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**MASTER CONTRACT**

**BETWEEN THE**

**CLYDE-GREEN SPRINGS EDUCATION ASSOCIATION**

**AND THE**

**CLYDE-GREEN SPRINGS BOARD OF EDUCATION**

**JULY 1, 2014 THROUGH JUNE 30, 2016**

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## ARTICLE I - NEGOTIATIONS INSTRUMENT

### A. Preamble

Recognizing that providing a high quality education for the children of the Clyde-Green Springs Exempted Village Schools is the paramount aim of this school district, and that good morale in the teaching staff is necessary for the best education of the children, we do hereby declare that:

1. The Board of Education, under law, has the final responsibility of establishing policies for the district.
2. The Superintendent and his staff have the responsibility of carrying out the policies established.
3. The professional teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

The Clyde-Green Springs Exempted Village School Board also recognizes that the best interest of public education will be served by establishing procedures to provide an orderly method for the Board of Education and representatives of the Clyde-Green Springs Education Association to discuss matters of mutual concern and to reach a mutually satisfactory agreement of these matters.

Attainment of objectives for the educational program of the Clyde-Green Springs Exempted Village School District requires mutual understanding and cooperation among the Board, the Superintendent, his staff, and the teaching personnel. Therefore, free and open exchange of views is desirable and necessary with all parties participating in deliberation leading to determination of matters of mutual concern.

### B. Recognition

1. It is recognized that:
  - a. Teaching is a profession requiring the possession of specialized educational qualification.
  - b. The success of the education program depends upon the services of qualified and competent teachers who are reasonably satisfied with conditions under which their services are performed.
  - c. Teachers have the right to join or to refrain from joining any organization for their professional or economic improvement and for the advancement of public education.
2. The Clyde-Green Springs Exempted Village Board of Education (the "Board") recognizes the Clyde-Green Springs Education Association, (the "Association" or the "CGSEA") an affiliate of the Ohio Education Association (OEA), Northwestern Ohio Education Association (NWOEA) and the National Education Association (NEA), as the sole and exclusive bargaining representative of all full-time and part-time certificated personnel employed by the Board under a regular teaching contract, excluding all substitutes, all auxiliary services personnel, all

non-bargaining unit members employed on a supplemental contract under Ohio Revised Code (ORC) 3313.53, and management level employees and supervisors as defined in Chapter 4117 Ohio Revised Code, for the purposes of collective bargaining as defined in Chapter 4117 Ohio Revised Code. Such recognition shall be deemed to include, but not by way of limitation, all regular and special classroom teachers, guidance counselors, librarians, tutors employed for twenty (20) hours or more per week, and speech and hearing therapists.

C. Subjects of Negotiation

Representatives of the Board and the Association will negotiate in good faith on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this collective bargaining agreement.

D. Requests for Negotiations

A written request for negotiations meetings will be submitted by the CGSEA President to the Superintendent or by the Superintendent to the President of the CGSEA. Request for negotiations shall be submitted between January 15 and March 1 of the year in which the contract terminates.

E. Meetings

1. Meetings between the Committee of the CGSEA and the Superintendent and/or his representatives will be scheduled for a mutually satisfactory time within fifteen (15) days after the date of the request for a meeting, unless a mutually satisfactory later date is agreed upon. These talks will be concluded within sixty (60) days unless a mutually satisfactory later date is agreed upon.
2. Each party may have up to five (5) representatives on their team. The parties will strive to avoid negotiating during the school day. However, if negotiations are scheduled to occur during the school day, Association team members will be provided release time to participate.
3. Relevant data and supporting information, proposals, and counterproposals will be presented. At the first negotiations meeting both parties shall submit in writing proposals in sufficient detail as to clearly indicate the specific changes each wants to make in the contract. After this initial meeting no new issue(s) shall be submitted unless mutually agreed to by both parties.
4. Consultants may be used if deemed advisable by either party.
5. During the period of consideration, interim reports of progress may be made to the CGSEA by its representatives and to the Board by the Superintendent.
6. If negotiations reach impasse, any release prepared for news media must be approved by both parties.
7. Up to two (2) observers may be present at negotiating sessions.

8. No action to coerce, censor, or penalize any negotiating participant representing the CGSEA or the Board shall be made or implied by any member of the CGSEA, the Board, or its representatives.

F. Agreement

1. Tentative agreement on negotiation items shall be reduced to writing and initialed by the representatives of each party, but such initialing shall not be construed as final agreement.
2. When agreement is reached on items being negotiated, a final written copy shall be given to the Association for ratification within fifteen (15) days and then to the Board for approval within fifteen (15) days of ratification.
3. When approved by both parties, the items shall constitute revisions in the Master Contract between the parties. There shall be two (2) copies of the final agreement which shall be signed on behalf of the parties. One (1) copy shall be retained by the Board and one (1) by the Association.

G. Impasse

1. In the event either of the parties declares impasse or in the event agreement is not reached on all items submitted for negotiations forty-five (45) days prior to the expiration of this collective bargaining agreement (unless the parties mutually agree in writing to a later date), a state of impasse shall be deemed to exist and all unresolved issues shall be submitted to mediation. Within ten (10) days of the declaration of impasse, or by a mutually agreed upon date, the parties will jointly request the Federal Mediation and Conciliation Service to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives either jointly or separately, and shall take such steps as he/she may deem appropriate to persuade the parties to resolve their differences and to effect a mutually acceptable agreement.
2. Should the parties be unable to reach agreement as the result of the mediation process as defined above, the impasse provisions of this collective bargaining agreement shall be deemed exhausted and members of the bargaining unit may exercise their right to strike pursuant to Ohio Revised Code 4117, provided however that the contract has expired and the ten-day notice has been filed pursuant to Ohio Revised Code 4117.
3. The parties agree that the mediation process as outlined above shall constitute a mutually agreed upon alternate dispute settlement procedure that supersedes the statutory procedures set forth in Section 4117.14 of the Ohio Revised Code.

## ARTICLE II - GRIEVANCE PROCEDURE

Any employee of the Board, with respect to his personal grievance, shall be assured freedom from reprisal in presenting his grievance.

### A. Definitions

Grievance: A claim by an employee that there has been a violation or wrong interpretation or misapplication of the master contract between the Board and the CGSEA.

Days: This term refers to all teacher work days except calamity days, Saturday, Sunday, and legal holidays. It is considered the maximum time unless extended by mutual agreement. All cases shall be handled in the most expeditious manner possible.

Party in Interest: The lodging of any grievance shall be the right of the employee and/or CGSEA. A grievance affecting more than one employee may be filed in class action by the CGSEA, and such grievance shall begin at the Superintendent's level (Step II).

### B. Procedure

Informal: Any employee of the Board who believes he has a problem should discuss it first with his building principal or other immediate supervisor. Most problems can and should be solved at this point.

#### Step I - Formal Discussion with Principal

When the informal procedure has failed to produce satisfaction, the grievant shall, within twenty-five (25) days from the time the grievance occurs, present the grievance in writing (see Appendix A) to the principal or supervisor. The grievant may receive the assistance of the CGSEA at any step. The principal or supervisor shall arrange for a meeting to take place with the grievant within five (5) days of receipt of the grievance. The principal or supervisor shall communicate his decision in writing to the grievant, the CGSEA, and the Superintendent within three (3) days after the meeting.

#### Step II - Formal Hearing with Superintendent

If the action taken in Step I does not satisfy the grievant, it may be appealed to the Superintendent of Schools. Such appeal must be in writing and be submitted within five (5) days following the decision of the previous step. The Superintendent shall request reports from the principal, shall confer with the parties, and attempt to resolve the matter quickly but in not more than five (5) days he shall communicate his decision in writing to the grievant, the principal, and the CGSEA.

#### Step III - Meeting with the Board

If the disposition of the grievance at Step II is not satisfactory to the grievant, he may request a hearing with the Board following a review by the CGSEA. This request must be made within ten (10) days of the decision by the Superintendent. This request must be made in writing and the grievance and other related papers must be attached. The request shall be made through the Superintendent who will arrange a meeting of the

Board. The Board shall review the grievance and hold a hearing if requested. A decision in writing will be rendered within ten (10) days. The decision will be sent to the grievant, the CGSEA, and the principal or supervisor.

#### Step IV - Arbitration

If the decision of the Board is not satisfactory, and if the grievance is based upon a violation or wrong interpretation or misapplication of a provision(s) of the Master Contract between the Board and the CGSEA, the employee may, with the approval of the CGSEA, request the grievance be submitted for arbitration provided that such request for arbitration is submitted within thirty (30) days of receipt of the Board's decision. An arbitrator shall be selected in accordance with the voluntary rules and regulations of the American Arbitration Association.

A hearing shall be held for the purpose of permitting each party the opportunity of presenting its case regarding the grievance. The decision of the arbitrator shall be in writing and shall be rendered within fifteen (15) days following the conclusion of any necessary hearing(s), or the filing of post-hearing briefs, whichever is later, to the Board and the CGSEA. The decision of the arbitrator shall be final and binding upon both parties to this agreement.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this contract.

#### C. General

1. There shall be no reprisals taken against any procedural participant.
2. The administration and the CGSEA will cooperate to furnish necessary data during the procedure.
3. Time limits may be extended by mutual agreement.
4. Any cost or expense will be borne by the party that incurs the expense, except where the costs are incurred in securing and utilizing the services of an arbitrator. This cost shall be equally shared by the Board and the grievant.
5. Forms on which to make written grievance are available from all building representatives and principals. Such forms when filed, a copy shall be given to the grievant, principal and/or immediate supervisor, Superintendent, and the president of the CGSEA.
6. If no response to a grievance is made within the stipulated time limits, the teacher may, within ten (10) working days of the deadline for such response, file the grievance at the next step.
7. All participants in all steps of this grievance procedure shall be exempt from discipline, coercion, harassment, or intimidation because of such participation.
8. If the Grievant does not file a grievance within twenty-five (25) days from the time the grievance occurs, then the grievance shall be considered waived.

9. Any grievance not appealed from the written disposition of the Board's representatives in any of the steps of the grievance procedure within the times and in the manner specified herein shall be considered as having been accepted by the unit member and the Association on the basis of the disposition last made and shall not be eligible for further appeal.
  
10. A grievance may be withdrawn at any level by the Grievant. Neither the Grievant nor the Association is permitted to re-file the same grievance once it has been withdrawn. Should the same issue arise again, the filing of a subsequent grievance shall not be prohibited merely due to the fact that a prior grievance had been withdrawn.

## ARTICLE III - EMPLOYMENT PRACTICES

### A. Assignments/Vacancies/Transfers

1. Vacancy shall be defined as a new or existing bargaining unit position which will be open for one (1) school year or longer and that the Superintendent intends to fill. The Superintendent may choose to involuntarily transfer or reassign a certificated individual instead of filling the vacancy. A position shall not be considered a vacancy, however, until it has been offered to all properly-certificated individuals on the restoration list as provided for in the "Staff Reduction Policy" in this contract.
2. Vacancies will be posted in the following manner:
  - a. When a vacancy occurs all certificated staff will be notified by Instant Alert as to the vacancy. It is the employee's responsibility to ensure that his/her Instant Alert account is up to date. A hard copy of the vacancy will be mailed to the Association president.
  - b. If a position is posted, an may be granted an interview for the position, at the Superintendent's discretion, if a request for an interview is made in writing within ten (10) days of receiving the Instant Alert.
  - c. All extra duty vacancies will be posted by sending an Instant Alert message. Any employee interested in the extra duty position should contact the Superintendent's office in writing or via e-mail within ten (10) days of the date of the Instant Alert message.
3. Vacancies will be considered to be filled on the basis of area of certification/licensure, experience, overall teaching performance, seniority as defined in Article III, Section M. 9. and/or legal requirements.

Whenever an employee's request for a posted vacancy is not granted, the teacher will be notified by the Superintendent, and/or his designated representative, and the reasons for the decision as soon as the decision is made.

4. An annual tentative assignment statement for the subsequent school year will be given to each employee on or before the last day of school. If a change in teaching assignment (building and/or subject or grade level) is anticipated for the succeeding school year, the affected change in assignment will be made only after consultation between the employee(s) and the Superintendent. In making changes in teaching assignments, Certification/licensure, experience, seniority, overall teaching performance and/or legal requirements will be considered. Involuntary transfers shall not be made in an arbitrary or capricious manner.

As long as the Superintendent complies with this article, nothing herein shall be construed as limiting the Superintendent's authority to reassign professional staff members under Section 3319.01 of the Ohio Revised Code.

5. When a position will be and/or becomes vacant because of retirement, resignation, death or unpaid leave of absence (including Family and Medical Leave) for a period of at least sixty (60) work days, but for less than one (1) school year, the above posting requirements shall not apply. Such position shall be filled, however, by a

properly certificated individual who shall be subject to all salary, benefits, and conditions of employment as outlined in the Master Contract between CGSEA and the Board. The employee hired to fill such a temporarily vacant position shall be deemed to be a bargaining unit member throughout the entire period he/she is employed to fill a temporary vacancy. Involuntary transfers of current teaching staff shall not be made without consultation between the transferred employee and the Superintendent.

Individuals employed under this section shall be employed under a limited contract which shall expire at the date listed on the contract. The provisions of Article III, B and Article III, J shall not apply to individuals employed under this section. This section shall not apply to positions being filled whenever employees who have retired, resigned, or are on leave are receiving compensation.

This section is to be read in conjunction with Article V, Section H, Pay Periods.

B. Evaluations

1. The purposes of the evaluation process are the following:
  - a. To maintain and improve classroom instruction.
  - b. To clarify the performance expectations of the individual as determined by the administration and state standards.
  - c. To establish work goals.
  - d. To make evaluations adhere to state standards.
  - e. To provide means for administration to direct improvement.
  - f. To provide the employee with the ultimate responsibility for performance.
2. Ohio Teacher Evaluation System.

The Board, in consultation with the District's Student Learning Objectives (SLO) Committee, shall adopt a standards-based teacher evaluation policy that conforms to the framework for the evaluation of teachers developed by the Ohio State Board of Education. The SLO Committee shall include CGSEA leadership, District and building administration and volunteer teachers who have received SLO professional development training.

The standards-based teacher evaluation policy outlined in this Section applies to all employees employed under a teacher licensed issued under Section 3319 of the Ohio Revised Code or under a professional or permanent teacher's certificate issued under former Section 3319.222 of the Ohio Revised Code and who spend at least fifty-percent (50%) of the time employed providing student instruction excluding teachers who provide student instruction to less than six (6) students. Unless otherwise changed by law, each evaluation shall result in an effectiveness rating of: "Accomplished," "Skilled," "Developing," or "Ineffective." Changes to these ratings will take place in the school year following the effective date of the change. An effectiveness rating is based upon the following two categories: 1) Teacher Performance and 2) Student Growth Measures. The percentage of a teacher's evaluation which will be attributed to teacher performance shall be determined in accordance with Ohio law, and the percentage attributed to multiple measures of student growth, shall be determined by the District's SLO Committee, in accordance with Ohio law.

a. Evaluators.

Evaluations shall be completed by a credentialed evaluator. If the credentialed evaluator is not a District employee, the evaluation shall be conducted in consultation with a District administrator.

b. Teacher Performance.

Evidence observed, collected, or provided during the formal or informal observation process or otherwise will combine to produce a score on the OTES, Teacher Performance Evaluation Rubric. Teacher Performance shall be determined through a holistic process based upon the following Ohio Standards for the Teaching Profession:

- i. Understanding Student Learning and Development and Respecting the Diversity of the Students they Teach;
- ii. Understanding the Content Area for which they have Instructional Responsibility;
- iii. Understanding and Using Varied Assessment to Inform Instruction, Evaluate and Ensure Student Learning;
- iv. Planning and Delivering Effective Instruction that Advances Individual Student Learning;
- v. Creating Learning Environments that Promote High Levels of Learning and Student Achievement;
- vi. Collaborating and Communicating with Students, Parents, Other Educators, District Administrators and the Community to Support Student Learning and
- vii. Assuming Responsibility for Professional Growth, Performance and Involvement.

c. Evaluation Procedures.

- i. Unless Ohio law reduces these evaluation requirements, such evaluation shall consist of at least: 1) two (2) formal observations of at least thirty (30) minutes each and 2) periodic classroom walkthroughs by the evaluator. Evaluators shall conduct at least one (1) periodic classroom walkthrough per grading period excluding the final grading period and shall provide feedback for that classroom walkthrough. Evaluators may conduct additional periodic classroom walkthroughs. Evaluators shall not be required to provide feedback for such additional classroom walkthroughs. Evaluations shall be complete by the first day of May of the applicable school year and the teacher shall have access to the results of the evaluation by the tenth day of May.
- ii. Unless Ohio law reduces these evaluation requirements, teachers who are under consideration for nonrenewal and with whom the Board has entered into a limited contact or an extended limited contract under Section 3319.11 of the Ohio Revised Code shall have at least one (1) evaluation consisting of at least three (3) formal observations.

Evaluators shall conduct at least one (1) periodic classroom walkthrough per grading period excluding the final grading period and shall provide feedback for that classroom walkthrough. Evaluators may conduct additional periodic classroom walkthroughs. Evaluators shall not be required to provide feedback for such additional classroom walkthroughs. Evaluations shall be complete by the first day of May of the applicable school year and the teacher shall have access to the results of the evaluation by the tenth day of May.

- iii. Teachers not evaluated in accordance with paragraph (i) or (ii) above shall be evaluated at least the number of times during a school year as required by Ohio law, and/or according to each teacher's most recent effectiveness rating and contract status.

d. Observations.

In addition to observations, the formal observation process may include: 1) a Pre-observation conference; and 2) a Post-observation conference. Pre- and post-observation conferences shall be required for those teachers who are under consideration for non-renewal, who are not employed under an extended limited contract, or are on an improvement plan. All evaluation data will be entered into eTPES and shared with the employee within fifteen (15) days of the observation. If conducted, the evaluator shall schedule the post-observation conference within fifteen (15) work days of the observation. Failure of the teacher to appear at the post-observation conference shall permit the observation and evaluation process to be completed without the teacher's attendance, unless an extension is provided by the principal. The principal shall take into account extenuating circumstances. The informal observation process shall include classroom walkthroughs.

e. Student Growth Measures.

Student Growth Measures (SGMs) will comprise the percentage of the teacher's evaluation as determined by the District's SLO Committee, in accordance with Ohio law. The SGMs utilized to evaluate a particular teacher within the OTES framework will vary depending upon the grades and subjects taught. Value-Added Data and/or Approved Vendor Assessment Data must be taken into consideration when available. For grades and/or subjects without Value-Added or Approved Vendor Assessment Data, Local Student Growth Measures, including, SLOs shall be used. The Board's standards-based teacher evaluation policy shall establish Local Student Growth Measures. The Board's policy shall also detail the weight which each SGM (i.e., Value-Added Data, Approved Vendor Assessment Data and/or Local Student Growth Measures) will have on a teacher's SGM rating. Data will be converted to a score in one of three levels of student growth: 1) "Above"; 2) "Expected"; and 3) "Below."

f. Overall Rating.

The Teacher Performance Evaluation Rubric rating and the SGM data will be combined using the Ohio Department of Education eTPES System to

determine an overall effectiveness rating. The following effectiveness ratings: Ineffective, Developing, Skilled and Accomplished shall be considered comparable for purposes of Reduction-in-Force.

g. Professional Growth and Improvement Plans.

Each teacher must develop either a professional growth plan or improvement plan in accordance with the Board's policy. Teachers who meet Above-Expected levels of student growth must develop a professional growth plan. Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator from the Board-approved list. Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the credentialed evaluator.

h. One (1) copy of the teacher's final summative shall be printed and placed in the teacher's personnel file.

3. Evaluation System (OTES Inapplicable).

Unless Ohio law changes, this Evaluation System applies to employees who do not spend at least fifty percent (50%) of the time employed providing student instruction. Any change will be effective in the school year following the effective date of the law.

a. As part of the evaluation process, there will be both observations and evaluations as defined below:

i. Observation

A work setting observation of the staff member at work in order to critique one's performance shall be conducted. Also included are day-to-day observations of staff members, in the education setting. There shall be no officially adopted observation form. An administrator, when conducting an observation, should take into consideration the following situations: the day before or after a holiday recess, the day after an absence due to illness, or the first or last days of a marking period.

ii. Evaluation

A summation of observations recorded on the Performance Evaluation Form (see Appendix C).

b. Evaluation will be done by a building or central office administrator and will be based on the criteria outlined in the job description which is attached hereto as Appendix B. Each evaluation shall consist of observations totaling no less than thirty (30) minutes. All evaluations shall be conducted on the forms which are attached hereto as Appendix C.

In all cases, the period of time between the completed evaluation and the evaluation conference shall not exceed ten (10) work days. Any

unsatisfactory rating shall be accompanied by a written explanation which shall include written suggestions by the administration for correcting any deficiencies which have been cited. The ultimate responsibility for correcting any noted deficiencies shall rest with the employee.

- c. Employees shall be evaluated once per school year. The evaluation shall consist of two (2) formal observations and may consist of periodic walkthroughs by the evaluator. Employees who are under consideration for nonrenewal shall have three (3) formal observations and may consist of periodic walkthroughs by the evaluator. Evaluations shall be complete by the first day of May and the employee shall receive the results of the evaluation by the tenth day of May.
- d. One (1) copy of the evaluation shall be sent to the Superintendent for placement in the employee's personnel file, one (1) copy to the employee, and one (1) copy will be placed in the employee's building file. Observation notes may be included on the evaluation form. An employee, by his or her signature on the evaluation forms, shall acknowledge that he or she has reviewed and discussed the report with the evaluator. The employee's signature shall not be interpreted to indicate agreement. The employee shall have the right and opportunity to submit, within ten (10) school days, a written rebuttal for attachment to the evaluator's report and such shall be placed in his or her personnel file.
- e. All of the above are minimum requirements. Additional evaluations may be done as needed.

#### C. Medical Examinations

The Board of Education may at times require a medical examination of an employee. When a medical examination is required of a staff member, the examination will be administered by a physician mutually agreed upon by the Board and the employee.

If the Board of Education and employee do not agree on a physician, the employee may be examined by the physician of his/her choice and the Board shall have the right to a second opinion from a physician of its choice.

The cost of any said medical examination(s) shall be at Board expense.

#### D. Personnel Files

1. A personnel file shall be maintained for each employee in the Superintendent's office, and such file shall be the only official file for the employee. Said file shall be maintained in accordance with Ohio and federal law. A request for access shall occur within a reasonable time. An employee may be accompanied by a representative of his/her choice at the time of a review of the individual's personnel file.
2. Any material directly related to an employee's contractual duties placed in the employee's personnel file shall be shown to the employee and a copy shall be provided for the employee to initial and date as verification of receipt. The

employee may write a rebuttal to any material which is to be placed in his/her file and such rebuttal shall be permanently attached to the material in question.

3. The employee shall have the right to answer any complaint or derogatory material and have the answer attached to the file copy. Anonymous letters or information shall not be placed in an employee's file nor shall any record be made of same.
4. An employee will be notified within a reasonable time of any request(s) to view the contents of his/her personnel file by anyone other than administrators, employees, Board members, or agents of the Board, unless such review is in conjunction with an investigation of the employee by an outside entity.
5. If an employee disputes the accuracy, relevance, timeliness or completeness of information contained in the file, he/she may request the Superintendent to investigate the current status of the information. Within a reasonable time, the Superintendent and/or his designee shall undertake such investigation and shall notify the employee of the results of the investigation and the action, if any, the District plans to take with respect to the disputed information. The Superintendent and/or his designee shall expunge any information that he/she cannot verify or that he/she finds to be inaccurate, irrelevant, or untimely.
6. Each employee shall have the right to request removal from his/her personnel file of any material that is at least five (5) years old. If removed, said material shall be placed in a separate file, unless the material is to be destroyed in accordance with the District's records disposal policy. Materials placed in a separate file may still be used by the Board for discipline of an employee. This subsection shall not apply to evaluation forms and attachments.

E. Board Policy

Clyde-Green Springs Board Policy is available online through the District's website, [www.clyde.k12.oh.us/board.html](http://www.clyde.k12.oh.us/board.html).

F. Promotions

The Board may give consideration to qualified candidates from within its own staff of employees when filling vacancies on or above the teacher level.

G. Progressive Discipline

Disciplinary action shall be uniformly applied, using the principles of progressive discipline: verbal warning, reprimand, suspension without pay and termination. Disciplinary action shall be commensurate with the offense and/or misconduct.

Depending on the severity of the offense/violation for which discipline is deemed necessary, disciplinary action may be initiated at the discretion of the Superintendent or his designee at any step. Disciplinary actions may be imposed upon employees only for just cause.

No discipline, excluding verbal warning, shall be given to any employee until the employee has been issued a written statement of the charges against him/her and had an opportunity to respond to the charges in a disciplinary hearing. During such a

hearing, the employee shall have the right to be represented by an Association Representative or Labor Relations Consultant.

A verbal warning shall be administered in a private environment. An Association representative may be present if requested.

Verbal warnings shall not be subject to the grievance procedure. Reprimands and suspension without pay shall be disputed through the grievance procedure. The termination of a bargaining unit member's employment contract shall be in accordance with Ohio Revised Code Section 3319.16 and a hearing on the matter shall be governed by the procedures of Ohio Revised Code Sections 3319.16 and 3319.161.

H. Salary Grid

Salary information through an experience grid shall be furnished to the CGSEA upon request on or before November 15 of each year.

I. Teacher Contracts

Teacher contracts are to carry the number of teacher duty days required.

J. Termination of Contract or Non-Renewal of Contract

1. Termination of Contract ORC 3319.16

Contracts for teachers may not be terminated except for gross inefficiency or immorality; for willful and persistent violation of reasonable regulations of the Board of Education; or for other good and just cause.

The employee may request a hearing as outlined in the statute.

2. Non-Renewal of Contract

- a. When a teacher is performing his/her duties in an unsatisfactory manner, it is the responsibility of the employee's principal or supervisor to use the evaluation process as a means to assist the employee in attempting to bring about satisfactory performance. The ultimate responsibility for improvement rests with the employee.
- b. When, in the judgment of an administrator, an employee has unsatisfactory performance, the evaluation process shall be used to so inform the employee.
- c. When a recommendation to the Board will be made by the Superintendent to not renew an employee's limited contract, the employee shall be given the reason(s) in writing for such recommendation by certified mail or in person at least five (5) days prior to any official Board action being taken upon the Superintendent's recommendations.
- d. An employee who is notified that his/her contract will be recommended for non-renewal shall have the right to request, through the Superintendent, a meeting with the Board of Education. Such meeting shall occur prior to Board

action on the Superintendent's recommendation of non-renewal. The employee shall be entitled to have an Association representative present at this meeting.

- e. All action regarding the non-renewal of a limited contract will be concluded by June 1<sup>st</sup>. For the purpose of this subsection, posting of a written notice of non-renewal in the U. S. Mail by registered or certified mail to an employee's last known mailing address on or before June 1<sup>st</sup> shall constitute "notice" to the employee as provided for in Ohio Revised Code 3319.11.
- f. The failure to conform to this procedure shall be subject to the grievance procedure.
- g. The procedures listed herein shall supersede and take precedence over the requirements of Ohio Revised Code 3319.11 specifically as they relate to non-renewal of limited contracts.

K. Eligibility for a Continuing Contract

Members of the bargaining unit shall be considered for a continuing contract if they meet the conditions stipulated in ORC Section 3319.08 for the award of a continuing contract.

However, to be eligible for consideration for a continuing contract, an employee must have filed, or have applied for, a valid professional or permanent certificate and/or license with the Superintendent and made written notification to the Superintendent of his/her intention to apply for continuing contract status on or before November 1. This date is necessary to meet the evaluation requirements as set forth in Article III (B). The Board will award any continuing contract no later than its next regular May Board meeting following this filing. Nothing herein shall require the Board to grant a continuing contract during the unexpired term of a one (1) year limited contract nor shall the Board be prohibited from such action. Pursuant to ORC Section 4117.11, the language of this subparagraph K shall supersede and take precedence over any contrary state law on continuing contract.

L. Master Contract

Copies of the Master Contract shall be provided to all individuals represented by the CGSEA at the beginning of the school year or within thirty (30) days after the date of ratification by the Board and the Association, whichever is later. The CGSEA hereby agrees to provide the typists and editors for compiling the Master Contract and the Board hereby agrees to provide the materials for the Master Contract.

M. Staff Reduction Policy

The following procedures will govern the reduction of certified staff made necessary through decreased enrollment of pupils, return to duty of regular teachers after leave of absence, suspension of schools or territorial changes affecting the district, or the finances of the district:

1. Prior to any anticipated reduction, the Superintendent shall advise the Association as to why the reduction is deemed necessary, what teaching fields are to be affected, the extent of the anticipated reduction and will provide the Association at that time with a list of all employees in each affected teaching field. Those on

continuing contracts shall be listed first according to continuous service in the district, then, those on limited contracts shall be listed by continuous service in the district. In addition, for those on limited contracts, the inclusive dates of each limited contract shall be listed.

2. For any given school year a staff reduction necessitated by decreasing enrollment and/or financial reasons shall not exceed a combined total of eight (8) positions. Attrition shall be the first method of accomplishing a staff reduction, but attrition shall not be the only factor so long as the total positions reduced does not exceed eight (8) in any individual school year.
3. Any reduction in staff will first be accomplished through attrition insofar as it is possible to do so; i.e., the number of persons affected by a reduction in staff will be kept to a minimum by not employing replacements for employees who retire or resign. The employment of replacements for some positions may be necessary, however, in the event that employees in the system do not possess the necessary certification and qualification for a position that needs to be filled.
4. In the event further reduction in staff is considered necessary by the Board, such reduction will be first accomplished, insofar as practical, by non-renewing teachers whose limited contracts expire at the end of the school year preceding the school year for which the staff reduction is required. In the event that a limited contract teacher is non-renewed because of a staff reduction, the written notification of non-renewal and such teacher's personnel file shall clearly indicate that the action of non-renewal was because of a staff reduction.
5. In the event further reduction in staff is considered necessary by the Board of Education, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools. In making these recommendations, the Superintendent must reduce first bargaining unit members on limited contracts and then bargaining unit members on continuing contract within areas of certification/license.
  - a. Limited contract teachers shall be reduced first utilizing the following order:
    - i. Certification/Licensure within the affected teaching field.
    - ii. Comparable evaluations as defined in this Agreement.
    - iii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
  - b. Should the necessary reduction of teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
    - i. Certification/Licensure within the affected teaching field.
    - ii. Comparable evaluations as defined in this Agreement.
    - iii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract

teacher in the affected teaching field being the first to be suspended.

6. Effective with the 2014-2015 school year, comparable evaluations shall be defined as follows:
  - a. All Accomplished Rated Teachers will be deemed comparable to each other.
  - b. All Skilled Teachers will be deemed comparable to each other.
  - c. All Developing Teachers will be deemed comparable to each other.
  - d. All Ineffective Teachers will be deemed comparable to each other.
7. For teachers who are not subject to OTES, comparability will be determined by the Superintendent.
8. Teachers whose continuing contracts are suspended, shall have the right of restoration to continuing service status in the order of seniority of service in the district, if and when teaching positions become vacant or are created for which any of such teachers are or become qualified.
9. After restoration of teachers on continuing contracts in each teaching field affected, those teachers whose limited contracts were suspended shall be restored in the order of seniority of service in the district when and if teaching positions become vacant or are created for which any of such teachers are or become qualified.
10. After restoration of teachers whose limited contracts were suspended, those teachers whose limited contracts were non-renewed under this Staff Reduction Policy shall be restored in the order of seniority of service in the district when and if teaching positions become vacant or are created for which any of such teachers are or become qualified.
11. For purposes of this policy, seniority shall be defined as the total number of years of continuous service in the Clyde-Green Springs Exempted Village School District. Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave. Seniority shall start as of the date the Board acted to employ the teacher. In the case of more than one (1) teacher with the same date, seniority shall be determined by the date on which the teacher submitted a completed job application.
12. Rights of restoration, as set forth in paragraphs 8. and 9. above, for teachers whose limited contracts were suspended or non-renewed, shall commence at the time of suspension or non-renewal and shall continue through the next two (2) full school years.
13. Teachers on the restoration list (in accordance with paragraphs 8., 9., and 10. above) shall have the obligation to notify the Board of Education of their current mailing address. Notices of restoration shall be sent to the teacher's last known address by certified mail. Notice is complete upon proof of mailing. The teacher

shall notify the Board of Education within fifteen (15) days from the date of mailing of his or her availability for such position. Failure of such notice by the teacher within this time period is deemed to be a waiver of such teacher's rights of restoration under this policy.

14. During the restoration period, a teacher shall be eligible to have his or her insurance coverage continued, provided the teacher pays the premiums.
15. Administrative and supervisory personnel are excluded from the provisions of this policy.
16. Nothing herein shall preclude the Board of Education from taking action on the recommendation of the Superintendent to otherwise fail to renew the limited contract of any teacher in accordance with law.
17. Pursuant to ORC Section 4117.10, the language of this Staff Reduction provision shall supersede and take precedence over any contrary state law under ORC Section 3319.17.

N. Teacher Programs

1. Resident Educator Program

A Resident Educator Program shall be implemented in accordance with the Teacher Education and Licensure Standards, all applicable laws and rules and with the provisions of this section. A Resident Educator Mentor shall be assigned to each new teacher employed under a provisional license. A Mentor teacher shall be assigned to a teacher employed under certification standards who has no previous teaching experience. A teacher new to the District with prior teaching experience will be mentored by the building principal.

2. Mentor Teachers

- a. The responsibilities of mentor teachers shall be the following:

The diagnosing of needs and development of an assistance plan for each assigned inductee. Such plan shall focus on skill enhancement.

No mentor teacher shall participate in any informal evaluation of an inductee, nor make, nor be requested or directed to make, any recommendation regarding the continued employment of an inductee.

All interaction, written or oral, between the mentor teacher and the inductee shall be regarded with the same confidentiality as that represented by the attorney/client relationship and shall not be used by either the Board of Education or CGSEA in termination or non-renewal actions, unless the matter involves illegal and criminal activities. Any violations of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor without recourse to the grievance procedure or ORC 3319.16.

- b. The criteria for selection of mentor teachers shall be as follows:

A mentor teacher must have a minimum of three (3) consecutive years of teaching experience in the District and have current mentor training applicable to the needs of the mentee.

A mentor teacher must have demonstrated above average teaching performance, the ability to utilize a variety of instructional methods, and the ability to communicate with colleagues constructively. If the mentor fails to follow these tenets, the mentor shall be immediately removed without recourse to the grievance procedure or ORC 3319.16.

If possible, the mentor teacher must currently be teaching in the same area of certification as the inductee or have taught in said area in the last three (3) years.

- c. Compensation and Planning Time

Mentor teachers shall be issued a limited supplemental contract and be compensated in accordance with the provisions of the Extra Duty Salary Schedule.

During the first semester of a school year, the mentor teacher shall receive a minimum of two (2) periods of released time. Additional released time may be approved by the principal.

### 3. Resident Educators

- a. Training on the methods of assessment shall be provided to Resident Educators at no cost to the employee. Such training time shall be in addition to any other professional leave to which the Resident Educators may be entitled.
- b. No Resident Educator may be compelled to release information to the District regarding the Resident Educator's assessment nor may such information be used in the evaluation of the Resident Educator by school district administrators. Any documents pertaining to the Resident Educator Program and the Ohio Department of Education (ODE) assessment shall be confidential to the extent permitted by law.
- c. No later than six (6) weeks after the initiation of the resident mentor program, the Resident Educator may exercise the option to request a new mentor. If a new mentor is assigned, the former mentor shall have his/her supplemental terminated without recourse to the grievance procedure and ORC 3319.16. The new mentor shall receive a pro-rated share of the former mentor's supplemental salary.

- 4. All procedures pertaining to the posting and filling of mentor vacancies shall be followed.

O. Fair Share Fee

The Clyde-Green Springs Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the CGSEA/NWEOA/OEA/NEA, hereinafter referred to as fair share fee, from the pay of all bargaining members who elect not to become members of the Association or who elect not to remain members.

Payroll deduction of such fair share fees shall begin with the second pay period in January except that no deductions shall be made for newly-hired bargaining unit members until their second paycheck, which period shall be the required probationary period for newly-employed bargaining unit members. Such deductions shall continue through the remaining number of payroll periods for the current contract year.

Fair share fee rates shall be transmitted by the Association to the treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. The Board further agrees to accompany each such transmittal with a list of the names of bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

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 association membership dues less the amount previously paid through payroll deduction.

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

Implementation of this fair share fee provision shall begin in the second paycheck received in January, 1990, by bargaining unit members who have elected not to be members of the Association. The Association agrees to notify all such non-members of their right to become members of the Association during the month of September and to notify the treasurer of the Board by November 15 of all employees who elect not to become members of the Association.

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

P. Teacher(s) Not Employed with General Funds

Any teacher whose salary is paid from grant monies and not from the general fund shall be employed on a limited one-year contract of employment. Said contract shall automatically expire at the end of each school year without notice of non-renewal. Should the funding source be maintained for the next succeeding year, the position may be continued under the same conditions. Any teacher employed under this provision shall have all other rights granted under the Agreement. Pursuant to ORC Section 4117.10, this provision shall take precedence over and supersede the provisions of ORC Section 3319.11 as it relates to the non-renewal of limited contracts.

Q. OSHA Procedures For Discipline

1. Members of the bargaining unit who repeatedly violate safety rules, policies and regulations set forth by OSHA may be subject to this discipline policy. Discipline shall not be imposed unless for cause. This policy shall not apply to matters which are cause for termination or nonrenewal under the contract or Ohio law.
2. The overall goal of this policy is to discipline bargaining unit members under a system of progression, but the parties recognize that a violation may be of such a nature that progression is not possible and a suspension is the appropriate discipline.
3. The first violation of any safety rules, policies, etc. listed above shall result in the bargaining unit member receiving a verbal warning. Verbal warnings will be noted in the OSHA Safety File, but will not be placed in a member's personnel file.
4. If within eighteen (18) months from the date that the member was verbally warned, said bargaining unit member commits a safety violation of the same or similar kind, the administration may then give a written reprimand to the member within two (2) days of the offense. Said written reprimand shall be placed in the OSHA Safety File and the employee's personnel file. If the bargaining unit member commits a violation of the same or similar kind within eighteen (18) months of the written reprimand, then said bargaining unit member may be suspended without pay by the Superintendent of Schools for no more than three (3) work days.
5. Written reprimands and suspensions shall be subject to immediate and automatic appeal to expedited arbitration by an independent arbitrator, unless the bargaining unit member and Association agree in writing to waive the right to arbitration. Before a written reprimand and/or suspension may be issued, the appropriate administrator, bargaining unit member, and representative of the Education Association shall meet to discuss the appropriateness of discipline.
6. All records of suspension without pay shall be automatically removed from the personnel file twelve (12) months after being placed there, if the bargaining unit member has not violated a same or similar safety rule, policy, etc. during that period of time. Records of discipline shall be maintained in the OSHA Safety File in accordance with Federal Law.

R. Local Professional Development Committee

1. Purpose

A Local Professional Development Committee (LPDC) shall be established, and shall have the sole authority, to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

2. Term of Office

The term of office for members serving on the committee shall be two (2) years. Terms shall be staggered so that one half (1/2) of the terms expire annually. One half (1/2) of the initial appointments, therefore, shall be for three (3) years.

### 3. Committee Composition and Selection

The committee shall be comprised of three (3) teachers, one (1) principal, and one (1) other district employee.

The three (3) teacher members shall be appointed by the CGSEA President. The principal member and the other employee member shall be appointed by the Superintendent. Each party shall notify the other member of those appointed. These appointments shall be made on or before May 1 annually.

In the event of a vacancy, the committee member shall be replaced by the party making the original appointment.

### 4. Chairperson

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

### 5. Decision Making

Decisions shall be made by majority vote of the committee members present and voting.

### 6. Training

Teacher members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of the LPDC.

If the available training is during work hours, the committee members shall be given release time to attend. If the training occurs outside the regular workday or work year, members shall be paid at the hourly tutor rate for each hour involved. Said training shall be concluded prior to the start of the school year.

LPDC members shall be reimbursed for all actual and necessary expenses (such as registration, lodging, meals, etc.) incurred as part of the training, as per Board policy.

### 7. Meetings and Compensation

The LPDC shall meet as often as the members deem necessary to complete their work. Not later than September 10 each year, the committee shall post in each building its meeting schedule. Additional meetings may be scheduled as necessary.

Committee members shall be paid hourly tutor rate for committee work performed outside the regular workday or work year.

The LPDC may not charge a fee to the employees who come before the committee.

## 8. Appeals Process

Within thirty (30) days of publication of the Ohio State Department of Education regulations/guidelines on LPDC appeals, the CGSEA and the Board shall schedule a meeting to bargain the appeals procedure which will herein apply.

## 9. Amendments to Law

If ORC 3319.22 is amended and/or changed, the parties agree to meet and negotiate the necessary changes to comply with the law.

## S. Complaints About Teaching Staff Employees

1. Communication between the community and the school ideally should be such that most complaints may be resolved through personal conferences at the school level. Various avenues of contact between teacher, pupil, complainant, principal and other appropriate staff personnel should be pursued before using the formal procedures outlined below. If such conferences do not lead to understanding and resolution of problems involved, or the complainant chooses not to meet with the teacher, a complainant may pursue further action by presenting the building principal or Superintendent his/her complaint either verbally or in writing.
2. If discipline is not being considered by the building principal or Superintendent, a recommendation shall be made to the complainant to follow the District's chain of command by meeting with the teacher, building principal and then Superintendent. If the complainant refuses then the administrator may still consider discussing the matter with the teacher.
3. If discipline is being considered, the District shall follow the procedures set forth in Article III. G.

## T. Master Teacher Committee

### 1. Purpose

A Master Teacher Committee (MTC) shall be established, and shall have the sole authority, to oversee and review Master Teacher applications.

### 2. Term of Office

The term of office for members serving on the committee shall be two (2) years.

### 3. Committee Composition and Selection

The committee shall be comprised of three (3) teachers and one (1) other district employee. Teachers who hold the designation of Master Teacher will comprise the MTC when possible.

The three (3) teacher members shall be appointed by the CGSEA President. One (1) teacher shall initially serve a one (1) year term and two (2) teachers shall initially serve a two-year term. The other employee member shall be appointed by

the Superintendent. Each party shall notify the other member of those appointed. These appointments shall be made on or before May 1 annually.

In the event of a vacancy, the committee member shall be replaced by the party making the original appointment.

4. Chairperson

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

5. Operational Procedures

The Master Teacher Committee shall determine the time, location and number of its meetings. The committee members shall jointly establish its Plan of Operation for the appropriate designation of a Master Teacher including, but not limited to, the application and review processes, the dissemination of general information to Association members, and the appeal procedure, in keeping with information promulgated by the Ohio Department of Education. Decisions shall be made by majority vote of the committee members present and voting. No decision of the Master Teacher Committee is subject to the grievance procedure set forth in Article II.

6. Training

Teacher members of the MTC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of MTCs.

## **ARTICLE IV - LEAVES OF ABSENCE (Paid and Unpaid)**

### **A. Sick Leave**

#### **1. Entitlement and Accumulation**

Each employee shall be entitled to fifteen (15) days sick leave with pay, for each year under contract, which shall be credited at the rate of one and one-fourth (1-1/4) days per month. Unused sick leave shall accumulate to a maximum of two hundred fifty (250) days.

#### **2. Use of Sick Leave**

Employees may use sick leave for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the immediate family. If medical attention is required, the employee shall be requested to list the name and address of the attending physician after the third successive day of absence.

For illness in the immediate family, sick leave may be used on the same basis as for personal illness. Immediate family is defined as follows: father, mother, spouse, parents-in-law, child, sister or brother, or any other relative living under the same roof. (This shall not include permanent disability nor invalid care for other than the employee except on a short term or emergency basis.) For paternity and adoption reasons, up to five (5) days of accumulated sick leave may be used. Said days must be used within one (1) week from and inclusive of, the date of the event.

When the illness of a member of the employee's immediate family not residing in the same household requires the attendance of the employee, sick leave may be limited to five (5) days at one (1) time.

For deaths in the immediate family, sick leave may be used as needed for each such death. For this purpose, immediate family is defined as grandparents, grandchild, parents, parents-in-law, spouse, children, brothers or sisters, brothers or sisters-in-law, or any other dependent or relative living in the same household as the school employee.

For absence due to the death of a close friend or relative other than those enumerated in the above definition of "immediate family," a maximum of one (1) day annually of sick leave may be used. Additional days of absence shall be charged to personal leave or be unpaid.

If an employee exhausts all sick leave accumulation, accrued wages shall be paid out in the normal pay intervals until all accrued wages are exhausted. During this period, all benefits provided under the terms of this negotiated contract shall be continued.

### **B. Personal Business Leave**

Each full-time employee shall be entitled to three (3) days per year and each part-time employee will be allowed a proportional number of days absence during each school

year, without loss of salary, to transact personal business or to attend to affairs of a personal nature which cannot be conducted outside the regular school day. These days of absence shall not be deducted from the teacher's accumulated sick leave.

When all personal leave days or other applicable leaves have been exhausted, and where the need is due to circumstances beyond the control of the employee, the Superintendent may grant additional days of personal leave, provided the staff member explains the situation in writing.

The teacher shall inform his/her building principal or immediate supervisor of his/her intention to use these days at least twenty-four (24) hours before taking such leave, except in emergencies, in which case the employee shall notify the building principal or immediate supervisor at the earliest possible time so that a substitute may be secured.

The use of each of these three (3) days shall be on an unrestricted basis with no reason required to be given by the employee. The following restrictions shall apply to use of personal leave:

- a. Personal days will be scheduled on a first come, first served basis.
- b. A limit of five (5) teachers at Clyde High School and four (4) teachers at McPherson Middle School, four (4) teachers at Clyde Elementary School, and four (4) Green Springs Elementary School will be permitted to utilize a personal day on any given day.
- c. A teacher shall be entitled to use one (1) personal day per school year to extend a vacation or a holiday.
- d. Personal days may only be used during the last ten (10) days of student attendance for educational related activities.
- e. Requests for use of personal leave days in excess of the limits identified in b may be approved by the Superintendent for emergency situations or for situations that arise which are beyond the employee's control.

For each of the three (3) days of personal business leave not used at the end of each work year, an employee shall be entitled to accrue an additional day of sick leave for each day of personal business leave not used.

#### C. Professional Visitation

Each school building shall be assigned a number of days equal to one-half (1/2) the total number of full-time persons who regularly serve that building. The staff, in cooperation with the principal, would determine the usage of these days. The usage is to be based on the educational merit and probable benefit to the school district. A written report to the Superintendent is to be submitted within one week (following the visitation). Teachers may be asked to present an oral report to the Board of Education. Application must be made through the regular channels with one week's advance notice. Expenses for these days will be borne by the teacher applicant. Additional days may be granted or assigned by the Superintendent. This does not supersede the present professional conference policy.

D. Association Leave

A total of eight (8) days of leave shall be available each school year for use by CGSEA representatives for association business (including the OEA Representative Assembly). These days shall be in addition to any other type of leave to which an employee is entitled. Employees using association leave shall suffer no loss in pay. Substitute teachers, if hired, shall be provided at Board expense for each day of association leave utilized, but all other expenses are to be borne by the CGSEA or the individual.

Use of association leave shall be authorized by the CGSEA President. Such days may be taken as full or half days. Notice of use of association leave shall be in writing and shall be forwarded to the Superintendent at the earliest possible date but no later than forty-eight (48) hours in advance. No more than three (3) teachers shall be granted association leave on any one (1) school day.

E. Assault Leave

Notwithstanding the provisions of Section 3319.141 of the Ohio Revised Code, the Board will grant assault leave to covered employees absent due to physical disability resulting from assault under the following conditions:

Any certificated teacher who must be absent from his/her duties due to physical disability resulting from an assault while teaching or in school related activities, on or off the school premises, before, during, or after school hours, will be paid his/her full scheduled compensation for the period of such absence (subject to the limitations of the last paragraph). Assault shall be defined as an unlawful attempt or threat to injure another physically.

Before assault leave is granted, the teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, including the location and time of the assault, names and addresses of witnesses (if known) and a physician's statement as to the nature of the disability and its possible duration. The teacher shall choose his/her own physician. If doubt exists as to the validity of the claim, the Board or Superintendent may appoint an appeal physician at the Board's expense.

The Superintendent shall review the above-mentioned statement and make any further investigation he/she deems advisable. If, after the Superintendent's investigation and discussion of the matter with the teacher involved, the Superintendent determines that charges should be filed, the teacher shall file a complaint with the appropriate authorities. In any case, the teacher, acting in a personal capacity, may notify the police if he/she judges such notification to be warranted.

The maximum number of days that may be used per assault is twenty (20) days. Assault leave shall not be charged against sick leave earned or earnable by the teacher.

F. Leave of Absence (Unpaid)

A leave of absence for one (1) year shall be granted by the Board of Education to members of the teaching staff for the following purposes:

1. Personal illness
2. Physical or mental disability
3. Maternity/paternity/adoption
4. Military service

The Board of Education may, but shall not be obligated to do so, grant an unpaid leave for the following purposes if so recommended by the Superintendent:

1. Educational or professional purposes
2. Election to political office

An employee desiring such leave shall present, in writing, a request stating clearly the reason and purpose of the leave to the Superintendent. When the reason for the leave is personal illness or physical or mental disability, an employee shall also attach a doctor's statement.

The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave of absence because of physical or mental disability. When an unrequested leave is granted, the teacher may have a hearing on such unrequested leave of absence or its renewals utilizing expedited arbitration under Article II.

If a leave of absence is granted for personal illness or physical or mental disability, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.

Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention not later than May first.

Upon return from a leave of absence, a teacher shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Teacher(s) on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits:

1. the accrual of sick leave.
2. the accrual of personal leave.
3. payment for calamity day(s).

Contingent upon the procedures established by the insurance company(ies) providing the specific coverage, an employee shall be eligible to have any and all of his/her insurance coverage continued during an unpaid leave of absence, provided the employee pays the premium(s) for said coverage no later than the first day of each month.

Pursuant to ORC Section 4117.10, the language of this Leave of Absence (Unpaid) provision shall supersede and take precedence over any contrary state law under ORC Section 3319.13.

## G. Professional Conferences

Leaves will be granted for professional improvement of the employee and/or the school system to attend professional conferences upon the request of the individual and approval by the Superintendent. Leaves will be given due consideration and if the leave is denied, the employee will receive written reason(s) for the denial on the application form.

No individual employee may utilize more than three (3) such days in a given school year. These days may be used together or separately. To qualify under this policy, a conference, clinic, workshop, etc. must be directly-related to an employee's current teaching assignment. An employee who is employed on a supplemental contract for an extra-curricular duty may request one (1) of these days to be used for an educational purpose related to extra-curricular assignment. Additional days related to extra-curricular assignments may be requested. Any such additional days granted will be deducted from the employee's available personal leave or be unpaid.

Applications shall be made in writing as far in advance as possible but no later than ten (10) work days in advance of the leave. An agenda for the meeting must be submitted at least five (5) days in advance or approval for attendance will be cancelled. In addition to stating the date, place, and nature of the meeting, an estimate of expenses shall also be given. Applications shall be submitted to the principal. At the time approval is granted by the principal or Superintendent, the teacher shall be informed of the maximum amount of expenses to be reimbursed.

The following expenses shall be paid by the Board for those employees who receive approval to attend professional conferences:

- a. Travel by car is reimbursed at the rate currently approved by the Board of Education.
- b. Claims for lodging which must be accompanied by a receipt marked "paid". Items such as telephone calls, room service, pay TV, and tips are not reimbursable. The maximum amount reimbursable for overnight accommodations shall be seventy-five dollars (\$75.00) per day.
- c. Registration fees.
- d. Claims for necessary meals which must be accompanied by receipts. Tips and alcoholic beverages are not reimbursable. The maximum amount reimbursable for meals shall be twenty-five dollars (\$25.00) per day (breakfast - \$6.00, lunch - \$8.00, and dinner - \$11.00).
- e. Travel expenses other than by car, when approved by the Superintendent.

When an employee has been directed to attend a professional meeting by the Superintendent or by the building principal or when a professional leave is taken because of an extra-curricular responsibility, the day(s) in question shall not be deducted from the three (3) days referred to above.

In order to share the benefits of the conference with the Board of Education a short typewritten report should be submitted by each employee who attends professional

conferences on a form provided by the Board. This report shall be filed with the Superintendent within a week following the close of the conference.

Membership fees in organizations are personal and are the responsibility of the individual.

In order to receive payment for allowable expenses, the employee must submit the appropriate voucher and all pertinent receipts within a week following the professional day.

#### H. Family and Medical Leave

1. The parties agree to abide by the terms and provisions of the federal Family and Medical Leave Act of 1993. All benefits guaranteed by the act will be provided to employees covered by this Agreement and shall be in addition to any other benefits provided herein. Furthermore, the benefits of the FMLA are not intended to supersede or diminish any other leave provisions contained in this Agreement.
2. Each eligible employee is entitled to take and shall be granted up to a combined total of twelve (12) weeks of unpaid leave per contract year (July 1 through June 30). Eligible employees must give at least thirty (30) days written notice before taking leave, when the leave is foreseeable. Leave may be taken for the following situations:
  - a. a serious health condition of the employee that makes the employee unable to perform his/her job
  - b. the birth and first-year care of a child
  - c. to care for a child, spouse, or parent who has a serious health condition
  - d. the adoption or foster placement of a child.

The written application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family and Medical Leave Act if he or she requests a medical leave. Pursuant to the act, the employer may, at its expense, require a second medical certification by a medical provider of its choice.

3. The taking of intermittent leave, leave on a reduced leave schedule and leave near the end of an academic term shall be governed by federal law.
4. Eligible employees shall be those employees who have worked for the school district for at least one (1) year and who worked for at least 1,250 hours over the previous twelve (12) months.
5. Employees who take leave under this provision are entitled to the continuation of all group health insurance benefits during the period of leave. During this period of leave the Board shall pay the same premium contribution for group health insurance as would be paid by the Board if the employee were working.

6. Upon the employee's return from leave granted under this provision, the Board shall return the employee to the same position he/she occupied prior to the leave.
7. The taking of a leave under this provision shall not result in the loss of any employment benefit accrued prior to the date the leave commenced nor shall such leave affect the seniority of such employee, except that said employee shall not be entitled to advancement on the salary schedule for the period of absence.
8. Disputes under this article shall not be subject to the grievance procedure under Article II.

I. Jury Duty/Subpoenaed Witness

1. The Board will insure all bargaining unit members against loss of pay and/or benefits occasioned by a call to jury duty or as a subpoenaed witness. A subpoenaed witness, as used in this section, shall be for school-related business.
2. Should a bargaining unit member be called for jury duty or subpoenaed, he/she shall report same to the Superintendent. Bargaining unit members called for jury duty or as a subpoenaed witness shall be permitted to serve and will not be penalized in any way for doing so. They will receive full pay and/or benefits, if they endorse the check received from the court or pay the amount shown on their record slip.
3. While on jury duty or serving as a subpoenaed witness, bargaining unit members are required to report daily their schedule for the following day.

J. Military Leave

An employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or other reserve component of the Armed Forces of the United States, is entitled to a leave of absence from his/her respective duties without loss of pay for the time the employee is performing service in the uniformed services for periods of up to thirty-one (31) days, for the calendar year in which the employee is performing service in the uniformed services.

As used herein "calendar year" means beginning on the first day of January and ending on the last day of December. A "month" means 22-seven and one-half (7.5) hour work days or 165 hours within one calendar year. Except as otherwise provided, any bargaining unit member who is entitled to leave provided under this sub-article and who is called or ordered to the uniformed services for longer than a month, for each calendar year in which the employee performed services in the uniformed services, because of executive order issued by the President of the United States or an Act of Congress is entitled, during the period of absence, the lesser of the following:

1. The difference between the gross monthly wage or salary as an employee and the sum of the gross uniform pay and allowances (military pay) received that month.
2. Five Hundred Dollars (\$500.00).

No bargaining unit member shall receive payment under items 1 or 2 if the sum of the employee's uniform pay and allowances received in a pay period exceeds the employee's gross wages or salary as a teacher for that period. While a part-time bargaining unit member is eligible for a military leave of absence, a part-time bargaining unit member does not qualify for military leave compensation.

Each employee who is entitled to leave provided under this sub-article shall submit to the Superintendent a copy of the order authorizing the call-up order to the uniformed services or a written statement from the appropriate military commander authorizing that service, prior to the approval of the leave.

The employee shall further be entitled to a continuation of health insurance plan under the Clyde-Green Springs Board of Education policies during the period of such leave provided the employee pays his/her premium, if applicable, for a period up to four (4) years.

Upon expiration of such leave of absence, an employee will be restored to the employee's former position with seniority, status and pay, unless the circumstances of the School District have so changed as to deem this an impossibility, provided:

1. Application for re-employment is made within ninety (90) days after termination from active military service.
2. The bargaining unit member presents a certificate of satisfactory completion of service (Honorable Discharge).
3. The employee's period of active duty does not exceed four (4) years.

The Superintendent shall be notified at least two (2) weeks prior to requesting military leave, unless such leave is an emergency or unforeseeable.

A bargaining unit member is not eligible for military compensation for weekend training.

K. Catastrophic Sick Leave Donation Program

1. The Clyde-Green Springs Board of Education shall establish a Catastrophic Sick Leave Donation (CSLD) Program which will allow individual employees to donate one (1) day of sick leave to each eligible applicant per year.
2. To qualify for the CSLD Program, an employee must have experienced a personal catastrophic illness or injury, or his/her spouse or child must have experienced a catastrophic illness or injury, and the employee must have exhausted his/her sick leave, advanced sick leave, and all forms of paid leave. The CSLD Program cannot be used beyond the current contract under which the individual is employed, or beyond the end of the school year in which the application is made.
3. Applications for use of the CSLD Program will be considered on a case-by-case basis. A committee, composed of five (5) teachers, appointed by the Association, will determine by majority vote whether an applicant may receive donated sick leave days under the Program. If an application has been approved, the committee shall inform the Association's membership of its

decision and formally submit a request to the Association on behalf of the applicant for the donation of sick leave days. This is the only situation in which the committee may request the donation of sick leave days to the Program.

- a. The decision of the committee shall be final and binding upon an applicant. An applicant denied CSLD assistance shall have no right to appeal the committee's decision to the Superintendent or the Board of Education. Denial of an application is not subject to the grievance procedure.
- b. An applicant shall be awarded no more than twenty (20) days of sick leave per request. All requests are subject to the availability of donated sick leave days.
- c. Sick leave days that are donated but unused shall remain available for use by future applicants deemed eligible. If the number of unused sick leave days available to an applicant meets or exceeds the number of sick leave days the applicant has requested, the committee shall not submit a request to the Association for the donation of sick leave days, as provided in Paragraph 3. Sick leave days shall not be donated absent a request by the committee.
- d. An employee's donation of a sick leave day will remain confidential to the extent permitted by law and should be submitted to the District Treasurer on the proper form.
- e. Applicants must complete their application on the proper form and submit one copy to the Superintendent and one copy to the Association President. The form is available from the Superintendent's office and on the Clyde-Green Springs Exempted Village School District website.
- f. Donated leave may not be used for routine pregnancy, injuries related to drug or alcohol use, or a chronic injury/disease that is not life threatening or is easily manageable (e.g. high blood pressure, diabetes, etc.)
- g. Donated leave may not be used to increase retirement compensation or severance, nor shall it prevent or prolong an application for/receipt of disability retirement.
- h. No recipient of donated leave shall earn additional sick leave, personal days, or any other form of leave while using donated leave.
- i. An applicant shall provide medical documentation of the need for donated leave along with his/her application to the committee.
- j. Examples of a catastrophic illness or injury include, but are not limited to: multiple fractures, amputation of a limb, AIDS, ALS, cancer, cerebral palsy, muscular dystrophy, a condition causing paralysis, a severe burn involving over 20% of the body, a severe head injury requiring hospitalization, spinal cord injury, heart attack, or stroke.

**ARTICLE V - SALARIES AND FRINGE BENEFITS**

A. Salary Schedule

The Bachelor's Step 0 of the Teachers' Salary Schedule shall be increased one percent (1%) effective July 1, 2014 and increased two percent (2%) effective July 1, 2015. (see Appendixes D-1 and D-2).

The Board shall pay each teaching employee employed by the Board on or after July 1, 2014, a one-time cash payment of five hundred dollars (\$500) to be included in the teacher's regular pay in December 2014.

B. Index for Salary Schedule

Index - see Appendix D.

C. Regulations Re: Salary Schedule

1. The salary schedule is based on a school year of 185 days. The Board of Education may provide additional compensation for special duties and responsibilities over and beyond the normal school year or the regular school day.
2. One year's experience is defined as not less than one hundred twenty (120) days of service during a given school year.
3. Teachers new to the Clyde-Green Springs District will be credited with actual prior experience up to the maximum allowed. Teachers with non-public experience will be granted their non-public experience up to a total of five (5) years.
4. 

Class II	Bachelors Degree
Class III	150 Semester hours including Bachelors Degree
Class IV	165 Semester hours including Bachelors Degree OR Bachelors Degree and 20 graduate semester hours
Class V	Masters Degree
Class VI	Masters Degree and 15 graduate semester hours
Class VII	Masters Degree and 30 graduate semester hours
5. A \$1,000 longevity payment will be added to the salary for a teacher for the years following the completion of 27 years of service.

This amount shall be added to their contract amount and paid over the regular payment schedule.

D. Filing Credentials (Advance on Salary Schedule)

Movement between columns on the salary schedule will be effective for the entire school year if a bargaining unit member files an official transcript showing completion of additional coursework, on or before September 15 of a given school year.

If the official transcript is received after September 15, and no later than February 1, salary column change will be effective for work days in the second semester. If the official transcript is received after February 1, salary column change will be effective the

first day of the following school year. Official transcripts will be the only proof accepted for confirmation of additional coursework.

E. Extended Service Pay

Extended service shall be paid at a per day rate of 1/185 of the teacher's annual salary.

F. Extra Duty Salary Schedule and Regulations

Extra duty contracts are one-year limited contracts which automatically expire each year. A bargaining unit member interested in serving in his/her supplemental position(s) shall file with his/her building principal on or before April 30<sup>th</sup> of each school year an "Intent to Return to Supplemental Position" form.

A non-bargaining unit individual will not be hired to fill an extra duty position if a bargaining unit member applies for the position and is the most qualified. The determination of qualifications shall remain the sole responsibility of the administration. Notwithstanding the preceding requirement, "lay" coaches and advisors currently employed by the Board may continue to fill the specific positions for which they are currently hired if they so desire and if the Board concurs. In the case of "lay" coaches, this provision shall apply only so long as the current head coach remains unchanged.

Extra Duty Payment Schedule:

1. Payment for extra-duty assignments will be made on the following schedule:
  - a. All teachers on a school year extra-duty assignment shall have their extra-duty pay paid in three (3) installments over the year.
  - b. All teachers on seasonal extra-duty assignment shall have their extra-duty pay paid in two (2) equal installments, at the approximate midpoint and at the completion of their duties upon approval of the principal and/or athletic director.
  - c. All Drama and Musical Directors shall have their extra-duty pay paid in one (1) installment at the completion of their duties.
2. Supplemental pay will be included in the regular paycheck.
3. At least one half of prior experience will be credited to people new to the district.
4. Job descriptions of all extra-duty assignments will be developed and implemented. The content of job descriptions is not negotiable, but staff input will be solicited.
5. When an individual moves to an extra-curricular position of higher rank within the same sport or activity, he/she shall be placed at the experience step that results in no loss of pay. When an individual moves to an extra-curricular position of lower rank within the same sport or activity, he/she shall receive credit for all experience at the higher level. For purposes of this provision, experience in boys and girls extra-curriculars shall be deemed to be of equal value and experience in cross country and track shall carry over from one to the other.

6. The parties agree to establish a supplemental committee to function during the 2014-2015 school year. The committee will be composed of three (3) representatives selected by the Superintendent and three (3) representatives selected by the Association President. The committee's charge is to review the supplemental duty schedules and determine any changes in compensation and/or addition of newly created positions are recommended. The committee will prepare and submit a report of recommendations to both bargaining teams no later than the end of the first semester of the 2014-2015 school year. The bargaining teams, following the receipt of the report, have the authority to accept or reject the report and recommendations or to make modifications in the report. The report, if accepted by the bargaining teams, will then be taken to the respective membership for ratification.
7. With the creation of additional steps on any position or the creation of a new position with experience steps, the incumbent must begin at Step 1 before preceding through the steps.

Compensation for extra-duty positions listed on the Extra-Duty Salary Schedule (see Appendix E) shall be determined by multiplying the BA-0 Step by the percentage figure indicated for each of the respective positions.

#### G. Extra Duty Training Requirements

Whenever possible the Board of Education shall provide specialized training to those personnel who are employed to direct, supervise, or coach a pupil-activity and/or sport program and who are required to complete specialized training in order to be so employed.

If the Board of Education is unable to provide said specialized training, the Board of Education shall reimburse the employee(s) for the registration fee, certificate fee, and mileage, if travel by car is required, at the current rate approved by the Board of Education.

The Superintendent may select training sessions at sites which would be deemed suitable for attendance by employees required to participate in said training.

#### H. Pay Periods

The total amount of a teacher's annual salary shall be paid in twenty-six (26) equal installments starting with a Friday date established by the Treasurer as soon as permitted by law following the opening of school and continuing every other Friday thereafter. Under certain circumstances, the first pay of a new school year will fall three (3) weeks after the last pay of the preceding school year. In such circumstances, employees will be notified of this fact within ten (10) days after Board adoption of a school calendar which causes the three (3) week period to occur.

Specific payday dates are to be published at the beginning of each school year.

A teacher who is non-renewed, or who is released due to a reduction in staff, may continue to receive his/her pay according to the twenty-six (26) installment plan with

continuation of all fringe benefits; or such teacher may elect to receive the balance of the salary due in one lump sum, in which event all fringe benefits terminate as of the date of the lump sum payment.

When a payday falls on a Friday when school is not scheduled to be in session, teachers shall be issued their paystubs on Thursday although the pay date will remain to be Friday. If school is not in session on Thursday or any day prior to Thursday, paystubs will be mailed on Thursday, although the pay date will remain to be Friday.

A teacher who retires, resigns or is terminated will receive the balance of the salary due in the next pay period and all fringe benefits terminate as of the date of final payment.

Pay stubs are issued electronically through email and/or HR kiosk.

#### I. Payroll Deductions

The Board shall provide payroll deduction options to all members of the certified staff for participation in the following:

- a. Health insurance premiums
- b. Professional dues
- c. Federal, state, city & school district income taxes
- d. Annuities with companies having prior Board approval
- e. OEA/NEA Fund for Children and Public Education
- f. District Capital Projects

All deductions, except professional dues, will be made over a twelve (12) month period beginning with the first payday of each contract year. Additions or deletions in payroll deductions shall occur on the payroll following notification made to the Treasurer provided that such notification is made at least ten (10) days prior to the issuance of the payroll.

Changes may be made in insurance deductions due to any of the following circumstances: a) open enrollment period, b) change in marital status, c) birth or adoption of a child, d) death of spouse or dependent, e) any event causing loss of insurance coverage through some other source of coverage, f) any event which changes dependent status. When non-school coverage is voluntarily dropped, the employee shall wait for the next open enrollment period before coverage can be obtained.

Dues for membership in NEA, OEA, NWOEA, and CGSEA shall be deducted from pay as authorized in writing by the employee. Payroll deduction authorizations will be forwarded to the Treasurer's office at least ten (10) school days prior to the first paycheck in October. The dues deductions authorized shall be evenly deducted commencing with the first paycheck in October and concluding with the last paycheck in May. The deducted dues shall be forwarded to the treasurer of the CGSEA on the payday of deduction. Dues deductions for employees hired after the first payday in October shall commence with the second paycheck following the submission of a payroll deduction authorization.

Dues deductions shall continue to be made unless an employee's employment is terminated or the employee notifies the Treasurer in writing to cease dues deductions. In the event an employee's employment is terminated, the balance of dues

not deducted will be deducted from the final check. For individuals who authorize same, dues deductions shall be on a continuous basis from year to year unless the employee notifies the Treasurer otherwise in writing.

The Association shall hold the Board of Education harmless for any and all claims arising out of the enforcement of this article providing the Treasurer acted in good faith and in accordance with the terms of the above-stated procedures. If for any reason the Treasurer fails to make a duly-authorized deduction for any employee as provided for by the terms of this agreement, the deduction shall be made from the employee's next pay after the error has been called to the Treasurer's attention by the Association.

J. Severance Pay

Each employee serving in a regular assignment under contract with the Clyde-Green Springs Board of Education may elect to receive a cash payment at retirement for accrued but unused sick leave.

To be eligible, the employee must meet all the following criteria:

1. Be a regular employee under contract with the Clyde-Green Springs Board of Education.
2. Have performed for a minimum of ten (10) years in one or more of the political subdivisions of Ohio which participate in the STRS, SERS, or the PERS Retirement Systems.
3. Be qualified for retirement benefits under one (1) or more of the above systems.
4. Have entered a retirement-in-fact status for which the Board has received an application for processing from the retirement system for retirement benefits for such employee and this application has been accepted by the retirement system.

Payment is to be based on employee's per diem pay rate at the time of retirement. Payment for sick leave on this policy shall eliminate all sick leave accrued at that time. Such payments shall be made only once to any employee.

Payment shall be based on twenty-six percent (26%) of the accrued but unused days of sick leave.

Severance shall be paid on the first regular pay date following the final payment of the regular teaching contract.

Should an individual die prior to retirement and have worked fifteen (15) or more years in the Clyde-Green Springs School District, the amount of severance pay to which he/she would have been entitled, as calculated in accordance with the above-stated provisions, shall be paid to the beneficiary designated on his/her Board-provided life insurance within thirty (30) days of death.

K. Medical Plan

1. The Board of Education shall make available to each employee a choice between a comprehensive medical plan known as Option 5 (Medical Mutual SuperMed

Classic) and an HSA (Health Savings Account) qualified plan, known as Option 6 (Medical Mutual SuperMed Plus). All insured employees and insured spouses shall complete the San-Ott provided wellness screening. The San-Ott Board determines the base premium for each tier of each Option. The base premium currently corresponds to the premium charged for an employee scoring four (4) of the five (5) points on the results-based wellness screenings. Employees will receive any premium benefit earned through wellness participation in the Jefferson Health Plan.

Option 5: An employee may elect a comprehensive medical plan known as Option 5. The plan shall include all of the requirements of the Affordable Care Act.

- a. Calendar year deductibles of \$600 per person and \$1,200 per family.
- b. Co-payment of 20% of the next \$5,000/\$10,000 of covered expenses after the deductible is satisfied for an annual maximum of \$1,000 out-of-pocket for single and \$2,000 out-of-pocket family coverage.
- c. The annual total out of pocket maximums (including deductibles) shall be \$1,600 per person and \$3,200 per family. When the out-of-pocket maximums are reached the plan pays 100% of reasonable and customary costs for eligible expenses.
- d. \$25 co-pay for office visits/routine physical exams.
- e. Diagnostic x-ray and lab charges have no deductible for the first \$500.
- f. Charges for accidents (physician's office or emergency room) have no deductible for the first \$300.
- g. Prescription co-pays for Retail Drug Program are \$10 for Generic, \$25 for Formulary and \$40 for Non-Formulary. The co-pay for the mail order drug benefit will be two and one-half (2 ½) times the co-pay for retail drug benefits (\$25 for generic, \$62.50 for formulary and \$100 for non-formulary).

The Board shall assume 87% of the single, employee + spouse, employee + child(ren) or family base premium beginning January 1, 2015 and 85% beginning January 1, 2016.

Option 6 An employee may elect an HSA (Health Savings Account) qualified medical plan known as Option 6. The plan shall include all requirements of the Affordable Care Act.

- a. The annual deductible for a single plan shall be the Internal Revenue Service (IRS) minimum family deductible amount. The annual deductible for a family plan shall be twice the IRS minimum family deductible amount. Coinsurance is 100% for SuperMed Plus providers, 60% for non-network providers with maximum of \$1,000/\$2,000 coinsurance for non-network providers.
- b. Office visits subject to deductible.
- c. Immunizations 100% covered in Physician's Office, no deductible.

- d. Routine physical exam, mammography, pap test covered at 100%, no deductible.
- e. Routine lab, x-ray and medical tests are paid at 100%, no deductible if in Physician Office. At other places of service the first \$500 per person is paid at 100% before deductible than 80% after deductible is met.
- f. Prescription drugs covered at 100% after deductible.

The Board shall assume 98% of the single, employee + spouse, employee + child(ren) or family base premium for Option 6 coverage.

Beginning January 1, 2011 and each year thereafter, the Board shall make a deposit into a Health Savings Account (HSA) for employees utilizing the Option 6 medical plan.

The deposit will be made based on the following schedule:

- \$1,200 for employees carrying single medical coverage
- \$2,400 for employees carrying employee + spouse, employee + child(ren) or family coverage.

For employees who have never participated in Option 6, as an additional incentive to convert to this coverage, the deposit will be made based on the following schedule:

- \$2,040 for employees carrying single medical coverage
- \$4,080 for employees carrying employee + spouse, employee + child(ren) or family coverage.

One half of this deposit shall be made by January 31 of each calendar year and the second half by July 31. Funds deposited into a Health Savings Account become the property of the employee and can be accumulated from year to year. Additional contributions may be made to the HSA by the employee subject to IRS limitations.

- 2. Payment in Lieu of Medical Insurance - Any certificated employee who is eligible for Board medical insurance and elects to decline coverage shall be eligible for the following:
  - a. An employee eligible for family coverage may decline Board medical insurance and receive \$2,000 divided into two equal semi-annual payments.
  - b. An employee eligible for single coverage may decline Board medical insurance coverage and receive \$1,000 divided into two equal semi-annual payments.
  - c. The above options shall apply to District employees who are husband and wife.
  - d. Any employee who has elected to participate in this insurance option and during the year loses insurance coverage through divorce, death, job loss, layoff, or any event outside the employee's control which causes loss of insurance shall be provided Board insurance coverage upon notification of the district Treasurer.

- e. For purposes of this provision a year shall run from January 1 to December 31.
  - f. Any employee electing to take this insurance option shall receive the first payment within one month of the end of the first six months of participation (July 31) and shall receive the second payment within one month of the end of the second six months of participation (by January 31).
  - g. The payment shall be made automatically to the employee without the requirement of notification to the Board of an employee's desire to participate in these options; however, should the employee re-enroll in the insurance program subsequent to the provisions in item "d" above or during the annual open enrollment period the payment-in-lieu shall be forfeited for the current six-month period.
  - h. The above payments in lieu of medical insurance shall not be subject to STRS contributions but shall be subject to all other applicable taxes.
  - i. Married employees may only participate in the insurance tier that is the least expensive for the District, as determined by the Board.
3. Effective July 1, 1989, all part-time staff members hired after this date shall have Board payment proportionate to their service, i.e. half-time staff shall have to pay half that the Board does not pay. The proportion shall be calculated based on the hours considered to be full time in the employee's building.
4. The Board of Education reserves the right to place the hospital, surgical, and major medical insurance plans up for bid, in an attempt to lower costs.
- a. Should a new carrier be selected by the Board to provide the hospital, surgical, and major medical coverage, there shall be no diminution of coverage, benefits, and/or service levels as a result of the change of carrier.
  - b. The coverage, benefits, and service levels provided by any insurance carrier shall equal or exceed that which is currently provided.
  - c. The Association President shall appoint two (2) members to represent the Association at all San-Ott meetings with release time provided by the Board.

L. Life Insurance

The Board shall purchase and assume 100% of the costs for term life insurance for all certificated employees. This term life insurance shall be a \$40,000 life policy with a \$40,000 accidental death and dismemberment feature. Part-time staff members shall be covered proportionate to their service; i.e., half-time staff shall be provided with \$20,000 coverage.

M. Dental Coverage

The Board will make a comprehensive dental insurance program available to certificated school employees with the Board assuming 90% of the single or family premium.

The specific benefits to be included in the program shall be:

Reasonable and Customary  
Class I - 100%  
Class II - 80%  
Class III - 50%  
Class IV - 60%  
\$25 single deductible  
\$75 family deductible  
\$1,000 calendar year maximum  
\$1,000 lifetime maximum on orthodontia

N. Vision Insurance

Effective July 1, 1988, the Board will pay the full premium cost each month for each employee and his/her family (if applicable) for a vision insurance plan which equals or exceeds the following specifications:

Deductibles - None  
Examinations - once every twelve (12) months  
Lenses - once every twelve (12) months  
Frames - once every twenty-four (24) months

O. Professional Improvement (Tuition Reimbursement)

The CGSEA, the Board, and the Administration of the Clyde-Green Springs Exempted Village School District recognize the value of continued education by members of the teaching staff. The parties mutually agree that the learning process and the quality of education will be substantially enhanced when members of the staff acquire additional expertise in their teaching fields and when they have familiarized themselves with the most up-to-date teaching techniques.

All certificated employees of the school district shall be eligible for tuition reimbursement subject to the following conditions:

1. The employee shall have at least two (2) years of prior professional service in the Clyde-Green Springs Exempted Village School District.
2. The course work shall have the prior approval of the Superintendent.
3. Reimbursement will be made for graduate or undergraduate courses which fall into one or more of the following categories:
  - a. courses which are directly related to the employee's teaching assignment,
  - b. courses which relate to any certification area listed on the individual's teaching certificate(s),
  - c. courses in the field of education,
  - d. courses which deal with an area of extra-curricular employment,
  - e. other course work specifically approved by the Superintendent.
4. Teacher must receive a grade of "B-" or better, and/or if a pass/fail course receive a passing grade, to be eligible for reimbursement.

5. To be eligible to receive payment for courses taken during the summer, the employee must work in Clyde-Green Springs Schools the year following receiving course credit or must have been granted a leave of absence or have been RIF'd or nonrenewed.
6. The maximum number of hours reimbursable per employee shall be nine (9) quarter hours or six (6) semester hours from July 1 through June 30. The completion date of the course will determine for which year the credit hours are eligible for reimbursement. For example, courses completed after June 30 annually shall be reimbursed out of the next fiscal year's funds.
7. The Clyde-Green Springs Board of Education will appropriate \$21,500 in each fiscal year (July 1-June 30) for tuition reimbursement for bargaining unit employees.

Evidence of course completion, namely transcripts and fee receipt, must be provided to the Treasurer no later than July 30 for the previous fiscal year in order to share in the distribution of appropriated funds. Funds will be disbursed by September 1 annually.

8. Employees will be reimbursed an amount calculated in accordance with the following formula:

Tuition Fund total divided by the total number of semester hours (or equivalent quarter hours) taken by all employees multiplied by the number of reimbursable semester hours (or equivalent quarter hours) taken by each eligible employee. In no case shall an employee be paid more than the actual cost of the course.

The Tuition Reimbursement Application form is attached hereto as Appendix H.

P. STRS Pick-Up

Effective July 1, 1984, the Board of Education agrees to designate each employee's mandatory contributions to the State Teachers Retirement System as "picked up" by the Board as contemplated by Internal Revenue Service rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097. The amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by the then-current percentage amount of the employee's STRS contribution which has been designated as "picked up" by the Board. The amount designated as "picked up" by the Board shall be included when computing final average salary, daily rate of pay, severance pay, supplemental salary, and extended service pay.

This policy applies without exception to all employees represented by the Clyde-Green Springs Education Association. The pick-up shall become effective July 1, 1984 and shall be applied to all earnings paid after that date. The amount to be tax sheltered on behalf of each employee shall be eight and three-fourths percent (8.75%) of the employee's total compensation, or such higher rates as may be imposed by the STRS as required employee contributions.

Q. Summer School

Traditional summer school teachers shall be paid based on an hourly rate equivalent to the tutoring rate established on the Extra Duty Salary Schedule. Such teachers shall be compensated for at least one (1) hour per day of planning/preparation time in addition to actual teaching time.

The Board may offer summer school classes via Virtual Learning Courses. Any current teacher can apply to be trained as a Virtual Learning instructor. Payment for summer school virtual learning will be at an agreed upon rate to be determined by the Board and the Association. Virtual Learning Academy (VLA) summer school teachers shall be paid as follows:

\$35.00 per ½ credit course taken by students and supervised by the teacher.

R. Section 125 Account

A Section 125 flexible spending account shall be available to each employee for premium conversion plan. Dependent care and medical reimbursement plan will be available at the option of the Board. Participation in such account shall be at the option of each individual employee. The Board shall pay such administrative costs as may be required by the plan.

S. Spousal Coordination of Benefits

Effective August 1, 2004, spouses of employees who work for an employer where insurance is available will be required to enroll in at least Single coverage through their employer. Effective August 1, 2006 spouses who retire after this date and who are eligible for health insurance through his/her retirement system or Medicare will be required to enroll in at least single coverage. The spouse can still be covered on the district's policy as secondary.

Spouses will be exempt from this requirement if:

1. The spouse's employer is another school district within the Consortium.
2. The spouse's employer does not offer medical coverage.
3. The spouse must pay more than 50% of the single premium of the most expensive plan offered by the Consortium.
4. The spouse is retired before August 1, 2004.

Spouses of the bargaining unit members affected by the change in health care provider will remain under current coverage and provided an extension of coverage until the next open enrollment period provided by their employer if necessary. If the employee's spouse has to wait for the next open enrollment, they will provide a letter from their spouse's employer indicating the next open enrollment period.

T. Victory Lap Program

The Board of Education and the Clyde-Green Springs Education Association hereby establish the option of an additional year of employment for members of the bargaining unit under the following conditions and criteria:

1. A bargaining unit member wanting consideration for the above option shall be those bargaining unit members who are first eligible for retirement under STRS 30 (thirty) years of service at any age, or 25 (twenty-five) years of service and 55 (fifty-five) years of age, or 5 years of service and 60 (sixty) years of age and who have been employed in the school district for at least five (5) years. It is the responsibility of the bargaining unit member to show evidence from STRS that the member is within his/her first year of retirement eligibility. The district Treasurer will be responsible for determining if the employee meets the eligibility for participation in the program.
2. A bargaining unit member shall make written request to the Superintendent at least 90 (ninety) calendar days prior to the effective date of the STRS-approved retirement. The Board will act to accept the bargaining unit member's resignation due to retirement.
3. For each qualified bargaining unit member who is eligible for the incentive, said bargaining unit member shall complete the current school year (at least through May 31) and be entitled to employment for the following school year.
4. A bargaining unit member in the incentive program shall maintain all rights contained in the Master Contract except for the exclusions contained in subsection 5 and shall receive compensation at the appropriate rate and step of the negotiated salary schedule, as well as receiving any negotiated benefits' package (to include insurance) for which the bargaining unit member is eligible.
5. The employment of the bargaining unit member in good standing shall end on June 30<sup>th</sup> without any further action by the Board of Education. No notice of nonrenewal is required. In addition, the requirements of Article III, Sections B, J. 2 and K. of the Master Contract shall not apply.

U. Reimbursement for Background Checks

Effective July 1, 2008, the Board of Education shall reimburse bargaining unit members \$50.00 for BCI/FBI background checks required by law. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background checks.

## ARTICLE VI - TEACHING (WORKING) CONDITIONS

### A. Association Rights

1. Inasmuch as the Association is recognized as the sole and exclusive organization representing the District's teachers, the Board recognizes that in order to effectively represent and communicate with its members, certain services are necessary. The Board, therefore, grants to the Association the following rights which shall not be granted to any competing organizations so long as the Association is the recognized bargaining agent:
  - a. The use of facilities in any building for meetings at no charge upon notification of the administrator in charge of such building. Permission to use such facilities shall be given as long as it does not interfere with any previously authorized activity in said building.
  - b. The use of Board-owned equipment to communicate with members at times which do not interfere with the operation of the school system. The Association may use without cost any expendable supplies, such as paper to send internal communications to its members.
  - c. The use of the interschool mail system and employee mailboxes to distribute to teachers.
  - d. The use of bulletin boards in teacher lounges or workrooms to disseminate information to teachers.
  - e. The use of telephones in any building to carry out Association business and to communicate with the other schools in the district without charge. These calls are to be made during nonteaching or unassigned times.
  - f. The right to call meetings of Association members within the buildings, but not on class time or in conflict with other scheduled meetings.
  - g. The right of the president of the Association or his/her designee(s) to visit the various schools to transact union business. The visits to the schools may be conducted during the regular school day so long as they do not interfere with assigned duties of any employee.
  - h. The right to represent bargaining unit members on any collective bargaining related matter.
  - i. The right to address members at any staff meetings including time on the agenda of the general staff meeting at the start of the school year and any new teacher orientation program.
  - j. The right to address any subject at Board meetings, both during the hearing of the public and at the time a specific topic is being discussed by the Board.
2. The Association president, or designee, will be provided with the following without charge:

- a. Complete agenda for all regular and special Board of Education meetings with all accompanying data prior to the meeting.
- b. Copies of approved Board minutes.
- c. Copies of all routinely prepared financial documents.
- d. Names, addresses, phone numbers (if listed), building assignments, contract status, and training/experience for all bargaining unit members upon request.
- e. Names and addresses of new employees upon request.

B. Class Size

- 1. The Board recognizes the importance of providing for individual pupil differences through the maintenance of reasonable class sizes for instruction.

Special education students included in the regular classroom will be part of the class size.

- 2. Pupil/Teacher Ratio

- a. A maximum goal for class sizes shall be as set forth below:

Kindergarten - Third Grade	20
Fourth - Twelfth Grade	25

- b. Regular education and special education class sizes shall be limited to the number allowed under the operating standards.

- 3. Preparations

Every reasonable effort shall be made to ensure that teachers in grades 7-12 do not exceed three separate and distinct preparations daily.

- 4. Exceptions

- a. Performing music classes for grades shall be excluded from the class size maximum specified above.
- b. Art teachers, performing music teachers, and tutors shall be excluded from the class size maximum specified above.

- 5. Accommodation

Every reasonable attempt shall be made to maintain the maximum class size goals and to equalize class sizes within grade levels. In the event a class size exceeds the maximum goals, the teacher(s), building principal, and/or Superintendent will meet, upon the teacher(s) request, to discuss possible alternatives to assist the teacher(s).

## 6. Limited Facilities

In classes where physical limitations exist as to the number of functional student work stations, every effort will be made to ensure that the number of students shall not exceed the number of functional stations nor shall it exceed the class size limits set forth above. Among such classes are art, science laboratories, typing, industrial arts, home economics, and although not listed, classes in which instruction is largely dependent upon the use of special equipment, machines or other mechanical devices or special work stations of a highly individualized nature.

7. The assignment of pupils and the sizes of classes shall remain the decision of school management. Every reasonable effort shall be made to keep assignments in compliance with all operating standards.

## C. Master Schedules

The principal of each building shall accept written suggestions from any teacher of that building until March 1 for consideration for inclusion in the master schedule.

The Building Leadership Team shall meet to view the master schedule of each building. Suggestions for modification will be considered; however, the final responsibility for a workable schedule rests with the building principal. Tentative master schedules shall be available to the building staff by July 15.

## D. Non-Professional Duties

Non-instructional duties such as bus supervision, class activities and others of this nature should be assumed by the certified staff. Assignments are to be rotated on a fair and equitable basis and should be accepted. Aides shall be used when possible.

## E. School Calendar

1. The annual school calendar shall reflect one hundred eighty-five (185) work days, or the hourly equivalent, for bargaining unit members. Such work days shall be designated as follows:
  - a. 180 days, or the hourly equivalent, of instruction which may include two (2) days for parent-teacher conferences at the elementary level and one (1) day for parent-teacher conferences at the secondary level.
  - b. One (1) in-service day, or the hourly equivalent, to be scheduled in October.
  - c. Two (2) days, or the hourly equivalent, at the start of the school year---one (1) day may be scheduled as in-service (including building meetings) and the other day shall be exclusively for use of employees to prepare for the opening of school.
  - d. One (1) workday, or the hourly equivalent, at the end of the first semester. Voluntary meetings may be held.
  - e. One (1) workday, or the hourly equivalent, at the end of the school year. Voluntary meetings may be held.

f. One additional day of parent-teacher conferences shall be scheduled each year to permit kindergarten teachers to conduct parent-teacher conferences. Substitute teachers will be hired to cover the kindergarten classes on this day.

2. Parent-teacher conferences shall annually be scheduled for all elementary buildings on two (2) days. One session shall be scheduled between the hours of 4:00 p.m. to 9:00 p.m., inclusive of a one-half hour meal time. The other day shall be scheduled between the hours of 12:00 p.m. to 8:00 p.m., inclusive of a one-half hour meal time and two (2) fifteen (15) minute breaks. Dates for these conferences would be determined annually in the spring of the preceding year. Each employee shall have the flexibility of reducing his/her required work time on that day if he/she has scheduled some conferences at times other than the regular work schedule. All parents must be scheduled (including phone calls) with the approval of the building principal.

At the middle school level, parent-teacher conferences shall be scheduled for two (2) days in the fall of each school year. Dates for these conferences would be determined annually in the spring of the preceding year.

At the high school level, parent-teacher conferences shall be from 4:30 p.m. to 8:00 p.m. In lieu of a second parent-teacher conference day, high school faculty shall attend graduation ceremonies at the conclusion of each school year. The time will vary but will not exceed two and one half (2-1/2) hours.

In order to compensate teachers for these conferences, school will not be scheduled the Wednesday before Thanksgiving.

3. By November 1 of each school year, a Calendar Committee composed of three (3) bargaining unit members appointed by the Association and three (3) administrators appointed by the Superintendent will be established for the purpose of developing a calendar recommendation for the succeeding school year consistent with the School Year provisions appearing in 1. and 2. above.

After consulting with the Calendar Committee, the Superintendent shall make his/her recommendation to the Board prior to its March Board Meeting.

4. The Superintendent shall, in consultation with the CGSEA President, have the discretion to assign make-up days for students and/or for staff, even if not required by law.

#### F. Teacher Work Day

1. The work day for all elementary school employees represented by the CGSEA shall consist of not more than seven (7) hours and sixteen (16) minutes, inclusive of the time periods specified in the following paragraphs:
  - a. All employees shall be entitled to an uninterrupted, duty-free lunch period of not less than thirty (30) minutes. Employees may leave the building during this time.
  - b. All elementary teachers shall be entitled to a minimum of 200 minutes per week of planning/conference time. Such planning/conference time shall be scheduled

- in blocks of no less than fifteen (15) minutes and each teacher shall have at least one (1) block of thirty (30) consecutive minutes each day. Elementary teachers who do not have an assigned homeroom may have their block of thirty (30) minutes scheduled outside the student day if necessary to make the master schedule work. Every attempt shall be made to schedule planning/conference time in thirty (30) consecutive minutes during the student day for teachers who are not assigned a homeroom. Affected teachers shall be given a copy of the tentative schedule and be invited to the review pursuant to Article VI, Section C.
- c. Except as provided in paragraph 3. below, the work day as defined above is also inclusive of fifteen (15) minutes before the student day and fifteen (15) minutes after the student day. At Green Springs Elementary School, the work day as defined above is also inclusive of twenty (20) minutes before the student day and ten (10) minutes after the student day.
2. The work day for all secondary employees represented by the CGSEA shall consist of not more than seven (7) hours and sixteen (16) minutes inclusive of the time periods specified in the following paragraphs:
    - a. High School and Middle School employees shall be entitled to an uninterrupted, duty-free lunch period of not less than thirty (30) minutes.
    - b. All secondary certificated employees shall be entitled to, during the student day, a daily planning/conference period which is the equivalent of a regular teaching period and may be assigned no additional duties during this time.
    - c. Except as defined in paragraph 3. below, the work day as defined above is also inclusive of fifteen (15) minutes before the student day and fifteen (15) minutes after the student day.
  3. In addition to the work day as defined above, there will be an expectation that all employees will attend occasional staff/faculty meetings unless excused by the principal. Teachers shall be required to attend no more than a maximum of sixty (60) minutes per month of staff meetings beyond the work day. Advance notice of at least one (1) calendar week shall be given prior to any required meetings. In addition to the time dedicated to staff meetings, sixty (60) minutes per month may be scheduled by the building principal to be used for professional meetings (e.g., TBT, grade level meetings), professional development, and other duties.
  4. When the opening of school is delayed by fog, snow, etc., the faculty at each building will be required to report for duty fifteen (15) minutes prior to the end of the delay.
  5. Employees who agree to substitute for another employee and thereby lose their planning period shall be compensated for such loss at the hourly tutor rate.

G. No Smoking Policy

Members of the bargaining unit represented by the Clyde-Green Springs Education Association shall be guaranteed a tobacco-free environment.

## H. Grade Change Policy

The evaluation of student progress, whether academic or other, is a primary function of teaching and must be accomplished by the classroom teacher most closely associated with the student in the area being evaluated. The evaluation of student progress should be based on empirical data taken over a period of time. Empirical data could be scores or marks accumulated or statements kept in a file. Grades will be assigned to students in accordance with standards established by the Board of Education.

A teacher's judgment in assigning student grades should seldom be questioned by an administrator. Should this occur, and the administrator wishes to change the grade without the permission of the teacher, the following procedure shall be followed:

1. A review panel will meet with the teacher who assigned the grade. The teacher will be given the opportunity to explain the basis of the grade. The teacher may be accompanied by representation of his/her choice. The panel will also listen to the administrator give his reasoning why he believes the grade was incorrectly assigned and should be changed.
2. The review panel shall consist of three persons. One (1) person shall be chosen by the president of the CGSEA and one (1) shall be chosen by the Superintendent. The CGSEA and Superintendent's designees shall be employees of the district. The third person on the panel shall be the chairman and shall, on a rotating basis, be first appointed by the CGSEA and second by the Superintendent. The chairman shall not be an employee of the school district.
3. The decision of the panel shall be final. No further appeal by the administrator or teacher involved shall be made. Matters taken before the panel will be noted by an asterisk on the student file.
4. Should an administrator determine that a grade should be changed, he/she shall immediately notify the appropriate teacher and shall take action to institute the review process described above.

## I. Classroom Inclusion

A classroom teacher who provides a service to students with special needs shall be included as a member of the Individualized Education Program (IEP) team. A teacher who is a member of an IEP team shall be notified of IEP meetings and shall attend. Every effort shall be made to schedule these meetings within the regular work day.

It is understood that the terms of the IEP must be followed by the regular education teacher, whether or not the teacher has participated in the IEP writing process and has signed the IEP.

Teachers who service any student(s) whose education is directed by an IEP or a Section 504 Plan shall be notified prior to the first day of school of the students' name(s) and required classroom modifications. Teachers of students newly enrolled shall be notified as soon as possible. The only exception shall be if such documents are sealed by court order.

The Board and the Association agree that administering medication and providing custodial care to students shall not be the routine task of teachers. In an emergency situation, teachers who have been appropriately trained may be assigned to do so.

J. Student Discipline and Teacher Protection

Faculty and administration share the responsibility for creating an orderly climate which facilitates academic achievement. The leadership for an orderly climate comes from the Principal, but the entire staff shares the responsibility.

The Board recognizes its responsibilities to provide reasonable support and assistance to teachers in their efforts to create a positive learning climate, as well as maintaining control and discipline in the classroom, on school property, and at school functions.

K. Mandatory Training

Mandatory training, required by ORC and/or OSHA, shall take place on a schedule designated by the Superintendent without additional compensation.

## ARTICLE VII - OTHER PROVISIONS

### A. Waiver and Entire Agreement

The negotiating parties acknowledge that during negotiations resulting in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in the Agreement.

The Board and the Association each agrees the other shall not be obligated to comply with any subject or matter not specifically referred to or covered in the Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

### B. Amendment Procedure

Recognizing that circumstances may dictate the advisability of amending negotiated agreements, it shall be possible to do so by mutual consent of both parties. The party desiring to initiate discussion of an amendment may do so by written request to the other party. A meeting for this purpose shall be held within ten (10) work days of the request.

To be valid, an amendment must be properly signed and ratified by each party. Such amendments shall then be attached to the Master Contract.

### C. Conflict with Law

If any provision of this Master Contract, or any application of the provisions of the Master Contract, or any agreement reached under its terms, conflicts with any federal law, regulation, ruling or order, now or hereafter enacted or issued, such provisions, application or agreement shall be inoperative, but the remaining provisions hereof shall remain in effect. All portions of the provision(s) in question which are not contrary to law shall remain in effect. Utilizing the provisions of Negotiations Instrument (Article I), the parties shall meet to negotiate a replacement provision for any so terminated.

This contract supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A), Revised Code) and all policies, rules, and regulations of the Board. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated, but all other provisions of the Contract shall remain in full force and effect. Utilizing the provisions of Negotiations Instrument (Article I) the parties shall meet to renegotiate a replacement provision for any so terminated.

D. Duration of Agreement

This contract shall become effective the first day of July, 2014, and shall remain in full force and effect through the thirtieth day of June, 2016.

FOR THE CLYDE-GREEN SPRINGS  
EDUCATION ASSOCIATION

FOR THE CLYDE-GREEN SPRINGS  
BOARD OF EDUCATION

[Signature] 8/20/14  
Chief Negotiator DATE

[Signature] 8/22/14  
Chief Negotiator DATE

[Signature] 8/20/14  
Negotiator

[Signature] 8/20/14  
Negotiator

[Signature] 8/20/14  
Negotiator

[Signature] 9/17/14  
Negotiator

[Signature] 8/20/14  
Negotiator

\_\_\_\_\_  
Negotiator

[Signature] 8/20/14  
Negotiator DATE

[Signature] 8-22-14  
Board President DATE

[Signature] 8/20/14  
Negotiator DATE

**GRIEVANCE FORM**

NAME OF GRIEVANT \_\_\_\_\_

DATE \_\_\_\_\_

BUILDING ASSIGNMENT \_\_\_\_\_

GRIEVANCE NO. \_\_\_\_\_

The date(s) on which the alleged violation, misinterpretation, or misapplication occurred:

\_\_\_\_\_

The provision(s) of the contract or policy, rule, or regulation which allegedly have been violated, misinterpreted, or misapplied:

\_\_\_\_\_

\_\_\_\_\_

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

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Action  
Requested: \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_

Date \_\_\_\_\_

**STEP I**

I hereby acknowledge that this grievance was filed with me on the date set forth below:

\_\_\_\_\_  
Signature of Principal Date

Disposition by Principal: \_\_\_\_\_

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\_\_\_\_\_  
Signature Date

**STEP II**

I hereby acknowledge that this grievance was filed with me on the date set forth below:

\_\_\_\_\_  
Signature of Superintendent or Designee Date

Disposition by  
Superintendent: \_\_\_\_\_

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

\_\_\_\_\_  
Signature Date

**STEP III**

A hearing is requested \_\_\_\_\_ Yes \_\_\_\_\_ No

I hereby acknowledge that this grievance was filed with me on the date set forth below:

\_\_\_\_\_  
Signature of Superintendent or Designee on behalf of the Board of Education Date

Disposition of the Board: \_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
Signature Date

**STEP IV**

This grievance is hereby submitted to arbitration.

\_\_\_\_\_  
GRIEVANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ASSOCIATION PRESIDENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RECEIVED BY

\_\_\_\_\_  
DATE

## CLYDE-GREEN SPRINGS EXEMPTED VILLAGE SCHOOLS

Teacher Job DescriptionI. Line of Authority

Teachers are responsible to administration in the following order: their building principal and/or assistant principal, assistant superintendent (director of curriculum), and superintendent.

II. Qualifications

Teachers must possess teaching certificates granted by the Ohio Department of Education to cover all subjects and grade levels which they teach.

III. Duties and Responsibilities

## A. Classroom Instruction and Effective Organization

1. Insures basic preparation for the class
2. Maintains currency of knowledge
3. Has skill in methodology, uses new and/or varied approaches
4. Produces daily lesson plans on a weekly basis
5. Follows adopted courses of study in teaching students
6. Provides proper evaluation, keeps records, and reports to parents on student achievement and grades
7. Sets reasonable behavior standards, maintains student discipline and a climate suitable for learning to take place
8. Is responsible for the protection of books, equipment and physical environment within his/her care

## B. Effective Communication

1. Develops, initiates, and maintains pupil and parent contacts
2. Strives for district program interpretation
3. Uses tact and judgment
4. Uses acceptable written and oral language

## C. Interaction with Pupils

1. Promotes pupil participation, involvement, and responsibility
2. Provides for individual student needs

3. Establishes and communicates to the students reasonable expectations and objectives
4. Develops whatever procedures are required in each classroom to keep records of student attendance
5. Uses discretion in handling pupil information
6. Complies with all state and federal regulations and statutes

D. Professional Participation

1. Insures preparation of instructional material on a timely basis
2. Participates in education problem-solving in a positive way
3. Strives for positive working relationships with peers and supervisors
4. Shows evidence of professional growth
5. Is sensitive to need for program evaluation
6. Is willing to positively evaluate teaching results
7. Shares ideas and materials with colleagues
8. Identifies and develops on a yearly basis performance areas which will receive special evaluative emphasis

E. Professional Qualities

1. Complies with Board of Education and administration policies, procedures, and directives
2. Complies with state law, Teacher Handbook, and negotiated agreement
3. In the school setting, conducts one's self in a professional manner

F. OSHA Responsibilities

1. know and use safe work procedures
2. recognize job hazards and take proper pre-cautions to assure personal, as well as fellow employee and public, safety
3. inform his/her supervisor immediately of hazards, unsafe equipment and acts, and recommend solutions to correct deficiencies
4. actively participate in safety training and program
5. immediately report accidents, injuries, and near misses to his/her supervisor
6. report to work in a condition to be able to work safely

CLYDE-GREEN SPRINGS EXEMPTED VILLAGE SCHOOLS

Librarian Job Description

I. Line of Authority

Librarians are responsible to administration in the following order: their building principal and/or assistant principal, assistant superintendent (director of curriculum), and superintendent.

II. Qualifications

Librarians must possess certificates granted by the Ohio Department of Education.

III. Duties and Responsibilities

A. Instruction and Effective Organization

1. Insures basic preparation
2. Maintains currency of knowledge
3. Has skill in methodology, uses new and/or varied approaches
4. Sets reasonable behavior standards, maintains student discipline and a climate suitable for learning to take place
5. Is responsible for the protection of books, equipment and physical environment within his/her care
6. Selects library materials: orders, classifies, catalogs, processes them, and organizes them for use
7. Gives instruction in using the library, and guides individual pupils in selecting and using library materials

B. Effective Communication

1. Develops, initiates, and maintains pupil and parent contacts
2. Strives for district program interpretation
3. Uses tact and judgment
4. Uses acceptable written and oral language

C. Interaction with Pupils

1. Promotes pupil participation, involvement, and responsibility
2. Provides for individual student needs
3. Establishes and communicates to the students reasonable expectations and objectives

4. Develops whatever procedures are required to keep records of student attendance
5. Uses discretion in handling pupil information
6. Complies with all state and federal regulations and statutes

D. Professional Participation

1. Insures preparation of material on a timely basis
2. Participates in education problem-solving in a positive way
3. Strives for positive working relationships with peers and supervisors
4. Shows evidence of professional growth
5. Is sensitive to need for program evaluation
6. Shares ideas and materials with colleagues
7. Supervises the library staff
8. Advises and works closely with teachers in selecting materials
9. Identifies and develops on a yearly basis performance areas which will receive special evaluative emphasis

E. Professional Qualities

1. Complies with Board of Education and administration policies, procedures, and directives
2. Complies with state law, Teacher Handbook, and negotiated agreement
3. In the school setting, conducts one's self in a professional manner

F. OSHA Responsibilities

1. know and use safe work procedures
2. recognize job hazards and take proper pre-cautions to assure personal, as well as fellow employee and public, safety
3. inform his/her supervisor immediately of hazards, unsafe equipment and acts, and recommend solutions to correct deficiencies
4. actively participate in safety training and program
5. immediately report accidents, injuries, and near misses to his/her supervisor
6. report to work in a condition to be able to work safely

CLYDE-GREEN SPRINGS EXEMPTED VILLAGE SCHOOLS

Guidance Counselor Job Description

I. Line of Authority

Counselors are responsible to administration in the following order: their building principal and/or assistant principal, assistant superintendent (director of curriculum), and superintendent.

II. Qualifications

Counselors must possess certificates granted by the Ohio Department of Education

III. Duties and Responsibilities

A. Instruction and Effective Organization

1. Insures basic preparation
2. Maintains currency of knowledge
3. Has skill in methodology, uses new and/or varied approaches
4. Provides proper evaluation, keeps records, and reports to parents on student achievement and grades
5. Sets reasonable behavior standards, maintains student discipline and a climate suitable for learning to take place
6. Is responsible for the protection of books, equipment and physical environment within his/her care

B. Effective Communication

1. Develops, initiates, and maintains pupil and parent contacts
2. Strives for district program interpretation
3. Uses tact and judgment
4. Uses acceptable written and oral language

C. Interaction with Pupils

1. Promotes pupil participation, involvement, and responsibility
2. Provides for individual student needs
3. Establishes and communicates to the students reasonable expectations and objectives
4. Uses discretion in handling pupil information
5. Helps coordinate the district's testing program
6. Helps students and parents in relating to the students' interests, aptitudes, and abilities to immediate and long range educational and vocational plans

7. Collects and makes available to students and parents information about school curricular offerings, career opportunities, and planning for students' financial needs
8. Helps identify students in need of referral and provides follow-up assistance to students, parents, and agencies
9. Assists pupils in choosing meaningful courses of study
10. Furnishes student data to colleges, etc., and follows up on graduates
11. Complies with all state and federal regulations and statutes

D. Professional Participation

1. Insures preparation of material on a timely basis
2. Participates in education problem-solving in a positive way
3. Strives for positive working relationships with peers and supervisors
4. Shows evidence of professional growth
5. Is sensitive to need for program evaluation
6. Is willing to positively evaluate results
7. Shares ideas and materials with colleagues
8. Identifies and develops on a yearly basis performance areas which will receive special evaluative emphasis

E. Professional Qualities

1. Complies with Board of Education and administration policies, procedures, and directives
2. Complies with state law, Teacher Handbook, and negotiated agreement
3. In the school setting, conducts one's self in a professional manner

F. OSHA Responsibilities

1. know and use safe work procedures
2. recognize job hazards and take proper pre-cautions to assure personal, as well as fellow employee and public, safety
3. inform his/her supervisor immediately of hazards, unsafe equipment and acts, and recommend solutions to correct deficiencies
4. actively participate in safety training and program
5. immediately report accidents, injuries, and near misses to his/her supervisor
6. report to work in a condition to be able to work safely

CLYDE-GREEN SPRINGS EXEMPTED VILLAGE SCHOOLS

Speech and Hearing Therapist Job Description

I. Line of Authority

Speech and Hearing Therapists are responsible to administration in the following order: their building principal and/or assistant principal, assistant superintendent (director of curriculum), and superintendent.

II. Qualifications

Speech and Hearing Therapists must possess certificates granted by the Ohio Department of Education.

III. Duties and Responsibilities

A. Instruction and Effective Organization

1. Insures basic preparation
2. Maintains currency of knowledge
3. Has skill in methodology, uses new and/or varied approaches
4. Sets reasonable behavior standards and maintains student discipline
5. Is responsible for the protection of books, equipment and physical environment within his/her care
6. Implements speech and language therapy as provided in each child's IEP

B. Effective Communication

1. Develops, initiates, and maintains pupil and parent contacts
2. Strives for district program interpretation
3. Uses tact and judgment
4. Uses acceptable written and oral language

C. Interaction with Pupils

1. Promotes pupil participation, involvement, and responsibility
2. Provides for individual student needs
3. Establishes and communicates to the students reasonable expectations and objectives
4. Uses discretion in handling pupil information
5. Identifies and diagnoses students with specific speech and/or hearing handicaps
6. Provides speech, language, and hearing screening as necessary
7. Complies with all state and federal regulations and statutes

D. Professional Participation

1. Insures preparation of material on a timely basis
2. Participates in education problem-solving in a positive way
3. Strives for positive working relationships with peers and supervisors
4. Shows evidence of professional growth
5. Is sensitive to need for program evaluation
6. Is willing to positively evaluate results
7. Shares ideas and materials with colleagues
8. Advises and works closely with teacher in selecting materials
9. Identifies and develops on a yearly basis performance areas which will receive special evaluative emphasis

E. Professional Qualities

1. Complies with Board of Education and administration policies, procedures, and directives
2. Complies with state law, Teacher Handbook, and negotiated agreement
3. In the school setting, conducts one's self in a professional manner

F. OSHA Responsibilities

1. know and use safe work procedures
2. recognize job hazards and take proper pre-cautions to assure personal, as well as fellow employee and public, safety
3. inform his/her supervisor immediately of hazards, unsafe equipment and acts, and recommend solutions to correct deficiencies
4. actively participate in safety training and program
5. immediately report accidents, injuries, and near misses to his/her supervisor
6. report to work in a condition to be able to work safely

**CLYDE-GREEN SPRINGS EXEMPTED VILLAGE SCHOOLS**

**Teacher Performance Evaluation**

**NEW EVALUATION FORMS WILL BE DEVELOPED AND ATTACHED UPON COMPLETION**

**CLYDE-GREEN SPRINGS EXEMPTED VILLAGE SCHOOL DISTRICT  
SALARY INDEX  
EFFECTIVE JULY 1, 2005**

Exp.	II Bachelors	III BS & Total 150 Sem. Hrs.	IV BS & 20 Grad. Sem. Hrs. OR 165 Sem. Hrs.	V Masters	VI Masters & 15 Grad. Sem. Hrs.	VII Masters & 30 Grad. Sem. Hrs.
STEP 0	1.000	1.038	1.081	1.129	1.182	1.240
STEP 1	1.038	1.081	1.129	1.182	1.240	1.303
STEP 2	1.076	1.124	1.177	1.235	1.298	1.366
STEP 3	1.114	1.167	1.225	1.288	1.356	1.429
STEP 4	1.152	1.210	1.273	1.341	1.414	1.492
STEP 5	1.190	1.253	1.321	1.394	1.472	1.555
STEP 6	1.228	1.296	1.369	1.447	1.530	1.618
STEP 7	1.266	1.339	1.417	1.500	1.588	1.681
STEP 8	1.304	1.382	1.465	1.553	1.646	1.744
STEP 9	1.342	1.425	1.513	1.606	1.704	1.807
STEP 10	1.380	1.468	1.561	1.659	1.762	1.870
STEP 11	1.418	1.511	1.609	1.712	1.820	1.933
STEP 12	1.456	1.554	1.657	1.765	1.878	1.996
STEP 13	1.494	1.597	1.705	1.818	1.936	2.059
STEP 15	1.532	1.640	1.753	1.871	1.994	2.122
STEP 20	1.570	1.683	1.801	1.924	2.052	2.185

**CLYDE-GREEN SPRINGS EXEMPTED VILLAGE SCHOOL DISTRICT  
TEACHERS' SALARY SCHEDULE  
EFFECTIVE JULY 1, 2014**

<b>Exp.</b>	<b>II Bachelors</b>	<b>III BS &amp; Total 150 Sem. Hrs.</b>	<b>IV BS &amp; 20 Grad. Sem. Hrs. OR 165 Sem. Hrs.</b>	<b>V Masters</b>	<b>VI Masters &amp; 15 Grad. Sem. Hrs.</b>	<b>VII Masters &amp; 30 Grad. Sem. Hrs.</b>
<b>STEP 0</b>	33,906	35,194	36,652	38,280	40,077	42,043
<b>STEP 1</b>	35,194	36,652	38,280	40,077	42,043	44,180
<b>STEP 2</b>	36,483	38,110	39,907	41,874	44,010	46,316
<b>STEP 3</b>	37,771	39,568	41,535	43,671	45,977	48,452
<b>STEP 4</b>	39,060	41,026	43,162	45,468	47,943	50,588
<b>STEP 5</b>	40,348	42,484	44,790	47,265	49,910	52,724
<b>STEP 6</b>	41,637	43,942	46,417	49,062	51,876	54,860
<b>STEP 7</b>	42,925	45,400	48,045	50,859	53,843	56,996
<b>STEP 8</b>	44,213	46,858	49,672	52,656	55,809	59,132
<b>STEP 9</b>	45,502	48,316	51,300	54,453	57,776	61,268
<b>STEP 10</b>	46,790	49,774	52,927	56,250	59,742	63,404
<b>STEP 11</b>	48,079	51,232	54,555	58,047	61,709	65,540
<b>STEP 12</b>	49,367	52,690	56,182	59,844	63,675	67,676
<b>STEP 13</b>	50,656	54,148	57,810	61,641	65,642	69,812
<b>STEP 15</b>	51,944	55,606	59,437	63,438	67,609	71,949
<b>STEP 20</b>	53,232	57,064	61,065	65,235	69,575	74,085

**CLYDE-GREEN SPRINGS EXEMPTED VILLAGE SCHOOL DISTRICT  
TEACHERS' SALARY SCHEDULE  
EFFECTIVE JULY 1, 2015**

<b>Exp.</b>	<b>II Bachelors</b>	<b>III BS &amp; Total 150 Sem. Hrs.</b>	<b>IV BS &amp; 20 Grad. Sem. Hrs. OR 165 Sem. Hrs.</b>	<b>V Masters</b>	<b>VI Masters &amp; 15 Grad. Sem. Hrs.</b>	<b>VII Masters &amp; 30 Grad. Sem. Hrs.</b>
<b>STEP 0</b>	34,584	35,898	37,385	39,045	40,878	42,884
<b>STEP 1</b>	35,898	37,385	39,045	40,878	42,884	45,063
<b>STEP 2</b>	37,212	38,872	40,705	42,711	44,890	47,242
<b>STEP 3</b>	38,527	40,360	42,365	44,544	46,896	49,421
<b>STEP 4</b>	39,841	41,847	44,025	46,377	48,902	51,599
<b>STEP 5</b>	41,155	43,334	45,685	48,210	50,908	53,778
<b>STEP 6</b>	42,469	44,821	47,345	50,043	52,914	55,957
<b>STEP 7</b>	43,783	46,308	49,006	51,876	54,919	58,136
<b>STEP 8</b>	45,098	47,795	50,666	53,709	56,925	60,314
<b>STEP 9</b>	46,412	49,282	52,326	55,542	58,931	62,493
<b>STEP 10</b>	47,726	50,769	53,986	57,375	60,937	64,672
<b>STEP 11</b>	49,040	52,256	55,646	59,208	62,943	66,851
<b>STEP 12</b>	50,354	53,744	57,306	61,041	64,949	69,030
<b>STEP 13</b>	51,668	55,231	58,966	62,874	66,955	71,208
<b>STEP 15</b>	52,983	56,718	60,626	64,707	68,960	73,387
<b>STEP 20</b>	54,297	58,205	62,286	66,540	70,966	75,566

CLYDE-GREEN SPRINGS EXEMPTED VILLAGE SCHOOLS  
EXTRA DUTY SALARY SCHEDULE

<u>POSITION</u>	<u>STEP</u> <u>1</u>	<u>STEP</u> <u>2</u>	<u>STEP</u> <u>3</u>	<u>STEP</u> <u>4</u>	<u>STEP</u> <u>5</u>	<u>STEP</u> <u>6</u>	<u>STEP</u> <u>7</u>
Athletic Director	.124	.136	.148	.160	.172	.184	.196
Assistant Athletic Director	.090	.100	.110	.120	.130	.140	.150
Middle School Athletic Director	.090	.100	.110	.120	.130	.140	.150
<u>Football:</u>							
Head Coach	.124	.136	.148	.160	.172	.184	.196
Assistant	.080	.090	.100	.110	.120	.130	.140
9th Grade	.060	.068	.076	.084	.092	.100	.108
Middle School	.060	.068	.076	.084	.092	.100	.108
<u>Basketball (Boys/Girls):</u>							
Head Coach	.124	.136	.148	.160	.172	.184	.196
Assistant	.080	.090	.100	.110	.120	.130	.140
9th Grade	.060	.068	.076	.084	.092	.100	.108
Middle School	.060	.068	.076	.084	.092	.100	.108
<u>Wrestling:</u>							
Head Coach	.100	.110	.120	.130	.140	.150	.160
Assistant	.080	.090	.100	.110	.120	.130	.140
Middle School	.060	.068	.076	.084	.092	.100	.108
<u>Baseball/Softball:</u>							
Head Coach	.090	.100	.110	.120	.130	.140	.150
Assistant	.065	.073	.081	.089	.097	.105	.113
Freshman	.049	.055	.061	.067	.073	.079	.085
<u>Track (Boys/Girls):</u>							
Head Coach	.090	.100	.110	.120	.130	.140	.150
Assistant	.065	.073	.081	.089	.097	.105	.113
Middle School	.049	.055	.061	.067	.073	.079	.085
<u>Cross Country (Boys/Girls):</u>							
Head Coach	.067	.075	.083	.091	.099	.107	.115
Middle School	.049	.055	.061	.067	.073	.079	.085
<u>Golf:</u>							
Head Coach	.067	.075	.083	.091	.099	.107	.115
Assistant	.049	.055	.061	.067	.073	.079	.085

**EXTRA DUTY SALARY SCHEDULE**

<u>POSITION</u>	<u>STEP</u> <u>1</u>	<u>STEP</u> <u>2</u>	<u>STEP</u> <u>3</u>	<u>STEP</u> <u>4</u>	<u>STEP</u> <u>5</u>	<u>STEP</u> <u>6</u>	<u>STEP</u> <u>7</u>
<u>Tennis (Boys/Girls):</u>							
Head Coach	.067	.075	.083	.091	.099	.107	.115
Assistant	.049	.055	.061	.067	.073	.079	.085
<u>Soccer:</u>							
High School	.067	.075	.083	.091	.099	.107	.115
Junior Varsity (Boys/Girls)	.049	.055	.061	.067	.073	.079	.085
Middle School	.049	.055	.061	.067	.073	.079	.085
<u>Volleyball:</u>							
Head Coach	.100	.110	.120	.130	.140	.150	.160
Assistant	.080	.090	.100	.110	.120	.130	.140
Freshman	.060	.068	.076	.084	.092	.100	.108
Middle School	.060	.068	.076	.084	.092	.100	.108
<u>Cheerleader:</u>							
High School	.100	.110	.120	.130	.140	.150	.160
Assistant	.080	.090	.100	.110	.120	.130	.140
Middle School	.060	.068	.076	.084	.092	.100	.108
<u>Physical Fitness:</u>							
9 months	.124 Based on minimum of 4 days per week, 2 hours per day						
Summer	\$8 per hour/maximum of 23 hours per week for 8 weeks						
<u>Music:</u>							
High School Band							
Marching/Concert	.085	.091	.097	.103	.109	.115	.121
Jazz Band	.010	.013	.016	.019	.022	.025	.028
Pep Band	.010	.013	.016	.019	.022	.025	.028
Middle School Band							
Jazz Band	.030	.036	.042	.048	.054	.060	.066
Jazz Band	.010	.013	.016	.019	.022	.025	.028
Assistant Marching Band	.030	.036	.042	.048	.054	.060	.066
Flag Advisor	.011	.015	.019	.023	.027	.031	.035
High School Vocal							
Choirs	.048	.054	.060	.066	.072	.078	.084
Swing Choir	.025	.029	.033	.037	.041	.045	.049
Middle School Vocal							
Swing Choir	.025	.029	.033	.037	.041	.045	.049
Swing Choir	.022	.026	.030	.034	.038	.042	.046
Mariette Advisor	.011	.015	.019	.023	.027	.031	.035

**EXTRA DUTY SALARY SCHEDULE**

<u>POSITION</u>	<u>STEP</u> <u>1</u>	<u>STEP</u> <u>2</u>	<u>STEP</u> <u>3</u>	<u>STEP</u> <u>4</u>	<u>STEP</u> <u>5</u>	<u>STEP</u> <u>6</u>	<u>STEP</u> <u>7</u>
<b><u>Drama and Musicals</u></b>							
H.S. Play Director (each play)	.025	.029	.033	.037	.041	.045	.049
Assistant Director (each play)	.015	.019	.023	.027	.031	.035	.039
Middle School Play Director	.015	.019	.023	.027	.031	.035	.039
Musical Director	.040	.046	.052	.058	.064	.070	.076
Vocal Assistant	.015	.019	.023	.027	.031	.035	.039
Instrumental Assistant	.015	.019	.023	.027	.031	.035	.039
Technical Assistant (2)	.015	.019	.023	.027	.031	.035	.039
Elementary Musical	.0075 per production/to be performed as Grades 1-3, Grades 2-4, Grade 5 and Grade 6						
Elementary Swing Choir	.015	.019	.023	.027	.031	.035	.039
<b><u>Publications:</u></b>							
High School Yearbook	.050	.056	.062	.068	.074	.080	.086
Middle School Yearbook	.015	.019	.023	.027	.031	.035	.039
Newspaper	.039	.045	.051	.057	.063	.069	.075
Broadcast Journalism (beginning at Step 1 for FY 2009)	.039	.045	.051	.057	.063	.069	.075
<b><u>Other Activities:</u></b>							
Auditorium Director	.012	.013	.014	.015	.016	.017	0.18
High School Student Council	.020	.024	.028	.032	.036	.040	.044
Middle School Student Council	.015	.019	.023	.027	.031	.035	.039
Elementary Student Council	.011	.015	.019	.023	.027	.031	.035
National Honor Society	.011	.015	.019	.023	.027	.031	.035
Varsity "C"	.011	.015	.019	.023	.027	.031	.035
Quiz Team (High School)	.020	.024	.028	.032	.036	.040	.044
Quiz Team (Middle School)	.010	.014	.018	.022	.026	030	.034
Quiz Team (Elementary)	.015	.019	.023	.027	.031	.035	.039
Department Chairperson (Math, Social Studies, English, Science) <sup>4</sup>			.019				
Department Chairperson (Special Education, Business Tech, Foreign Language, Physical Education, Art, Music) <sup>4</sup>							.015
Web Page Coordinator	.015						
Mentor Teacher	\$500						
Entry Year/Resident Educator Mentor Teacher	\$800						
Power of the Pen (Middle School)	\$100						
Model UN (High School)	\$500						
Model UN (Middle School)	\$500						
Art Show Setup (per each teacher)	\$100						



SPORT \_\_\_\_\_  
HEAD COACH \_\_\_\_\_

All coaches for the sport of \_\_\_\_\_ must complete and submit the following to the Athletic Office at the conclusion of the season.

CHECKLIST FOR ALL ITEMS THAT MUST BE COMPLETED

- \_\_\_\_\_ Evaluations of coaches (for head coaches only). Head coaches must evaluate their assistants.
- \_\_\_\_\_ Season Record - Athletic Director
- \_\_\_\_\_ Plaque Winners - Athletic Director
- \_\_\_\_\_ Trophy Winners - Athletic Director
- \_\_\_\_\_ Certificate Winners - Athletic Director
- \_\_\_\_\_ Final Squad List - Athletic Director
- \_\_\_\_\_ High School athletes' sport records supplied to secretary
- \_\_\_\_\_ Inventory of equipment - Athletic Director
- \_\_\_\_\_ Names of students with lost equipment - Athletic Director
- \_\_\_\_\_ Location of equipment storage - Athletic Director
- \_\_\_\_\_ Junior High Athletic Director's clearance on Junior High equipment and records. (Junior High Athletic Director will notify completion of this to Athletic Director.)
- \_\_\_\_\_ Keys turned in.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Athletic Director's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

**SUPPLEMENTAL CONTRACT AUTHORIZATION**

\_\_\_\_\_ has completed (one-half) (all) of the supplemental assignment of \_\_\_\_\_ the \_\_\_\_\_ - \_\_\_\_\_ school year.

\_\_\_\_\_  
Principal's Signature

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

CLYDE-GREEN SPRINGS EXEMPTED VILLAGE SCHOOLS

Tuition Reimbursement Application

Name \_\_\_\_\_ Date \_\_\_\_\_

College, University, or Sponsoring Organization \_\_\_\_\_

Course Number \_\_\_\_\_ Course Name \_\_\_\_\_

A. Credit Course: Semester Hours \_\_\_\_\_, Quarter Hours \_\_\_\_\_, Cost Per Hour \_\_\_\_\_

B. Noncredit Course: Class Length \_\_\_\_\_, Total Cost \_\_\_\_\_

Approximate starting and ending dates of this course: \_\_\_\_\_ to \_\_\_\_\_

Relationship of class to teaching assignment/areas of certification: \_\_\_\_\_

To be eligible for reimbursement, certificated employees must:

- 1) Have at least two (2) years of prior professional service in the Clyde-Green Springs Exempted Village School District.
- 2) The course work shall have the prior approval of the Superintendent or designee.
- 3) Reimbursement will be made for graduate or undergraduate courses which fall into one or more of the following categories:
  - a. courses which are directly related to the employee's teaching assignment,
  - b. courses which relate to a certification area listed on the individual's teaching certificate(s),
  - c. courses in the field of education,
  - d. courses which deal with an area of extra-curricular employment,
  - e. other course work specifically approved by the Superintendent or designee.
- 4) Teacher must receive a grade of "B-" or better, and/or if a pass/fail course receive a passing grade, to be eligible for reimbursement.
- 5) To be eligible to receive payment for courses taken during the summer, the employee must work in C-GS Schools the year following receiving course credit or must have been granted a leave of absence or have been RIF'd or nonrenewed.
- 6) The maximum number of hours reimbursable per employee shall be nine (9) quarter hours or six (6) semester hours from July 1 through June 30. The completion date of the course will determine for which year the credit hours are eligible for reimbursement. For example, courses completed after June 30 annually shall be reimbursed out of the next fiscal year's funds.
- 7) The Clyde-Green Springs Board of Education will appropriate \$21,500 in each fiscal year (July 1-June 30) for tuition reimbursement for bargaining unit employees. In addition, the Board shall place up to an additional \$2,000 in the fund annually as a result of money recaptured from the previous calendar year's unused Health Care Flexible Spending Account (Section 125) deposits. Evidence of course completion, namely transcripts and fee receipt, must be provided to the Treasurer no later than July 30 for the previous fiscal year in order to share in the distribution of appropriate funds. Funds will be disbursed by September 1 annually.
- 8) Employees will be reimbursed an amount calculated in accordance with the following formula:  
 Tuition Fund total divided by the total number of semester hours (or equivalent quarter hours) taken by all employees multiplied by the number of reimbursable semester hours (or equivalent quarter hours) taken by each eligible employee. In no case shall an employee be paid more than the actual cost of the course.

Board Office Use Only

Date Received \_\_\_\_\_

Application Approved \_\_\_\_\_

Application Rejected \_\_\_\_\_

Authorization for Payment \_\_\_\_\_

White Treasurer's Copy

Yellow Superintendent's Copy

Pink Teacher Payment Authorization

Gold Teacher Initial Approval

8/2002

## TUITION REIMBURSEMENT

### Additional Information

1. Reimbursement will be made for graduate, undergraduate, or noncredit courses which fall into one or more of the following categories:
  - A. Courses which are directly related to the employee's teaching assignment;
  - B. Courses which relate to any certification area listed on the individual's teaching certificate(s);
  - C. Courses in the field of education;
  - D. Courses which deal with an area of extra-curricular employment;
  - E. Other coursework specifically approved by the Superintendent.
2. To be eligible to receive payment for courses taken during the summer, the employee must work in the Clyde-Green Springs Schools the following year, must have been granted a leave of absence, or have been RIF'd or nonrenewed.
3. To receive reimbursement, the employee must submit a grade slip or, in the case of noncredit courses, proof of successful completion and a bill indicating payment.
4. Reimbursement shall be based on a first come, first served basis, determined by the time approval is granted by the Superintendent, up to the maximum amount per year as established in the Master Contract. An employee may apply for tuition reimbursement no sooner than one quarter or one semester in advance of the actual quarter/semester in which the course(s) will be taken.
5. Employees will be reimbursed an amount calculated in accordance with the following formula:

Tuition Fund total divided by the total number of semester hours (or equivalent quarter hours) taken by all employees multiplied by the number of reimbursable semester hours (or equivalent quarter hours) taken by each eligible employee. In no case shall an employee be paid more than the actual cost of the course.

DONATION OF SICK LEAVE

GUIDELINES FOR DONATION OF SICK LEAVE

1. SICK LEAVE WILL BE DEDUCTED FROM THE TOTAL ACCUMULATION OF THE DONOR.
2. DONORS MAY DONATE ONE (1) DAY OF SICK LEAVE TO EACH ELIGIBLE APPLICANT PER YEAR.
3. THE NAMES OF THOSE WHO DONATE TO THE SICK LEAVE BANK WILL BE KEPT CONFIDENTIAL.

I HAVE READ THE ABOVE INFORMATION AND AGREE TO DONATE \_\_\_\_\_ DAYS.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF EMPLOYEE MAKING DONATION

\_\_\_\_\_  
SIGNATURE

THIS FORM SHOULD BE RETURNED TO THE TREASURER.

SICK LEAVE BANK REQUEST FORM

EMPLOYEE'S NAME \_\_\_\_\_

I AM REQUESTING \_\_\_\_\_ NUMBER OF DAYS FROM THE SICK LEAVE BANK.

THE REASON I AM REQUESTING SICK LEAVE IS:

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

1. I UNDERSTAND THAT MY REQUEST WILL BE CONSIDERED AND GRANTED ONLY IF THERE ARE DAYS DONATED BY FELLOW EMPLOYEES TO THE SICK LEAVE BANK.
2. I UNDERSTAND THAT THE NUMBER OF DAYS GRANTED CANNOT EXCEED THE NUMBER OF DAYS THAT HAVE BEEN DONATED.
3. I HAVE READ THE GUIDELINES FOR USE OF SICK LEAVE BANK IN THE MASTER CONTRACT.
4. I UNDERSTAND THAT I AM ONLY ELIGIBLE TO USE THE SICK LEAVE BANK DURING MY CURRENT CONTRACT OR CURRENT SCHOOL YEAR.

I HAVE READ ALL OF THE ABOVE STATEMENTS AND AGREE TO ABIDE BY THE CONDITIONS.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME OF PERSON MAKING REQUEST  
(NAME MAY BE WITHHELD ON DONATION  
REQUEST FORM UPON REQUEST OF PERSON  
MAKING REQUEST FOR SICK LEAVE BANK.  
I \_\_\_ DO \_\_\_ DO NOT REQUEST THAT MY  
NAME BE WITHHELD.)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED BY COMMITTEE

ONE COPY OF THIS FORM SHOULD BE RETURNED TO THE SUPERINTENDENT AND ONE COPY SHOULD BE SENT TO THE ASSOCIATION PRESIDENT.

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