discretion of the Superintendent. Not more than five percent (5%) of the bargaining unit shall be granted personal leave on the same day unless an exception is granted by the Superintendent. Personal Leave days may be taken on a full-day or half-day basis.

- C. Bargaining unit employees will be entitled to unrestricted personal days according to the following:

- after 5 years of district service - two (2) days of four
- after 10 years of district service – three (3) days of four
- after 25 years of district service – four (4) days of four

#### 11.04 FAMILY LEAVE

An employee may take up to twelve (12) weeks of unpaid leave in a twelve-month period (defined as the school year, July 1 through June 30) to care for a spouse, child or parent who has a serious health condition. During such leave, the employee will be entitled to a continuation of health benefits with the same level of Board contribution as existed prior to taking the leave. If an employee has unused Sick Leave available, it must be used for purposes of this leave and the twelve (12) weeks unpaid leave will be reduced by the amount of such paid leave. To qualify for the use of the leave for care of a spouse, child or parent with a serious health condition, the employee must submit certification satisfactory to the Board. To be eligible for leave under this Section, the employee must have worked at least one hundred twenty (120) days in the prior school year.

#### 11.05 SABBATICAL LEAVE

A teacher who has completed seven (7) years of service in the Coventry Local Schools may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence for one (1) or two (2) semesters, subject to the following restrictions:

- A. The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a granting of permission, and at the conclusion of the leave provide evidence that the plan was followed.
- B. The teacher must return to Coventry Local Schools for at least one (1) year to the same or mutually agreeable position following such leave. In the event that a mutual agreement cannot be made, the Superintendent shall assign the teacher to the most substantially equivalent position within the teacher's certification/licensure area(s).
- C. No leave shall be granted unless a satisfactory substitute is available.
- D. No leave shall be granted to more than five percent (5%) of the professional staff at any one time.

- E. Each teacher granted such leave shall receive the difference between the substitute's pay and the teacher's expected pay (including Hospitalization and Term Life Insurance).
- F. No teacher may be granted such leave more often than once in every five (5) years of service in the District, nor for a second time when other members of the staff have filed a request for such a leave.
- G. A year of Sabbatical Leave shall count as a year of credit for placement on the salary schedule and for eligibility for continuing contract.

#### 11.06 ASSAULT LEAVE

- A. A teacher who is required to be absent due to a physical, emotional, mental or psychological injury, determined by a licensed medical professional, resulting from an assault which occurs in the course or arising out of Board employment and who cooperates with the Administration in the prosecution of the assailant shall be eligible to receive Assault Leave. Upon determination of the Superintendent, such leave shall be granted for up to the remainder of the school year upon delivery to the Superintendent of a signed statement on a form prescribed by the Board and maintained by the Superintendent.
- B. Such statement will indicate the nature of the injury, the date of its occurrence, the identity (if known) of the individual(s) causing the assault, and the facts surrounding the assault.
- C. If medical attention is required, the teacher shall supply a certificate from a licensed physician stating the nature of the injury and its anticipated duration. If a teacher misses more than twenty (20) school days as a result of such physical, emotional, mental or psychological injury, the Board may have the teacher examined by a doctor of its choice for determination of the nature and extent of the teacher's injury. If the teacher disagrees with the medical assessment of the Board's doctor, the teacher may request another examination from a physician which is mutually agreeable to the teacher and the Board. The Board will pay the cost of such examination.
- D. Falsification of either the signed statement or the physician's certificate is grounds for termination of employment under Section 3319.16 of the Ohio Revised Code.
- E. Payment while on Assault Leave shall be at the teacher's regular rate, except that the amount of Assault Leave payable under this Section shall be reduced by the amount(s), if any, of any other disability benefits payable to the teacher under Workers' Compensation, or any other publicly-funded disability benefit program.
- F. Nothing in this Section shall be construed as to waive the physician/patient privilege as provided by Section 2317.02 of the Ohio Revised Code.

11.07 OTHER LEAVE

The Superintendent, at his/her discretion, may grant other leave for good cause.

11.08 PROFESSIONAL LEAVE

- A. Professional Leave of Absence may be granted to the current full-time/part-time annually contracted staff for the purpose of attending workshops or other professional meetings each year.
- B. Professional leave is to include days when a teacher/coach/advisor accompanies students to meetings, competitions, and the like. Any other teacher electing to attend with students is required to use personal leave, if leave is approved.
- C. Contingent upon advance approval by the Superintendent, the Board shall pay receipted expenses incurred by teachers for attendance at workshops, seminars, conferences, or other professional meetings.

11.09 COURT WITNESS LEAVE

- A. Release time shall be granted when a Bargaining Unit member must perform jury duty pursuant to subpoena. On those days that the Bargaining Unit member is not required to serve on jury duty, he/she shall report to his/her duties. Leave shall be for the day or portion of the day needed.
- B. Release time shall be granted for a Bargaining Unit member who is subpoenaed as a witness in a matter provided his/her testimony is directly related to the performance of the duties of a teacher in the Coventry Schools. Leave shall be for the day or portion of the day needed.
- C. Jury duty and witness fees and other compensation received, if any, shall be retained by the Bargaining Unit member.

11.10 DEDUCTIBLE ABSENCES (DOCKED DAYS)

Requests for unpaid days for reasons other than the above approved leaves will normally not be granted. In unusual or exceptional circumstances, unpaid days for other reasons may be granted at the sole discretion of the Superintendent on a case-by-case basis. The Superintendent's decision is final.

11.11 INSURANCE COVERAGE FOR EMPLOYEES ON UNPAID LEAVE

Except as otherwise provided under this Article, employees who are on unpaid medical leave of absence or suspended contract by reason of Reduction in Force (RIF) may elect to continue coverage under any or all of the group insurances provided to bargaining unit members for the duration of the unpaid medical leave or RIF up to two (2) years by paying the full premium rate. Employees on other unpaid leaves will be eligible to purchase coverage based on COBRA regulations by paying the full premium rate.

**ARTICLE XII. SALARY AND OTHER COMPENSATION**

**12.01 SALARY**

- A. The salary schedule and index are set forth in Exhibits D-1, D-2, D-3 and D-4 attached hereto and incorporated by reference herein.
- B. Newly hired employees shall not receive experience credit on the salary schedule for prior service as an hourly employee, substitute or for employment out of state at the time of their initial hire, except as approved by the Superintendent
- C. Bargaining unit members who qualify for lateral movement on the salary schedule will be entitled to a salary adjustment at the beginning of the first or second semesters. In order to be eligible, members must have their official transcript filed with the Superintendent at least one (1) week prior to the first pay period of each semester.

**12.02 SUPPLEMENTAL SALARY SCHEDULE**

The supplemental salary schedule is set forth in Exhibit E, attached hereto and incorporated by reference herein.

**12.03 LONGEVITY**

Longevity will be paid in accordance with the following schedule:

	<u>08/01/2011</u>
15 years of teaching experience	\$ 1,000.00
17 years of teaching experience	\$ 1,500.00
20 years of teaching experience	\$ 2,000.00
22 years of teaching experience	\$ 2,500.00
24 years of teaching experience	\$ 3,500.00
26 years of teaching experience	\$ 4,000.00
28 years of teaching experience	\$ 4,500.00

**12.04 PAY OPTION**

Teachers may elect to receive their summer pay in a single payment which will be paid the pay period following the last day of the teaching year. This option is limited to the first ten percent (10%) of the bargaining unit members who submit their request in writing to the Treasurer between April 15-May 15. Special hardship cases beyond the ten percent (10%) limit may be granted their summer pay upon approval by the Superintendent.

**12.05 PAYROLL DEDUCTIONS**

- A. The Board shall provide to members of the instructional staff, payroll deductions as stated in the subsections of this Agreement.

B. A form to request such deductions shall be given to all teachers at the beginning of each school year, no later than the first day of instruction for such year. The deadline for the return of these forms to the Treasurer shall be ten (10) days before first pay in October.

1. Dues Deduction:

The Treasurer is authorized to make payroll deductions for the Coventry Education Association, the North Eastern Ohio Education Association, the Ohio Education Association, and the National Education Association. The dues shall be deducted in twenty (20) equal deductions. All such money so deducted shall be remitted monthly to the Treasurer of the CEA accompanied by a list of teachers for whom the deductions are made and the amount for each said teacher.

2. Income Tax and Retirement

a. All teachers shall have automatic payroll deduction of Federal Income Tax contributions in accordance with the procedures established by the Internal Revenue Service (IRS) for each paycheck.

b. All teachers shall have automatic payroll deduction of their contribution to the State Teachers' Retirement System for each paycheck.

3. Annuities Program

a. Annuities programs will be authorized by the Board when the necessary conditions of the annuities fund have been met.

b. Forms to request such payroll deductions shall be provided by the company to the Treasurer.

c. Such deductions shall continue from month to month, year to year until employment terminates or the said teacher gives written notice to the Treasurer requesting such payments to be discontinued.

d. Those interested in starting an annuity program should consult with CEA for information pertaining to their study of different programs available.

4. Credit Union/Savings Accounts

a. The Board shall provide payroll deductions for teachers requesting same day deposits to the Summit Federal Credit Union or financial institution(s) of the employee's choice. Direct, same day deposit to the designated institution(s) may be arranged, if requested.

- b. Credit Union deductions shall be requested through the Credit Union or financial institution or the Treasurer.
  - c. Such deductions shall continue from month to month, year to year, until employment terminates or said teacher gives written notice to the Treasurer requesting such payments to be discontinued.
5. United Fund Pledges:
- Beginning the first pay in January, all employees may have United Fund Pledges deducted from their checks. The amount must be equal to or exceed Twenty Dollars (\$20.00) to qualify for payroll deduction. Deductions will be made over a period of ten (10) pays.
6. City Income Tax Payroll Deduction:
- Payroll deduction for city income tax will be made at a rate set by the employee's municipality and will be deducted from each pay upon written request by the employee. Responsibility for initiating this procedure lies with the employee, with the exception of the mandatory JEDD and New Franklin income taxes.
7. Fund for Children and Public Education Educators' Political Action Committee (FCPE):
- All employees may have FCPE donations deducted monthly from their checks by submitting the appropriate written authorization request to the Treasurer.
8. Effective November 24, 2006, all employees will be paid by direct deposit to a financial institution of their choice, limited to institutions able to receive electronic transfers. Effective November 24, 2006, all direct deposit notifications will be provided by email sent to up to two email addresses. It is the employee's responsibility to maintain a current email address in the Treasurer's Office records.

## 12.06 SEVERANCE PAY

- A. Bargaining unit members of the Coventry Local School District, upon retirement from active service under the provisions of the State Teachers' Retirement System shall receive severance pay equal to one-fourth (1/4) of their accumulated sick leave days, with a maximum of one hundred sixty (160) accumulated sick leave days permitted for this computation plus one-half (1/2) of the excess of two hundred fifteen (215) days of accumulated sick leave not to exceed two hundred eighty-five (285) days of accumulated sick leave. Said payment shall be on an amount equal to the retiree's daily rate of the retiree's last day of active service.

- B. This payment shall be made upon certification of approval of retirement benefits of the State Teachers' Retirement System, provided, however, that the retirement be effected within four (4) years of the last day of active service.
- C. The above payments shall be exempt from deductions except as provided by law.

#### 12.07 STRS "PICK-UP"

- A. For purposes of this Article, total annual salary and salary per pay period for each bargaining unit member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board into two (2) parts: (1) deferred salary and (2) cash salary. A member's deferred salary shall be equal to that percentage of said member'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 an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pick-up" of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the "pick-up" for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under the Agreement, as amended, (including "pick-up" 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 "pick-up." The Board shall report for Federal and Ohio Income Tax purposes as a member's gross income, said member's total annual salary less the amount of the "pick-up." The Board shall report for Municipal Income Tax purposes as a member's gross income, said member's total annual salary including the amount of the "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.
- C. The "pick-up" shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining said salary adjustments to be made due to absence, or for any other similar purpose.

#### 12.08 HIRING RETIRED TEACHERS

When the Board of Education employs a teacher who has previously retired under the provisions of the State Teachers Retirement System (STRS), the following provisions shall apply to the employment of the retired teacher:

- A. During the term of the Agreement, the Board is authorized to fill any bargaining unit vacancy with a previously retired certificated/licensed applicant (i.e., retired from any public school district in Ohio, including Coventry Local School District, under the provisions of STRS) subject to conditions provided below.

- B. For the purposes of salary schedule placement, a previously retired teacher (“PRT”) may be granted up to a maximum of ten (10) years’ service credit upon initial employment.
- C. PRTs will be credited with all earned training/education for purposes of salary schedule placement.
- D. PRTs will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal. For the purpose of the Article, Sections 3319.11 and 3319.111 of the Ohio Revised Code are superseded by this paragraph.
- E. PRTs may be re-employed from year to year under limitations described in Paragraph D. above, with Board approval, but shall not be eligible for continuing contract status. For the purpose of this Article, Section 3319.11 of the Ohio Revised Code is superseded by this paragraph.
- F. PRTs will begin accruing seniority from the date of rehire, but will start at zero years of seniority.
- G. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance pay upon separation from employment.
- H. PRTs shall be eligible to participate in single coverage in the District’s hospitalization, dental or other insurance programs offered to employees, but shall be encouraged to take their insurance through STRS. PRTs are eligible for the insurance waiver provisions of this negotiated agreement, if any exists.
- I. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment, if hired. The PRT must participate in the normal District application procedures. A current employee who retires and intends to return under provisions of this Article must completely fulfill the provisions of his/her last pre-retirement individual contract of employment in order to be considered for additional employment.
- J. PRTs shall be CEA members or Fair Share Fee Payers as provided in the Agreement.
- K. PRTs may not participate in Unpaid Extended Leave or Sabbatical Leave.
- L. PRTs shall be entitled to all other contract benefits available to bargaining unit members unless otherwise limited by specific provisions of this Article.

#### 12.09 MILEAGE

Mileage for teachers who teach in more than one (1) building and/or who drive their personal automobiles on any school business shall be paid and reimbursed on forms agreed to within the Contract and approved by the Superintendent at the IRS allowable rate.

Mileage shall be calculated from the school site and return. Necessary parking fees shall be paid if received. Forms shall be made available to staff in the office of each building.

#### 12.10 RETIREMENT INCENTIVE BONUS

- A. On behalf of bargaining unit members who become first-time eligible for retirement with thirty (30) years of service under STRS guidelines, and who retire during or at the end of the 30<sup>th</sup> year, the Board shall provide a lump sum cash payment or contribution to a 403(b) plan, based on retiree's choice, signed and submitted prior to the official date of the retiree's retirement, as follows:

\$8,000	August 1 <sup>st</sup> of the year of retirement
\$8,000	August 1 <sup>st</sup> of the year following the retirement
\$8,000	August 1 <sup>st</sup> of the second year following retirement

An irrevocable notice of intent to retire must be received by the Board of Education by April 15<sup>th</sup> to retire no later than June 30<sup>th</sup> of the current school year.

403(b) are tax-free contributions on behalf of the employee. Withdrawals from the 403(b) plan are at the discretion of the employee and will become taxable income at the time of withdrawal. Individuals must provide proof from STRS of first-time eligibility. All payments are subject to appropriate tax laws.

### **ARTICLE XIII. INSURANCE**

In order to be eligible for insurance, an employee must be contracted for at least 30 hours per week. Any employee who, as of January 1, 2012, works less than 30 hours per week and participates in insurance benefits, will be maintained in the program(s) at the premium payments listed below.

Coverage Overview: See Plan Booklet for more detailed coverage information.

#### 13.01 Medical

- A. The Board will pay 85% of the premium and the employee will pay 15%.
- B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications.

- C. Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the

Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider – Prescription Drugs

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

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

E. Well Baby Care: \$1,000

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

G. Early Retirement Incentive

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

H. Specifications – PPO:

Maximum Benefits                      Unlimited

Deductible	\$100/individual \$200/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1,000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.  Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative – Routine Pap test, mammogram and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet.

Dependent Coverage – Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification – Under the Pre-Admission Certification/ Concurrent Review Program, the doctor’s recommendation for non-emergency hospitalization is reviewed and “pre-certified” before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after emergency.

### 13.02 Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage based on the employee’s base salary not including extended days, supplemental contracts or other compensation beyond the base salary (including longevity) plus ten thousand (\$10,000) dollars. This amount will be rounded off to the nearest one thousand dollars (\$1,000).

Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements

of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

### 13.03 Dental Insurance

- A. The Board shall provide dental coverage and will pay 85% of the premium and the employee will pay 15%.

#### Plan description (summary only):

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

### 13.04 Section 125-Tax Shelter

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

### 13.05 Vision

- A. The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The Board shall pay 85% of the premium and the employee will pay 15%.

#### Specifications

- 1) Eye examinations – One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.
- 2) Lenses – One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

	<u>Per Lens</u>	<u>Per Pair</u>
Single Vision	\$ 20	\$ 40
Bifocals	\$ 30	\$ 60
Trifocals	\$ 40	\$ 80
Lenticular	\$ 35	\$ 70
Contact lenses (medically necessary)	\$200	\$400

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

- 3) The allowance for medically necessary contact lenses will be paid only if:
  - a) The lenses are necessary following cataract surgery;
  - b) Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
  - c) The lenses are necessary for the treatment of anisometropia or keratoconus.
  
- 4) Frames – One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions:

- 1) Services for which vision care coverage does not provide benefits include:
  - a) Sunglasses, whether or not requiring a prescription
  - b) Drugs or medications
  - c) Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation
  - d) Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate
  - e) Orthoptics or vision training
  - f) Aniseikonic lenses
  - g) Coated lenses
  
- 2) Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
  
- 3) Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

13.06 Employee Assistance Program

The Board shall purchase through an agency selected by the Board an employee assistance program/service for all bargaining unit members. The full cost for the program shall be paid by the Board. The program shall be such that the names of those utilizing the program are kept in confidence by the agency providing the service (i.e., the names shall not be provided to the Board).

13.07 Premium Deductions

Employees may request to have their premium deductions divided into two pays per month by requesting that option in writing to the Treasurer's Office.

**ARTICLE XIV. RESIDENT EDUCATOR**

14.01 DEFINITIONS

- A. Resident Educator Program means a program of support provided by the Coventry Local Schools pursuant to the Resident Educator standards to meet the unique needs of employment under a Classroom Teaching License or an Educational Personnel License upon entry into the profession.
- B. Consulting Teacher/Mentor is a teacher who will provide formative assistance to the Resident Educator.
- C. Resident Educator is a teacher working under the first license issued by the ODE, which defines them as eligible to be a Resident Educator.
- D. Formative Assessment is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.
- E. Resident Educator Program Coordinator

The Resident Educator Program Coordinator, who shall be a member of the bargaining unit, will be assigned by the Superintendent. The Resident Educator Committee will consist of an equal number of Board and Association representatives. The Coordinator shall serve as the Chair of the Committee. The Resident Educator Program Coordinator shall be paid 6% of the base.

14.02 MENTORS

- A. Criteria/Procedures for Selecting and Assigning Consulting Teacher/Mentors
  - 1. Must be willing to devote additional time for consulting and record keeping involved in the program.

2. Must hold a professional license.
3. Must be employed under a Classroom Teaching Certificate/License for assignment to a classroom teacher or specific Educational Personnel Certificate/License similar to that of the Resident Educator unless otherwise agreed to by the Resident Educator.
4. Must have knowledge, skills, attitudes and values deemed essential for becoming an effective Consulting Teacher/Mentor.
5. Must be open to any trained teacher in the bargaining unit. All positions shall be posted so that trained teachers may apply.

B. Selection of Consulting Teachers/Mentors

1. Teachers who want to be mentors shall apply to the Superintendent or designee. A listing of such applicants shall be kept on file in the Superintendent's office.
2. An outline of responsibilities and time commitments will be presented to all individuals who have applied. If they choose to remain as an applicant, they will indicate this in writing to the Superintendent's office.
3. The Resident Educator Coordinator will review and make recommendations on who will serve as consulting teachers/mentors. The Superintendent will make the final decision on the selection of mentors.
4. Mentors must take the state required training in order to be qualified to serve as a mentor.

C. Assignment of Consulting Teachers/Mentors

1. Whenever possible or appropriate, Resident Educators may be assigned a Consulting Teacher/Mentor from one or more of the following areas: the same department, the same grade level, the subject area or from the same building.
2. Resident Educators working as traveling specialists at the Elementary level should be assigned a Consulting Teacher/Mentor in the same subject area, whenever possible of appropriate.
3. If, at any time of professional interaction, the Resident Educator or the Consulting Teacher/Mentor decides the relationship is not working, either may petition the Building Level Administrator for a change in assignment.

#### 14.03 STRUCTURE OF THE RESIDENT EDUCATOR PROGRAM

Each Resident Educator will be assigned a Consulting Teacher/Mentor initially for the period of one (1) school year. Whenever possible, the same mentor shall serve the entire four (4) years as the Mentor for the Resident Educator.

- A. Initial orientation for the Residential Educator will be provided by the Resident Educator Coordinator and the Consulting Teacher/Mentor.
  - 1. Information provided by the Resident Educator Coordinator at a general meeting of all new staff members before school begins includes:
  - 2. Information provided by the Consulting Teacher/Mentor could include, but not limited, to:
    - a. assistance in acquiring knowledge of school curriculum, responsibilities for implementing that curriculum and instructional resources available for such implementation;
    - b. assistance with management tasks for the Resident Educators (i.e., attendance registers, inventory, budgeting, permanent records, etc.);
    - c. assistance in improvement of instructional skills and classroom management through formative assistance.
  - 3. Consulting Teachers/Mentors will be provided the following by the Resident Educator Coordinator:
    - a. orientation to Consulting Teacher/Mentor responsibilities;
    - b. training in knowledge and skills necessary to perform Consulting Teacher/Mentor responsibilities and shall be offered as needed;
    - c. opportunities to consult and otherwise assist assigned Resident Educator on a regular basis.
- B.
  - 1. Both the Consulting Teacher/Mentor and the Resident Educator will keep a journal outlining the dates and times when they consult.
  - 2. The Administration is solely responsible for the decision to reemploy the Resident Educator.
  - 3. The consulting teacher/mentor and the Resident Educator/mentee shall attend any professional growth series designed by the Resident Educator Coordinator and/or Administration.
- C. The Resident Educator Coordinator shall initiate the evaluation of the Resident Educator Program annually.

Program Administrators, Consulting Teachers/Mentors and Resident Educators will be involved in the evaluation of the program.

## **ARTICLE XV. CREDIT FLEXIBILITY**

### **15.01 PURPOSE**

The Coventry Board of Education recognizes that an effective educational program is one that provides opportunities for students to customize aspects of their learning around respective talents, needs and interests. Credit Flexibility is one method used to motivate students and increase student learning through the use of multiple measure of performance.

### **15.02 SCOPE**

Students will have the opportunity to earn high school credit based on the demonstration of subject area competency. Credit Flexibility will allow students to obtain high school credits through various non-traditional means, such as:

- On-line courses (students are responsible for ALL fees associated with online learning)
- Course test out options (students are responsible for ALL testing fees associated with this option)
- Personal Learning Plans such as: independent study, internships, educational travel, community programs (students are responsible for ANY and ALL fees associated with his/her Personalized Learning Plan)

### **15.03 TEACHER OF RECORD (TOR)**

#### **1. Qualifications:**

- a. The teacher of record must be a licensed/certified teacher within the Coventry Local School District.
- b. Normally, the teacher of record should be licensed to teach the course for which flexible credit is sought.

#### **2. Assignment:**

- a. At the beginning of each school year, teachers who are interested in being considered for TOR assignment will submit a written letter of interest to his/her building principal.
- b. When a student submits a request for assistance to develop a Credit Flexibility Plan (CFP) application or submits a formal CFP application, whichever comes first, all teachers who qualify to serve as the TOR shall be considered for the assignment.

- c. Assignments shall be offered on a rotating basis by the building principal.
3. Responsibilities:
- a. Provides students in the CFP application process with curriculum/course of study as needed.
  - b. Provides feedback to students regarding their CFP applications.
  - c. Facilitates and monitors students' progress toward completion of approved CFP and provides periodic feedback.
  - d. Assesses students, determines and assigns grade upon completion of approved CFP.
4. Compensation:
- a. Each semester CFP TORs are required to keep and submit a record of time spent meeting/communicating with their CFP students and/or assessing CFP students applications and progress including travel time when applicable.
  - b. CFP TORs involved in overseeing a student's Personalized Learning Plan (PLP) shall be paid \$150 per student per course or Credit Flex Test-out Plus option shall be paid \$100 per student per course. In order to qualify for compensation, a student must complete the program.

#### 15.04 HIGH SCHOOL CREDIT FLEXIBILITY TEAM

1. Purpose:

The purpose of the credit flexibility team (CFT) is to review and revise the District Credit Flexibility Plan, to review student applications for credit flexibility and to evaluate the program as needed.

2. Composition and Selection:

The CFT shall be composed of six (6) members: Two (2) high school classroom teachers, one (1) high school guidance counselor, two (2) building administrators and one (1) central office administrator. Two (2) classroom teachers and the guidance counselor shall be appointed by the Association President. Administrators shall be appointed by the Superintendent. Vacancies arising during a term shall be filled in the same manner.

3. Training:

CFT members will receive training about the credit flexibility plan.

4. Meetings:

The CFT will determine the frequency of meetings and will further determine when and which CFP TORs will be invited to participate in the meetings. Meetings normally shall occur during the workday.

5. Decision Making:

The CFT will make recommendations to the Superintendent for consideration based on consensus.

**ARTICLE XVI. COMPLAINTS AGAINST BARGAINING UNIT MEMBERS**

- A. All parents registering a complaint regarding a bargaining unit member shall normally be directed to discuss the matter first directly with the bargaining unit member. Bargaining unit members shall be informed of any complaint by a parent that may become a matter of record.
- B. If requested by the complainant or the bargaining unit member, a meeting involving the bargaining unit member, Principal and the complainant will be arranged as soon as practicable to resolve the problem.
- C. If it is not resolved at that level, it may be advanced to Superintendent. or designee.
- D. Anonymous letters or material shall not be placed in a bargaining unit member's personnel file or referenced in any documents contained in the personnel file.
- E. In Step 3 above, a bargaining unit member reserves the right to be accompanied by an attorney appointed by the Association.
- F. These complaint procedures do not apply when confidentiality is required in connection with an imminent or ongoing police investigation.
- G. The bargaining unit member or anyone on his/her behalf shall not retaliate against the student for a complaint.

**ARTICLE XVII. EVALUATION**

17.01 TEACHER EVALUATION PROCEDURE

- A. The evaluation procedure, as outlined below, shall be for the first year of implementation in order to allow for refinement of the procedure, as needed and agreed to by the parties. For the 2013-2014 school years, evaluation ratings shall not be used in any decision concerning the retention, promotion, removal reduction or recall of any teacher with the exception of those teachers on an Improvement Plan for the 2013-2014 school year. In the Spring of 2014, the parties agree to reconvene to make necessary and desired changes to the procedure. Any changes

shall be ratified by the parties. Should the parties fail to reach an agreement, the current procedures shall remain intact. Starting in the 2015-2016 school year, student growth measure data derived from assessments taken in one school year shall be combined with teacher performance ratings that are assigned in the next school year to achieve a summative evaluation rating.

B. The first year the Student Growth Measure impacts a teacher's summative evaluation rating will be in the 2015-2016 school year. The first year of collected data for the evaluation system shall be derived from other student growth measure scores from the ODE approved assessments taken in the 2012-2013 school year following the effective date of this agreement. The first evaluation process shall be completed by May 10<sup>th</sup>.

C. An Evaluation Committee shall be created for the 2013-2014 and 2014-2015 school years as follows:

1. Committee

CEA and the District agree to establish a committee (the "Teacher Evaluation Committee") whose function will be to oversee the implementation of the evaluation system.

2. Membership

The Superintendent will appoint four (4) members, and the CEA President will appoint four (4) members to the Teacher Evaluation Committee. Such appointments will be made on or before September 1, 2013.

3. Chair

The Chairperson position shall rotate between an administrator and a bargaining unit member on an annual basis. The rotation will begin with the 2013-2014 school year, and the position will be held by an administrator.

4. Any teachers currently on an Improvement Plan/Plan of Assistance at the start of the 2013-2014 school year will remain on that plan. Student Growth Measure data will not have an impact on the teacher's evaluation, improvement plan and/or the possibility of non-renewal.

5. Reporting and Communication

The Teacher Evaluation Committee will designate one member to provide a preliminary report to the District and CEA by December 5, 2013, and a final report to the District and CEA by May 30, 2014, that addresses the evaluation procedure implementation and recommendations by the Teacher Evaluation committee for any improvements needed.

D. <u>EVALUATION TIMELINE</u>	<u>NUMBER CLASSROOM OBSERVATION VISITATIONS</u> (minimum)
All teachers except those rated accomplished and maintains a portfolio may be evaluated every other year	2
Teachers being considered for non-renewal	3
Walkthroughs	Two (2) are required; documentation shall be provided within five (5) work days of the walk-through
E. <u>EVALUATION PROCEDURES</u>	
Classroom Observation	Pre-observation profile, at least five (5) work days prior to the observation
Observation	Must be a minimum of thirty (30) minutes
Time Lines	<p>First observation before end of first semester, within ten (10) school days, the observation must be reduced to writing and shared with the teacher in a conference</p> <p>Last observation by May 1<sup>st</sup>, within ten (10) school days, the observation must be reduced to writing and shared with the teacher in a conference</p> <p>Third observation before May 1<sup>st</sup> (if needed)</p> <p>Summative evaluation and conference on or before May 10<sup>th</sup></p>
Evaluator	Observations and evaluations of a bargaining unit member shall normally be completed by an administrator who is OTES trained and is employed by the Coventry Local School District. An OTES trained administrator who is located

on a daily basis in the Coventry Local School District and who is a Summit County ESC employee may conduct teacher observations and evaluations. The Teacher Evaluation Committee shall determine how the Title I Tutors will be evaluated within the framework outlined herein.

Any teacher being considered for non-renewal must be observed three (3) times with the third before May 1<sup>st</sup>, following all of the other timelines and procedures contained herein.

Teachers shall be designated as Accomplished, Skilled, Developing or Ineffective. Summative designations shall be based on two (2) areas: student growth measure (SGM) (50%) and teacher performance (50%), as attached. At the local level, teachers will not be held accountable for SGM results during the 2013-2014 and 2014-2015 school years. Teacher ratings will be reported to the state by groups, not individuals.

Teacher performance is based on the rubric contained in the Teacher Evaluation Handbook.

The Evaluation Committee shall develop forms that shall be incorporated by reference into this contract and will not be changed without mutual agreement.

A teacher may have a CEA representative present at any conferences or meetings in this procedure.

#### F. PROFESSIONAL GROWTH PLANS

After the evaluation has been completed, teachers with above expected levels of student growth shall develop a professional growth plan and may choose their

evaluator for the evaluation cycle for a list of available evaluators as determined by the Administration, in compliance with this Agreement.

Teachers with expected level of student growth shall develop a professional growth plan collaboratively with their evaluator and shall have input into who will evaluate them.

Any teacher not on an Improvement Plan must complete a Professional Growth Plan at the beginning of each school year.

G. IMPROVEMENT PLANS

Teachers with below expected levels of student growth must comply with an improvement plan developed by their evaluator in consultation with the teacher.

1. Improvement Plans are developed for a teacher by the evaluator in response to an “ineffective” rating in performance, student growth and/or summative evaluation.
2. An Improvement Plan may be initiated at any time during the evaluation cycle by the evaluator based on deficiencies in performance as documented by evidence collected by the evaluator. If corrective actions are not made within the time specified in the Improvement Plan, a recommendation may be made for dismissal or to continue on the plan.
3. The evaluator, with input from the teacher, will formulate the improvement plan.

The improvement plan, as outlined in this document, details:

- a. Specific performance expectations, resources and assistance to be provided.
  - b. The desired level of performance (specifics in writing) that is expected to improve and a reasonable period of time to correct the deficiencies.
  - c. Timelines for completion of the plan.
  - d. If additional education or professional development is needed to improve in the identified area(s).
4. The teacher shall provide evidence of progress as the improvement plan is implemented and/or at the completion of the plan, as appropriate.
  5. Not later than May 10<sup>th</sup> of the school year, the evaluator of record will complete a final evaluation report, and meet with and provide a copy of it to the teacher. If the final report indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the

improvement plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.

6. No observation or evaluation shall be recorded either visually or aurally by electronic devices.

H. MENTOR/COACH FOR TEACHERS ON AN IMPROVEMENT PLAN

1. The district may provide, at the discretion of the administrator and/or at the request of the teacher, teachers under an improvement plan with a coach who is not the credentialed evaluator. The coach will be provided release time to allow for meetings and/or observations with the teacher.
2. Role of Coach
  - a. The coach must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
  - b. The coach does not have a formal evaluation role. The coach's role is to support the growth of the educator as an instructional coach through formative assessment tools.
3. Involvement of the Mentor
  - a. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
  - b. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
  - c. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.
  - d. All interaction, written or oral, between the mentor teacher and the teacher shall be confidential. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his/her role as mentor teacher.

**ARTICLE XVIII. AMENDMENT PROCEDURE**

- 18.01 This Contract represents the entire agreement between the Board and the Association and supersedes and cancels all previous agreements between the parties, whether written or verbal or based on past practice. This Agreement represents a completion of negotiations

on all bargainable issues for the duration of the Agreement and may be added to, deleted from, or otherwise changed only by mutual agreement of the parties through an amendment properly signed and ratified by each party.

18.02 The Board shall change its personnel policies and practices as may be necessary in order to give full force and effect to this Contract. Should there be a conflict between this Contract and any such policy or practice, then the terms of this Contract shall prevail.

#### ARTICLE XIX. FINANCIAL DISCUSSIONS

For each fiscal year during this agreement, the Treasurer shall review the anticipated expenditures under the agreement and the expected revenues. If the Treasurer cannot certify that the Board has adequate funds to satisfy the requirements of this agreement for a fiscal year, the Board and the Association shall open discussions in an effort to develop a means by which the Treasurer can certify the availability of resources for the fiscal year.

#### ARTICLE XX. DURATION

The term of this Agreement shall be from June 29, 2013, through July 31, 2016, and at its expiration will automatically extend for another year from August 1, 2016 to July 31, 2017.

COVENTRY LOCAL SCHOOL DISTRICT

By: David Andrews

Date: NOVEMBER 20, 2013

COVENTRY EDUCATION ASSOCIATION

By: Renee Burkhardt

Date: 11-20-2013

**GRIEVANCE PROCEDURE FORM**

Aggrieved Person, Persons, and/or CEA \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

School \_\_\_\_\_ Principal \_\_\_\_\_

Date Grievance Occurred \_\_\_\_\_ Date of Formal Filing \_\_\_\_\_

Person or Persons to Whom Grievance is Directed \_\_\_\_\_

Initiated on Level \_\_\_\_\_

Statement of Grievance:

What part of the definition of grievance is violated? Set forth the specific language and specific source violated.

Action Requested:

Have you discussed this with your Principal? Yes \_\_\_\_\_ No \_\_\_\_\_

If YES, what action has been taken so far?

\_\_\_\_\_  
Grievant

**GRIEVANCE DECISIONS**

LEVEL II (Formal) Decision

---

---

---

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Administrative Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant and/or Association Representative

LEVEL III (Formal) Decision

---

---

---

---

---

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Administrative Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant and/or Association Representative

LEVEL IV (Formal) Decision

---

---

---

---

---

---

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Administrative Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant and/or Association Representative

# Teacher Performance Rubric

Coventry Local School District

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best overall description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

**Teacher Performance Evaluation Rubric**

INSTRUCTIONAL PLANNING				
	Ineffective	Developing	Skilled	Accomplished
<p><b>FOCUS FOR LEARNING</b> (Standard 4: Instruction)</p>	<p>The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.</p>	<p>The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.</p>	<p>The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.</p>	<p>The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.</p>
<p><u>Sources &amp; Examples of Evidence:</u></p> <ul style="list-style-type: none"> <li>• Pre-Conference Profile/Meeting</li> <li>• Lesson Plans</li> <li>• Observation</li> <li>• Walk-throughs</li> </ul>				

09

**Teacher Performance Evaluation Rubric**

INSTRUCTIONAL PLANNING				
	Ineffective	Developing	Skilled	Accomplished
<p><b>ASSESSMENT DATA</b> (Standard 3: Assessment)</p>	<p>The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.</p> <p>The teacher does not use or only uses one measure of student performance.</p>	<p>The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.</p> <p>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.</p>	<p>The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.</p> <p>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.</p>	<p>The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.</p> <p>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.</p>
<p><u>Sources &amp; Examples of Evidence:</u></p> <ul style="list-style-type: none"> <li>• Pre-Conference Profile/Meeting</li> <li>• Lesson Plans</li> <li>• Observation</li> <li>• Walk-throughs</li> </ul>				

**Teacher Performance Evaluation Rubric**

INSTRUCTIONAL PLANNING				
	Ineffective	Developing	Skilled	Accomplished
<p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b></p> <p>(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p>	<p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p>	<p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p>	<p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p>	<p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p>
<p><u>Sources &amp; Examples of Evidence:</u></p> <ul style="list-style-type: none"> <li>• Pre-Conference Profile/Meeting</li> <li>• Lesson Plans</li> <li>• Observation</li> <li>• Walk-throughs</li> </ul>				

**Teacher Performance Evaluation Rubric**

INSTRUCTIONAL PLANNING				
	Ineffective	Developing	Skilled	Accomplished
<b>KNOWLEDGE OF STUDENTS</b> (Standard 1: Students)	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.	The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.
	The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.	The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.	The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.  The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.
<b>Sources &amp; Examples of Evidence:</b> <ul style="list-style-type: none"> <li>• Pre-Conference Profile/Meeting</li> <li>• Lesson Plans</li> <li>• Observation</li> <li>• Walk-throughs</li> <li>• TBT Meeting Participation</li> </ul>				

63

**Teacher Performance Evaluation Rubric**

INSTRUCTION AND ASSESSMENT				
	Ineffective	Developing	Skilled	Accomplished
<b>LESSON DELIVERY</b> (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication)	A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.	Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.	Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.
	The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.	The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.	The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.	The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.
<b>Sources &amp; Examples of Evidence:</b> <ul style="list-style-type: none"> <li>• Observations</li> <li>• Walk-throughs</li> </ul>				

64

**Teacher Performance Evaluation Rubric**

INSTRUCTION AND ASSESSMENT				
	Ineffective	Developing	Skilled	Accomplished
<p><b>DIFFERENTIATION</b> (Standard 1: Students; Standard 4: Instruction)</p>	<p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>	<p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>	<p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group..</p>	<p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom . The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>
<p><b>Sources &amp; Examples of Evidence:</b></p> <ul style="list-style-type: none"> <li>• Pre Conference Profile/Meeting</li> <li>• Observations</li> <li>• Walk-throughs</li> </ul>				

65

**Teacher Performance Evaluation Rubric**

INSTRUCTION AND ASSESSMENT				
	Ineffective	Developing	Skilled	Accomplished
<p><b>RESOURCES</b> (Standard 2: Content; Standard 4: Instruction)</p>	<p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p>	<p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p>	<p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p>	<p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p>
<p><b>Sources &amp; Examples of Evidence:</b></p> <ul style="list-style-type: none"> <li>• Pre Conference Profile/Meeting</li> <li>• Observations</li> <li>• Walk-throughs</li> </ul>				

**Teacher Performance Evaluation Rubric**

INSTRUCTION AND ASSESSMENT				
	Ineffective	Developing	Skilled	Accomplished
<p><b>CLASSROOM ENVIRONMENT</b>  (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students' questions or comments but does not inquire about their overall well-being.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p>
	<p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p>	<p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p>	<p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p>	<p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p>
	<p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p>	<p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p>	<p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p>	<p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p>
	<p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p>	<p>The teacher welcomes communication from families and replies in a timely manner.</p>	<p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p>	<p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p>
<p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>	

67

**Teacher Performance Evaluation Rubric**

INSTRUCTION AND ASSESSMENT				
	Ineffective	Developing	Skilled	Accomplished
<p><u>Sources &amp; Examples of Evidence:</u></p> <ul style="list-style-type: none"> <li>• Pre Conference Profile/Meeting</li> <li>• Observations</li> <li>• Walk-throughs</li> </ul>			<p>RAPPORT:</p> <p>ROUTINES:</p> <p>TRANSISTIONS:</p> <p>COMMUNICATION:</p> <p>CLASSROOM MANAGEMENT:</p>	

**Teacher Performance Evaluation Rubric**

INSTRUCTION AND ASSESSMENT				
	Ineffective	Developing	Skilled	Accomplished
<p><b>ASSESSMENT OF STUDENT LEARNING</b> (Standard 3: Assessment)</p>	<p>The teacher does not routinely use assessments to measure student mastery.</p>	<p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p>	<p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p>
	<p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p>	<p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p>	<p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p>	<p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p>
	<p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p>	<p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p>	<p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p>	<p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p>

**Teacher Performance Evaluation Rubric**

INSTRUCTION AND ASSESSMENT				
	Ineffective	Developing	Skilled	Accomplished
<p><b>Sources &amp; Examples of Evidence:</b></p> <ul style="list-style-type: none"> <li>• Pre Conference Profile/Meeting</li> <li>• Observations</li> <li>• Walk-throughs</li> <li>• Post Conference</li> </ul>				

**Teacher Performance Evaluation Rubric**

INSTRUCTION AND ASSESSMENT				
	Ineffective	Developing	Skilled	Accomplished
<b>PROFESSIONAL RESPONSIBILITIES</b> (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.	The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.	The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.
	The teacher fails to understand and follow regulations, policies, and agreements.  The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher understands and follows district policies and state and federal regulations at a minimal level.  The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.  The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.  The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.
<b>Sources &amp; Examples of Evidence:</b> <ul style="list-style-type: none"> <li>• Pre Conference Profile/Meeting</li> <li>• Observations</li> <li>• Walk-throughs</li> <li>• Post Conference</li> <li>• PD Plan</li> <li>• Improvement Plan</li> <li>• Daily Interactions with others</li> </ul>			COMMUNICATION:   RESPONSIBILITIES:	

71

Name \_\_\_\_\_

Date \_\_\_\_\_

### Self-Assessment Summary Tool

**Directions:** Teachers should indicate at least one strength and at least one area for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. One priority should be selected based on Student Growth Measure data and one priority should be selected based on the Teacher Performance. These two identified priorities should be used as part of the teacher's Professional Growth Plan or Improvement Plan.

Standard		Strengths	Areas for Growth	Priorities (Choose 2)
Standard 1: Students	<ul style="list-style-type: none"> <li>• Knowledge of how students learn and of student development</li> <li>• Understanding of what students know and are able to do</li> <li>• High expectations for all students</li> <li>• Respect for all students</li> <li>• Identification, instruction and intervention for special populations</li> </ul>			
Standard 2: Content	<ul style="list-style-type: none"> <li>• Knowledge of content</li> <li>• Use of content- specific instructional strategies to teach concepts and skills</li> <li>• Knowledge of school and district curriculum priorities and Ohio academic content standards</li> <li>• Relationship of knowledge within the discipline to other content areas</li> <li>• Connection of content to life experiences and career opportunities</li> </ul>			
Standard 3: Assessment	<ul style="list-style-type: none"> <li>• Knowledge of assessment types</li> <li>• Use of varied diagnostic, formative and summative assessments</li> <li>• Analysis of data to monitor student progress and to plan, differentiate, and modify instruction</li> <li>• Communication of results</li> <li>• Inclusion of student self-assessment and goal-setting</li> </ul>			
Standard 4: Instruction	<ul style="list-style-type: none"> <li>• Alignment to school and district priorities and Ohio academic content standards</li> <li>• Use of student information to plan and deliver instruction</li> <li>• Communication of clear learning goals</li> <li>• Application of knowledge of how students learn to instructional design and delivery</li> <li>• Differentiation of instruction to support learning needs of all students</li> <li>• Use of activities to promote independence and problem-solving</li> <li>• Use of varied resources to support learner needs</li> </ul>			
Standard 5: Learning Environment	<ul style="list-style-type: none"> <li>• Fair and equitable treatment of all students</li> <li>• Creation of a safe learning environment</li> <li>• Use of strategies to motivate students to work productively and assume responsibility for learning</li> <li>• Creation of learning situations for independent and collaborative work</li> <li>• Maintenance an environment that is conducive to learning for all students</li> </ul>			
Standard 6: Collaboration & Communication	<ul style="list-style-type: none"> <li>• Clear and effective communication</li> <li>• Shared responsibility with parents/caregivers to support student learning</li> <li>• Collaboration with other teachers, administrators, school and district staff</li> <li>• Collaboration with local community agencies</li> </ul>			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> <li>• Understanding of and adherence to professional ethics, policies and legal codes</li> <li>• Engagement in continuous, purposeful professional development</li> <li>• Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement</li> </ul>			

## Pre-Conference Profile

The Pre-Conference Profile form is an opportunity for the teacher to share relevant information regarding classroom procedures, students, and learning goals prior to the formal observation. Although this form is not required, it is highly recommended. The Pre-Conference Profile form needs to be completed at least 5 days prior to the formal observation

Date of Observation:	Period/Class to be Observed:
----------------------	------------------------------

### Assessment Data

How do you use assessment data to plan/guide your instruction?	
--	--

### Prior Content Knowledge

What prior knowledge do the students need in order to be successful in this lesson?	
---	--

### Classroom Environment

How does your classroom environment support all students? (e.g., Classroom setup, seating arrangements, routines/procedures, etc.)	
--	--

### Professional Responsibilities (Collaboration and Communication)

How do you effectively communicate with others?	
---	--

How do you approach conflict or problems in the workplace?	
--	--

What is your communication style with students, families, and/or colleagues?	
--	--

How do you effectively work with colleagues to examine problems of practice, analyze student work and identify targeted strategies?	
---	--

### Professional Responsibilities (Professional Growth)

How do you set short- and long-term professional goals and take action to meet these goals and take action to meet these goals?	
---	--

How do you incorporate strategies learned through professional development into your classroom?	
---	--

Please provide any additional information you would like your evaluator to know.
--

**Coventry Local Schools  
Walk-Through Observation Form**

Teacher: \_\_\_\_\_ Grade/Subject: \_\_\_\_\_ Date: \_\_\_\_\_ Time In: \_\_\_\_\_ Time Out: \_\_\_\_\_

<p><b>Physical Setting:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Student work displayed</li> <li><input type="checkbox"/> Print rich environment</li> <li><input type="checkbox"/> Availability of manipulatives</li> <li><input type="checkbox"/> Furniture allows for grouping</li> <li><input type="checkbox"/> Adequate space for activities</li> <li><input type="checkbox"/> Technology readily available</li> <li><input type="checkbox"/> Room clean and neat</li> <li><input type="checkbox"/> Rules/Safety procedures posted</li> <li><input type="checkbox"/> Exemplars displayed</li> <li><input type="checkbox"/> Classroom environment is safe and conducive to learning</li> </ul>	<p><b>Activities in Progress:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Lecture</li> <li><input type="checkbox"/> Teacher demonstration</li> <li><input type="checkbox"/> Teacher/Student discussion</li> <li><input type="checkbox"/> Student/Student discussion</li> <li><input type="checkbox"/> Students using technology</li> <li><input type="checkbox"/> Silent reading</li> <li><input type="checkbox"/> Teacher conferencing with students</li> <li><input type="checkbox"/> Independent seat work</li> <li><input type="checkbox"/> Uses community resources/volunteers</li> </ul>	<p><b>Best Practices: Marzano's Nine + 1</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Identifying Similarities and Differences</li> <li><input type="checkbox"/> Summarizing and Note Taking</li> <li><input type="checkbox"/> Reinforcing Effort and Providing Recognition</li> <li><input type="checkbox"/> Appropriate Homework and Practice</li> <li><input type="checkbox"/> Nonlinguistic Representations</li> <li><input type="checkbox"/> Cooperative Learning</li> <li><input type="checkbox"/> Setting Objectives and Providing Feedback</li> <li><input type="checkbox"/> Generating and Testing Hypotheses</li> <li><input type="checkbox"/> Cues, Question, and Advanced Organizers</li> <li><input type="checkbox"/> Building Vocabulary</li> </ul>
<p><b>Curriculum:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Curriculum Standard(s) posted</li> <li><input type="checkbox"/> Current lesson reflects standards (curriculum alignment, core content, program of studies)</li> <li><input type="checkbox"/> Teacher connects lesson to real-life applications</li> <li><input type="checkbox"/> Curricular materials appropriate and available for differentiation</li> <li><input type="checkbox"/> Resources aligned to instructional purposes</li> <li><input type="checkbox"/> Content presented is accurate and grade appropriate</li> </ul>	<p><b>Assessment of Learning:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Feedback - Provides clear, substantive, timely, and specific feedback</li> <li><input type="checkbox"/> Checks for understanding and adjusts instruction accordingly</li> <li><input type="checkbox"/> Content Clarification - Responds to misunderstandings by providing additional clarification</li> <li><input type="checkbox"/> Critical Thinking - Implements higher-level questioning</li> <li><input type="checkbox"/> Student Reflection - Encourages students to self-reflect</li> <li><input type="checkbox"/> Multiple assessment tools – differentiated/variety</li> <li><input type="checkbox"/> Evidence of both formative and summative assessment tools</li> </ul>	
<p><b>Instruction:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Learning outcomes/goals are clearly communicated to students</li> <li><input type="checkbox"/> Students actively involved</li> <li><input type="checkbox"/> Communicates <i>WHAT</i> is being taught</li> <li><input type="checkbox"/> Communicates <i>WHY</i> concepts are being taught</li> <li><input type="checkbox"/> Lesson content is linked to previous and future learning</li> <li><input type="checkbox"/> Addresses multiple learning styles</li> <li><input type="checkbox"/> Provides for student choice</li> <li><input type="checkbox"/> Instructional time is used effectively</li> <li><input type="checkbox"/> Team Teaching Strategies are used (if applicable)</li> <li><input type="checkbox"/> Differentiation – Varied instructional tools and strategies reflect student needs and learning objectives</li> <li><input type="checkbox"/> Instruction is developmentally appropriate</li> </ul>	<p><b>Culture:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Maintains high expectations for all students</li> <li><input type="checkbox"/> Teacher exhibits positive rapport/attitude toward students</li> <li><input type="checkbox"/> Students exhibit a sense of comfort and respect for one another</li> <li><input type="checkbox"/> Students assume age-appropriate responsibility in the classroom</li> <li><input type="checkbox"/> Clear expectations of student behavior are evident</li> <li><input type="checkbox"/> Routines support learning goals and activities</li> </ul> <p><b>Notes:</b></p>	

Evaluator's Initials: \_\_\_\_\_

**The Coventry Teacher Evaluation System**

**Summative Rating Report**

**Final Summative Rating of Teacher Effectiveness**

<b>Observation Results</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
Observation #1 Rating				
Observation #2 Rating				
<i>Walk-through evidence was collected and supports cumulative performance rating.</i>				
<b>Performance Rating (50%)</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
Cumulative Performance Rating				
Key Areas of Reinforcement/Refinement:				
<b>Student Growth Measure Rating (50%)</b>	<b>Below Expected Growth</b>	<b>Expected Growth</b>	<b>Above Expected Growth</b>	
Student Growth Measure of Effectiveness				
Key Areas of Reinforcement/Refinement:				
	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
Final Summative Rating				

Check here if Improvement Plan has been recommended. \_\_\_\_\_

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

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

Evaluator Signature: \_\_\_\_\_

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

## Teacher Observation - Post-Conference Report

### ***Reinforcement***

Reinforcement Area(s):

Evidence:

### ***Refinement***

Refinement Area(s):

Evidence:

Recommendations:

**EXHIBIT C**

<b>Performance Rating</b>	<b>Ineffective</b>	<b>Developing</b>	<b>Skilled</b>	<b>Accomplished</b>
<b>Observation</b>				

\_\_\_\_\_ **Check here if Observation results initiated an Improvement Plan**

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

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Teacher Comments:

## Professional Growth Plan

In order to complete this growth plan you will select one priority standard focusing on student growth and one priority standard focusing on teacher performance. Once your priorities are established, you will write one SMART goal for each standard you have chosen. Finally, you will outline the evidence that will demonstrate the achievement of the goals. Use the tabs on the left to navigate through each component of the professional growth plan.

<b>Section 1: Student Growth</b>	<p><b>Select one priority standard to impact student growth.</b></p> <p>Standard 1: Students                  Standard 2: Content                  Standard 3: Assessment                  Standard 4: Instruction                  Standard 5: Learning Environment                  Standard 6: Collaboration and Communication                  Standard 7: Professional Responsibility and Growth</p>	
	<p><b>Smart Goal:</b></p> <p>A SMART goal contains the following components:</p> <ul style="list-style-type: none"> <li>• S – Specific, M – Measurable, A – Achievable, R – Relevant, T – Timely</li> </ul> <p><u>Example:</u>  <b>SMART</b> "Produce and distribute personalized welcome letters, error free, to all new students in our department by 9-26-07."                  Not SMART "Send out welcome letters to our new students."</p>	
	<p><b>SMART Goal 1:</b></p>          	<p><b>Evidence:</b></p>          

**Professional Growth Plan**

<p><b>Section 2: Teacher Performance</b></p>	<p><b>Select one priority standard to impact teacher.</b>                  Standard 1: Students                  Standard 2: Content                  Standard 3: Assessment                  Standard 4: Instruction                  Standard 5: Learning Environment                  Standard 6: Collaboration and Communication                  Standard 7: Professional Responsibility and Growth</p>	
	<p><b>Smart Goal:</b>                  A SMART goal contains the following components:  <ul style="list-style-type: none"> <li>• S – Specific, M – Measurable, A – Achievable, R – Relevant, T – Timely</li> </ul>                 Example:  <b>SMART</b> “Produce and distribute personalized welcome letters, error free, to all new students in our department by 9-26-07.”                  Not SMART “Send out welcome letters to our new students.”</p>	
	<p><b>SMART Goal 1:</b></p>	<p><b>Evidence:</b></p>
<p><b>Section 3: Areas of Support</b></p>	<p>List any areas where you would like additional support and/or professional development:</p>	

## Improvement Plan

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall Ineffective rating or an Ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support.

## Student Growth

**Select one standard that will be addressed in the improvement plan related to Student Growth.**

Standard 1: Students

Standard 2: Content

Standard 3: Assessment

Standard 4: Instruction

Standard 5: Learning Environment

Standard 6: Collaboration and Communication

Standard 7: Professional Responsibility and Growth

**List specific areas for improvement as related to the chosen standard above.**

**List specific, measurable goals to improve performance. Be sure to include a timeline for each goal, as well as a description of what successful improvement targets will look like.**

**Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.**

**Describe in detail specific supports that will be provided to the teacher as well as opportunities for professional development.**

## **Teacher Performance**

**Select one standard that will be addressed in the improvement plan related to Teacher Performance.**

Standard 1: Students

Standard 2: Content

Standard 3: Assessment

Standard 4: Instruction

Standard 5: Learning Environment

Standard 6: Collaboration and Communication

Standard 7: Professional Responsibility and Growth

**List specific areas for improvement as related to the chosen standard above.**

**List specific, measurable goals to improve performance. Be sure to include a timeline for each goal, as well as a description of what successful improvement targets will look like.**

**Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.**

**Describe in detail specific supports that will be provided to the teacher as well as opportunities for professional development.**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Coventry Index**

<u>YEARS</u>	<u>BA</u>	<u>BA + 18</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 12</u>	<u>MA + 24</u>	<u>PhD/EdD</u>
STEP 0	1.0000	1.0200	1.0400	1.0800	1.1000	1.1200	1.1600
STEP 1	1.0500	1.0700	1.0900	1.1350	1.1550	1.1750	1.2150
STEP 2	1.1000	1.1200	1.1400	1.1900	1.2100	1.2300	1.2700
STEP 3	1.1500	1.1700	1.1900	1.2450	1.2650	1.2850	1.3250
STEP 4	1.2000	1.2200	1.2400	1.3000	1.3200	1.3400	1.3800
STEP 5	1.2600	1.2800	1.3300	1.3550	1.3750	1.3950	1.4350
STEP 6	1.3000	1.3200	1.3700	1.4100	1.4300	1.4500	1.4900
STEP 7	1.3500	1.3700	1.4300	1.4650	1.4850	1.5050	1.5450
STEP 8	1.4000	1.4200	1.4700	1.5200	1.5400	1.5600	1.6000
STEP 9	1.4500	1.4700	1.5200	1.5800	1.5950	1.6150	1.6550
STEP 10	1.5000	1.5200	1.5800	1.6450	1.6600	1.6800	1.7200
STEP 11	1.5500	1.5700	1.6400	1.7100	1.7250	1.7450	1.7850
STEP 12	1.6000	1.6200	1.7000	1.7750	1.7900	1.8100	1.8500
STEP 13	1.6600	1.6800	1.7600	1.8400	1.8550	1.8750	1.9150
STEP 14	1.7000	1.7200	1.8200	1.9050	1.9200	1.9400	1.9800

Coventry CEA  
Salary Schedule  
Effective August 1, 2013 & August 1, 2014  
Base: \$33,634

YEARS	BA	BA + 18	BA + 30	MA	MA + 12	MA + 24	PhD/EdD
STEP 0	33,634	34,307	34,979	36,325	36,997	37,670	39,015
STEP 1	35,316	35,988	36,661	38,175	38,847	39,520	40,865
STEP 2	36,997	37,670	38,343	40,024	40,697	41,370	42,715
STEP 3	38,679	39,352	40,024	41,874	42,547	43,220	44,565
STEP 4	40,361	41,033	41,706	43,724	44,397	45,070	46,415
STEP 5	42,379	43,052	44,733	45,574	46,247	46,919	48,265
STEP 6	43,724	44,397	46,079	47,424	48,097	48,769	50,115
STEP 7	45,406	46,079	48,097	49,274	49,946	50,619	51,965
STEP 8	47,088	47,760	49,442	51,124	51,796	52,469	53,814
STEP 9	48,769	49,442	51,124	53,142	53,646	54,319	55,664
STEP 10	50,451	51,124	53,142	55,328	55,832	56,505	57,850
STEP 11	52,133	52,805	55,160	57,514	58,019	58,691	60,037
STEP 12	53,814	54,487	57,178	59,700	60,205	60,878	62,223
STEP 13	55,832	56,505	59,196	61,887	62,391	63,064	64,409
STEP 14	57,178	57,850	61,214	64,073	64,577	65,250	66,595

1% bonus on each teacher's salary to be paid in a lump sum by separate check on 3/21/14; no step movement in 2013-2014

2% bonus on each teacher's salary to be paid in a lump sum by separate check on the Friday before spring break, 2015; move 1 step in 2014-2015

Coventry CEA  
Salary Schedule  
Effective August 1, 2015  
Base: \$33,970

YEARS	BA	BA + 18	BA + 30	MA	MA + 12	MA + 24	PhD/EdD
STEP 0	33,970	34,649	35,329	36,688	37,367	38,046	39,405
STEP 1	35,669	36,348	37,027	38,556	39,235	39,915	41,274
STEP 2	37,367	38,046	38,726	40,424	41,104	41,783	43,142
STEP 3	39,066	39,745	40,424	42,293	42,972	43,651	45,010
STEP 4	40,764	41,443	42,123	44,161	44,840	45,520	46,879
STEP 5	42,802	43,482	45,180	46,029	46,709	47,388	48,747
STEP 6	44,161	44,840	46,539	47,898	48,577	49,257	50,615
STEP 7	45,860	46,539	48,577	49,766	50,106	51,125	52,484
STEP 8	47,558	48,237	49,936	51,634	52,314	52,993	54,352
STEP 9	49,257	49,936	51,634	53,673	54,182	54,862	56,220
STEP 10	50,955	51,634	53,673	55,881	56,390	57,070	58,428
STEP 11	52,654	53,333	55,711	58,089	58,598	59,278	60,636
STEP 12	54,352	55,031	57,749	60,297	60,806	61,486	62,845
STEP 13	56,390	57,070	59,787	62,505	63,014	63,694	65,053
STEP 14	57,749	58,428	61,825	64,713	65,222	65,902	67,261

Every teacher shall move one and one-half (1-1/2) steps August 1, 2015.

**Coventry CEA  
Salary Schedule  
Effective August 1, 2016  
Base: \$34,310**

<b>YEARS</b>	<b>BA</b>	<b>BA + 18</b>	<b>BA + 30</b>	<b>MA</b>	<b>MA + 12</b>	<b>MA + 24</b>	<b>PhD/EdD</b>
STEP 0	34,310	34,996	35,682	37,055	37,741	38,427	39,800
STEP 1	36,026	36,712	37,398	38,942	39,628	40,314	41,687
STEP 2	37,741	38,427	39,113	40,829	41,515	42,201	43,574
STEP 3	39,457	40,143	40,829	42,716	43,402	44,088	45,461
STEP 4	41,172	41,858	42,544	44,603	45,289	45,975	47,348
STEP 5	43,231	43,917	45,632	46,490	47,176	47,862	49,235
STEP 6	44,603	45,289	47,005	48,377	49,063	49,750	51,122
STEP 7	46,319	47,005	49,063	50,264	50,607	51,637	53,009
STEP 8	48,034	48,720	50,436	52,151	52,837	53,524	54,896
STEP 9	49,750	50,436	52,151	54,210	54,724	55,411	56,783
STEP 10	51,465	52,151	54,210	56,440	56,955	57,641	59,013
STEP 11	53,181	53,867	56,268	58,670	59,185	59,871	61,243
STEP 12	54,896	55,582	58,327	60,900	61,415	62,101	63,474
STEP 13	56,955	57,641	60,386	63,130	63,645	64,331	65,704
STEP 14	58,327	59,013	62,444	65,361	65,875	66,561	67,934

Every teacher shall move one and one-half (1-1/2) steps on August 1, 2016.

**SUPPLEMENTAL COMPENSATION**

The supplemental compensation shall be according to the following, with percentages being based on the base salary schedule figure in effect on August 1<sup>st</sup> of each year.

Teachers in the Coventry Local School District will be given first consideration for filling supplemental positions.

**A. ATHLETICS**

Assistant to High School A.D.	\$5,000
Middle School Assistant Athletic Director	3%
Game Ticket Manager	\$1,500

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
	(%)	(%)	(%)
<b><u>HIGH SCHOOL</u></b>			
<b><u>Head Coaches</u></b>			
Bowling	5.5	6	6.5
Football	16	17	18
Weight Room Supervisor	6.5	7.5	8.5
9 <sup>th</sup> Grade Football	8.5	9	9.5
Basketball (Girls and/or Boys)	16	17	18
9th Basketball (Girls and/or Boys)	8.5	9	9.5
Wrestling	13	14	15
Volleyball	11	12	13
9th Volleyball	6.5	7	7.5
Soccer (Girls and/or Boys)	10	11	12
Track (Girls and/or Boys)	10	11	12
Softball	10	11	12
Baseball	10	11	12
Swimming	10	11	12
Golf (Girls and/or Boys)	5.5	6	6.5
Tennis (Girls and/or Boys)	5.5	6	6.5
Cross Country (Girls and/or Boys)	5.5	6	6.5
Basketball Cheerleading	4.5	5	5.5
Football Cheerleading	3.5	4	4.5
<b><u>Assistant Coaches</u></b>			
4 - Football	10	11	12
1 - 9th Football	6.5	7	7.5
2 - Boys Basketball	10	11	12
2 - Girls Basketball	10	11	12
1 - Volleyball	7.5	8	8.5
3 - Wrestling	7.5	8	8.5
1 - Swimming	6.5	7	7.5
1 - Girls Soccer	5.5	6	6.5
1 - Boys Soccer	5.5	6	6.5

	(%)	(%)	(%)
<b><u>Assistant Coaches</u></b>			
2 - Baseball	5.5	6	6.5
2 – Softball	5.5	6	6.5
<b><u>Assistant Coaches (cont.d)</u></b>	<b><u>Step 1</u></b>	<b><u>Step 2</u></b>	<b><u>Step 3</u></b>
1 - Girls Track	5.5	6	6.5
1 - Boys Track	5.5	6	6.5
1 – Football Cheerleaders	3.5	4	4.5
1 – Basketball Cheerleaders	4.5	5	5.5

**MIDDLE SCHOOL**

**HEAD COACHES**

8th Football	7.5	8	8.5
7th Football	5.5	6	6.5
8th Basketball (Girls and/or Boys)	7.5	8	8.5
7th Basketball (Girls and/or Boys)	7.5	8	8.5
7 <sup>th</sup> Volleyball	5.5	6	6.5
8 <sup>th</sup> Volleyball	5.5	6	6.5
7th/8th Wrestling	7.5	8	8.5
Track (Girls or Boys)	4.5	5	5.5
7 <sup>th</sup> & 8 <sup>th</sup> Cheerleaders	4.5	5	5.5
Cross Country	3	3.5	4

**Assistant Coaches**

1 - 8th Football	5.5	6	6.5
1 - 7th/8th Wrestling	3.5	4	4.5
1 - 7th/8th Volleyball	3.5	4	4.5

1. Initial placement for any athletic position will begin at Step 1 on the supplemental schedule. At the discretion of the Athletic Director and the Superintendent, new Head Coaches may be placed at higher steps on the supplemental schedule based on past experience in their sport.
2. Placement on Step 2 requires at least two (2) years of consecutive coaching experience in that sport in the Coventry Local School District.
3. Placement on Step 3 requires at least four (4) years of consecutive coaching experience in that sport in the Coventry Local School District.

**ATHLETIC EVALUATIONS**

1. Each sports program will be evaluated within one (1) month of the ending of their season by the Athletic Council (which will include one (1) CEA member appointed by the CEA President). The Head Coach of that program will be present at this evaluation to answer any questions the Council may have. The Head Coach will make recommendations for the rest of his/her staff for the following season. Input may be considered from the Athletic Director and any members of the Athletic Council. Head Coaches will have this opportunity to convey the needs of his or her program for the following season.
2. Coaches will be notified of their contract status for the following season, within one (1) week after this meeting, by the Athletic Director.
3. Coaches may appeal the decision of the Athletic Director to the Superintendent and Board.

**B. CURRICULAR & EXTRACURRICULAR**

**HIGH SCHOOL**

Class Advisor:	Senior	5%
	Junior	4%
Other Advisors:	Yearbook	9%
	Student Council	5%
	National Honor Society	3%
	Technical Director of Drama Events (minimum two major events)	6%

**MIDDLE SCHOOL**

Other Advisors	Student Council	3%
----------------	-----------------	----

**C. EXTENDED TIME & ASSIGNMENT\***

<b><u>BAND(S)</u></b>	<b><u>08/01/07</u></b>
Marching Band Head Instructor (1)	12%
Marching Band Assistant Instructor (1)	11%
Assistant Band Instructors (3)	3.5%
Drum Line Instructor	3.5%
Summer Band Program (1)	1/9 Current Salary

**MUSIC**

Instrumental Music – Concert (1)	4%
Instrumental Music – Symphonic (1)	4%
Instrumental Music – Piano Accompanist (1) (Grades 8-12)	3%
Vocal Music Activities (1)	7%

**GUIDANCE**

All Counselors: 12 1/2 Days	Daily Rate
Speech & Hearing, 2 Weeks Extended Salary	1/18 of Current Salary

**DETENTION**

Friday After-school Detention Supervisor (High School, Middle School)	\$55 per 3-hour session not to exceed \$6,000/year
--	---

**INACTIVE**

OWA, 3 Weeks Extended	1/12 of Current Salary
OWE, 4 Weeks Extended	1/9 of Current Salary
Vocational Home Economics, 2 Weeks	1/18 of Current Salary
Detention Room Supervisor	\$5.00/Hour (\$675 maximum)

\*Those on Extended Time which precedes the school year (August) shall be compensated at a rate based on the August 1 effective salary schedule.

**D. STUDENT ACTIVITY SUPPLEMENTALS**

1. The purpose of Student Activity Supplementals is to compensate District personnel who wish to facilitate an extracurricular student activity. These contracts will be awarded by a committee to be established in each building,

Middle and High School. The committee will be made up of two (2) Principal picks, two (2) elected teachers, and the building's Student Council President. With the exception of the Student Council President, the committee positions will last for a three-year term.

2. Contracts will be awarded in one of the following two (2) manners:
  - a) Active supplementals from the previous year may be renewed by the committee.
  - b) Personnel wishing to initiate an activity will submit a detailed proposal in writing to be reviewed by their building committee no later than October 1st of each school year.
3. The building committee will meet three (3) times during the school year: (a) during the second week of school, (b) during the first week of October, and (c) end of year.
4. The end of the year meeting will include a review of the supplementals for the year and will include recommendations by the committee for the following year.
5. Individual Student Activity Supplementals will not exceed three percent (3%) of the base salary schedule.

HIGH SCHOOL 20%

Examples:	Language Club	Ski Club
	Academic Challenge	Spanish Club

MIDDLE SCHOOL 20% (Examples listed below)

Examples:	Student Council	Drama Club	Fitness Club
	Yearbook	Chess Club	Community Service Club
	Computer Club	Trip Advisor	Science Club

ELEMENTARY & INTERMEDIATE SCHOOLS                      5% per building

**E.     MENTORSHIP SUPPLEMENTALS**

Mentors	3% in year 1, 2% in year 2, 1% in years 3 and 4
Resident Educator Program Coordinator	6%

Supplemental compensation will not exceed these percentages. In the event of grant funding or County funding, the Coventry Local School District will pay the difference to equal the above percentages.

In the event a new supplemental position(s) becomes necessary during the term of this agreement, the Superintendent shall have the authority to create the necessary position(s) but the supplemental position(s) shall not be implemented until the compensation has been negotiated between the CEA and the Board.

**EXCEPTIONS TO CONTRACT FOR TUTORS**

The Board of Education of the Coventry Local School District and the Coventry Education Association agree the following terms will be deemed incorporated into the 1996-99 Master Agreement:

1. Tutors will receive one (1) year credit for three (3) completed years of Coventry tutor experience on the Coventry teachers salary schedule.
2. Effective April 1, 1993, tutors will be RIF'd at the end of each school year unless the contract is non-renewed for performance deficiencies in accordance with Section 9.02B-F of the Master Agreement.
3. Tutors hired as classroom teachers will be placed at Step 0 of the teachers' salary schedule regardless of their current placement and will have zero (0) experience for purposes of bumping rights.
4. Tutors will be evaluated in accordance with Exhibit G based on actual years of service in the District.

**SALARY**

5. Tutors shall not be included under the salary schedules set forth in the Contract. Instead, tutors shall be paid on an hourly basis, which shall be the per diem rate divided by 7.5 of the BA-0 Step of the Coventry teachers salary schedule in effect each year of the Contract, and the percentage of increase negotiated between the CEA and the Board.
6. The formula for calculating the per diem and hourly rates shall be as follows: annual BA-0 rate times percentage of increase negotiated between the CEA and the Board divided by days in school year = per diem rate divided by 7.5 = hourly rate.

**REDUCTION IN FORCE**

7. Tutors shall have seniority and bumping rights only within the tutor classification. Reduction shall be in accordance with Article X.
8. The Board may reduce tutor hours, days, or the number of positions based on the availability of State and Federal funds and the number of students served.

**CONTRACTS**

9. Tutors are not eligible for continuing contracts.
10. Tutors are eligible for multi-year contracts.

**INSURANCES**

11. Tutors are eligible for insurance coverage and benefits available to teachers.

**HOLIDAYS**

***NOTE: New tutors hired on or after January 1, 2004 are not eligible for paid holidays.***

12. Tutors are eligible for eight (8) paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Day

**WORKDAY/WORK YEAR**

13. The length of the workday and the total number of days worked by tutors shall include:
  - a) Compensation for conferences, in-services, and meetings which they are required to attend;
  - b) Work year shall include:
    - (1) For Title I Tutors:

The work year shall include all days classroom teachers are scheduled to work.
    - (2) For Intervention Specialist Tutors:

The work year shall include one hundred seventy-eight (178) student days plus two (2) meeting days.
    - (3) For St. Francis Tutors:

The work year shall be determined by and will follow the St. Francis de Sales school calendar.

**COMPENSATORY TIME-OFF**

\_\_\_\_\_  
Teacher's Name

\_\_\_\_\_  
School Year

\_\_\_\_\_  
Building Assignments

\_\_\_\_\_  
Number of Hours Compensatory Time

Description of Use of Compensatory Time-Off (include dates/time)

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

\_\_\_\_\_  
Building Principal

\_\_\_\_\_  
Date Approved

**HEALTH/SAFETY CONCERN REPORT**

1. Describe the specific condition(s) which pose(s) a suspected health or safety concern, including the building and location:

---

---

---

---

---

2. Other pertinent information:

---

---

---

---

---

Date report submitted \_\_\_\_\_ by staff member: \_\_\_\_\_  
Signature

Date report received \_\_\_\_\_ by administrator \_\_\_\_\_  
Signature

***Note: No unsigned report will be processed.***

<p>Building Administrator is to respond to concern within 24-48 hours: Response:</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <p>Signed _____</p>
--

cc: Staff member submitting report  
Superintendent  
Building Safety Committee Chairperson

## Index

### -A-

Academic Freedom .....	12
Accountability .....	15
Agreement .....	4
Amendment Procedure.....	55
Appraisal (08/01/07).....	62-65
Assault Leave .....	33
Association Leave .....	11
Association Rights.....	8
Attendance .....	20

### -B-

Bargaining Procedure.....	1
---------------------------	---

### -C-

Class Size.....	14
Committee Participation.....	15
Compensatory Time-Off Form .....	78
Complaints Against Bargaining Unit Members .....	50
Conflict with Law or Regulations.....	5
Contracts .....	22
Court/Witness Leave.....	34
Credit Flexibility .....	48
Credit Union .....	36

### -D-

Deductible Absences (Dock Days).....	34
Dental Insurance .....	43
Disagreement .....	5
Disciplinary Conferences .....	13
Due Process .....	13
Dues Deduction .....	36
Duration .....	56
Duties .....	19

### -E-

Employee Assistance Program .....	45
Employee Committees .....	18
Employment Practices.....	12
ESEA (Elementary & Secondary Education Act).....	19
Evaluation .....	50-55
Evaluation Procedure – Guidance Counselors, Librarians, Speech & Hearing Therapists .....	59-61
Exceptions to Contract for Tutors.....	76

<b>-F-</b>	
Facilities .....	18
Fair Share Fee .....	9
Family Leave .....	32
Financial Discussions .....	56

<b>-G-</b>	
Grievance Decisions .....	58
Grievance Procedure .....	5
Grievance Procedure Form .....	57

<b>-H-</b>	
Health Insurance .....	40
Health/Safety Concern Form .....	79
High School Credit Flexibility Team.....	49
Holidays for Tutors .....	77

<b>-I-</b>	
Improvement Plan .....	80-83
Individual Rights .....	12
Insurance Coverage .....	34
Insurance Waiver.....	39
Internet Usage.....	19

<b>-J-</b>	
Job Sharing .....	18

<b>-L-</b>	
Leaves .....	28
Length of Day.....	20
Life Insurance.....	42
Longevity.....	35
LPDC (Local Professional Development Committee).....	17
Lunch Supervision.....	14

<b>-M-</b>	
Medical Insurance .....	40
Mentors .....	45
Mileage .....	39

<b>-N-</b>	
Negotiations Procedures.....	1
Non-renewal of Contract.....	24

<b>-O-</b>	
Open House .....	21
Other Leaves.....	34

**-P-**

Parental Leave .....30  
Pay Option .....35  
Payroll Deductions .....35  
Personal Leave.....31  
Personnel Files.....11  
Parental Leave .....30  
Pre-Conference Profile.....73  
Premium Deductions (Insurance) .....45  
Preparation and Conference .....13  
Prescription Drugs .....41  
Professional Appearance.....20  
Professional Growth Plan..... 78-79  
Professional Leave .....34

**-R-**

Reassignment.....22  
Recognition..... 1  
Reduction in Force (RIF) .....25  
Resident Educator.....45  
Retired Teachers, Hiring .....38  
Retirement Incentive Bonus.....40  
Rights of the Grievant and the Association .....5

**-S-**

Sabbatical Leave.....32  
Safety Conditions .....15  
Safety/Health Concern Form .....79  
Salary .....35  
Salary Index and Schedules ..... 66-69  
School Year .....20  
Section 125-Tax Shelter .....43  
Self-Assessment Summary Tool.....72  
Seniority.....27  
Severance Pay.....37  
Sick Leave .....28  
Sick Leave Transfer.....29  
Signatures .....56  
STRS “Pick-Up”.....38  
Structure of the Resident Educator Program .....47  
Study Hall Student/Teacher Ratio .....14  
Subject Area Preparation.....14  
Substitution.....15  
Summative Rating Report.....75  
Summer Pay.....35  
Supplemental Salary Schedule/Compensation..... 35, 70-75

-T-

Teacher Evaluation Procedure .....50  
Teacher Observation – Post-Conference Report .....76  
Teacher Performance Rubric ..... 59-71  
Teacher of Record (TOR) .....48  
Termination .....22  
Transfers .....21  
Tuition Reimbursement.....16  
Tutors ..... 1, 76-77

-U-

Uniform Supply Accounts.....15  
Unpaid Leave, Insurance Coverage .....34

-V-

Vacancies/Transfers .....22  
Vision Insurance .....43

-W-

Walk-Through Observation Form .....74  
Work Day .....20  
Working Conditions .....13  
Workload .....14



OHIO EDUCATION ASSOCIATION

Rebecca L. Higgins, President  
Scott W. DiMauro, Vice President  
Tim Myers, Secretary-Treasurer  
Sheryl Mathis, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.*

February 4, 2014

State Employment Relations Board  
65 E. State St., 12<sup>th</sup> Floor  
Columbus, OH 43215-4213

STATE EMPLOYMENT  
RELATIONS BOARD  
2014 FEB -7 PM 2:35

Re: Case No. 2013-MED-04-0467  
Coventry Education Association  
- and -  
Coventry Local School District

**Contract Settlement**

Dear Board Members:

Please be advised that the Coventry Education Association, affiliated with the Ohio Education Association (OEA) and the National Education Association (NEA), and the Coventry Local School District have successfully completed negotiations and ratified a new Collective Bargaining Agreement, a copy of which is enclosed herewith.

Very truly yours,

Beth Chandler-Marks  
Labor Relations Consultant

BCM/dm  
Enclosure (Collective Bargaining Agreement)

