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MASTER AGREEMENT

between the

**CELINA CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

CELINA EDUCATION ASSOCIATION

Effective September 1, 2013, through August 31, 2015

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ARTICLE 1.00 – AGREEMENT AND DURATION

- 1.01 **Ratification of Agreement:** When agreement is reached through negotiating, it shall be reduced to writing and submitted to the Celina Education Association (OEA/NEA), hereinafter referred to as the “Association” and the Celina City School District Board of Education, hereinafter referred to as the “Board” for their consideration. If ratified by the Association, the Board may adopt a resolution setting forth the Agreement. When the Agreement is ratified and adopted, it shall then be signed by the parties and shall become part of the official minutes of the Board.
- 1.02 **Duration of Agreement:** The Master Agreement shall be in full effect from September 1, 2013, through August 31, 2015. No provision of the Agreement shall discriminate against any staff member in regard to membership or non-membership in the Association.
- 1.03 **Contrary to Law Provision:** If any section of this contract supersedes applicable state law and which may permissibly do so under O.R.C. 4117.10(A), the contract shall continue to be binding on both parties. Should any section of this contract be held to be in violation of the law by a court of competent jurisdiction, then that clause of the contract shall be rendered null and void, but the remainder of the contract shall remain in full force and effect.
- 1.04 **Violation of Law Provision:** In the event that any section of this contract is found to be in violation of the law, said sections may be reopened for negotiation, within thirty (30) days, by demand of the Board or the Association. Such negotiations shall conform with the procedures for negotiations found in this Agreement.
- 1.05 **Entire Agreement**
- 1.05.1 The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of bargaining. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in the contract.
- 1.05.2 This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by the parties hereto.

1.06 **Interim Bargaining**

With regard to affect changes in the wages, hours, terms and conditions of employment which are not currently a subject of this Agreement or changes that have an effect on the wages, hours, terms or conditions of employment for members of the bargaining unit, it shall be the obligation of the Association to request interim bargaining over such mandatory subjects. The failure of the Association to demand interim bargaining over each such subject shall not be construed as a waiver of the Association's right to demand bargaining in the future over such subsequent subjects as they arise nor shall such failure be construed as a waiver of the Board's obligation to bargain over such mandatory subjects. In the event of an impasse in such interim bargaining, the parties agree that the impasse will be resolved by the Board of Education's election of either (a) no implementation of the proposed change(s) which precipitated the interim bargaining, or (b) the issue(s) which remain unresolved will be submitted to the Federal Mediation and Conciliation Service (FMCS) under the impasse procedure.

ARTICLE 2.00 – DEFINITIONS

- 2.01 **“Professional Negotiations”** – Professional negotiations means conferring, discussing, and negotiating in good faith in an effort to reach agreement on matters of mutual concern.
- 2.02 **“Good Faith”** – Good faith involves coming to the negotiating table with the intention of negotiating, not of dogmatically pursuing pre-conceived stands. Good faith requires that the Association and the Board be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, the party objecting shall state its reasons and shall attempt to offer counter proposals. Good faith requires both parties to recognize negotiations as a shared process, but does not compel either party to agree to a proposal or make concessions.
- 2.03 **“Parties”** – Parties are the representatives of the Board and the Association.

ARTICLE 3.00 – RECOGNITION

- 3.01 **Recognition of the Board:** The Association recognizes the Board as the locally elected body charged with the establishment of policies for public education in the Celina City School District and as the employer of all certificated/licensed personnel of the schools.
- 3.02 **Recognition of the Superintendent:** The Association recognizes the Superintendent as the Chief Executive Officer and primary professional advisor of the Board as well as the educational leader of the school system. The Superintendent has the responsibility of carrying out the policies of the Board.

3.03 **Recognition of the Association:**

3.03.1 The Board recognizes the Association as the sole and exclusive bargaining representative for certified regular teaching personnel. Included in the category are:

1. Classroom teachers, both full and part-time;
2. Long-term substitute teachers who work one hundred twenty (120) consecutive days or more each school year;
3. Special program teachers;
4. Guidance counselors;
5. Librarians;
6. Nurses; and
7. Intervention tutors.

3.03.2 Excluded from the unit are:

1. Casual substitutes and long-term substitute teachers who work less than one hundred twenty (120) consecutive days each school year;
2. Assistant principals;
3. Principals;
4. School psychologists; and
5. Other supervisory and administrative personnel.
6. Athletic Director
7. Technology Coordinator

ARTICLE 4.00 – NEGOTIATIONS PROCEDURE

4.01 **Request to Negotiate**

4.01.1 The request for annual negotiations may be submitted by the initiating party after ninety (90) days prior to the expiration of the Agreement. All requests to negotiate shall be made in writing by the President of the Association to the SERB, the Superintendent and the Board or by the Board to SERB and the President of the Association.

4.01.2 Negotiations shall commence by the parties exchanging complete written proposals on all items to be negotiated ten (10) days before the initial negotiations meeting. The first meeting shall be held fifteen (15) days after the initial request to bargain unless a later date is established by mutual agreement.

4.02 **Negotiation Personnel:** The Board of Education and the Association shall be represented at all negotiation meetings by a team of negotiators not to exceed three (3) members each. Each party shall designate, in writing, its official team members and two (2) alternates at the beginning of negotiations. The membership of the teams may vary from meeting to meeting but shall remain constant at any one meeting and shall be drawn from the regular team members and their alternates. In addition, each party may use consultants as resource persons who may speak to the negotiating parties. Either or both parties may also have a recorder present to take notes of the meeting. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

4.03 **Negotiation Meetings**

4.03.1 **Limitations**

Until negotiations are completed, each meeting shall begin with a tentative time for adjournment and with an agreed time and place for the next meeting.

4.03.2 **Representative Authority**

While no final agreement shall be executed without ratification by the Association, and adoption by the Board, the parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, counter proposals, or concessions in the course of negotiations.

4.03.3 **Exchange of Information**

The Board and Superintendent agree to furnish upon request at any reasonable time the available information concerning financial resources of the District and other information regularly and routinely prepared to the extent that such information is mutually agreed upon. The Association agrees to furnish upon request the available information on its proposals.

4.03.4 **Caucus**

The chairman of either group may call for an independent caucus at any time during any negotiation meeting.

4.03.5 **Tentative Agreement**

As tentative agreement is reached on each major section of the Agreement during the bargaining process, the section language shall be reduced to writing and initialed by each team.

4.03.6 Protocol

No action to coerce, censor, intimidate, or penalize any negotiating participant shall be taken or implied by any school-affiliated personnel as a result of participation in the negotiation process.

- 4.04 **Scope of Negotiations:** Negotiable matters shall be all matters with respect to wages, hours, terms, and conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

4.05 **Mutually Agreed Upon Dispute Resolution Procedure**

4.05.1 If agreement is not reached during negotiations, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS), or a mutually appointed third party, to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request. Both parties agree that this procedure is the final step in the dispute settlement procedure.

4.05.2 This dispute resolution procedure is mutually agreed to by the parties under O.R.C. 4117.14(C)(1)(f) and is intended to supersede the statutory fact-finding process.

4.05.3 The mediation period shall be thirty (30) days from the date of the first mediation session.

4.05.4 In the event the parties have been unable to reach agreement after the thirty (30) day mediation period, the Association shall have all rights to strike under the full statutory provisions of O.R.C. 4117.

ARTICLE 5.00 – GRIEVANCE PROCEDURE

5.01 **Purpose**

5.01.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate.

5.01.2 Nothing contained herein will be construed as limiting the right of any teacher having a problem to discuss the matter informally with any appropriate member of the Administration and having the problem resolved without consultation of the Association. The parties agree that the resolution of all grievances shall be consistent with the terms and conditions of this negotiated Agreement.

5.02 **Definitions:**

- 5.02.1 A grievance is a claim that there has been a violation, misinterpretation, or misapplication of the terms of the Master Agreement entered into between the Board, the employee and the Association.
- 5.02.2 A grievant shall be a teacher, group of teachers or the Association.
- 5.02.3 For the purposes of this grievance procedure a day shall be defined as a weekday, excluding weekend days and holidays.

5.03 **Rights:**

- 5.03.1 A grievant may be represented at any and all steps of the grievance procedure by the Association. The grievant has the right to Association representation at all meetings and hearings involving the grievance. The Association has the right to file grievances and to be present for the adjustment of any and all grievances. The Association shall prepare and make available grievance report forms.
- 5.03.2 If a grievance affects a group or class of teachers, the Association may submit such grievance to the Superintendent in writing, and the processing of such grievance shall be commenced at Step Two.
- 5.03.3 Grievances or the fact that grievances were filed shall neither be recorded nor placed in the personnel files nor any other file used to evaluate for re-employment, transfer, and/or assignment. There shall be no reprisals nor recriminations against any participant in the grievance procedure.
- 5.03.4 So that the grievances can be processed as rapidly as possible, time limits at each step should be considered as a maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent. A grievance not timely filed at Step One shall be deemed waived.
- 5.03.5 If the Association decides at any level of the grievance procedure that a grievance is without merit or that an equitable answer has been given to the aggrieved person, it may withdraw its support for the grievance.
- 5.03.6 Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all phases of the grievance procedure.
- 5.03.7 Failure of the Board at any step in this procedure to communicate decisions on a grievance in writing within the specified time limits as called for shall result in the grievance automatically proceeding to the next step.

5.03.8 Failure of the grievant at any step of this procedure to appeal a grievance to the next step within the specified time limits, with the exception of the Board/Administrator's failure to issue a timely response, shall be deemed acceptance of the Board/Administration's last answer and there shall be no further right to appeal.

5.04 **Informal Procedure:** The Board, Administration, and Association acknowledge that it is usually most desirable for a staff member and the Administration to resolve problems through free and informal communication. However, should such informal process fail to resolve the problem, then a grievance may be processed according to the following Formal Procedure. The grievant has the right to proceed directly to the Formal Procedure and waive the Informal Procedure.

5.05 **Formal Procedure**

5.05.1 **Step One:** The grievance shall first be discussed with and submitted in writing to the Principal within twenty (20) days of the date of the incident giving rise to the grievance. The grievant shall inform the Principal that he/she is initiating the grievance procedure at Step One.

- a. If satisfactory disposition of the grievance is not received in writing within five (5) days of the meeting held at the Step One, the grievance may be submitted in writing to the Superintendent within five (5) days of receipt of the Step One decision.

5.05.2 **Step Two:** Within five (5) days after receipt of the written grievances by the Superintendent, the Superintendent or designee shall meet with the grievant, Association and/or the representative in an effort to resolve the grievance.

- a. If satisfactory disposition of the grievance is not received in writing within five (5) days of the meeting with the Superintendent or designee, the aggrieved person and/or the Association may request in writing that the Association submit his/her grievance to binding arbitration by an outside arbitrator in accordance with the rules of the American Arbitration Association (AAA). Such appeal to Arbitration must be submitted to the Superintendent and AAA within ten (10) days after receipt of the Step Two decision.

5.05.3 **Step Three:** Within five (5) days after receipt of the request for arbitration, representatives of the Board and the Association shall meet to select an arbitrator. If they are unable to agree on an arbitrator, the parties shall jointly petition the AAA for a list of seven (7) names from which the arbitrator shall be selected by the alternate strike method. Either party shall be entitled to request a second list.

- a. Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

- b. The arbitrator shall hold the necessary hearing promptly and issue the decision within thirty (30) days or such time as may be agreed upon. The decision shall be in writing and a copy sent to the Board, the Association, and the grievant(s). The decision of the arbitrator shall be binding on the Board, the Administration, the Association and the grievant(s).
- c. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the policies or rules of the Board or of this Agreement, nor add to, detract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration.
- d. Costs for services of the arbitrator, including per diem expenses, if any, and necessary travel and subsistence expenses, shall be borne three-quarters (3/4) by the losing party and one-quarter (1/4) by the winning party. The arbitrator shall have the responsibility to apportion these expenses consistent with his/her decision.
- e. All communications, regarding grievances, shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Board shall provide the Association with copies of all communication.

ARTICLE 6.00 – TEACHER RIGHTS

- 6.01 The Board agrees that every teacher employed by the Board shall have the right to join in support of the C.E.A., O.E.A., N.E.A., or any other professional group. Therefore, every teacher will have the right to display one (1) emblem related to said professional organizations on his/her mailbox.
- 6.02 The Board specifically recognizes the right of its teachers appropriately to invoke the assistance of the O.E.A., N.E.A., and other professional organizations.
- 6.03 The Association shall have the right to schedule the use of school buildings for professional meetings subject to the same rules and regulations governing the use of the building by other organizations, except that the usual rental fee will be waived by the Board. Use of the building for profit by the organization will cause the rental fee to be invoked.
- 6.04 The Association will use those bulletin boards designed for teachers only. Student bulletin boards will not be used.

- 6.05 Courier service may be used by the Association as long as regular school business is not pre-empted. The Association may have reasonable use of other school equipment designated by the Building Principal before or after regular school hours only. The Association and its members have no assurance of privacy in the use of school computers and electronic communications systems.
- 6.06 The President of the Association shall be given the complete agenda and any reports to be released to the public concerning matters to be considered at regular or special Board meetings at the same time Board members receive them. A copy of the minutes shall be given to the President of the Association. At the conclusion of the first general teacher's meeting of the school year, the Association may meet with the teaching staff to conduct Association business.
- 6.07 The President of the Association or the delegated member will be granted one half (1/2) day of released time every two weeks alternating a.m. and p.m. which will be compensated by the Association. No Association business will be conducted during a teacher's student-contact time. A schedule change may be made subject to approval of the appropriate building Principal or Administrator.

ARTICLE 7.00 – BOARD OF EDUCATION RIGHTS

- 7.01 The Board retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and the United States, including but without limiting the generality of the foregoing, the right:
 - 7.01.1 To the executive management and administrative control of the school system and its properties and facilities, and the school-associated activities of its employees.
 - 7.01.2 To hire all employees subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion, and to promote or transfer all such employees.
 - 7.01.3 To establish grading and/or evaluation procedures and courses of instruction, including special programs and to provide for athletic, recreational and social events for students.
 - 7.01.4 To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind.
 - 7.01.5 To determine class schedules, the hours of instruction, the duties, responsibilities and assignments of teachers and the terms and conditions of employment.

- 7.02 The exercise of the foregoing rights, powers, authority, duties, and responsibilities of the Board, the adoption of policies, rules, and regulations and practices thereof, and the use of judgment and discretion in connection therewith shall be limited only by the expressed terms of any Negotiated Agreement and then only to the extent and provisions of the laws of the State and the Constitution of the laws of the United States.

ARTICLE 8.00 – CONTRACTUAL STATUS, NONRENEWAL & TERMINATION

8.01 Types of Contracts

- 8.01.1 Teachers shall receive three one year contracts, if doing satisfactory work.
- 8.01.2 Additional contracts beyond the three (3) years, including continuing contracts, will be issued in accordance with Ohio law.
- 8.01.3 All teachers assigned additional responsibilities beyond their teaching duties shall be given a written supplemental contract for additional compensation that is in addition to their regular teaching contract. Teachers shall not be assigned additional duties on a regular daily basis beyond the regular school day unless it is a part of the supplemental salary schedule. Such supplemental contract shall include the following information: statement of title, complete job description of responsibility and compensation to be provided.
- 8.02 New teachers to the system or teachers changing contract status will receive an individual written contract. This Master Agreement shall be the contract for all other teachers. Each teacher will receive a notice of the grades or subjects and school building to which he/she will be assigned prior to the end of the school year. Salary notices shall be issued upon request.
- 8.03 Teachers who are not to be re-employed shall be so notified in writing on or before May 15. If a teacher does not desire re-employment, he/she should notify the Superintendent in writing at the earliest possible date.
- 8.04 The Board may terminate a teacher's contract in accordance with O.R.C. §3319.16. The teacher, upon receipt of such notice, will be granted a conference with his/her chosen representative and the Superintendent.

8.05 **Nonrenewal**

8.05.1 **Nonrenewal of Limited Teaching Contracts for Probationary Employees Who Have Been Employed for Three (3) Years or Less**

8.05.1a On or before May 15, limited contract teachers who have been employed for three (3) or fewer years shall be notified by the Superintendent that they will not be recommended to the Board for rehiring for the next school year. Prior to Board action on their contract, such teachers shall have the right to meet with the Board in executive session with representation to present their case.

8.05.1b This nonrenewal procedure for teachers who have been employed for three (3) or fewer years supersedes all provisions of O.R.C. §3319.11, O.R.C. §3319.111, and O.R.C. §3319.112, and such teacher shall have no right to challenge said nonrenewal pursuant to the negotiated grievance procedure, O.R.C. §3319.11 or §3319.111, or in any other legal forum.

8.05.2 **Nonrenewal of Limited Teaching Contracts for Employees Who Have Been Employed for More Than Three (3) Years**

Such contract nonrenewal shall be in accordance with O.R.C. §3319.11.

ARTICLE 9.00 – PERSONNEL FILES

9.01 **Contents of Personnel File:** Personnel records of the professional staff shall be filed in the central office of the District or in the Superintendent's office, and shall include the following, if available:

9.01.1 Application for Employment, including references.

9.01.2 Copy of the latest contract, properly signed.

9.01.3 Copy of the latest salary notice.

9.01.4 Ohio Teaching Certificate/License.

9.01.5 Personal and professional data form.

9.01.6 College or University certified transcript(s) of college credits earned and/or degree(s) granted.

9.01.7 Record of military service.

9.01.8 Evaluation documents.

9.01.9 Other documents.

- 9.02 **Review of Personnel File:** Each teacher shall have the right to review his or her personnel file. A representative of the Association may, at the teacher's request, accompany the said member in such a review. A representative of the Board may also be present during such a review.
- 9.03 **Notice of Content:** Each teacher shall be notified in writing and shall have the opportunity to read and sign any material before it is placed in his or her personnel file. Each teacher shall acknowledge that he or she has read the material by affixing his or her signature and the date to the copy. The affixed signature shall not indicate agreement with the content of the material, but indicates only that the material has been inspected by the teacher. The teacher will reply in writing, and such reply shall be attached to the filed copy. Teachers may request a meeting with the Superintendent to discuss the contents of their personnel files.
- 9.04 **Anonymous Materials:** Anonymous letters or materials shall not be placed in a teacher's file, nor shall they be made a matter of record.
- 9.05 **Copies of File Documents:** A teacher shall be entitled to a copy of any material in his/her file.

ARTICLE 10.00 – TEACHER DISCIPLINE

10.01 Teacher Discipline Procedure

10.01.1 Discipline Other Than Suspension

- 10.01.1a Prior to disciplinary action given to an employee, the Administration shall first have a meeting with the employee.
- 10.01.1b The employee shall be given advance notice of the meeting and shall be given specific written details of allegations and shall be informed that the meeting is to determine whether disciplinary action will be taken.
- 10.01.1c The employee has the right to Association representation at all disciplinary meetings. It is the responsibility of the employee to request Association representation.
- 10.01.1d All written reprimands shall clearly state that it is a reprimand.

10.01.2 Teacher Suspension Procedure

- 10.01.2a The Administration has the right to suspend a teacher with or without pay for disciplinary purposes.
- 10.01.2b Prior to any such suspension, the Administration shall inform the teacher of the investigation of the incident or infraction(s) upon which any such suspension will be based. The results of the investigation shall be reduced to writing and given to the teacher along with a recommendation for a possible suspension with or without pay.
- 10.01.2c Upon request of the teacher and within five (5) days of the teacher's receiving written notification of a possible suspension with or without pay, the teacher may request a meeting with the Superintendent. The teacher shall have the right to representation at the meeting.
- 10.01.2d The Superintendent's decision on the suspension shall be issued within ten (10) days after the Superintendent's meeting.
- 10.01.2e Suspension of a teacher with or without pay for disciplinary reasons shall only occur for just cause. This just cause standard in this provision shall not apply to the nonrenewal of the teacher's limited teaching contract, nor shall it affect in any way the rights of the Board or members of the bargaining unit with respect to termination procedures initiated under O.R.C. §3319.16.
- 10.01.2f No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject to the professional grievance procedure hereinafter set forth.

ARTICLE 11.00 – TEACHER PERFORMANCE APPRAISAL PROCEDURE

- 11.01 All teachers and the Association recognize the right, duty and responsibility of Principals and Supervisors to make periodic evaluations of the performance of the teacher. Monitoring and observation of the performance of the teacher shall be conducted openly and with full knowledge of the teacher. Any written comments concerning formal and informal observation shall be part of the person's personnel records.
- 11.02 Evaluation of personnel is clearly a management right provision and shall be conducted accordingly. Suggested changes in the assessment program will be a result of collaboration among a committee of five (5) consisting of two (2) members appointed by the Superintendent, two (2) members appointed by the Association, and the Superintendent or his/her designee. Such a program will be recommended to the Board by the Superintendent.
- 11.03 **Procedure**
- 11.03.1 The Board must evaluate any teacher on a limited contract or an extended limited contract in any school year in which the Board may wish to non-renew said teacher.
- 11.03.2 The evaluation process requires:
- 11.03.2a At least two (2) evaluation cycles (two [2] observations equals one [1] evaluation cycle) during the school year with observations not less than thirty (30) minutes in duration;
- 11.03.2b The observation(s) in the first evaluation cycle must be conducted and completed no later than January 15 using the Observation Form For Professional Staff;
- 11.03.2c The teacher must receive a written report of the evaluation results not later than January 25 using the Evaluation Form;
- 11.03.2d The second evaluation cycle (two [2] observations and one [1] summative evaluation) must be conducted and completed on or after January 16 and be completed no later than April 10;
- 11.03.2e The teacher must receive a written report (Evaluation Form) not later than April 10;
- 11.03.2f The written report of the evaluation includes specific recommendations regarding any improvements needed in the performance of the teacher being evaluated and regarding the means by which the teacher may obtain assistance in making such improvements.

- 11.03.3 The evaluator must be a person who is under contract as an administrator and who holds any of the following certificates/licenses:
- a. Superintendent
 - b. Local Superintendent
 - c. Assistant Superintendent
 - d. Principal
 - e. Pupil Personnel Director
- 11.04 Continuing contract teachers may be evaluated at the discretion of the Building Principal.
- 11.05 This section does not apply to teachers subject to evaluation procedures under O.R.C. §§3319.01 and 3319.02 or to any teacher employed as a substitute for less than one hundred twenty (120) days during a school year pursuant to O.R.C. §3319.10.
- 11.06 All forms used in the evaluation process are found in Appendix B of this negotiated agreement.
- 11.07 **State Mandated Testing**
- 11.07.1 Teachers shall have access to all state mandated test results for their students.
 - 11.07.2 Teachers shall be given reasonable notice when students are to be out of their classroom for state mandated testing, tutoring or intervention.
- 11.08 The parties intend this procedure shall supersede the evaluation requirements of O.R.C. §3319.11 and 3319.111.

ARTICLE 12.00 – PROTECTION OF TEACHERS

- 12.01 **Enforcement of Discipline:** The Board hereby assures teachers that it will put its full support behind the discipline procedures and policies hereinafter recommended and adopted by the Board in matters of discipline. The Administration and the teachers recognize a mutual responsibility for the enforcement of discipline fairly and consistently without discrimination due to race, creed, color or sex. It is recognized and agreed that there is a continuing need to review discipline policies and procedures by mutual study.
- 12.02 **Physical Assault:** Any case of physical assault on a teacher shall be promptly reported to the Board through channels. The administration, after teacher approval, shall take the appropriate course of action in handling the incident with the law enforcement and judicial authorities. The same procedure shall be followed in case of personal property damage or loss on school grounds. This does not negate individual responsibility to obtain redress for assault or personal property loss.

12.03 **Complaints Against a Certificated/Licensed Staff Member**

- 12.03.1 When a parent or student has a complaint against a teacher, the Principal will ensure that any appointments made involving the teacher will occur at a time that will not interfere with the teacher's class periods. If such conferences fail to resolve the problem or problems, the Principal shall be called upon to confer with the parent and/or student and teacher.
- 12.03.2 If such conferences still do not resolve the problem, the complainant should submit his/her signed complaint in writing to the Principal. The Principal shall forward a written copy of such complaint to the Superintendent and the teacher on the same day.

12.04 **Special Needs Students Responsibilities**

- 12.04.1 If any special needs students are placed in a classroom, the teacher will not be required to: administer medication, perform any medical procedures or handle problems with bowel or bladder control or body fluids. The classroom teacher shall not be responsible for any lifting, diapering, or procedures such as catheterization, tube feeding, etc. The provision shall not apply to administering medication on field trips.
- 12.04.2 No teacher shall be required to administer medication to any student nor shall they be required to perform medical procedures or other such procedures of a physical nature such as catheterization for any student. The provision shall not apply to administering medication on field trips.

ARTICLE 13.00 – PROFESSIONAL RESPONSIBILITY

- 13.01 Teachers exercise reasonable and mature judgment in controlling student behavior on school property.
- 13.02 Teachers shall be available for parent conferences and student help. Teachers shall arrange for conferences with parents when it appears that better understanding or more cooperative support from the home is required for the student's success in a program. Such arrangements shall be made by the parent and teacher concerned at a mutually agreeable time.
- 13.03 Teachers shall make adequate preparations for daily instruction to achieve specific objectives. Adequate preparation means that all lesson plans must be completed at the start of workweek and must be linked to the standards and expectations of the Ohio Department of Education regarding student learning outcomes.
- 13.04 Teachers shall exercise reasonable care for school materials, equipment, and facilities assigned to them.

- 13.05 Every teacher should attempt to keep abreast of new developments and trends in his/her teaching field.
- 13.06 Each teacher shall participate, as needed, in the preparation of reports required by the State Department of Education through the Superintendent of schools. An Administrator will review and acknowledge the content prior to finalization.
- 13.07 Teachers recognize that their primary job is teaching and outside employment should not interfere with the performance of the primary job.
- 13.08 Teachers shall assume the responsibility of instructing the pupils they are assigned. Teachers should use the counseling and special services of the District to assist their instructional efforts. Teachers should use all means available to them and assist in the development of the use of aides, community resources, and community involvement to improve the effectiveness of their instruction.
- 13.09 The facilities, staff, instructional materials, and programs of the Celina City School District should be continually upgraded to meet or exceed state standards.
- 13.10 At the beginning of every school year, each building Principal shall provide the teachers within his/her building a handbook of information pertaining to that building.
- 13.11 Each teacher will have flexibility in selecting teacher-chosen classroom materials consistent with the Board approved curriculum standards. The building Principal must approve all purchases insofar as they relate to the total scope and sequence of the subject being taught. Teachers are under no circumstances required to expend their personal funds for classroom materials.
- 13.12 Teachers shall have all possible preparations to facilitate the work of the substitute teacher, including initial lesson plans, seating charts, and other pertinent details.
- 13.13 It shall be the responsibility of the teacher to ensure that all leave statements submitted related to any form of leave prescribed in Article 20 of this Agreement be accurate and truthful. The falsification of a leave statement shall be grounds for employee discipline pursuant to Ohio law.

ARTICLE 14.00 – SCHOOL YEAR AND SCHOOL DAY

14.01 **School Year:** The school calendar shall adhere as closely as possible to the following guidelines:

14.01.1 The school calendar is to be based upon a maximum of one hundred eighty-six (186) days. These days shall include the one hundred eighty (180) student days, two (2) teacher orientation/in-service days prior to the opening of school, and one (1) teacher records day at the end of the school year. In addition, each teacher shall be required to participate in two (2) teacher in-service days with input from the Association and five (5) hours to be used to do records.

14.01.2 The school calendar is to be divided into grading periods as nearly equal as possible in length.

14.02 **School Day**

14.02.1 The Board agrees to provide at least sixty (60) days' advance notice prior to implementing a change in the teacher day under the guidelines prescribed in 14.02.1 and 14.02.2 above. During this sixty (60) day period, the Board and Administration agree to meet and confer with the Association on the effects of the change on bargaining unit members.

14.02.2 The standard teacher day shall be seven (7) hours and thirty (30) minutes. A teacher will report to his or her classroom or other designated area fifteen (15) minutes before classes are to begin and remain fifteen (15) minutes after classes are dismissed. On Fridays or the day before vacations or professional days they may leave five (5) minutes after classes are dismissed.

14.02.3 Guidance counselors, media specialists, and school nurses may be assigned hours which are different from the regularly scheduled hours in a typical school day, in order to allow service to students either before or beyond the students' day.

14.02.4 Each teacher shall be granted thirty (30) minutes uninterrupted duty-free time for lunch.

14.02.5 Teachers whose college classes or travel time to classes require early departure from their school building may upon informing and receiving permission from their Principal leave immediately after completion of classroom duties. Arrangements may be made upon request to the Principal for earlier departure.

- 14.02.6 Building faculty meeting which extend the school day by not more than thirty (30) minutes may be called semi-monthly. Meetings which may extend the school day by not more than one (1) hour may be called not to exceed four (4) meetings annually. Teachers may be required to attend as many as two (2) evening meetings per school year. Staff members are strongly encouraged to attend building extracurricular activities, but attendance at Open House shall be mandatory. (Meetings required for individual and/or group formal evaluations are not governed by this section. Times for such meetings shall be arranged by mutual consent.)
- 14.02.7 Each teacher is requested to participate in departmental and/or curriculum textbook meetings.

14.03 **Parent-Teacher Conferences**

- 14.03.1 The equivalent of one (1) day for 7-12 parent-teacher conferences and the equivalent of two (2) days for K-6 shall be scheduled. The times and structure, as well as the scheduling of parents, shall be determined by the school improvement team within each building.
- 14.03.2 Parent-Teacher conference times shall be scheduled outside of the teacher's normal student contact time for the first conference day. There shall be no students in session during the second K-6 conference day.
- 14.03.3 The dates for parent-teacher conferences will be included in the annual district's calendar.
- 14.03.4 The Association and the Administration shall jointly schedule a day within the school calendar when teachers shall not be required to report to work. This day shall also be included in the district's calendar.

14.04 **Calamity Day/Emergency Closings**

- 14.04.1 Any day schools are closed by the Administration due to a declaration of a public calamity, employees shall not be required to report to their buildings except in emergency situations.
- 14.04.2 When the Administration determines that a delay in school starting time is necessary, employees shall report no later than current contract language prior to the commencement of classes.
- 14.04.3 In the event of early dismissal of students due to a declaration of a public calamity, employees shall not be required to remain in the building longer than current contract language requires following the dismissal of students.
- 14.04.4 Should schools be closed during an approved leave day or holiday for the employee, said employee shall not be charged with the leave.

ARTICLE 15.00 – SCHOOL CALENDARS

- 15.01 A recommended school calendar shall be prepared by the Superintendent and a committee of two (2) teacher representatives (elementary and secondary levels) appointed by the Association President on dates established by the Superintendent.
- 15.02 Upon its adoption or revision by the Board, this calendar shall be distributed by the Superintendent to all faculty members prior to the close of school, if possible. Once the calendar is adopted by the Board, amendments to the calendar shall be made by the Board only after notice to the President of the Association.

ARTICLE 16.00 – TEACHER ASSIGNMENT

- 16.01 The Board and the Association recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, to remain with the assigned students, and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end. In accordance with Section 3313.47 of the Revised Code and Ohio Attorney General's Opinion 2457 (1958), the Association recognizes that the Superintendent of schools has the sole authority in the assignment of teachers.
- 16.02 The Superintendent and Board agree that the following concepts are desirable for the smooth functioning of the school system:
- 16.02.1 Each teacher grades seven (7) through twelve (12) will have at least one (1) unassigned period for planning purposes. All elementary teachers will have two hundred (200) minutes per week of planning time. Incidental time (time less than a period of ten (10) minutes and time before and after school) will not count as planning time.
- 16.02.2 K-4 elementary teachers will be unassigned during recess periods allowing for teacher directed intervention, collaboration, parent communication, and remediation as needed. Each regular classroom teacher will be assigned on a rotation basis to monitor classrooms during emergency (i.e., inclement weather). This duty will not exceed thirty-six (36) recess periods per year. All teachers are responsible for student supervision in the hallways and restrooms.
- 16.02.3 Regular classroom teachers will not be assigned outside the scope of their fields of certification/licensure.

- 16.02.4 Teaching personnel in grades seven (7) through twelve (12) will teach seven (7) periods in an eight (8) period day or eight (8) periods in a nine (9) period day. Any deviation from the above will be agreed to in writing by the instructor.
- 16.02.5 Classroom teachers (7-12) with more than four (4) preparations in an academic area (science, math, language arts, social studies) will not be assigned more than six (6) periods during an eight (8) period day or seven (7) in a nine (9) period day. Any deviation from the above will be agreed to in writing by the instructor.
- 16.02.6 Teachers who will be affected by changes in grade assignment in the elementary school grades and by subject assignment in secondary school will be notified and consulted by their Principals as soon as practicable. All transfers will be made in accordance with transfer procedures stipulated in Article 18 of the Master Agreement.
- 16.02.7 Teachers who are asked by their building principal(s) to cover the class of another teacher during their preparation period will be paid at the following rate: High School and Middle School teachers shall be compensated at the rate of ten dollars (\$10) per class period. Elementary and Intermediate teachers shall be compensated at the rate of ten dollars (\$10) per class period.

This provision is voluntary and does not require the teacher to give up their preparation time.

16.03 **Job Sharing**

- 16.03.1 The job sharing must have the approval of the building principal and the superintendent.
- 16.03.2 Applicants for a job-sharing position shall have a minimum of two (2) years teaching experience to qualify.
- 16.03.3 A written plan shall be submitted to the building principal with the following elements:
1. The plan will be in effect for a full school year.
 2. The grade level, building, and subject to be shared.
 3. The job-sharing teachers are to jointly develop teaching methods and techniques, and grading practices that ensure consistency and compatibility of the program.
 4. The percentage of the regular full-time work day and exact time schedule each participant proposes to present on the site plus teaching schedule.

- 16.03.4 Teachers who wish to participate must locate a candidate for the job-sharing partnership. No current staff member shall be required to job share.
- 16.03.5 All negotiated benefits shall be split according to the percentage of a regular full-time work day served by the participant.
- 16.03.6 Job-sharing teachers shall be considered for contract status, evaluation, and layoff on the same basis as other teachers.
- 16.03.7 Each participant must attend all contractually required duties that are required of a full-time teacher (e.g., parent-teacher conferences, required principal meetings, back to school night, etc.).
- 16.03.8 The number of job sharing participants is limited to six (6) teachers (three [3] teaching positions).
- 16.03.9 The superintendent must be notified by April 1 of each year as to whether the participants wish to continue in the present arrangement or return to full-time contract status.
- 16.03.10 The assignment of teachers returning to full-time contract status shall be in accordance with the assignment provisions of this negotiated agreement.

ARTICLE 17.00 – CLASS SIZE

17.01 **Class Size:** The Board and the Association recognize that the teacher-pupil ratio is an important aspect of an effective educational program. The maximum number of pupils per regular classroom teacher will be as follows:

- 1. Kindergarten – Grade 4 - 23 pupils
- 2. Grades 5-6 - 26 pupils
- 3. Grades 7-12 – Academic - 27 pupils per class period and an average of 25 pupils per class period each grading period.
- 4. Special Education - According to state operating standards then in effect. Current standards in effect at the commencement of this Agreement as reproduced as Appendix A. These standards are not negotiated language and are subject to change by the state of Ohio.
- 5. Laboratory & I.T. - 24 pupils

6. Large groups determined individually (i.e., band, chorus, group lectures, etc.)

The maximum number of pupils in classifications K-6 may be exceeded by two (2) pupils. If a K-6 teacher's class size exceeds the maximum number of pupils in a given school year, it will not exceed the maximum the following school year. The maximum number of pupils in classifications 7-12 may be exceeded by two (2) pupils per class period in a grading period. If a 7-12 teacher's class size exceeds the maximum number of pupils per class period in a given grading period, it will not exceed the maximum the following grading period.

17.02 **Employee Council**

17.02.1 The Celina City School District shall have an Employee Council. The purpose of the Employee Council shall be to facilitate communications about the operation of the school district and to involve employees in communicating ideas/solutions about day-to-day operational activities, problems, or concerns. This will also provide an opportunity for information exchange between the buildings, members and administration.

17.02.2 The Employee Council shall meet once each nine-week period. The agenda shall be a cooperative effort between the Superintendent and the President of the Association with both sharing in the operation of the meeting. The Employee Council shall consist of one representative per 50 members per building or fraction thereof, one high school and one elementary administrator representative, in addition to the Superintendent and Association President.

17.02.3 The Employee Council representatives are to solicit input from their respective membership and to report these items at the Employee Council. Representatives are responsible to provide their building a written report of the meeting. The Association President is responsible to provide the Executive Committee a report of each meeting.

17.03 **Teaming Provisions:** If the teaming philosophy program is implemented in any building, all team members shall have one (1) team planning period and one (1) individual planning period. Teaming Provisions do not apply to the Ohio Improvement Process or Teacher-Based Teams.

ARTICLE 18.00 – PROMOTIONS, VACANCIES, & TRANSFERS

- 18.01 A promotional position is one which pays a salary differential and/or is a position on the special, supervisory, or administrative level.
- 18.02 All opening for promotion, new positions or vacated positions in the Celina City School District shall be made known to employees through appropriate posting in school buildings and/or by announcement through the media and summer posting in checks. Written notice of vacancies shall be given to the Association President. With the exception of the time period between August 1 and the start of each school year, interviews for a posted position shall not be held before at least ten (10) calendar days after the initial posting.
- 18.03 Any certificated/licensed person may apply for such a position. All applications must be in writing on the official application form and must be filed with the Superintendent within ten (10) calendar days after the position is posted. In filling such vacancy, the Board agrees to screen applicants and interview those applicants most qualified for the position.
- 18.04 The Association recognizes that policy concerning promotions and fillings of vacancies is governed by law. In filling these positions, the Superintendent shall consider the following:
- 18.04.1 Best interests of the students and the educational program in the District;
 - 18.04.2 Recommendations made by involved Principals; and
 - 18.04.3 Academic and experience credentials of applicants based upon qualification criteria as posted by the Administration; and
 - 18.04.4 Qualified staff members shall be offered an interview for bargaining unit positions.
- 18.05 Since the frequent transfer of teachers from one school to another is disruptive to the educational process and interferes with optimum teacher performance, the Board and Association agree that the transfer of teachers should be minimized.
- 18.06 Teachers desiring a transfer from their present teaching assignment should indicate their wishes by submitting a transfer request letter regarding a vacant position for which the teacher is interested. This request will at a minimum result in an interview of the employee.
- 18.07 Teachers will be involuntarily transferred during the school year only to prevent a reduction in force or during times when the Board is projecting a budget deficit.
- 18.08 Notice of all transfers will be given to the teachers concerned as soon as practicable and under normal circumstances, before the end of the school year.

ARTICLE 19.00 – REDUCTION IN STAFF

- 19.01 A reduction in the number of teachers in the District through the suspension of teaching contracts may occur based upon the following reasons:
- A. Decreased enrollment of pupils;
 - B. Financial reasons as determined by the Board;
 - C. Return to duty of regular teacher after extended leave of absence;
 - D. Territorial changes affecting the District; and/or
 - E. Suspension of schools.
- 19.02 To the extent possible, the number of employees adversely affected by a reduction in force will be minimized by not employing replacements for employees who retire, resign, go on leave of absence, or whose limited contracts are not renewed for reasons other than a reduction in force so long as said departing employees are working in grade/subject areas which are part of the District's reduction plan.
- 19.03 The Board will make reasonable reductions as recommended by the Superintendent. Contracts will be suspended as needed, within each teaching field affected. Preference for available positions will be given to teachers on continuing contracts and to teachers who have greater seniority within the District. Teachers whose contracts are suspended or non-renewed as a reduction in staff shall have the right to be restored to service status in the order of seniority in the District with preference given to continuing contract holders, if and when teaching positions become available for which those teachers are or may become qualified. However, no preference for seniority shall be given for layoff or recall except when making a decision between teachers, regardless of contract status, who have comparable evaluations defined in the following manner:
- 1. a. The first to be suspended shall be those teachers with evaluation ratings of "Ineffective."

For continuing contract teachers, the rating of "Ineffective" shall be based upon three consecutive years of student growth data.

For limited contract teachers, the rating of "Ineffective" shall be based only on the principal's rating (not including any student growth measures) until three consecutive years of student growth data are available and then the overall (summative) rating including student growth measures will be used.
 - b. The next teachers to be suspended shall be those teachers on limited contracts with ratings of "Developing" who have improvement plans.

- c. The next teachers to be suspended shall be those teachers on limited contracts with ratings of “Developing” who have professional growth plans.

For b. and c. (above), the rating of “Developing” shall be based only on the principal’s rating (not including any student growth measures) until three consecutive years of student growth data are available, and then the overall (summative) rating – including student growth measures – will be used.

2. Seniority shall only be used when deciding between teachers with comparable evaluations. Comparable evaluations shall include those teachers with evaluation ratings of “Accomplished” and/or “Proficient.”

No new personnel will be hired until all reduced staff members qualified to fill vacation positions are restored, or all qualified staff members on reduction decline the offer to fill the vacancy.

- 19.04 For the purpose of this section, “teaching field” is defined as those subjects or fields on the teacher’s certificates/licenses. Seniority is defined as including only continuous, unbroken service within the District. A seniority list will be posted annually and at least thirty (30) days prior to the effective date of a staff reduction.
- 19.05 It is understood that the final decision as to reductions will be determined by the Board in accordance with this Agreement and Ohio law.
- 19.06 In the event of a reduction in force occurring, any regular, full time teachers) whose position(s) is reduced in force may elect to request assignment to the hourly position of an hourly teaching employee with less seniority. Such hourly teaching employee shall be placed on the RIF list as provided for in the collective bargaining agreement between the parties.

The regular full time teachers who replace an hourly teaching employee shall have the right of restoration to regular full time teaching positions, according to their seniority, whenever such positions become available for which the employee has the correct certification/licensure.

- 19.07 Limited contract teachers whose contracts have been suspended shall have their name on a recall list for a period of twenty-four (24) months from the effective date of the layoff after which time said individual shall no longer be employed by the Board.
- 19.08 Continuing contract teachers whose teaching contracts have been suspended shall have their name on a recall list for a period of sixty (60) months from the effective date of the layoff after which time said individual shall no longer be employed by the Board.
- 19.09 Bargaining unit positions and employees shall not be reduced or eliminated and be replaced with non-bargaining unit employees.

- 19.10 In the event an employee is reduced in force and is placed on recall list, they will be notified by mail of all positions for bargaining unit vacancies, and offered these positions for which they may be certificated or licensed in accordance with Section 19.03. In the event the vacant position(s) are refused, the employee's name shall remain on the RIF list and the position shall be offered to the next most senior employee on the list progressively until the vacancy is filled. Employees on the RIF list shall have the right to continue group insurance coverage by the Board as provided by COBRA.

ARTICLE 20.00 – LEAVES

20.01 Assault Leave

- 20.01.1 All certificated/licensed employees of the Board shall be paid regular compensation for the time up to sixty (60) workdays lost due to a physical assault that occurs during school hours or after hours as a result of a school related incident or activity.
- 20.01.2 The sixty (60) days of Assault Leave shall not be charged to sick leave and shall be considered a separate type of leave.
- 20.01.3 Any lost time shall be reported on the absence form when the employee returns to work.
- 20.01.4 If an "emergency day" or holiday called by the Superintendent during which the schools are closed, occurs during an assault leave period, the teacher will be paid if the rest of the staff is paid.

20.02 Childcare/Adoption Leave

Upon request a teacher shall be granted childcare/adoption leave for the remainder of a semester or school year. It is agreed that such a leave would be without salary or fringe benefits. An employee may pay and participate in group insurances during this leave. Upon return, if taking the leave a teacher shall be reinstated in contract status, but not necessarily the same teaching position.

20.03 Court Duty/Jury Duty Leave

- 20.03.1 In case of absence from duty in response to a subpoena in a case in court, or in an administrative hearing in which the employee is not a party, there shall be deducted from the salary of the employee the amount and only the amount of any witness fee or other compensation, exclusive of any reimbursement paid specifically for expenses incurred by reason of such subpoena. A certificate signed by the employee and stating the amount of such fee or other compensation, if any, must be submitted by the employee or the full salary for the period of absence shall be deducted.

20.03.2 In case of absence from duty in response to a jury summons, there shall be deducted from the salary of the employee the amount and only the amount of any jury fee or other compensation, exclusive of any reimbursement paid for expenses.

20.04 **Family and Medical Leave Act (FMLA)**

20.04.1 The provisions of the Family and Medical Leave Act (FMLA) shall apply to all bargaining unit members.

20.04.2 The use of the FMLA will not count against any other existing leave within the Master Agreement.

20.05 **Funeral Leave**

Funeral leave without loss of pay or deduction from sick leave to attend and to plan funerals that occur on days school is in session shall be granted to a teacher upon request to the Superintendent as follows:

20.05.1 Immediate family – up to three (3) days. Immediate family shall include spouse, children, parents, brothers, sisters, and spouse's parents and any other person (not renters) residing within the immediate household.

20.05.2 Other Relatives –

a. One (1) day if within one (1) day driving range from Celina.

b. Two (2) days when driving distance requires extra time.

20.06 **Illness Leave**

20.06.1 Upon written request of a teacher, the Board shall grant up to two (2) years leave of absence for illness or other disability. It is agreed that such a leave would be without salary or fringe benefits. An employee may pay and participate in the group insurances during this leave. Upon return, a teacher shall be reinstated in contract status, but not necessarily the same teaching position.

20.07 **Military Leave**

In the event that a teacher is drafted into the military service or enlists in the service, he/she shall be released from his/her contract. The teacher shall be reinstated to the same or similar position upon release by honorable discharge from the service if it is within four (4) years of the release from the teaching contract.

20.08 Personal Leave

- 20.08.1 Each teacher is entitled to three (3) unrestricted personal leave days each work year upon notification to the Principal. Such days shall be without loss of pay or deduction from sick leave. Any teacher not using personal leave will be compensated for each day at the rate of Sixty Dollars (\$60.00) per day up to a maximum of two (2) days. Said stipend compensation shall be provided to the teacher during the last pay period in the yearly contract.
- a. The Superintendent may approve additional days as warranted by emergency upon the written request, including reasons therefore by any teacher who has exhausted the personal leave provided herein.
- 20.08.2 No personal leave may be taken on the day immediately preceding or following a school holiday or on the first day or last two (2) weeks of the teacher work year unless approved by the Superintendent or designee. Requests made for exception to this regulation must be made in writing to the building Principal clearly defining the emergency.
- 20.08.3 Leave taken for personal reasons with a corresponding loss of pay are in violation of an individual contract. Waiver of contractual obligation is only possible upon the approval of the Board.

20.09 Professional Leave

- 20.09.1 Professional staff members may, upon approval by the Board and/or Superintendent, attend professional meetings, conferences or visitations which provide the opportunity to advance professionally.
- 20.09.2 Such approved leave shall be paid leave and shall not be deducted from sick leave or personal leave.
- 20.09.3 If possible, requests for professional leave shall be filed in the Superintendent's office on the appropriate form far enough in advance to insure approval/disapproval prior to leaving. The professional staff member shall receive written notice of approval/disapproval of professional leave.
- 20.09.4 Request forms must be fully completed. Incomplete forms will be returned to the staff member and will not be considered until they are properly completed and resubmitted.
- 20.09.5 Employees governed by this Agreement shall be normally limited to no more than two (2) employee initiated professional leave days which occur during assigned teaching time. Any administratively mandated professional leaves will not be considered as employee initiated professional leave days.

- 20.09.6 Head coaches and department chairpersons may request one (1) additional day each year for clinics or conferences in their area of responsibility.
- 20.09.7 Teacher delegates or board members of W.O.E.A., O.E.A. or N.E.A., the number to be based upon teacher allotments of the O.E.A., will be released from regular duties without loss of pay to attend W.O.E.A., O.E.A., and N.E.A. meetings. All staff members will file requests to attend these meetings in the Superintendent's office prior to leaving.

20.10 **Sabbatical Leave**

- 20.10.1 If a teacher has taught in the Celina City Schools for seven (7) consecutive years, he/she shall be eligible for sabbatical leave of one (1) year. The request shall be in writing and must include a plan for professional growth, which would include but not be limited to at least some college graduate courses.
- 20.10.2 Such a plan must be approved by the Superintendent.
- 20.10.3 A teacher shall be compensated at \$10,000/year. No more than three (3) teachers per year will be authorized for leave.
- 20.10.4 A teacher is limited to such leave no more than once for each seven (7) years of service in the District.
- 20.10.5 Upon return from such leave, a teacher resumes the contract status held prior to the leave.
- 20.10.6 An employee may pay and participate in group insurances during this leave.
- 20.11 **Sick Leave:** Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave is to protect the teacher and the children (from potential illness) when a teacher becomes ill. Such leave can and should be administered uniformly.
- 20.11.1 All full-time employees of the Board shall be paid regular compensation for time lost due to illness or injury.
- 20.11.2 Full-time certificated/licensed employees accumulate sick leave credit up to fifteen (15) days/years (one and one-fourth (1 ¼) days/month).
- 20.11.3 Teachers may use sick leave due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness or injury of the employee's immediate family. (Immediate family as defined in section 20.05.1).

- 20.11.4 Unused sick leave shall be cumulative to one hundred sixty (160) days limit.
- 20.11.5 The previously accumulated sick leave of a regular teacher who has been separated from the school system shall be placed to his/her credit upon his/her re-employment, and any regular teacher who transfers from one school system to another in Ohio shall be credited with the unused balance of his/her accumulated sick leave, provided it does not exceed the maximum available at the time of transfer.
- 20.11.6 Employees are to be notified of their cumulative sick leave total during the month of September each year or upon request at other times.
- 20.11.7 The Board will grant once to each employee as much as ten (10) additional sick leave days without loss of pay to a teacher who has exhausted his/her accumulated sick leave under the provisions of Section 3313.19 of the O.R.C. In the event that this additional sick leave is utilized and the teacher returns to the employment of the Board, it shall be repaid at the rate of one and one-fourth (1 ¼) days for each month the teacher is under contract. In the event the teacher leaves the employment of the Board, a deduction for the additional sick leave shall be made from the teacher's final pay.
- 20.11.8 The teacher shall notify the Principal the evening before that he/she will be absent the next day. If this is not possible, the notification shall be given the next morning between 6:30-7:00. The day before the teacher is to return to class, he/she shall call the Principal's office before 3:00 P.M. if possible.
- 20.11.9 If an "emergency day" or holiday is called by the Superintendent on which the schools are closed occurs during a sick leave period, the teacher will not be charged with a sick leave day.
- 20.11.10 Any teacher whose personal illness extends beyond the termination of his/her accumulated sick leave shall, at his/her written request, be granted a leave of absence without pay for the duration of such illness, but not to exceed two (2) years. Section 3319.13 of the Revised Code shall prevail.
- 20.11.11 The provisions of this sick leave policy apply to all certificated/licensed employees of the Celina City Schools.

20.12 **Sick Leave Bank**

- 20.12.1 All current certified/licensed staff members may contribute one (1) day of their accumulated sick leave to a district-wide sick leave bank. The enrollment date deadline for the sick leave bank is October 15 of each year. The maximum contribution per certified/licensed staff member will be five (5) days.

- 20.12.2 If a certified/licensed staff member who was eligible at the inception of the sick leave bank chooses to join after the inception they must make up all days which they would have been assessed if they had joined when they were first eligible.
- 20.12.3 All newly hired certified/licensed staff members will be eligible to join by donating one day of their sick leave.
- 20.12.4 There shall be seven (7) members of the Sick Leave Bank Committee. The Association President will appoint three certified/licensed members and the Superintendent will appoint three (3) administrators. In addition, the Superintendent will act as the chairperson with one (1) vote.
- 20.12.5 Applications must be made by the certified/licensed member with the following information: nature of illness or injury; physician(s) diagnosis and prognosis of the illness or injury; projected date to return to work; explanation of previous leave usage; and any other pertinent information the applicant may wish to submit to the committee before a decision is made.
- 20.12.6 Maximum of twenty (20) days may be granted to an applicant per event. No certified/licensed member may be granted a total of more than forty (40) days from the sick leave bank.
- 20.12.7 Members of the bargaining unit may withdraw from participation at any time but any day contributed is not refundable.
- 20.12.8 Only members of the sick leave bank are eligible to receive sick leave bank benefits.
- 20.12.9 The Board of Education shall remit the regular salary to the sick leave bank member.
- 20.12.10 Sick Leave Bank days cannot be used in lieu of application for STRS disability.
- 20.12.11 Sick Leave Bank cannot be used if the certified/licensed member has applied for and been granted disability retirement.
- 20.12.12 The certified/licensed employee must have exhausted his/her own sick leave first, before being granted any days from the sick leave bank.
- 20.12.13 All information and reports relating to application submitted under this article will remain confidential.

- 20.12.14 The District Treasurer will notify the Sick Leave Bank Committee members and the Association President of the number of days accumulated in the sick leave bank annually.
- 20.12.15 All certified/licensed employees will be provided with an annual options form to indicate participation in the Sick Leave Bank. The forms will be forwarded to the Treasurer within the ten (10) working days for the enrollment date deadline.

ARTICLE 21.00 – PAY PERIODS AND DEDUCTIONS

21.01 Paydays

- 21.01.1 Salaries will be paid on the basis of twenty-four (24) equal installments paid on the 10th and 25th of each month.
 - 21.01.2 If a payday falls on a day that schools are scheduled to be closed (i.e., holiday or weekend), checks will be electronically deposited the prior business day prior to the day that schools are scheduled to be closed.
 - 21.01.3 Hourly earnings submitted to the Treasurer's Office during the current pay period will be included in the following pay period.
 - 21.01.4 Mandatory direct deposit of employee paychecks to the financial institution of the employee's choice shall be administered. All notifications of direct deposit shall be by electronic notification to an employee's school e-mail account. Notice of vacancies shall be made electronically to the same e-mail address at the time of the vacancy. The Board shall provide each employee with Web-based access to that e-mail account.
- 21.02 The first six (6) pay periods shall contain no deductions for Association dues. The amount of deduction for Association dues shall be divided among the remaining eighteen (18) pay periods. Direct bank deposit of pay by electronic means shall be mandatory for all teachers. Simultaneously with the deposit, teachers shall receive notice of the deposit, including the amount and all deductions. There will be twenty-four (24) deductions for insurance. When a regular pay day occurs within a vacation period during the school year, the pay day shall be advanced to the last day prior to the beginning of said vacation period, provided that not more than one pay period shall be advanced with respect to any vacation period.
- 21.03 Retiring teachers shall receive the balance of their pay on the first payday following retirement and shall not be eligible for District insurance benefits after their effective day of retirement with STRS. In lieu of insurance coverage, retirees shall receive a one-time lump sum payment equal to three (3) times the retiree's monthly cost for single coverage with STRS.

- 21.04 Teachers shall have the right to have their membership dues deducted for the Celina Education Association, Western Ohio Education Association, Ohio Education Association, and the National Education Association. Annual dues for membership in any of these organizations shall be deducted according to a plan agreed upon by the Board and the Association. Dues deduction requests shall be made in writing to the Treasurer of the Board between the fourth and fifth pay period. Payroll deduction authorization forms will be used.
- 21.05 All payroll deductions except Association dues and community charities must be filed at least nine (9) days prior to the first payroll period of the school year or at least nine (9) days prior to the first payroll after January 1. Deductions will be as equal as possible over the twenty-four (24) pay periods. Tax sheltered annuities and/or deposits at credit unions, banks, etc., must have enrollment procedures completed and submitted to the Treasurer at least one (1) week prior to the first payroll of the contract year.

ARTICLE 22.00 – FACULTY FACILITIES

Each school should have the following facilities:

- 22.01 Space should be provided in each classroom in which teachers may safely store instructional materials and supplies.
- 22.02 A workroom should be available during the school day as well as before and after school, containing adequate equipment and supplies to aid the preparation of instructional materials.
- 22.03 There should be adequate lunchroom facilities, teacher lounge and adequate restroom and lavatory facilities for teacher use.
- 22.04 Existing telephone facilities shall be made available to teachers for their reasonable use.
- 22.05 Adequate free parking facilities should be provided close to or adjoining the school.
- 22.06 Entry to and use of individual buildings for planning and preparation shall be arranged by the Principals. Keys will be provided upon request.

ARTICLE 23.00 – SALARY PLACEMENT AND RELATED PAY

- 23.01 **Proof of Training Level:** College training level and degree shall be substantiated by a transcript from an accredited college or university, or temporarily by an official grade report. Advancement from one training level to another shall be made at any time up to February 15 of the current school year, effective at the time qualifications are filed. It is the obligation of each teacher to promptly submit evidence of additional training.
- 23.02 **Training Levels:** Training levels for Celina Schools include non-degree, Bachelors Degree (B.A.), Bachelors Degree with at least 150 semester hours of accepted credit (5 years), Masters Degree in Education or related field (M.A.), Master Degree in Education or related field plus 30 semester hours of course work in education or related field after the conferring of the Masters Degrees by the college or university, and Education Specialist Degree.
- 23.03 **Experience Credit:** Years of experience outside the District may be recommended but no more than actually certified by the employee to the superintendent and at least five (5) years of qualified teaching service outside the District shall be granted. Placement on the salary schedule shall occur annually at the beginning of the school year. When total days of experience under contract total 120, employees shall be given credit for a whole year. When a part-time employee is subsequently hired on full time status, placement on the salary schedule shall be determined by the sum of the fractional years rounded to the nearest whole year. No employee shall be reduced on the salary schedule less than one-half (1/2) of his/her part-time placement when promoted to a full time position.
- 23.04 **Extended Service:** Extended service is a teaching or counseling duty performed prior to or after the normal school year. Extended service shall apply to teachers and counselors whom the Board hires to perform additional duties outside the school year. Extra pay per day of extended service shall be the per diem rate.
- 23.05 **Hourly Pay for Intervention Tutors, Home Instruction, Study Session Instruction, Saturday School and Summer School:** Per hour pay for intervention tutors, home instruction, study session instructions, and Saturday school classroom teachers will be Twenty-Four Dollars (\$24.00) per hour. (N.D., B.A., 5yr, M.A. or M.A.+30). Preparation time and pupil assessment are part of the hourly compensation. Hourly pay for summer school shall be Twenty-Four Dollars (\$24.00) per hour.
- 23.06 **Mileage Reimbursement:** A teacher who is required as a part of his/her job on a regular basis to use his/her own car for transportation in order to perform his/her duties shall be reimbursed at the current IRS rate per mile, when he/she must travel from one (1) building to another within one day, but not when he/she is assigned to one (1) building for the whole day.

23.07 **National Board Certified Teachers**

Teachers shall receive a one (1) time lump sum cash payment of Five Hundred Dollar (\$500.00) within thirty (30) days after the end of the school year in which they attained National Board Certification status if they have remained employed for the entire school year.

23.08 **Classroom Performance/Project Award**

If student performance in a classroom is significantly enhanced, the Superintendent, with Board approval, shall have the unilateral authority to grant up to ten (10) awards of up to One Thousand Dollars (\$1,000.00) each. Prior to receiving a Classroom Performance/Project Award, teachers must apply in writing, must document enhanced student performance, and must include their Principal's written endorsement with the application.

ARTICLE 24.00 – PROFESSIONAL GROWTH

24.01 During the period of this contract, and/or as long as the Federal Government requires and funds the "Highly Qualified Teacher" requirements, it is the intention of the Board to provide an additional incentive to insure the opportunity for all of our teaching staff to meet the requirements. The definition of a "Highly Qualified Teacher" provided by the State of Ohio and the Federal Government states that every teacher must be certified in the area in which he/she serves the district. Therefore, the District will reimburse those teachers striving to meet this requirement one hundred percent (100%) of the tuition costs upon successful completion of each course needed for that certification.

24.02 During the period of this contract, a teacher who earns graduate hours of credit in his/her major field or any approved educationally related field or area, in addition to his/her regular salary during the following contract year, will receive a stipend according to the following chart except as adjusted as defined in 24.03. No retroactivity for any present certified employee.

\$150.00/semester hour
\$100.00/quarter hour

The maximum reimbursement will be One Thousand Two Hundred Dollars (\$1,200) per individual, per school year. Reimbursement under Section 24.01 does not count towards reimbursement under Section 24.02.

24.03 The Board will be pay an annual aggregate maximum (FY04, FY05,) of forty thousand dollars (\$40,000) for classes taken during the preceding year. No payments will be made until after September 30 of the following year. If the total aggregate amount to be reimbursed based upon the total hours submitted by bargaining unit membership exceeds the annual aggregate maximum limit, the district will reduce the per hour reimbursement so that the annual aggregate maximum of Section 24.03 is not exceeded.

- 24.04 Part-time personnel governed by this contract shall receive a pro-rata percentage benefit based upon the employee's hours worked.

ARTICLE 25.00 – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

- 25.01 The Board and the Association agree that the provisions of the Local Professional Development Committee shall be as follows:
- 25.01.1 The Association shall appoint all bargaining unit members to all LPDC committees established by the State, County or District.
- 25.01.2 There shall be a majority of bargaining unit members on any LPDC committee established.
- 25.02 Celina City School's representatives on the LPDC committee shall be reimbursed by a stipend of \$500 per year for LPDC duties performed outside their normal work day.

ARTICLE 26.00 – ENTRY YEAR

26.01 **Resident Educator Program**

Purpose: The purpose of the Resident Educator Program is to provide a program of positive formal support including mentoring to foster professional growth of the individual and assessment of the performance of a teacher with a two-year provisional license. The Resident Educator Program and assessment examination does not replace the employment evaluation and is used exclusively for licensure determination.

26.02 **Resident Educator Committee Structure**

- 26.02.1 The Resident Educator Committee shall be comprised of representative district teachers (maximum of twelve [12]); district administrators (maximum of [4]); and the Curriculum Director. The Association shall select its representatives to their committee, and the superintendent shall designate the administrative representatives. A board-based support system shall be established for Resident Educators.
- 26.02.2 The Resident Educator Committee shall determine when, where and the number of meetings necessary to fulfill its purpose.

- 26.02.3 The Resident Educator Committee shall operate in accordance with the Teacher Education and Licensure Standards; Ohio Department of Education guidelines; all applicable laws and rules; and the present Celina Resident Educator Program until such time when the Ohio Department of Education requires individual districts to establish independent Resident Educator Programs.
- 26.03 **Release Time/Compensation:** A Two Hundred Dollar (\$200) stipend shall be awarded to each member of the Resident Educator Committee per school year.
- 26.04 **Mentors:** A teacher desiring to serve as a mentor for the Resident Educator Program shall have been employed in the district for a minimum of five (5) years. Final selection and assignment of the Resident Educator mentors shall be decided by the Resident Educator Committee.
- 26.04.1 Resident Educator Mentors will be paid Seven Hundred Fifty Dollars (\$750). AMP Mentors will be paid Two Hundred Dollars (\$200).
- 26.04.2 The Resident Educator Committee members shall establish the criteria for determining the most appropriate assignment of mentors to “mentees.”
- 26.04.3 The Resident Educator Committee shall determine the process by which the mentor or “mentee” may request a change in assignment.
- 26.05 **Training and Release Time – Mentors and Resident Educators:**
- 26.05.1 The employer shall provide and finance the committee members and mentors with the opportunity to attend Resident Educator Program training in order to establish and maintain an effective Resident Educator Program.
- 26.05.2 Required ODE mentor training will be funded by the employer.
- 26.06 **Confidentiality:** Mentors shall communicate directly with assigned Resident Educators “mentees” and shall hold all information in strict confidence. All interaction – written or verbal – between the mentor teacher and the Resident Educator “mentee” shall be confidential.*
- 26.06.1 No mentor shall participate in any informal or formal contractual evaluation of a Resident Educator.
- 26.06.2 No mentor shall be directed, required or requested to make any recommendation regarding the employment of a Resident Educator “mentee.”
- 26.06.3 *Assigned mentors shall be required to submit the appropriate documentation as defined within the requirements of the Celina Resident Educator Program (i.e., Mentor Application Form).

- 26.07 **Resident Educator Program Content:** The Resident Educator Committee shall oversee the development and implementation of all Mentor Programs.
- 26.07.1 **Resident Educator Program:** Resident Educator Program Teacher Committee members and mentors must attend required ODE mentor training. Mentees must successfully complete ODE requirements leading to the acquisition of their professional license.
- 26.07.2 **Alternate Mentor Program:** Alternative Mentor Program (AMP) is for certified licensed staff assigned in a new level, building, new content area or experienced staff new to the District. The Resident Educator Committee will make recommendations as to which staff members are eligible for an AMP Mentor and the staff member who will serve as the AMP Mentor. The final decision to grant a staff member an AMP Mentor is at the discretion of the Superintendent.
- 26.07.3 **Contract Evaluation:** The Resident Educator Program shall not replace employment evaluation. Evaluation of the Resident Educators shall be conducted in accordance with the provisions of the evaluation procedure contained in Article XI of this collective bargaining agreement and per applicable state laws.
- 26.08 **Length of the Program:** The Resident Educator Program shall be four (4) years per state guidelines.
- 26.09 **Workload:** The Curriculum Director and the affected building principals shall determine the appropriate number of release days that the assigned mentor shall be granted to work individually with Resident Educators in designated professional areas. The assigned mentor shall be responsible to make appropriate substitute teacher arrangements.
- 26.10 **Conflict Resolution:** If a conflict situation arises between a mentor and a Resident Educator and is not resolved between themselves, either party may make a request to the Curriculum Director for reassignment. The Curriculum Director and the building principal will then work cooperatively to make another appropriate assignment.

MENTOR REQUIREMENT CHART

Summary of Differences between the Two Programs:

Program	Resident Educator Mentorship	Alternate Mentorship (AMP)	Mid Year Entry (Over 2 Years)*
Contact Time	At least 40 hours	At least 20 hours	40 hours
Observation	2 each for a total of 4	1 each for a total of 2	2 each for a total of 4
Meeting with Lead Mentor	3	2	3
Stipend for Mentor <i>with</i> Resident Educator Training	\$750	\$200	\$750
Stipend for Mentor <i>without</i> Resident Educator Training	n/a	\$200	n/a??

*Give requirements assume the teacher will fall under the Resident Educator Program and not AMP. If the teacher meets the criteria for AMP, requirements will be adjusted accordingly.

ARTICLE 27.00 – INSURANCE

27.01 Benefit Plan Description and Benefits

The Benefit Plan description booklets are on file and available in the Office of the Treasurer. The plans will also be available on the insurance consortium web site. The District will offer to the employees covered by this agreement, unless otherwise excluded elsewhere in the agreement, the option to participate in any of the benefit plans for medical, dental, and prescription drugs as approved by the Mercer/Auglaize Employee Benefit Trust.

27.02 Selection of Insurance Coverage

All plans offered by the Mercer/Auglaize Employee Benefit Trust will be available to the bargaining unit members. Anyone who chooses a plan other than the Alternate Preferred Provider Organization Plan (PPO) shall pay the difference between the cost of that plan and the PPO in addition to the premium contributions.

The employee monthly premium contribution shall be seven and one-half percent (7.5%) of the premium for single or family coverage.

During each open enrollment period (November), every member of the employee group will be required to complete re-enrollment forms to maintain, change or decline the benefit plan(s). Selection will be required for medical, prescription drug and dental coverage.

27.03 Insurance for Part-Time Employees

All employees working less than 50% time in their position are not eligible to receive insurance benefits. All employees working more than 50% time, but less than full time in their job classification are eligible to receive said insurance benefits equal to the percent of contracted time (i.e., a 2/3 time will receive 67% benefit while contributing 33%). Cost for the employee will be per payroll deduction.

27.04 Spousal Employment within the District

If spouses are employed within the same bargaining unit, the following guideline for benefit plans will be used.

The District will pay according to the guidelines above for only the equivalent of two individual policies if there are no other dependents in the family. However, each employee may select an individual plan or he/she may jointly choose one family plan. If there are other dependents in the family, only one family plan will be allowed and no individual plan.

If spouses are employed within the district, but in other employment segments of the district, they will receive benefits governed by each agreement but in no case will the Board provide more than one family plan to the entire family.

27.05 **Medical Insurance Opt-Out Provision**

The Board will pay an employee within the bargaining unit fifteen percent (15%) of the Board's annual contribution toward the Preferred Provider Plan of the medical benefit plan at the rate in effect when no insurance was selected during the November open-enrollment period. The Board will not provide an opt-out payment to either spouse if both are employed within the bargaining unit and either is enrolled in a medical benefits plan.

The payment will be made during the following October prior to the next open enrollment period if the employee maintains his/her employment status with the district and the employee remains without the benefit plan until October 1.

Part time employees are eligible but the payment will be calculated based upon the percent of time under contract.

27.06 **Section 125 (Cafeteria Plan)**

A Section 125 cafeteria plan will be implemented.

27.07 **Life Insurance**

When requested, the Board will make available a forty thousand dollar (\$40,000) term life insurance policy for each bargaining unit member working five or more hours per day and working all days of the school year. Individuals working less hours and/or days will be entitled to a twenty thousand dollar (\$20,000) policy. Participating employees also have the option of purchasing additional life insurance, if such a procedure is permitted by the insurance carrier.

27.08 **Liability Insurance**

The Board will 1) provide general liability insurance, or 2) indemnify, defend, or hold harmless employees governed by this contract for acts or omissions occurring within the scope of employment and in the good faith belief that such conduct was lawful and in the best interest of the School District.

27.09 **Pre-Existing Conditions**

All pre-existing condition decisions shall follow Federal and State statute for newly hired.

ARTICLE 28.00 – FRINGE BENEFITS

- 28.01 **Workers' Compensation:** All employees of the Board are protected under the State of Ohio Workers' Compensation in cases of injury or death incurred in the course of, or arising out of their employment.
- 28.02 **Severance Pay**
- 28.02.1 The intent of the severance pay is to reward employees for accumulation of sick leave days. It is inherent in this plan that each sick day that is used by an employee while employed in the Celina City Schools will result in loss of revenues at rates of 25%, 20% and/or 15% of the employee's daily rate of pay at retirement. For the purpose of severance calculation, sick leave accumulation will be unlimited.
- 28.02.2 Each day of accumulated sick leave shall be paid to the employee at the time of retirement (STRS) according to the following formula:
- a. The first 160 days of accumulated sick leave will be payable at the rate of 25% of the per diem rate.
 - b. The next 160 days of accumulated sick leave will be payable at the rate of 20% of the per diem rate.
 - c. All additional days shall be payable at the rate of 15% of the per diem rate.
- 28.02.3 Such payment shall be based on the employee's daily rate of pay, (exclusive of extra-duty assignments) at the time of retirement.
- 28.02.4 Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accumulated by the employee at this time. Such payment shall be made only once to any employee.
- 28.02.5 Only those employees whose effective date of retirement with their respective state retirement system is no later than one hundred twenty (120) calendar days after the last paid day of service with the Celina City Schools shall be eligible to be paid for such accumulated but unused sick leave credit.
- 28.02.6 Payment for this accumulated unused sick leave credit shall be made within sixty (60) calendar days after the employee's STRS retirement date.
- 28.02.7 Severance pay is only payable to an employee upon service retirement, however, any employee disabled a minimum of five (5) years will be able to collect severance pay according to this section.

28.02.8 A new employee to the Celina Schools may have a maximum of one hundred sixty (160) days transferred to the severance account.

28.02.9 If an employee desires to opt for early retirement in accordance with O.R.C. Section 3307.35, the employee forfeits his/her right to severance pay.

28.03 **Retirement Contributions**

28.03.1 All certificated/licensed persons governed by this section shall participate in the State Teachers Retirement System (STRS). Both the Board and the employee shall be liable for contributions with employee deducts on their regular payroll check.

28.03.2 The Board shall pick-up (assume and pay) contributions to the STRS in accordance with the salary reduction method at a rate established by the STRS for employee contributions.

28.04 **Early Retirement Incentive:** The Board of Education shall participate with the STRS in allowing teachers to opt for early retirement in accordance with Revised Code Section 3307.35.

28.04.1 **Eligibility Requirements**

- a. Employee must be a full-time employee.
- b. Employee must be a member of STRS at time of application.
- c. Employee must be at least 50 years old by the retirement date or the termination of this plan.
- d. The employee must be eligible for STRS service retirement or qualify for service retirement with the purchase of retirement incentive credit.

28.04.2 **Effective Date of Plan:** The early retirement incentive plan will remain in effect from July 1, 1998, and shall continue for the life of this Agreement.

28.04.3 **Early Retirement Benefits – Notice and Application:** The Board of Education will purchase, for all eligible employees who make application in accordance with the provision of the plan and the applicable regulations of the State Teachers Retirement System (STRS) one (1) year of retirement service credit. Eligible employees who desire to participate in the plan must submit written notice of intent to retire by completing the teacher portion of the State Teachers Retirement Form ER1-2 and by submitting it to the Treasurer of the Celina City Schools. Such employees will submit completed State Teachers Retirement Form A-1(A) requesting State

Teachers Retirement System to estimate retirement benefits available under the plan. Retirement must be completed no less than ninety (90) days after the employee is notified of the purchase of additional service credit by the Board of Education.

28.04.4 Sunset Clause: As of April 30, 2014, the Early Retirement Incentive provision will no longer be made a part of the negotiated Master Agreement. Any application made prior to April 30, 2014, will be honored.

28.05 Optical Expense Reimbursement: The Board will reimburse vision expense documented by receipts for all employees and their spouse and dependent children. Receipts will be reimbursed Two Hundred Dollars (\$200) per employee annually between January 1 and December 31.

ARTICLE 29.00 – RE-EMPLOYMENT OF A TEACHING RETIREE

29.01 Eligibility: A teacher shall be determined “retired” under this agreement when he/she has been approved for service retirement by the State Teachers Retirement System. Because a teacher may only retire once, a retired teacher who resigns his/her position under this Agreement will not be considered to have retired again, and is therefore not eligible for further severance pay.

29.02 Length of Day/Part-Time Status: The length of day will be determined by the classification of teaching employee as determined in Article 14.02 of the master agreement. A retired teacher employed on a part-time basis will be paid on a pro-rated salary based upon the teacher’s assignment and in accordance with Article 14.02.

29.03 Length of Contract: The retired teacher’s contract will be a one (1) year limited contract that automatically expires at the end of the school year. Said contract shall be exempt from O.R.C. §3319.11 and §3319.111.

29.04 Experience Step/Factor: Any retired teacher employed by the Celina City School District Board of Education will be paid at the ten-year experience step for their current educational degree level. If the retired teacher is re-employed in subsequent years, he/she will remain at the ten-year step but will receive the benefit of any negotiated base salary increase.

29.05 Fringe Benefits: The retired teacher will not be eligible for Board paid benefits other than group term life insurance. However, the retired teacher may purchase the Board’s dental and/or prescription coverage through payroll deduction. In the event that STRS discontinues offering health insurance, the Board shall provide health insurance according to provisions contained in the master agreement.

- 29.06 **Sick Leave and Retirement Contributions:** The retired teacher may again accrue sick leave (starting from 0 days) at the same rate as other teachers in the system. The Board of Education will make STRS employer contributions for the retired teacher in accordance with STRS rules and state law.

ARTICLE 30.00 – REGULAR AND SUPPLEMENTAL SALARIES

- 30.01 **Regular Salary:** The BA-0 Base Salary shall be Thirty-Two Thousand Five Hundred Thirty-Six Dollars (\$32,536) for the period September 1, 2013, through August 31, 2015. The salary schedule and index appear in Article 31 of this Agreement, respectively. In year one of the contract (2013-2014 school year), teachers will receive one step on the salary schedule. Those teachers not eligible for a step will receive a cash bonus equivalent to a one percent (1%) increase. This step also applies on the same terms to advancement on the Supplemental Salary Schedule in Article 32. Bonuses will be paid on the first pay period in December as a lump sum for both years of the contract.
- 30.02 **Extra Duty Salaries:** The supplemental salary classification schedule (Schedule B) appears in Article 31 of this Agreement. The supplemental salaries shall be increased the same percentage as increases to the BA-0 base salary.
- 30.02.1 When a change from one classification to another takes place on Schedule B that does not involve a change in position, the accrued experience shall be granted in the new classification.
- 30.02.2 All supplemental contracts for teachers are issued for a period of one year and expire automatically and without the necessity of nonrenewal or other Board of Education action.
- 30.02.3 The superintendent will notify any teacher holding a supplemental contract of his/her intentions to let the contract expire without his/her recommending renewal by April 30 each year.
- 30.03 **Fair Share Fee:** The Celina Board agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the United Education Profession from the pay of all bargaining unit members who elect not to become members of the United Education Profession or who elect not to remain members.
- 30.03.1 The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check off of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.
- 30.03.2 Payroll deduction of such fair share fees shall begin in the second paycheck in January.

- 30.03.3 Dues rates and fair share fee rates shall be transmitted by the Association to the treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
- 30.03.4 The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit member for whom all such deductions were made, the period covered, and the amounts deducted for each.
- 30.03.5 Upon timely demand, non-members may appeal to the Association the payment of the fair share fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.
- 30.03.6 Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the United Education Profession, unless the Association notifies the treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.
- 30.03.7 The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
- 30.03.8 The Board shall give a ten (10) day written notice for any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
- 30.03.9 The Association shall reserve the right to designate counsel to represent and defend the employer. The Board may designate its own counsel at its own expense to assist in the defense. The Board may at any time elect to waive the right of indemnification and provide its own defense.
- 30.03.10 The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not appease the Association or its affiliates' application to file briefs amicus curiae in the action.
- 30.03.11 The action brought against the Board must be a direct consequence of the Board's good faith compliance with the fair share fee provision of the collective bargaining agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

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

ARTICLE 31.00 – SALARY SCHEDULES

31.01 CELINA CITY SCHOOLS SALARY SCHEDULE 2013-2015
 BASE SALARY \$32,536

<u>STEP</u>	<u>NON-DEG</u>	<u>B.A.</u>	<u>5 YEAR</u>	<u>M.A.</u>	<u>M.A. +30</u>
STEP 0	\$28,307 0.870	\$32,536 1.000	\$34,651 1.065	\$36,766 1.130	\$38,881 1.195
STEP 1	\$29,218 0.898	\$34,033 1.046	\$36,213 1.113	\$38,426 1.181	\$40,638 1.249
STEP 2	\$30,129 0.926	\$35,530 1.092	\$37,775 1.161	\$40,085 1.232	\$42,395 1.303
STEP 3	\$31,040 0.954	\$37,026 1.138	\$39,337 1.209	\$41,744 1.283	\$44,152 1.357
STEP 4	\$31,951 0.982	\$38,523 1.184	\$40,898 1.257	\$43,404 1.334	\$45,909 1.411
STEP 5	\$32,862 1.010	\$40,020 1.230	\$42,460 1.305	\$45,063 1.385	\$47,666 1.465
STEP 6	\$33,773 1.038	\$41,516 1.276	\$44,022 1.353	\$46,722 1.436	\$49,423 1.519
STEP 7	\$34,684 1.066	\$43,013 1.322	\$45,583 1.401	\$48,382 1.487	\$51,180 1.573
STEP 8	\$35,595 1.094	\$44,510 1.368	\$47,145 1.449	\$50,041 1.538	\$52,937 1.627
STEP 9	\$36,506 1.122	\$46,006 1.414	\$48,707 1.497	\$51,700 1.589	\$54,694 1.681
STEP 10	\$37,417 1.150	\$47,503 1.460	\$50,269 1.545	\$53,360 1.640	\$56,450 1.735
STEP 11	\$38,328 1.178	\$49,000 1.506	\$51,830 1.593	\$55,019 1.691	\$58,207 1.789
STEP 12	\$38,328 1.178	\$50,496 1.552	\$53,392 1.641	\$56,678 1.742	\$59,964 1.843
STEP 13	\$38,328 1.178	\$50,496 1.552	\$54,954 1.689	\$58,338 1.793	\$61,721 1.897

<u>STEP</u>	<u>NON-DEG</u>	<u>B.A.</u>	<u>5 YEAR</u>	<u>M.A.</u>	<u>M.A. +30</u>
STEP 16	\$38,328 1.178	\$50,496 1.552	\$56,516 1.737	\$59,997 1.844	\$63,478 1.951
STEP 20	\$38,328 1.178	\$50,496 1.552	\$58,077 1.785	\$61,656 1.895	\$65,235 2.005

*Teachers new to the District shall receive an additional Three Hundred Dollars (\$300.00) in their first year for use in establishing a classroom environment.** Teachers with an educational specialist's degree will receive an additional \$1,000.

ARTICLE 32.00 – SUPPLEMENTAL SALARY SCHEDULE/INDEX

CELINA CITY SCHOOL DISTRICT
EXTRA DUTY CLASSIFICATION SCHEDULE B

CLASS I

1. Athletic Trainer – All Sports Responsibility
2. Head Varsity Football
3. Head Boys Varsity Basketball
4. Head Girls Varsity Basketball
5. Channel 6 Coordinator
6. In-School Weightlifting

CLASS II

1. Head Varsity Baseball
2. Head Varsity Softball
3. Head Varsity Track
4. Head Boys Soccer
5. Head Girls Soccer
6. Head Varsity Volleyball
7. Head Varsity Wrestling
8. High School Yearbook Advisor
9. Marching Band Director

CLASS III

1. Assistant Varsity Football
2. Assistant Boys Varsity Basketball
3. Assistant Girls Varsity Basketball
4. JV Boys Basketball
5. JV Girls Basketball
6. Head Cross Country
7. Weight Coordinator
8. Head Swimming
9. Head Junior Class Advisor
10. Head Instrumental Music
11. Scholastic Bowl Advisor
12. Head Boys Tennis
13. Head Girls Tennis

CLASS IV

1. Head 9th Grade Football
2. Head 8th Grade Football
3. Head 7th Grade Football
4. Head 9th Grade Boys Basketball
5. Head 9th Grade Girls Basketball
6. Head 8th Grade Boys Basketball
7. Head 8th Grade Girls Basketball
8. Head 7th Grade Boys Basketball
9. Head 7th Grade Girls Basketball
10. Assistant Varsity Baseball
11. JV Baseball
12. Middle School Baseball
13. 9th Grade Baseball
14. Head Boys Golf
15. Head Girls Golf
16. Assistant Varsity Girls Softball
17. JV Girls Softball
18. Middle School Girls Softball
19. Assistant Varsity Track
20. Head Middle School Track
21. Middle School Cross Country
22. Assistant Boys Tennis
23. Assistant Girls Tennis
24. Assistant Boys Soccer
25. Assistant Girls Soccer
26. JV Boys Soccer
27. JV Girls Soccer
28. Assistant Varsity Volleyball
29. JV Volleyball
30. 9th Grade Volleyball
31. 8th Grade Volleyball
32. 7th Grade Volleyball
33. Assistant Wrestling
34. Head Middle School Wrestling
35. Assistant Swimming
36. Varsity Cheerleader Advisor
37. High School Student Council Advisor
38. High School Musical
39. Choral Music
40. Assistant Marching Band
41. Strings
42. Dance Team Advisor

CLASS V

1. Assistant 9th Grade Football
2. Assistant 8th Grade Football
3. Assistant 7th Grade Football
4. Assistant Middle School Track
5. Assistant Middle School Wrestling
6. Color Guard Advisor
7. Assistant Junior Class Advisor
8. Future Business Leaders Advisor
9. High School Autumn Theatre Director
10. Assistant Instrumental Music
11. Percussion

CLASS VI

1. High School Intramurals
2. Middle School Intramurals
3. Assistant Cheerleader Advisor
4. Middle School Cheerleader Advisor
5. Middle School Yearbook Advisor
6. High School Drug & Alcohol/SADD Advisor
7. Middle School Student Council Advisor
8. High School Autumn Theatre Assistant Director
9. Assistant High School Musical
10. Middle School Musical
11. Assistant Middle School Musical
12. Intermediate Musical
13. High School Musical Set Design
14. Senior Class Advisor
15. National Honor Society Advisor
16. Middle School Newspaper
17. Literary Magazine Advisor
18. Mock Trial Advisor
19. Future Teachers of America Advisor
20. Middle School Scholastic Bowl Advisor

CLASS VII

1. Middle School Drug/Alcohol Advisor
2. Intermediate Student Council Advisor
3. Special Olympics Advisor
4. Assistant Mock Trial

CLASS VIII*

1. Intervention Assistance Team
2. Tri Star Vocational Club
3. Grade Level Chairperson
4. Department Chairperson (A)
5. Department Chairperson (B)
6. Middle School Team Leader
7. CIS Cluster Member

* Regardless of years experience

Celina City School District
 32.01 Supplemental Salary Schedule, 2013-2015
 Base Salary \$32,536

<u>YEAR</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>	<u>Class VI</u>	<u>Class VII</u>
YEAR 0	\$7,484 0.2300	\$4,230 0.1300	\$3,254 0.1000	\$2,441 0.0750	\$1,790 0.0550	\$1,139 0.0350	\$489 0.0150
YEAR 1	\$8,297 0.2550	\$4,556 0.1400	\$3,579 0.1100	\$2,685 0.0825	\$1,985 0.0610	\$1,302 0.0400	\$651 0.0200
YEAR 2	\$9,111 0.2800	\$4,881 0.1500	\$3,905 0.1200	\$2,929 0.0900	\$2,180 0.0670	\$1,465 0.0450	\$814 0.0250
YEAR 3	\$9,111 0.2800	\$5,206 0.1600	\$4,230 0.1300	\$3,173 0.0975	\$2,376 0.0730	\$1,627 0.0500	\$977 0.0300
YEAR 4	\$9,111 0.2800	\$5,532 0.1700	\$4,556 0.1400	\$3,417 0.1050	\$2,571 0.0790	\$1,627 0.0500	\$977 0.0300
YEAR 5	\$9,111 0.2800	\$5,857 0.1800	\$4,881 0.1500	\$3,661 0.1125	\$2,571 0.0790	\$1,627 0.0500	\$977 0.0300
YEAR 6	\$9,111 0.2800	\$6,182 0.1900	\$5,206 0.1600	\$3,661 0.1125	\$2,571 0.0790	\$1,627 0.0500	\$977 0.0300
YEAR 7	\$9,111 0.2800	\$6,508 0.2000	\$5,206 0.1600	\$3,661 0.1125	\$2,571 0.0790	\$1,627 0.0500	\$977 0.0300

CLASS VIII

<u>POSITION</u>		
Intervention Assistance Team	0.0750	\$2,441
Department Head A	0.0471	\$1,533
Department Head B	0.0328	\$1,068
Grade Level Chairpersons	0.0471	\$1,533
Intermediate Cluster Members (per cluster)	0.0471	\$1,533
Middle School Team Leaders (per team)	0.0471	\$1,533
Tri Star Vocational Clubs	0.0300	\$977

ARTICLE 33.00 – ELECTRONIC GRADING REPORTS

- 33.01 Sufficient time and training shall be provided to each teacher in the event grades are kept or transmitted electronically.
- 33.02 Teachers are not responsible for mistakes in grades caused by faulty technology.

ARTICLE 34.00 – SERVICE DAYS FOR SPECIAL EDUCATION TEACHERS

- 34.01 Special education teachers shall have a minimum of three (3) service days for teachers Grades 9-12 and two (2) service days for teachers Grades K-8.
- 34.02 Any General Education teacher primarily affected by IEP/IAT/504 planning conducted during the regular school day shall receive adequate release time for collaboration, development, and revision of plans prior to meetings as approved by Director of Student Services and Instruction.

ARTICLE 35.00 – TECHNOLOGY COMMITTEE

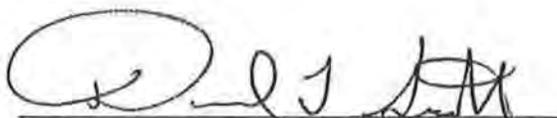
Technology shall be addressed through the Employee Council, in accordance with Section 17.02 of the Negotiated Agreement.

ARTICLE 36.00 – DURATION

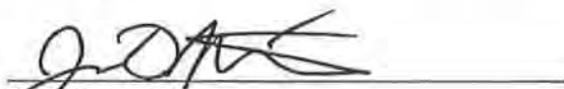
This Contract shall be in full force and effect from 12:01 p.m. on September 1, 2013, to 12:00 midnight on August 31, 2015.



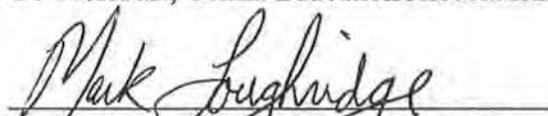
President, Board of Education



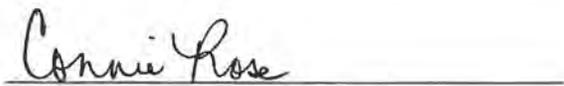
Co-President, Celina Education Association



Superintendent



Co-President, Celina Education Association



Treasurer

STATE OPERATING STANDARDS ON CLASS SIZE

The Board agrees to comply with Operating Standards for Ohio's Schools Serving Children with Disabilities.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into by and between the **CELINA EDUCATION ASSOCIATION** ("Association"), and the **CELINA CITY SCHOOL DISTRICT BOARD OF EDUCATION** ("Board") for the purposes of eliminating appendices B, C, and D from the negotiated agreement and adding Speech Pathologist evaluation forms to the negotiated agreement.

WHEREAS, the Evaluation Committee has developed evaluation procedures based on OTES guidelines and agreed to use evaluation forms outlined in the OTES model designed by the Ohio Department of Education; and

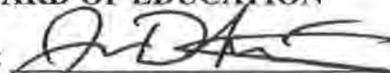
WHEREAS, the OTES evaluation forms are not applicable for the evaluation of Speech Pathologists and appropriate evaluation forms have been created and approved; and

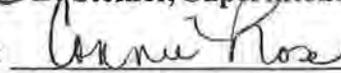
WHEREAS, there is a mutual desire by the Association and the Board to remove appendices B, C, and D from the negotiated Master Agreement and add the Speech Pathologist Evaluation forms to the Master agreement.

NOW, THEREFORE, in consideration of the mutual promises as set forth herein, the parties agree as follows:

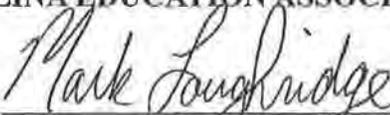
1. Replace appendices B, C, and D with this MOU
2. Any reference in the Master Agreement to appendices B, C, and D are null and void
3. OTES Teacher evaluation forms have been approved by the Evaluation Committee and will be the evaluation forms used for all teacher evaluations.
4. The approved Speech Pathologist Evaluation forms will be added to the Master Agreement and will be placed at the end of the appendices.
5. The Board and the Association hereby acknowledge, agree, and understand that the terms and conditions of this Memorandum of Understanding shall only apply to the matters contained herein and that all parties further acknowledge, agree and understand that nothing contained herein shall be construed or utilized as "past practice" or "precedent setting" in any related or unrelated, current or future grievance, arbitration, litigation or matter of contract interpretation involving the Celina City School District Board of Education, the Association and the Teachers.
6. This Memorandum shall constitute the full and complete understanding of the parties concerning this matter and any amendments or modifications shall be in writing and signed by the parties.
7. By signing this Memorandum, the Association and the Board hereby acknowledge that they accept all the terms and conditions of this Memorandum of Understanding.

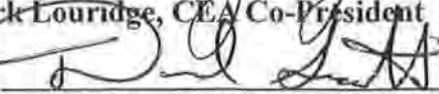
**CELINA CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

By: 
Jesse D. Steiner, Superintendent

By: 
Connie Rose, Interim Treasurer

CELINA EDUCATION ASSOCIATION

By: 
Mark Louridge, CEA Co-President

By: 
David Scott, CEA Co-President

**CELINA CITY SCHOOLS
SCHOOL COUNSELOR PERFORMANCE EVALUATION**

(Note: The following format is contingent on a functional job description for school counselors. The sections are based on major job responsibilities and may vary from building to building).

Counselor: _____ Date: _____

Administrator: _____

In each of the nine (9) categories, rate the counselor with the following scale:

- AS = Area of strength: the counselor excels in this area, going above and beyond expectations (Include a detailed description of exactly what the counselor accomplished and how student competencies were met/exceeded because of his/her effort.)
- P = Proficient: the counselor performs the work in this area in a professional manner
- AW = Area of weakness: the counselor has a need for improvement (Include a detailed description of the perceived deficit and suggestions for improvement.)

1. ____ Implements the school counseling curriculum.
2. ____ Works with teachers and parents to meet the needs of students through the development of academic, personal, social and career awareness activities.
3. ____ Counsels small groups and individual students.
4. ____ Counsels with teachers, staff, and parents regarding meeting the development needs of students.
5. ____ Refers students with critical needs, in consultation with their parents, to appropriate community resources.
6. ____ Participates in activities that contribute to the effective operation of the school.
7. ____ Advocates for all students.
8. ____ Plans, implements, evaluates, and revises the school counseling program.
9. ____ Demonstrates professional conduct and pursues professional growth.

Counselor signature

Administrator signature

Signing this appraisal indicates that the counselor and the administrator have discussed the information; signatures do not indicate approval of the contents.

Date for follow-up conference if deficits are noted _____

**Celina City School District
Summative Evaluation Form for Interpreter**

Name:

Date:

Position:

School:

S=Satisfactory U=Unsatisfactory N=Needs to Improve N/O=Not Observed

Section I	Professional/Personal Attributes	S	N	N/O
1.	Complies with policies of school	_____	_____	_____
2.	Cooperates with Administration	_____	_____	_____
3.	Cooperates/communicates with staff	_____	_____	_____
4.	Communicates with parents – written and oral	_____	_____	_____
5.	Accepts constructive criticism and guidance	_____	_____	_____
6.	Punctual	_____	_____	_____
7.	Maintains professional dress, manner, and language	_____	_____	_____
8.	Uses correct English – both verbal and written	_____	_____	_____
9.	Exhibits sound judgment	_____	_____	_____
Section II	Interpreter's Responsibilities	S	N	N/O
1.	Familiarizes self with the English vocabulary and the sign language vocabulary for each class/course	_____	_____	_____
2.	Notifies the appropriate person when away from the classroom or school	_____	_____	_____
3.	Sits or stands where the student can see the teacher, the interpreter, and any visual aids	_____	_____	_____
4.	Positions self in the best lighting	_____	_____	_____
5.	Interprets as accurately as possible all verbal instructions and classroom discussions	_____	_____	_____
6.	Visually cues student to indicate who is talking during class directions	_____	_____	_____
7.	Interacts with student in a professional manner	_____	_____	_____

Comments/Recommendations:

Interpreter Comments (optional)

Special Ed Director's Signature

Date

My signature indicates that I have read this evaluation, participated in the conference and received a copy of the evaluation. It does not necessarily mean that I am in agreement.

Interpreter's Signature

Date

CELINA CITY SCHOOLS
Evaluation Form for Professional Staff
School Nurse

Nurse's Name: _____ Date of Evaluation: _____

Current Assignment: _____ School(s): _____

Scoring Guide

AW* = Area of Weakness P = Proficient AS = Areas of Strength N/O = Not Observed
 *An Area of Weakness must be addressed in the Comments/Recommendations section.

Section A: Health Assessment and Referral

A1:	Maintains a confidential school health record for each pupil	AW	P	AS	N/O
A2:	Conducts appropriate health screenings	AW	P	AS	N/O
A3:	Obtains health history at kindergarten level	AW	P	AS	N/O
A4:	reviews existing medical and dental examination reports	AW	P	AS	N/O
A5:	Consults with school staff and other professionals regarding observations of pupil's health status	AW	P	AS	N/O
A6:	Informs appropriate school staff of health information on a "needs to know" basis	AW	P	AS	N/O
A7:	Interprets the significance and nature of health issues and assists the pupil and parent to assume responsibility for obtaining care	AW	P	AS	N/O
A8:	Maintains and interprets information about available health care resources and encourages appropriate contact with the agency/provider	AW	P	AS	N/O
A9:	Follows up referrals for professional care and school adjustments are made as needed	AW	P	AS	N/O
A10:	Is sensitive to multi-cultural, socio-economic and gender differences of students/families	AW	P	AS	N/O

Section B: Illness and Injury

B1:	Assesses each students immunization status and works with parents/principal to comply with state laws	AW	P	AS	N/O
B2:	Follows state and local recommendations and guidelines regarding communicable diseases	AW	P	AS	N/O
B3:	Screens pupils as needed for nuisance problems according to current and appropriate practices	AW	P	AS	N/O
B4:	Respects students' feelings/needs in regard to nuisance issues	AW	P	AS	N/O
B5:	Maintains student/family confidentiality while providing support/resources on health issues	AW	P	AS	N/O
B6:	Provides inservices as necessary for school staff regarding care of illness, injury, medications and control of communicable diseases	AW	P	AS	N/O
B7:	Reviews current Emergency Medical Authorization forms for health issues	AW	P	AS	N/O
B8:	Provides for safe and adequately supplied clinics	AW	P	AS	N/O
B9:	Supervises medication administration in accordance with Nurse Practice Act, Ohio Revised Code and school board policies	AW	P	AS	N/O
B10:	Periodically reviews and recommends changes if needed in policies and procedures related to medical and dental emergencies	AW	P	AS	N/O

Section C: Health Education and School Environment

C1:	Serves as a member of the curriculum committee	AW	P	AS	N/O
C2:	Provides sources for health related information and resource materials	AW	P	AS	N/O
C3:	Participates in classroom health instruction when knowledge and skills of a health professional are indicated	AW	P	AS	N/O
C4:	Provides health/wellness related inservices for school staff	AW	P	AS	N/O

Appendix G (cont.)

C5:	Monitors accident reports to determine hazardous practices for locations of accidents	AW	P	AS	N/O
C6:	Participates in periodic review of school environment	AW	P	AS	N/O
C7:	Consults with appropriate people/community agencies where specific hazards exists	AW	P	AS	N/O
C8:	Identifies potential factors/situations that interfere with the learning process	AW	P	AS	N/O
C9:	Discusses/reviews alternatives for resolution of the problem with appropriate staff	AW	P	AS	N/O

Section D. Special Needs

D1:	Assists in the identification of students with chronic illnesses and works with other staff to determine school adjustments as needed	AW	P	AS	N/O
D2:	Assists school personnel toward understanding child abuse/neglect to assure that these students and families receive appropriate services	AW	P	AS	N/O
D3:	Assists the staff in understanding the handicapped student's special needs	AW	P	AS	N/O

Section E. Professionalism

E1:	Strives to maintain student/staff confidentiality	AW	P	AS	N/O
E2:	Is cognizant of school district/building policies and procedures	AW	P	AS	N/O
E3:	Evaluates and works to improve school health service programs	AW	P	AS	N/O
E4:	Participates in professional and community organizations concerned with students/family health	AW	P	AS	N/O
E5:	Maintains high standards of professional and ethical practice	AW	P	AS	N/O
E6:	Assumes personal responsibility for professional growth and continuing education	AW	P	AS	N/O
E7:	Maintains current registered nurse licensure	AW	P	AS	N/O
E8:	Maintains current school nurse certification	AW	P	AS	N/O

Comments/Recommendations:

Concluding Evaluator Remarks (if applicable):

Nurse Comments (optional):

Evaluator's Signature

Title

Date

My signature indicates that I have read this evaluation, participated in the conference and received a copy of the evaluation. It does not necessarily mean that I am in agreement.

Nurse's Signature

Date

I. SPEECH/LANGUAGE THERAPY**A. Planning and Preparation**

Circle One

- Demonstrates knowledge of the normal development of communication skills
- Demonstrates knowledge of speech and language disorders/delays
- Individualizes a therapy plan specific to student's communication needs
- Designs long term goals and short term objectives that are clear and measurable
- Determines clear objectives for each therapy session
- Utilizes or designs appropriate materials, resources, activities and techniques to accomplish objectives and motivate students

1 2 3 4 NA

Comments:**B. SLP/Student Relationships**

Circle One

- Demonstrates the ability to gain respect and cooperation from students
- Demonstrates positive attitude and openness to students
- Personalizes the instructional program to accommodate student's learning

1 2 3 4 NA

1 2 3 4 NA

1 2 3 4 NA

Comments:**C. Student Management**

Circle One

- Creates a stimulating, organized, and productive environment for learning
- Establishes procedures that elicit appropriate student responses during different types of activities
- Demonstrates the flexibility to adjust and personalize instruction (therapy) as needed for student success
- Maintains a disciplined environment by monitoring student behavior and stopping inappropriate behavior promptly and consistently, while maintaining the dignity of the student

1 2 3 4 NA

Comments:**D. Instructional Time/Presentation**

Circle One

- Demonstrates awareness of student skills, abilities, and learning styles
- Utilizes direct therapy time efficiently
- Provides activities which develop critical thinking and problem solving abilities
- Implements appropriate activities based on student's age and needs

1 2 3 4 NA

1. Accomplished

2. Proficient

3. Developing

4. Ineffective

NA Not Applicable

Comments:

E. Evaluation/Reporting

Circle One

- Conducts required screening in compliance with child find procedures
- Uses a variety of assessment tools appropriately
- Completes evaluations within a reasonable amount of time
- Writes reports clearly and concisely
- Develops and maintains appropriate records
- Communicates effectively during team/IEP meetings, conferences, and other meetings

1	2	3	4	NA
1	2	3	4	NA
1	2	3	4	NA
1	2	3	4	NA
1	2	3	4	NA
1	2	3	4	NA

Comments:

F. Monitoring Student Performance

Circle One

- Maintains appropriate data to measure and assess student progress
- Meets deadlines for required paperwork and reports

1	2	3	4	NA
1	2	3	4	NA

Comments:

II. Interpersonal/Professional Responsibilities

A. Communicating with Families

Circle One

- SLP participates in school activities and processes for parent communication
- SLP provides information to parents about the instructional, behavioral, and attendance program and the student's progress on a regular basis
- SLP responds to parent concerns in a professional manner

1	2	3	4	NA
1	2	3	4	NA
1	2	3	4	NA

Comments:

B. Maintaining Accurate Records

Circle One

- SLP's system for maintaining information on student completion of assignments, student progress, behavior, and attendance is effective

1 2 3 4 NA

Comments:**C. Contributing to the School and the District**

Circle One

- SLP maintains professional working relationships with staff including supervisor
- SLP cooperates with colleagues to fulfill school required duties
- SLP participates in school events when assigned (e.g. Open House)
- SLP actively and constructively participates in and makes a contribution to school or district projects

1 2 3 4 NA

Comments:**D. Shows Professionalism**

Circle One

- SLP shows respect for students, parents, peers and administration by being punctual and prepared for class, work and meetings
- SLP shows respect for students, peers, parents and administration through his/her words and actions
- SLP participates in activities that will enhance his/her professional skills
- SLP addresses and/or reports student language, bullying, harassing, hostile, prejudicial or belittling statements and/or behaviors
- SLP follows the policies, regulations, and procedures of the school district

1 2 3 4 NA

Comments: