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MASTER CONTRACT

CARLISLE TEACHERS ASSOCIATION

AND THE

CARLISLE LOCAL BOARD OF EDUCATION

JULY 1, 2014 THROUGH JUNE 30, 2017

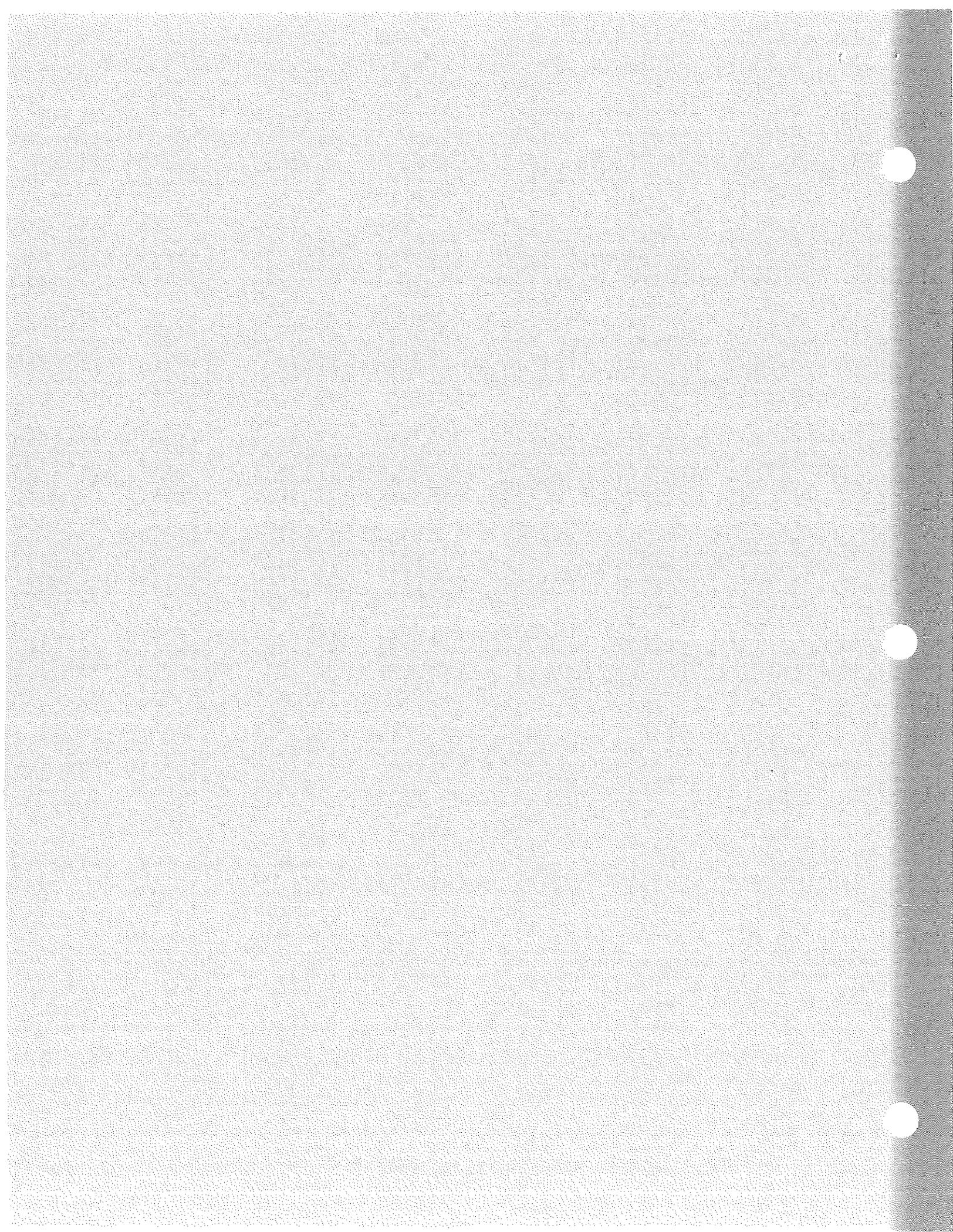


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ARTICLE I - RECOGNITION

1.01 Recognition of the Association

The Carlisle Board of Education, hereinafter "Board" or "District", hereby recognizes the Carlisle/OEA/NEA Teachers Association, hereinafter the "Association", as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 ORC, for all full-time and regularly employed part-time certificated employees including classroom teachers, counselors, individual/small group instructors, media specialists, nurses, and special area teachers, excluding the Superintendent, Assistant Superintendent, principals and assistant principals, and all other employees of the District who have the authority to employ, evaluate, discipline or recommend the discharge of members of the instructional staff. The Board recognizes that Association representation will include any newly created position which would be filled by those identified as instructional staff in this paragraph.

1.02 Recognition of the Board

The Association recognizes that the Board is a locally elected body charged with the establishment of policy of public education in the District and is the employer of all personnel of the school system under state law. The Association further recognizes that the Board has sole responsibility for the management and control of all the public schools of whatever name or character in the District, as provided in Ohio Revised Code (ORC) §3313.47 and 4117.08.

1.03 Recognition of the Superintendent

The Superintendent is recognized as the chief administrator of the District and executive agent of the Board. He/she is further recognized to implement and administer policies of the District.

ARTICLE II – DEFINITIONS

2.01 Days

Days shall mean calendar days unless otherwise specified.

2.02 Member

Member, as used in this Contract, shall refer to a member of the bargaining unit as defined in 1.01 above.

2.03 Seniority

Seniority is defined as the length of continuous employment in a bargaining unit position as verified by Board minutes.

1. Seniority shall begin to accrue from the first day hired into a bargaining unit position, as verified by Board minutes.
2. Seniority shall accrue for all time a member is on active pay status, is in military service, or is on paid or unpaid sabbatical leave.
3. Time spent on inactive pay status (unpaid leave, layoff or receiving worker's compensation benefits) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
4. A member who accepts a position outside the bargaining unit shall not accrue seniority while employed in the position but shall retain his/her seniority held while employed in a bargaining unit position.
5. In the event that two or more members have equal seniority then the tie shall be broken as follows:
 - a) the date of the Board meeting at which the member was hired, as verified by Board minutes; and then by
 - b) a drawing among any members who were hired at the same meeting, with the first name drawn having the greatest seniority, the second name having the next greater seniority, etc. The drawing will be conducted prior to the completion of the minutes by the secretary who prepares the minutes, in the presence of both an administrator and an Association observer.

ARTICLE III - BARGAINING PROCEDURE

3.01 Purpose

It is the purpose of this procedure to establish an orderly manner to consider and resolve issues of concern between the Board and the Association.

3.02 Subjects for Bargaining

All matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the Board and the Association.

Nothing shall impair the right and responsibility of the Board to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire members;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain members;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit. The Board is not required to bargain on subjects reserved to the management and direction of the District except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of the collective bargaining agreement.

3.03 Bargaining Teams

The bargaining procedure shall be conducted between representatives of the Board and the Association. These representatives shall be known as the bargaining teams. Each team may consist of no more than five (5) members. Each party represented in the

bargaining procedure shall determine its bargaining team representatives but shall not select members of the other party involved in the bargaining procedure. A quorum of three (3) members of each team shall be present before a session is commenced, unless mutually waived by the parties.

3.04 Request for Bargaining

- A. Upon a request of either party for a meeting to open bargaining, a mutually acceptable meeting date shall be set not more than thirty (30) days following such request. In any given school year, such request shall be made by March 1 with the first meeting held on or before April 1.
- B. The requesting party shall serve a copy of the request upon the State Employment Relations Board (SERB).
- C. The letter to initiate the bargaining procedure shall include the following:
 - 1. Date of writing;
 - 2. Statement that the purpose is to initiate the bargaining procedure;
 - 3. A list of issues the initiating party is submitting for bargaining;
 - 4. The name of the representative of the requesting party to be contacted to make arrangements for establishing the initial bargaining session; and
 - 5. Signature and position of sender of the letter.

Upon the receipt of the letter to initiate the bargaining procedure, the receiving party, within fifteen (15) days of receipt of said letter, shall respond in writing including the following:

- 1. Date of writing;
 - 2. Acknowledgement of receipt of letter to initiate the bargaining procedure;
 - 3. A list of issues the receiving party wishes to submit to the bargaining procedure;
 - 4. The name of the representative of the receiving party to contact concerning arrangements for establishing the initial bargaining session; and
 - 5. Signature and position of the sender of the letter.
- D. All issues proposed for discussion shall be reduced to writing in comprehensive style by each party and presented to the other party at the first meeting as a complete package. Written mutual consent shall be necessary for the parties to discuss any additional proposal not presented at the first meeting.

3.05 Bargaining in Executive Session

All bargaining sessions shall be in executive session, which means that only members of the bargaining teams, consultants as provided for in this procedure, and others mutually agreed to between the bargaining teams shall be in the room in which the bargaining session is being held.

3.06 Good Faith Bargaining

"Good Faith Bargaining" is defined as the willingness to consider, propose, make concessions and counterproposals in an effort to reach a mutually agreed position on matters which are negotiable. The unwillingness of one or the other party to change its position shall not constitute bad faith.

3.07 General Provisions

- A. Exchange of Information: The Board and the Association agree to provide the other, upon request, pertinent public information to areas that may be discussed during the bargaining period at no charge.
- B. Caucus: Either bargaining team may call for a caucus during a bargaining session. A caucus shall be for a period of thirty (30) minutes unless otherwise mutually agreed to.
- C. Recess: A recess in the bargaining session may be called for by either team when it is determined that further progress cannot be made at the present session. A recess shall not commence until the time, place and date have been established for the next session, which shall not be longer than three (3) days from the present session.
- D. Progress Reports: Each bargaining team shall be responsible to make periodic progress reports to the respective party it represents during the bargaining procedure.
- E. Ad Hoc Committee: Ad hoc committees may be created by the bargaining teams to study a given area and make a report at a specified time as directed by the teams.
- F. Consultants: Either bargaining team may utilize the assistance of consultants at any session to assist in the process. Cost of such consultants shall be borne by the party utilizing such consultants. The team planning to utilize the services of a consultant shall give the other team five (5) days notice of such intent and who the consultant will be and the topic the consultant will address at the bargaining table.

3.08 Impasse

If no agreement had been reached within forty-five (45) days of the first negotiations session between the parties, either party may declare impasse and call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. The

mediation period shall be for thirty (30) calendar days from the date of the initial mediation session. The impasse procedure shall be deemed exhausted at the conclusion of the thirty (30) calendar day period unless there is a mutual agreement by the parties to extend mediation. In the event mediation does not produce an agreement, and, in the case of negotiations for a successor agreement, the collective bargaining agreement has expired, or, in the case of negotiations pursuant to the reopener provisions of this agreement, the members shall have the right to strike provided that the Association gives ten (10) day notice of an intent to strike to the Board and the State Employment Relations Board as required by ORC §4117.14.

3.09 Ratification of Agreement

- A. When agreement has been obtained on all issues submitted to the bargaining process, or issues have otherwise been resolved, each issue shall be reduced to writing, be signed by the spokesperson of each party, and be presented to the Association for its approval within fifteen (15) days of the last bargaining session. Both bargaining teams agree to recommend to their party any package agreed to by the teams at the table.

Each issue submitted shall specify in writing its exact terms and the date that said issue is to become effective.

Once the issues have been approved by the Association, they shall be submitted to the Board for its consideration at its next regular or special Board meeting but, in any case, no later than fifteen (15) days after the last bargaining session. If approved by both parties, the issues shall be signed by the President of the Association and the Board and entered into the official minutes.

When applicable, negotiated items will be reflected in the individual Contract or statement of conditions of service as submitted to the employees.

- B. All items of the Contract shall become effective upon ratification unless specifically stated otherwise.
- C. The Association and the Board shall share the cost of providing a copy of this Contract for each member of the bargaining unit.

3.10 Reopener Provisions

- A. If mutually agreed to by the parties, this Contract or any part thereof may be renegotiated prior to the termination of the effective date of same. Negotiations shall begin within ten (10) days of the agreement to renegotiate on those specific items mutually agreed to reopen.
- B. An initial request for a reopener must be made in accordance with Section 3.04 of this Contract and the negotiations on said items shall be in accordance with the provisions of this Article.

C. Negotiations for a successor agreement shall proceed in accordance with the provisions of this Article.

3.11 Contrary to Law Provisions

- A. If any provisions of this Contract shall be found to be contrary to law (after all appeals, if any, to a court of competent jurisdiction have been decided), then that provision shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect for the term of the Contract.
- B. Any Section of the Contract found to be unlawful (after all appeals, if any, to a court of competent jurisdiction have been decided) shall be renegotiated by the parties. Negotiations on such a Section only shall commence within fifteen (15) days of the determination that the provision is unlawful. Negotiations shall be in accordance with the procedure outlined in this Article.

ARTICLE IV - GRIEVANCE PROCEDURE

4.01 Definitions

A. Days

Days, when used herein, shall mean a member's workday. During the summer months, a workday shall mean Monday through Friday, excluding legal holidays.

B. Grievance

A grievance is defined as a complaint based upon an alleged violation, misinterpretation or misapplication of the Contract between the Board and the Association.

C. Grievant

There shall be two types of grievances:

1. Individual grievance shall involve an individual member.
2. Association grievance is a violation, misapplication or misinterpretation of the Contract which involves two or more members and/or the Association. All Association grievances shall be initiated at Step Two of the Grievance Procedure. For Association grievances a written administrative summary of the preliminary meeting will be attached to the grievance form. This form will include the date of the informal meeting, the administrative response, and the results of the preliminary meeting.

4.02 Procedures

- A. It is generally agreed that grievances, misunderstandings and personality problems should ideally be resolved between professional staff and administrators without elaborate procedure.
- B. Where for any reason such person-to-person solutions seem to be impossible, the following procedures are accepted by the Association and the Board:
 - A. STEP ONE: A grievant shall commence formal proceedings within thirty (30) days of the occurrence of the act or condition which is the basis of said grievance or said grievance shall be waived.

Upon receipt of the written grievance, the building principal or appropriate administrator will arrange a meeting with the grievant and, if the grievant wishes, the building representative and other parties who may be needed to give information relative to the claim, within five (5) days after receipt of said written grievance. If the grievant is accompanied by a building representative at this level, the principal may have another administrator of the District present

for said meeting. The grievance will be discussed and the decision of the principal in writing will be given to the grievant within five (5) days of the meeting.

- B. STEP TWO: If the action taken by the building principal or assistant principal or appropriate administrator does not resolve the grievance to the satisfaction of the grievant(s), the grievant(s) may appeal in writing to the Superintendent or his/her designee.

Failure to file such appeal within seven (7) days from the receipt of the written decision of the principal's or assistant principal's action on said grievance shall be deemed a waiver of the right to appeal. Upon request, a hearing shall be conducted by the Superintendent or his/her designee within seven (7) days after the receipt of the request or at a mutually agreed date. The grievant(s) shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by a representative of the Association. The principal or assistant principal may be represented by a member of his/her Association.

The Superintendent or his/her designee shall take action on the appeal of the grievance within seven (7) days after the conclusion of said hearing or within seven (7) days of the receipt of the grievance if no hearing is requested. The action taken and the reasons for the action shall be reduced to writing and copies sent to the grievant(s), the building principal and/or assistant principal and the Association.

- C. STEP THREE: If the action taken by the Superintendent does not resolve the grievance the Association may demand arbitration of the issue. Notice of appeal shall be sent to the Treasurer within seven (7) days of the Association's receipt of the decision of the Superintendent. Failure to file such appeal within seven days of the receipt to the Superintendent will be deemed a waiver of the right to appeal.

The parties shall request a list of seven (7) names from the American Arbitration Association from which an arbitrator will be selected. No more than two additional lists of seven (7) names may be requested if an agreement cannot be reached on the first list. If the parties cannot agree on an arbitrator after considering three (3) lists, the arbitrator shall be selected in accordance with the rules and regulations of the American Arbitration Association.

The arbitrator shall conduct a hearing and receive such evidence and testimony as he/she deems proper. Such hearing shall be held at the earliest time mutually convenient to the grievant(s), the Board and the arbitrator.

In the case of disagreement concerning the time of the hearing, the arbitrator shall have the authority to determine the date and location of the hearing. The grievant and necessary witnesses shall be released from their duties without penalty.

After a full hearing on the matter, the arbitrator shall render his/her decision and recommendations as soon as possible. The report shall be transmitted simultaneously to the grievant(s) and the Board.

The arbitrator shall not have the power to add to, subtract from or modify this Contract and shall only have the authority to interpret the provisions of this Contract as the Contract relates to the specific grievance appealed to arbitration.

The cost of the arbitrator shall be borne equally by the Association and the Board.

The decision and recommendations of the arbitrator shall be binding on the parties.

4.03 General Provisions

- A. No member may be represented by any teacher organization other than the Association in any grievance initiated pursuant to this Contract.
- B. No reprisals of any kind will be taken by or against any party of interest, any participant(s) in the grievance procedure or any member(s) of the Association by reason of such participation.
- C. Forms for filing and appealing grievances are Appendix A of this Contract.
- D. The Board shall furnish the grievant(s) with all available public information as he/she/they may request for the processing of his/her/their grievance.
- E. A grievance may be withdrawn at any level without prejudice or accord.

ARTICLE V - ORGANIZATIONAL RIGHTS

5.01 Exchange of Information

- A. The Association President and the OEA Labor Relations Consultant shall be the authorized agents of the Association to receive all documents and/or communications from the Board. Exceptions may occur with notification from the President.
- B. The Board shall provide the Association President with a copy of the current Board policies.
- C. The Board shall maintain a copy of the Board policies and the current Contract in the library of each building.
- D. At the beginning of this Contract period, the Superintendent will provide the Association a copy of all forms which are to be used by members of the bargaining unit.
- E. The Board will provide, without cost, a copy of all documents which are public information as requested by the President or OEA Labor Relations Consultant.
- F. The Association shall be provided with a list of all members' names, addresses and telephone numbers, however, no member's address and telephone number shall be provided against the member's express wishes to the contrary.
- G. Names, addresses and telephone numbers of newly appointed members shall be given to the Association within five (5) days of their official employment provided, however, no member's address and telephone number shall be provided against the member's express wishes to the contrary.
- H. The Association President shall be notified in advance of any Board meeting. The agenda for any Board meeting shall be made available to the President when it is made available to the Board.
- I. The Association shall be provided names of members serving on District committees and copies of minutes of such meetings if minutes are published.
- J. Annually, within ten (10) days after elections, the Association shall provide the names of its officers to the Board Treasurer.

5.02 Exclusive Bargaining Representative

No person or persons represented by the Association shall bargain individually or collectively with the Board concerning any terms or provisions of this Contract except through designated representatives of the Association.

5.03 Non-Discrimination

- A. The Board agrees that it will not discriminate against any member because of membership in the Association, or as a result of negotiations with the Board or his/her institution of any grievance, complaint, or proceeding under this Contract.
- B. The Association agrees that it will not discriminate against any member of the Board or administration for any activity engaged in or position taken in connection with the collective bargaining process.

5.04 Official Spokesperson

The official position of the Association on any issue shall come from the President of the Association.

5.05 Organizational Rights

As sole and exclusive bargaining agent, the Association shall have the following organizational rights:

- A. Representatives of the Association, with the approval of the principal or his/her designee, shall be permitted to transact business on school property at reasonable times, provided that this action shall not occur while members are responsible for students.
- B. The Association shall have the privilege of displaying organizational materials in each member's lounge.
- C. The Association shall have the right to insert organizational materials in the members' mailboxes. Any materials being distributed to members by means of the members' mailboxes must identify the organization producing it. A copy of any general publication shall be provided to the building principal.
- D. The Association shall have the right to use the interschool mail system, school email system, PA system, audiovisual equipment for Association meetings (excluding use of the cable broadcasting), and duplicating instruments. The Association will reimburse the Board for use of Board paper and/or supplies.
- E. The Association shall have the right to participate in the annual orientation of new members and the opening day inservice for all members. A reasonable period of time will be provided at each meeting, as determined by the Superintendent.
- F. Members of the bargaining unit shall have the privilege of payroll deductions of organizational dues for the Association and any organizations with which the Association is affiliated and which are affiliated with the Association.
 - 1. Members shall sign an authorization form requesting payroll deduction of any and all dues and assessments of the Association and its affiliates.

2. Such authorization shall continue in effect until such time that said member gives written notice to the Treasurer of the Board to discontinue such deductions or employment with the Board terminates.
3. If a member gives written notice to the Treasurer of the Board to discontinue such deductions, the Treasurer shall provide the Treasurer of the Association, within forty-eight (48) hours of such action, the name(s) of said member(s) making such a request.
4. United Education Profession dues will be deducted in eighteen (18) equal amounts starting the second pay period of October. The monies deducted shall be transmitted to the Association Treasurer in eighteen (18) installments, one after each pay. Such transmittal shall include a listing of the amount deducted from each member.
5. Those members who join after October 1 of any school year shall have their dues deducted in equal amounts divided over the remaining payrolls of the school year in which they join the Association.

G. Right to Fair Share Fee

1. Payroll Deduction of Fair Share Fee - The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
2. Notification of the Amount of Fair Share Fee - Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.
3. Schedule of Fair Share Fee Deductions
 - a. All Fair Share Fee Payers - Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after December 31 until the second paycheck, which period shall be the required probationary period of newly-employed bargaining unit members.
 - b. Upon Termination of Membership During the Membership Year - The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet

to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions - The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom a such fair share fee deductions were made, the period covered, and the amounts deducted for each.
5. Procedure for Rebate - The Association represents to the Board that an internal rebate procedure has been established in accordance with ORC §4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
6. Entitlement to Rebate - Upon timely demand, non-members may apply to the Association for an advance reduction rebate of the fair share fee pursuant to the internal procedure adopted by the Association.
7. Indemnification of Employer - The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:
 - a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
 - b. The Association shall reserve the right to designate counsel to represent and defend the employer;
 - c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action;
 - d. The Board acted in good faith compliance with the fair share fee provision of this agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE VI - ASSOCIATION/ADMINISTRATION COMMITTEE

6.01 Labor/Management Committee (LMC)

- A. The Superintendent or his/her designee(s) shall meet five (5) times a year in a regularly scheduled meeting with the President of the Association and his/her designees to discuss and make decisions on items of mutual interest and concern. The purpose of this committee is to maintain open lines of communication.
- B. In addition to the Superintendent and Association President, the committee will consist of up to seven (7) appointed by the Superintendent and up to seven (7) members appointed by the Association President.
- C. The committee will be co-chaired by the Superintendent and Association President.

6.02 Building Leadership Team (BLT)

- A. The purpose of the Building Leadership Team (BLT) is to provide collaborative leadership at each building and function to insure that the administrator(s) and members in the building work together to communicate and resolve issues at the building level.
- B. One of the responsibilities of the BLT is to work collaboratively with the administration to establish the agenda and content of early release days or professional development days.
- C. The makeup of the committee will include the Instructional Leadership Team (ILT) appointees, the building administrator(s) and will be open to any other member interested in participation. Effective with the 2014-15 school year, the BLT will replace the Principal Advisory Committee (PAC) that may exist in any of the buildings.

6.03 Instructional Leadership Team (ILT)

- A. The Superintendent or his/her designee shall meet in a regularly scheduled meeting with the District team leaders and building principals to discuss and make decisions on educational direction and curriculum. The purpose of this committee is to foster educational growth, encourage best practices, and develop, coordinate and implement District educational goals.
- B. District team leaders will be chosen by the Superintendent or his designee, building principals(s), and the Association President through an application process.
- C. The number and disciplines of team leaders are flexible to deal with changing educational climates. Leaders will be chosen yearly with no automatic renewal of Contracts.

D. Team leaders will also serve on the BLT.

6.04 Budget Committee

The Board and Association shall form a Budget Committee upon which three (3) individuals shall be appointed by the Association and three (3) individuals shall be appointed by the Treasurer. The Budget Committee shall be involved in the school budget process and make recommendations to the Treasurer.

6.05 Other District Committees

All Association members of selective District/building committees, excluding hiring committees, will be appointed by the Association President and appropriate administrator. (For example: Instructional Leadership Team (ILT) members will be appointed by the building principal and Association President, District-wide committee members will be appointed by the Superintendent or Assistant Superintendent and the Association President.)

All other District Association/administration committees will be co-chaired by one administrator appointed by the Superintendent and one Association member appointed by the Association President.

6.06 No Reprisals

No reprisals of any kind shall be taken against any member for participating in the activities of the Labor/Management Committee or any other District/building committees

ARTICLE VII – INDIVIDUAL RIGHTS

7.01 Evaluation

A. Purpose

The purpose of teacher evaluation is to promote a commitment to instructional improvement and include a co-operative/collaborative effort of the teacher and administrators.

B. Procedures

1. Prior to a member's first observation of the school year, a private pre-conference shall be held between the member and building administrator to review criteria and set expectations for evaluation. The top portion of the Teacher Observation Form will be completed as documentation of the pre-observation conference.

The pre-observation conference will include mutually developed goals and expectations, administrative areas of focus (if applicable), and Praxis Guidelines for those being Praxis assessed.

2. One formal evaluation cycle, which shall occur only once a semester, shall consist of:
 - a. a pre-observation conference;
 - b. a classroom observation of at least thirty (30) minutes or more in duration;
 - c. a follow-up conference to discuss the observation;
 - d. a second pre-observation conference;
 - e. a second classroom observation of at least thirty (30) minutes or more in duration;
 - f. an evaluation conference to discuss the narrative summary of the two observations (within five working days of the last observation);
 - g. an evaluation worksheet initialed and copied to the teacher;
 - h. at least one observation per evaluation at a time mutually agreed to by the building administrator and the member;
 - i. private conferences; and
 - j. Association representation during the evaluation conferences, if requested by the member.

3. Each limited Contract member shall be evaluated at least twice during the school year. The first evaluation shall be prior to December 15 and the member being evaluated shall receive the written evaluation no later than December 20. The final evaluation shall be conducted and completed by April 1 and the member being evaluated shall receive the written evaluation no later than April 10.
4. Each continuing Contract member shall be formally evaluated no less than once every three years. The first evaluation shall be prior to December 15 and the member being evaluated shall receive the written evaluation no later than December 20. The second evaluation shall be conducted and completed by April 1 and the member being evaluated shall receive the written evaluation no later than April 10. If no areas of improvement are noted on the first evaluation, the principal may eliminate the second evaluation.
5. Any teacher can be placed on the full cycle for one year by teacher or administrator request. The situation will be re-evaluated after that year. If either the teacher or the administrator requests the teacher will remain on the full cycle for the next year also. This will continue until neither person requests another year of evaluation on the full cycle.
6. Teachers who are assigned to more than one building and who are scheduled for formal evaluation shall receive only one formal evaluation in each assigned building. If areas of concern are noted there may be subsequent observations/evaluations in that building in accordance to the time frames and provisions of this Section. The teacher and building administrators shall collaboratively decide during which semester each formal evaluation shall occur.
7. Building administrators are primarily responsible for conducting evaluations. However, the Superintendent or his/her professionally qualified designee may participate in the evaluation process according to this Section.
8. The building administrator/evaluator shall complete the observation form which includes the time the observation began and ended. The member shall initial the time on the form. The building administrator/evaluator shall give a copy of the observation form to the member following his/her observation.
9. Within five (5) working days after an observation, a conference between the member and building administrator/evaluator shall be held.
 - a. At each conference, the building administrator/evaluator shall review the observation noting outstanding performance and/or areas needing improvement.
 - b. In addition, if the building administrator/evaluator observes an area(s) that needs improvement, he/she shall provide written remedies for improvement. The building administrator/evaluator and member shall agree to a time schedule to assess progress in the area (s) needing improvement. Said time

schedule shall allow a reasonable amount of time before an assessment on progress is made.

- c. The member shall receive a written copy of the final evaluation at the conference following the second observation. Both the member and the evaluator shall sign and date the evaluation. The member, by affixing his/her signature to the evaluation, indicates only that he/she has received and read the evaluation and that it does not necessarily indicate that he/she agrees with the evaluation and comments.
- d. The evaluation shall be completed solely by the building administrator/evaluator.

- 10. The evaluation procedure will be uniformly applied in all buildings.
- 11. The completed evaluation forms (Carlisle Local Schools Enhancing Classroom Instruction Evaluation Form and Carlisle Local Schools Enhancing Classroom Instruction Evaluation/Post Conference Report – Appendices C and D) shall be placed in the member's personnel file. The member may attach his/her response to the evaluation.
- 12. In the event a member's evaluation is involved in a grievance which proceeds to arbitration, the arbitrator shall be without authority to substitute his/her judgment for that of the building administrator/evaluator.
- 13. The provisions of this Section and the evaluation procedure referenced herein shall supersede the provisions of ORC §3319.111.

7.02 Individual Contract Sequence

- A. Upon initial employment a member shall be issued a one (1) year limited contract.
- B. Upon successful completion of the one (1) year limited contract, a member shall be issued a second one (1) year limited contract.
- C. Upon successful completion of the second one (1) year limited contract, a member shall be issued a two (2) year limited contract. Until such time as the member receives continuing contract status, each subsequent contract issued shall be a two (2) year limited contract.

7.03 Member Protection

A. Assault

For the purpose of this Section, assault is defined as verbal or physical assault upon a member by any person occurring on or off school premises, in the performance of or related to his/her duties, when the member assaulted is acting in a lawful manner.

Verbal Assault will be defined as the intentional infliction of emotional distress through remarks which threaten physical safety and well being, humiliate or otherwise shock the conscience.

Physical Assault will be defined as the use of hands, fists, feet, teeth, or other objects as to actually inflict physical harm.

1. Any assault upon a member shall be reported to the principal who promptly shall investigate the incident. Upon completion of the investigation the principal shall report the results of the investigation to the member.
2. In order to receive assault leave the member must cooperate fully with police and the administration in any investigation of an alleged assault upon a member.
3. If court action results, assault leave days may be used for days the member's attendance is required in court. A member who has exhausted his/her assault leave shall be provided release time if the member's attendance is required in court.
4. A student allegedly committing an assault will be removed from the member's classroom, pending an investigation of the assault, subject to possible further action under the suspension and expulsion policy of the Board.
5. When an assault as defined above requires absence from duty to treat physical or emotional injuries, such absence shall be at no cost in pay and not chargeable to sick leave to a maximum of thirty (30) days each year per member.
6. The member shall furnish medical reports indicating the nature of the disabling condition and in the medical professional's opinion, the causal relationship of the condition to the assault and the probable duration of the leave.
7. If requested by the Board, the member shall submit to a medical examination by a physician of the Board's choice at Board expense.

B. Complaint Procedure

1. If a parent or other member of the public has a formal, written and signed complaint against a member, the following procedure shall be followed:

At each step of the complaint procedure, the member shall be entitled to CTA representation. Additionally, each step of the complaint procedure shall be scheduled at a time when all parties are available to be present for the duration of the meeting. The administration shall notify the member of all people who will be in attendance at the meeting. If any party to the procedure has to leave a meeting at any step of the complaint procedure, then the meeting shall be rescheduled for a time when all parties are present.

- a. It is the responsibility of the building principal to discuss all complaints directed to him/her. Complaints made directly to Board members or the Superintendent's office will be referred to the appropriate building principal. Upon receiving a written signed complaint, the principal, shall require the complainant to meet with the member. The member may choose to meet with the complainant alone or to have an administrator present. If the complainant refuses to meet with the member, then the principal shall serve as facilitator and attend the meeting between the member and the parent. If the parent refuses to meet with the principal and member, then any/all record of the complaint shall be destroyed.
 - b. If the complainant has met individually with the member and is not satisfied with the results of that meeting, the complainant shall meet with the member and building principal. The principal shall facilitate the meeting. If the complainant refuses to meet with the member and principal, then any record of the complaint shall be destroyed.
 - c. If the complainant is not satisfied with the results at the principal's level, the complaint shall be directed to the Superintendent. The Superintendent shall schedule a meeting with the complainant, member, and the principal. If the complainant refuses to meet with the member, then any record of the complaint shall be destroyed.
 - d. If, after the above steps have been followed, and the complaint has not been resolved to the satisfaction of the complainant, then the Board shall hear the complaint. Such hearing shall be held in executive session with the complainant, member, principal, and Superintendent present. If the complainant refuses to meet with the member, then any record of the complaint shall be destroyed.
2. If, after following the above procedures, a written reprimand is issued, then the member shall be given the opportunity to present any rebuttal documentation and have same attached to the written reprimand and/or meet with the Superintendent.

7.04 Resident Educator / Mentor Program

A. The District will utilize a structured mentor program to provide support to both Resident Educator and experienced teachers new to the district or assignment.

B. Definitions

1. Mentoring Committee

The Mentoring Committee will consist of the Lead Mentor, the Assistant Superintendent or designee, a building principal, and an experienced Mentor teacher.

2. Lead Mentor

The Lead Mentor will be an experienced teacher, who has previously served as Mentor in the Carlisle District. The Lead Mentor position will go through the posting process. Candidates will be selected using the criteria of teaching experience, mentoring experience, and organizational skills.

3. Entry Year Teacher

a. Resident Educator 1 or Resident Educator 2

A teacher who is in the first two (2) years of employment under a four (4) year Resident Educator license or an alternative Resident Educator license of any type or a one-year out-of-state educator license from the Ohio Department of Education.

b. Resident Educator Mentor Teacher

A teacher who will provide formative assistance to Resident Educator 1 or a Resident Educator 2 for a period of one (1) year at a pay rate of Level 7 on the Supplemental Pay Scale.

c. Resident Educator 3 and Resident Educator 4

A teacher who is in the third or fourth year of employment under a four (4) year educator license or an alternative Resident Educator license.

d. Resident Educator Facilitator

A teacher who will provide formative assistance to all district Resident Educator 3 or Resident Educator 4 for a period of one (1) year. The rate of pay will be at Level 7 on the Supplemental Pay Schedule.

4. Experienced Teachers

a. Licensed Experienced Teacher A

A licensed, experienced teacher who is new to the District and who will be provided assistance by a Mentor A Teacher for a period of one (1) school semester.

b. Mentor A Teacher

A teacher who will provide formative assistance to a Licensed, Experienced Teacher new to the District for a period of one (1) semester at a pay rate of 0.50 x Level 7 on the Supplemental Pay Scale.

c. Licensed Experienced Teacher B

An experienced teacher who is not new to the District, but who is new to a grade level, subject area, or building for a period of one (1) grading period.

d. Mentor B Teacher

An experienced teacher who will assist a Licensed Experienced Teacher B in the orientation to the policies, procedures, curriculum and instructional resources of the new assignment for a period of one (1) grading period at a pay rate of 0.25 x Level 7 on the Supplemental Pay Scale.

NOTE: Either the principal or the teacher changing assignment can make the request to participate in the Teacher Changing Assignment Mentoring Program.

Roles and Responsibilities

1. Warren County Educational Service Center personnel will provide workshops and training for the mentor teacher(s) for the District as needed.
2. The District shall provide the cost and release time for mentors to attend related workshops and training.
3. The District will provide all materials required for the training and mentoring program.
4. The Lead Mentor will coordinate and monitor the Resident Educator/ Mentor Program.
5. The Mentor will maintain a log of specific meetings held with the Resident Educator or Licensed Experienced Teacher assigned to him/her. The log will contain the date and time of meetings and areas of discussion of the meeting. This log is only a record of facts, and shall only be used to determine if the supplemental contract has been fulfilled.
6. The principal will provide release time to facilitate program-specified observations by the Mentor and/or the Resident Educator.
7. The Mentoring Committee will develop and/or revise the program if needed, support and problem-solve the efforts of Mentors/Resident Educator or Licensed Experienced Teacher, and evaluate the program at the end of each year from the feedback provided by Mentors, Resident Educator and Licensed Experienced Teacher.
8. Job descriptions will be adopted by the Board to further outline duties.

Criteria for Mentor Teachers

1. Those teachers interested in this posted position must have a minimum of five (5) years teaching experience with at least three (3) of those years in the District.
2. The Mentor should be in the building where the Resident Educator is assigned and, when possible, have certification appropriate to the Resident Educator assignment.
3. Mentors will agree to be trained. Resident Educator Mentors and Resident Educator Facilitator will be State trained no later than the end of the first grading period of the school year of the assignment.

Selection and Placement

1. Openings for Mentor and Lead Mentor positions shall be posted as per the provisions of this Contract.
2. During the school year and in the months of June and July, Mentor positions will be posted as new teachers are hired, rather than all at once.
3. Near the end of each school year, the Superintendent's office will notify teachers of the potential need for Mentors and allow any teacher who is interested in being a Mentor to indicate his/her interest.
4. The Superintendent's office will keep the Lead Mentor informed of teaching openings so he/she will be aware of possible Mentor openings.
5. Mentors will be selected by the building principal in collaboration with the Lead Mentor.
6. Items to be considered in the selection of Mentors are: the grade level and/or subject area of both Mentor and new hire; the certification/license areas of the Mentor; building assignment of both Mentor and new hire; and experiences of the Mentor. These are items to be considered, but may not be the sole area of consideration.
7. Resident Educator Mentors may serve only one Resident Educator 1 or Resident Educator 2 per year; Resident Educator Facilitator may serve one (1) or two (2) Resident Educator 3 or Resident Educator 4; Mentor A and Mentor B may serve up to four (4) Licensed Experienced Teachers per year as long as they are within the same building.
8. Because Resident Educator Mentor/Facilitator and Mentor A need to be involved in the New Teacher Orientation Program before school starts, last-minute August Mentor selections will be made as quickly as possible

to give the Mentor reasonable advance notice of the need to work with his/her new teacher on the workday before school starts.

9. Mentors will be chosen yearly, with no automatic renewal of Contracts.

Compensation

1. The Mentor shall be given a supplemental Contract and paid accordingly.
2. The Mentor will receive a certificate of completion of the Resident Educator/Mentor Program which can be applied to LPDC requirements.
3. The Resident Educators and Experienced Licensed Teachers will receive a certificate of completion of the Resident Educator/Mentor Program which can be applied to LPDC requirements.

7.05 Nonrenewal

The procedures and notice requirements set forth in ORC §3319.11 shall be followed in connection with the nonrenewal of a member employed under a limited Contract.

The limited Contract of a member employed by the Board in a teaching position for five (5) complete years or more may not be non-renewed except for immorality; for willful and persistent violations of reasonable regulations of the Board; for inefficiency based on evaluations; or for other good and just cause.

7.06 Part-Time Member Benefits

- A. Part-time members are entitled to all rights and benefits and shall be required to perform all required duties of full-time members except as set forth below.
- B. The following benefits and required duties will be calculated at the percentage of the instructional day worked by the part-time member at the school to which the member is assigned: salary; planning/conference time; parent-conference time; in-service time; and teacher meetings.
- C. If a part-time member's instructional assignment spans the scheduled lunch period, he/she shall be entitled to a 30-minute duty-free lunch.
- D. Part-time members who attend parent-conferences, in-service activities, and/or teacher meetings beyond their part-time hours shall be paid for any extra time at their per diem rate of pay.
- E. Part-time health insurance benefits are set forth in Section 11.04 B of the Contract.
- F. Job sharing members will be treated in all respects as part-time members. However, if one or both members elect to return to full time status, he/she/they

may request voluntary transfer to vacant positions. If one member elects to return to full time status and the other member elects to continue in a job share, the latter may propose to the administration the name of another member who would like to job share with him/her. If no member elects to job share with the member electing to remain in a job share, the position will be posted as a part time position. If no suitable candidate can be found to job share with the member electing to remain in a job share, the member may be involuntarily transferred to a full-time position.

7.07 Peer Coaching

- A. Any teacher with deficiencies identified through the evaluation process or any teacher who has been placed on a full cycle evaluation may request to be assigned a peer coach, and a peer coach shall be assigned to the teacher from a list of members who request to serve as a peer coach and who qualify under the criteria set forth below.
- B. Criteria for Peer Coaches
 - 1. Teachers interested in serving as a Peer Coach must have a minimum of three (3) years teaching experience with at least two (2) of those years in the District.
 - 2. Peer Coaches should be Pathwise trained.
 - 3. Teachers interested in serving as Peer Coaches must provide written notification to their supervisor of their desire to serve as a Peer Coach and their names will be placed on a District-wide list from which Peer Coaches will be selected for individuals requesting a Peer Coach.
 - 4. Peer Coaches may request to have their names removed from the list of Peer Coaches by providing written notification to their supervisors.
- C. Roles and Responsibilities
 - 1. Warren County Educational Service Center personnel will provide workshops and training for peer coaches for the District as needed.
 - 2. The District shall provide, as needed, the cost and release time for Peer Coaches to attend related workshops and training.
 - 3. Peer Coaches will meet outside of school hours with individuals being coached for an average of one hour per week throughout the duration of the supplemental Contract.
 - 4. Peer Coaches will maintain a log of specific meetings held with individuals being coached. The log will contain only the date and time of meetings. This

log is only a record of fact and shall only be used to determine if the supplemental Contract has been fulfilled.

5. The principal will provide release time, as needed, to facilitate peer coaching observations by the Peer Coach and the individual being coached.
6. Peer Coaches will not participate in any informal or formal evaluations of individuals being coached, nor make any recommendations regarding the assignment or continued employment of individuals being coached. Neither shall the success or failure of individuals being coached reflect upon the evaluation of the Peer Coach. All interaction, written or oral, between the Peer Coach and an individual being coached shall be regarded as confidential and not provided for any evaluative purpose.

D. Selection of Peer Coach

1. Each year, by September 30, the Superintendent shall remind individuals that they may submit their names to their supervisors that they are interested in serving as Peer Coaches.
2. Peer Coaches will be selected by the supervisor in collaboration with the person being coached.

E. Compensation

1. Peer Coaches shall be issued a supplemental Contract and shall be compensated accordingly.
2. Peer Coaches shall be paid 1/36th of Level 7 on the Supplemental Pay Scale for each week they serve as a Peer Coach.

7.08 Personnel Files

- A. A member will be notified and given the opportunity to review and receive a copy of material concerning him/her prior to its placement in the Board's personnel file. The member shall sign said material, indicating he/she has seen it. If the member fails to sign the material, the principal shall note that fact on the material(s) and place it in the file. The signature of the member on the material does not indicate agreement with the content of the material, but indicates only that the material has been inspected by the member.
- B. A member may reply in writing to any material in his/her file and said reply shall be included in the personnel file of that member.
- C. A member may review a file, excluding pre-employment information, during the Superintendent's office normal working hours. If requested by the administrator, the review of the file shall be in the presence of the administrator or his/her designee.

- D. A representative of the Association may, at the member's request, accompany said member in such a review.
- E. A member will be entitled to copies of any material in his/her file.
- F. Anonymous complaints will not be included in personnel files or made a matter of record.
- G. Letters of merit, commendation and/or appreciation received by the administration shall be given to the member. Upon member's request, any official recognition award and/or commendation shall be placed in the member's file.
- H. Nothing herein shall limit any rights a member may have pursuant to ORC Chapter 1347.
- I. A member may grieve a written reprimand through Article IV, Grievance Procedure.
- J. After two (2) years, upon the written request of a member, a written reprimand shall be removed from the personnel file and maintained in accordance with the Ohio Revised Code.

7.09 Reduction-in-Force

- A. When the Board determines it is necessary to reduce the number of positions in the bargaining unit for declining enrollment in the District or a specific program, or for one of the other reasons listed in ORC §3319.17, or for financial reasons, the following procedures will be followed:
 1. Reduction shall be made through attrition to the extent possible.
 2. For the purposes of a reduction in force and, until the 2017-18 school year, all members' evaluations, shall be deemed comparable.
 3. Reductions needed beyond the number resulting from attrition will be accomplished by suspension of limited Contracts in accordance with seniority in the areas of certification.
 4. If further reductions are necessary, continuing Contracts shall be suspended in accordance with seniority in the areas of certification.
 5. Seniority for the purpose of this provision and in addition to that defined in Article II shall include all time on Board approved leaves of absence and all time that a member's Contract has been suspended pursuant to this Article, provided there is no break in employment.

B. Effect of Seniority

1. All members will be placed on a seniority list for each area of certification/licensure, and grade level and / or assignment. The Association shall be provided with a copy of the seniority list by October 1 of each school year and shall report any errors to the Treasurer's office by November 1. Any errors in the seniority list shall be brought to the attention of the Superintendent and corrected. Corrections shall be made with the Association President provided with a final and binding seniority list by November 30. The seniority list will be updated when a member furnishes satisfactory evidence of obtaining additional certification and/or changes Contract status. The Association President shall be provided with a copy of any such updates.
2. Reductions in any area of certification/licensure, grade level or assignment, whichever is applicable, shall be made from the bottom of the seniority list for each area of certification/licensure, grade level or assignment. A reduced member may displace a less senior member with the same certification/licensure who is assigned to a position for which the reduced member is certified / licensed to teach. Reductions will be made from the list of members holding limited Contracts before proceeding to the list of members holding continuing Contracts.
3. A member affected may elect to displace a less senior member in another area of certification if he/she currently holds the required certificate, with no limited Contract member displacing a continuing Contract member.

- C. During implementation of RIF and recall, no reassignment, transfer or reclassification shall occur for the purpose of depriving a senior member with proper certification of the rights outlined in this Section.

D. Recall

The names of members whose Contracts are suspended as a result of a reduction in force will be placed on a recall list for up to twenty-four (24) months from the date of the reduction. Members on the recall list will have the following rights:

1. No new members will be employed by the Board while there are members on the recall list who are certified for the vacancy. In addition, no transfer shall be made that prevents the recall of a member on layoff status.
2. Members on the recall list will be recalled in order of seniority by Contract status for vacancies in area for which they are certificated.
3. If a vacancy occurs, the Board will send an announcement by certified mail to the last known address of all members on the recall list certified for the vacancy. It is the member's responsibility to keep the Board informed of his/her current address. All members are required to respond in writing to the notice of

vacancy within fifteen (15) calendar days, excluding Saturdays, Sundays and holidays, or within five (5) calendar days if the notice is delivered within twenty (20) calendar days prior to the start of the school year. The most senior of those responding will be given the vacant position. Any member who fails to respond to the notice of vacancy shall be removed from the list.

4. A member on the recall list will, upon acceptance of the notification to resume a position, return to active employment status with the same seniority as defined earlier in this Section. A member shall not be given credit on the salary schedule for time spent on the recall list.
5. If a member refuses an offered position or accepts a full-time teaching position in another district (not including a long term substitute/temporary assignment), his/her name shall be removed from the list. Members will not be required to accept a position for which he/she is not certified.

E. Notification of Recall

1. In the event that prior to the end of a school year, the Board is considering implementing a reduction in force to be effective at the start of the succeeding school year, the Association shall be notified in writing by May 1 that such a reduction in force is being considered. The notice to the Association shall include the reasons for the reduction in force, the anticipated number of affected positions and the names of the members who could potentially be affected by the reduction in force.
2. In the event a reduction in force/layoff occurs, members to be laid off shall be given written notice of the layoff at least thirty (30) days in advance of the effective date of the reduction in force.

F. A member on layoff shall be permitted to remain on Board provided insurance plans, provided he/she pay 100% of the cost of the premiums for said insurance to the Treasurer in advance each month for the length he/she is on the recall list.

G. It is the member's responsibility to provide and maintain valid teaching certificates for the personnel files.

7.10 Tenure Timeline

A. The Board shall consider in May, on an individual basis, the issuance of a continuing contract for those members who are eligible. In order to be considered in May for a continuing contract, a member must notify the superintendent by October 1 that the member has met the requirements to be eligible for a continuing contract. Failure of the member to provide this timely notification shall result in the member receiving a one-year limited teaching contract.

B. A member who has met all qualifications and contractual notification requirements for a continuing contract, but have not corrected the deficiencies during the

evaluation process shall be notified of these continued deficiencies in writing by the Superintendent as confirmed by the Board on or before May 15th. The member may be placed on an extended limited contract not to exceed two (2) years. If the member is re-employed at the end of the extended limited contract, he/she shall be given a continuing contract. This provision shall supersede and replace the process for providing an extended limited contract pursuant to Ohio Revised Code Section 3319.08, 3319.11 and 3319.111.

7.11 Vacancies and Transfers

A. Vacancies

A vacancy is defined as an open position for which a member may be certified/qualified due to a resignation, retirement, nonrenewal, termination, transfer, death or creation of a new position.

B. Posting

1. When vacancies are known, a notice shall be emailed to all members and posted in the lounge in each building for five (5) days prior to outside posting to the public.
2. The Association recognizes that when a vacancy occurs between July 11 and July 31, it may be difficult to fill. Therefore, the Association agrees to waive the five (5) day internal posting period and permit the Board to post such a vacancy concurrently internally and to the public.
3. Vacancies after August 1 as a result of a resignation shall not be posted. However, members with a request on file, in accordance to 7.10 C 2, shall be considered for the position.
4. The Association recognizes that when a vacancy occurs during the school year it may be difficult to fill from within the District without undue disruption to the existing instructional program. Therefore, a vacancy occurring after the start of a school year shall be filled on a temporary basis until the end of the school year. If considered as a vacancy the position shall then be posted in the month of May in accordance with 1. above.

C. Voluntary Transfer

1. A voluntary transfer is when a member makes a written request for a change in a grade level, department, course or building assignment.
2. A member may request a voluntary transfer in response to: (1) a posting; (2) the Superintendent's annual letter of intent.
3. The Superintendent will review transfer requests and shall make his/her decisions based on the following:

- a. The member's seniority with the District.
 - b. The member's qualifications and certifications.
 - c. The balance of staff's experience and training.
4. If a member's request for a voluntary transfer is denied, he/she will be provided written reasons for said denial. If requested, the Superintendent shall meet with the member to discuss the reasons.

D. Involuntary Transfer

1. An involuntary transfer is when the administration initiates a change in grade level, department, course or building assignment.
2. Prior to an involuntary transfer, a member will meet with the Superintendent or his/her designee and be provided the reason for said transfer.
3. Involuntary transfers shall be avoided whenever possible. When an involuntary transfer must be made, the Superintendent will select the member to be transferred based upon the following:
 - a. The member's seniority with the District
 - b. The member's qualifications and certifications
 - c. The balance of staff experience and training
4. Where all factors in making an involuntary transfer are deemed equal, the Superintendent shall transfer the person with the least District seniority within the grade level or department affected.
5. A member shall be informed at least thirty (30) days before he/she is required to assume a position to which he/she has been involuntarily transferred. An exception to the thirty (30) days' notice may be unforeseen exigent circumstances.

ARTICLE VIII – WORKING CONDITIONS

8.01 Accident Reports

- A. In the case of accidents involving students under a member's supervision, an accident report shall be filed no later than the end of the next school day that the member had knowledge of the incident.
- B. Accident reports shall be in writing and shall be provided to the member's immediate supervisor.
- C. The member shall have the right to representation in any meeting involving representatives of the District or the insurance company.

8.02 Bus Supervision

- A. Bus supervision will be equitably assigned among members.
- B. It is understood that high school members assigned to bus supervision during dismissal will only be required to supervise students and to monitor students exiting from the parking lot until buses have departed.
- C. It is also understood that members will not be required to go outside during inclement weather such as rain, snow, extreme cold, etc.
- D. In circumstances where a member is detained and cannot perform assigned bus supervision, he/she will notify the administration as soon as possible. Prudent judgment will prevail relative to the infrequent absence of the member.

8.03 Class Size

- A. Elementary students shall be evenly assigned to classes/members throughout the grade level. IEP students will be clustered in regular classrooms with the addition of an Intervention Specialist, but may not exceed one third (1/3) of the total. If a regular education student moves out of an inclusion class after September 30, classes do not need to be rebalanced by reassigning current students. In addition, the special needs students will be weighted in calculating class size using the following guidelines, unless there is an intervention Specialist and /or Aide as prescribed by the IEP available to assist in the classroom. (These weights are category 1 +.3; category 2 +.4; category 3 +1.8; category 4 +2.3; category 5 +3.1; and category 6 +4.7.) These inclusion classrooms should equitably rotate between grade level teachers. The building administrator will be responsible for determining the two-year rotation if no consensus is reached.
- B. Special education workloads will be equitably distributed throughout the District.

- C. Elementary class size will be maintained at eighteen to twenty (18-20) in grades K-2 and eighteen to twenty-five (18-25) in grades 3-5. Teachers with class size exceeding these limits will be provided fifteen (15) minutes per week additional plan time for each student over the limit.
- D. Elementary art, music, and physical education class size will be maintained at the appropriate K-5 level (as in 8.03).
- E. In assigning students to classes, gifted and IEP students will not be clustered in the same class.

8.04 Collection of Fees

Members will not be responsible for collecting fees.

8.05 Delivery of Services

Development of lessons, assessment of student learning, instruction, and/or direct supervision of instruction shall be provided by an appropriately certified staff member(s). An aide may assist in instruction with appropriate supervision.

8.06 Grades

No grade given to a student by a member shall be changed by any administrator without prior consultation with the member.

8.07 Handbooks

The principal will provide each teacher assigned to his/her building with a handbook at the beginning of each year.

8.08 Internal Substitution

1. A reasonable effort shall be made to provide substitutes in the absence of a member.
2. Any member required by the principal to substitute for another member during the first member's planning period shall be paid for said substitution at the rate of the Step 0, BA column on the salary schedule, divided by the number of days in a member's contractual year, divided by 7.

8.09 Job Descriptions

- A. If job descriptions are written or amended, the Association shall have the opportunity to discuss the same with the Superintendent prior to adoption.
- B. All new members shall receive a copy of his/her job description at the time of hire.

C. Copies of all job descriptions shall be maintained in each building library.

8.10 Liability Claims

- A. In a liability claim against a member, a member shall be provided the opportunity to have representation in any meeting involving a plaintiff, plaintiff's attorney, liability company and/or administration.
- B. The District shall share with the affected member all information relative to a liability claim.

8.11 Medical Examination

- A. If a member is required to take a medical examination at the request of the Board by a doctor designated by the Board, the Board will pay the cost of said examination.
- B. The member will authorize the doctor to release a medical report to the Board. The Board has no responsibility to pay for the medical exam if the member refuses to authorize the release of the medical information to the Board.

8.12 Medication

Unless the member agrees to do so, members shall not be required to administer medication to any student except on field trips and extracurricular activities, nor shall members be required to perform medical procedures.

8.13 Planning and Conference Time

- A. Each member (grades 6-12) will be provided a planning and conference period each day equal to one class period in length in his/her building.
- B. Each member (grades K-5) shall be provided a minimum of two hundred (200) minutes of planning and conference time per five-day work week.
- C. Every effort will be made to provide additional elementary planning/conference time through the use of library, reduction or elimination of duties, or open class periods. Every effort will be made to provide additional planning/conference time to secondary teachers with three or more individual preps through use of prime time, intervention, library, etc.

8.14 Pilot Programs

- A. A pilot is an experimental educational initiative and/or program created within a single subject area or grade level. It is not a new course.
- B. A pilot program position shall be posted as such and filled in accordance to 7.10 B and 7.10 C above.

- C. If the pilot program is discontinued within two (2) school years following its implementation the member shall return to his/her former position held prior to the transfer into the pilot program.
- D. If the program continues beyond two (2) school years of its implementation it will no longer be considered a pilot program and will be part of the District curriculum/program.

8.15 School Day

- A. Except for staff meetings, PTO meetings (where a member's students are involved) and Open House, the school day shall be seven and one quarter (7 1/4) hours in length, including a 30-minute duty-free lunch. Contingent upon Ohio Department of Education's approval of waiver days, and/or the Board's approval of early release days, see attached Memorandum of Understanding for clarification of the definition of early release days.

Under normal circumstances, forty-eight (48) hours notice of meetings should be provided.

- B. Each member shall receive thirty (30) consecutive minutes of duty-free time for a lunch period. Duty-free means the member may choose the location where this period will be spent.
- C. IAT / IEP meetings shall be scheduled during the normal school day unless other arrangements are necessary to accommodate a parent or other outside required participant(s). The elementary buildings shall utilize rolling substitutes to cover teachers' classes during IAT / IEP meetings. Every effort will be made to schedule high school IAT / IEP meetings during prime time and middle school IAT / IEP meetings during team time. Rolling substitutes may be utilized at the high school and/or middle school.

8.16 School Year

- A. The school year shall be one hundred eighty-three (183) days. Within the 183 day teacher school year one half-day shall be time provided to teachers to plan and/or collaborate. Teachers shall determine how this time shall be utilized. Contingent upon Ohio Department of Education's approval of waiver days, and/or the Board's approval of early release days, see attached Memorandum of Understanding for clarification of the definition of school year.
- B. Should the Board determine to increase the number of days in the school year, unit members' salaries shall be increased on a basis which reflects the percentage increase of the number of days in the school year, (i.e., during the 1986-87 school year an increase of one (1) day shall increase the salary schedule by one, one hundred eighty-third (1/183).

The decision to add days shall be made no later than June 1 of the preceding school year.

8.17 Special Education

All parties are responsible for assuring compliance with federal law, the State's Operating Standards for Ohio's Schools Serving Children with Disabilities and the student's IEP.

Necessary professional assistance, professional development, and ongoing consultation services for all teachers instructing special education students shall be provided. Those aforementioned needs shall be determined using consensus through a meeting of the special education coordinator, building principal, special education teachers, and all other applicable teachers of record.

Ongoing training and collaboration time between special education teachers and regular education teachers shall be made available to help develop appropriate instructional and behavioral techniques. Those aforementioned needs shall be determined using consensus through a meeting of the special education coordinator, building principal, special education teachers, and all other applicable teachers of record.

The appropriate team in each building will develop an Individual Assistance team (IAT) process for students who may or may not need to be tested and / or placed into special education.

Special education teachers shall be given a minimum of two (2) days release time to write annual IEPs and alternative assessments. A staff member may request and the Superintendent may grant the request for additional release time. Special education teachers shall be allotted four (4) early release days during the month of May to meet and discuss student needs regarding a student's transition between preschool / primary, primary / intermediate, intermediate / middle school, and middle school / high school.

The Board shall adopt a District-wide policy regarding the restraint of students to be in place prior to the beginning of the 2009 / 2010 school year. The Board shall provide teachers a copy of the policy and training prior to the first student day at the beginning of the 2009 – 2010 school year. Teachers new to the District shall be provided the policy and trained prior to beginning full-time employment.

Carlisle Teachers Association, the Board, and Administration shall continue to work together to foster an environment that promotes growth and collaboration concerning all aspects of special education. No reprisal of any kind shall be taken by the Board or by any member of the Administration against any teacher who, in good faith, makes a complaint or voices concerns regarding special education, working conditions and / or safety.

The Director of Special Education Services shall not evaluate bargaining unit members.

8.18 Specialized Certification/License

As long as the Board offers individual art, music, and physical education, these classes will be taught by members having a separate certificate/license in the aforementioned areas.

8.19 Tobacco Free Environment

- A. There will be no use of tobacco in any form (smoking, chewing, dipping) on school grounds or in school vehicles at any time.
- B. The District will advise all potential employees prior to their employment, that the use of tobacco is not permissible on school grounds and in school vehicles.

8.20 Travel Time

- A. A member required to travel between buildings shall be provided a minimum of ten (10) minutes for traveling and set-up. Such time shall not interrupt the member's planning time or thirty (30) minute lunch.
- B. A member (K-5) rotating between different grade levels shall be provided five (5) minutes for transition between these levels. Such time shall not interrupt the member's planning time or thirty (30) minute lunch.
- C. Occasionally, a member is assigned to start his/her day at one building and end his/her day at another building which, by nature of the different hours at each building, extends the member's school day beyond that specified in Article 8.15 (A). In such cases, the member will be paid his/her prorated per diem rate of pay.

ARTICLE IX – LEAVES

9.01 Association Release Time

- A. The Association shall be provided with a total of five (5) days of paid release time per school year.
- B. The Association President or his/her designee may purchase up to two (2) days additional release time for Association business through the payment of his/her substitute's salary, plus any STRS payments.

9.02 Bereavement Leave

- A. Members shall be entitled to bereavement leave which shall be calculated per incident. Members experiencing a loss of an individual defined in G3 of Article 9.09 shall be entitled to two (2) days of bereavement leave. Members experiencing a loss of an individual defined in G4 of Article 9.09 of this Master Agreement shall be entitled to one (1) day of bereavement leave.
- B. Members shall be permitted to use bereavement leave consecutively with sick leave.

9.03 Child Care Leave

- A. Child care leave up to two (2) semesters without pay shall be granted to a member for the care of a newborn infant or newly adopted child.
- B. Additional semesters of leave may be granted at the sole discretion of the Board.
- C. The member shall provide reasonable advance notice to the Superintendent of his/her intended date of commencing leave in order that a qualified replacement can be found.
- D. Upon the return from leave, the member will be reinstated to a position within his/her area of certification. In no event shall child care leave extend a limited Contract past its termination date.
- E. If agreeable by the insurance carrier, a member on leave may continue on the group insurance plan provided he/she has paid 100% of the premium due to the Treasurer in advance for each month.

9.04 Jury Duty

In the event a member is selected for jury duty or subpoenaed as a witness in a school related matter, the Board shall pay the member's regular compensation. The remuneration received for serving as a juror, excluding transportation, meals and room, shall be returned to the Board Treasurer as soon as it is received.

9.05 Military Service

- A. Any member who, subsequent to April 30, 1984, has left or leaves a position by resignation or otherwise and within forty (40) school days thereafter entered, or enters the armed services of the United States or the auxiliaries thereof, or such other services as are specified in ORC §143.22, and who has returned or returns from such service with a discharge other than dishonorable shall be reemployed by the Board, under the same type of Contract as that which he/she last held, if such member shall, within ninety (90) days after such discharge, apply to the Board for reemployment. Upon such application, such member shall be reemployed at the first of the next school semester, if such application is made not less than thirty (30) days prior to the first of such school semester, in which case such member shall be reemployed the first of the following school semester, unless the Board waives the requirement of such thirty (30) day period.
- B. For the purpose of seniority and placement on the salary schedule years of absence in the service of the armed services of the United States or the auxiliaries thereof shall be counted as though teaching service had been performed during such time.
- C. The Board may suspend the Contract of the member whose services become unnecessary by reason of the return of a member from service in the armed services or auxiliary thereof, in accordance with ORC §3319.17.
- D. Members who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the armed forces of the United States shall be granted leave of absence from their respective duties in accordance with law.

9.06 Personal Leave

- A. Unrestricted personal leave, not to exceed three (3) days per year and not to be cumulative, shall be granted members under the following stipulations:
 - 1. Request for personal leave shall be submitted to the building principal for approval with a copy to the Superintendent at least one (1) week in advance under normal circumstances.
 - 2. Not more than ten percent (10%) of the members in a building shall be on personal leave at the same time.
 - 3. Request for personal leave will not be granted at either end of vacation time such as the Christmas Holidays or spring vacation under normal circumstances.
- B. The member may appeal to the Board in writing, through the Superintendent, for special consideration for the use of additional days of personal leave because of extreme hardship.

- C. Personal days not used during the school year shall be converted to sick leave by July 1 without limitation. In cases of retirement, said conversion shall occur prior to the issuance of severance pay.

9.07 Professional Leave

- A. The policy of the Board is to encourage members to participate actively in professional meetings and professional associations as it relates to their assignment.
- B. Unrestricted professional development funds will be divided between the buildings based on number of professional staff members. Building principals will ensure that there is a reasonable balance in expenditures between grade levels and or subject areas over a two-year period. These amounts will be communicated to staff members at the beginning of each semester.
- C. Expenses may be paid and a substitute teacher will be furnished for members attending professional conventions and/or meetings as approved by the Superintendent.
- D. Requests for attendance to conventions and professional meetings must be submitted in writing for approval through the principal's office to the Superintendent. Such requests must reach the Superintendent not later than one week prior to the date of departure. Attendance at professional meetings will normally involve not more than three (3) school days, and extension of this will require the approval of the Board.
- E. A professional meeting or convention is one that is directly concerned with the education of boys and girls of public school age. It must be sponsored by an organization or institution that is widely acceptable among educators and must incorporate activities, etc. that have the potential to enhance the educational knowledge and growth of its participants.
- F. The following expenses will be paid by the Board for a member attending an approved meeting or convention, which may include:
 - 1. Mileage for personal automobile;
 - 2. Plane, bus, train, and/or taxi fares;
 - 3. Registration fees;
 - 4. Meals;
 - 5. Lodging; and/or
 - 6. Parking.

Proper receipts are to be submitted for all items which are to be reimbursed. Payment will be made within thirty (30) calendar days after submission and confirmation of the documentation.

9.08 Sabbatical Leave

A. If approved by the Board, a member who has completed five (5) years of service with the District may be granted a leave of absence with pay, equal to the difference between substitute's pay and the pay the member would have received had he/she worked for one or two semesters - subject to the following restrictions:

1. Application submitted by March 1 of school year prior to beginning of leave.
2. A plan of professional growth approved by the Superintendent.
3. Provide evidence at the conclusion of the leave that the plan was followed and credit received.
4. The member agreed to work for the District for one year following completion of the sabbatical work.
5. No more than one member per year shall be granted paid sabbatical leave.

The Board shall make no contributions toward any fringe benefits except retirement contributions. However, the Board shall allow the member to continue in the insurance programs provided that the member pays to the Treasurer in advance each month the full amount of the group plan premium for such coverage, and if allowable by insurance carrier.

If the member fails to complete satisfactorily the program, or if the return Contract is not honored, the member shall refund all salary received.

B. An unpaid sabbatical leave may be granted for up to one year for a member who has taught in the District for five or more years subject to the following:

1. Application submitted by April 1 of the school year prior to beginning of leave.
2. A plan of professional growth approved by the Superintendent.
3. Provide evidence at the conclusion of the leave that the plan was followed.
4. No more than one member per year on unpaid sabbatical leave.
5. The member agreed to work for the District for one year following completion of the leave.

The member shall be entitled to request and receive the right to continued coverage by insurances provided by the Board. The member shall pay to the Treasurer in advance of each month the full amount of the premium for such coverage if allowable by insurance carrier.

Upon return to the District the member shall advance on the salary schedule the same as if his/her period of service had not been interrupted, to include increments and fringe benefits.

9.09 Sick Leave

- A. All accumulation of unused sick leave credit heretofore accrued under prior law and policies shall remain to the credit of the sick leave account of each member on the effective date of this plan. Accrued credits shall be allowed to members transferring their employment from other boards of education in Ohio, provided such credits have been computed under the minimum requirements of the laws of the State of Ohio. Sick leave, up to a total of fifteen (15) days, shall be allowed for each member who comes from other states, when such sick leave has accumulated under the laws of that state, and is certified by the proper school official. In no event shall sick leave accumulate at a faster rate than that allowed by Ohio law be granted. Members with less than full time employment shall earn sick leave on a prorated basis.
- B. Maximum sick leave accumulation shall be two hundred forty (240) days.
- C. At the beginning of each school year, each member who has no accumulated sick leave shall be credited with five (5) days of sick leave. At the completion of the fifth month of service and the completion of each month of service thereafter, 1-1/4 sick leave days shall be credited to the sick leave account of the member for the actual number of months of service rendered and for which the member was paid.
- D. Members who have reached the maximum accumulation at the beginning of the school year are entitled to use fifteen days of sick leave before any sick leave is subtracted from his/her accumulation. Such shall be calculated at the end of the school year.
- E. If a member exhausts his/her sick leave, the Board shall advance up to five (5) days within a school year.
- F. The same monthly accrual of 1-1/4 days per month shall continue during the use of the sick leave, provided the member has not been officially separated from the present payroll.
- G. Sick leave shall be allowed members for the periods not to exceed their accumulated sick leave account, but with the limitations hereinafter stipulated, and for the following causes:
 - 1. Personal illness or injury;
 - 2. Exposure to contagious disease until quarantine is lifted or danger is removed;
 - 3. Death of parent, parent-in-law, spouse, child, sibling, grandparent, grandchild, stepparent, other person who has assumed a similar relationship with the

member, or person who lives continuously with the member – reasonable number of days for such death;

4. Death of aunt, uncle, distant relative, neighbor, or close friend – up to three (3) days per incident unless request is made to the Superintendent because of unusual circumstances. (Refer to 9.08 I);
5. Serious illness in the member's household;
- *6. Serious illness of parents, sibling, children living in a separate household, aunt, uncle, grandchild, grandparent, or close friend – up to three (3) days per incident unless request is made to the Superintendent because of unusual circumstances. (Refer to 9.08 I);
7. If accrued, a female member may take up to four (4) weeks of sick leave to care for a newly adopted child and a male member may take up to four (4) weeks of sick leave to care for his and his wife's newborn infant or newly adopted child;

*The illness must be of such a serious nature as to necessitate the member's personal presence and attention.

- H. Members will find the total number of days of accumulated sick leave on the sign-in sheet in the principal's office;
- I. The member may request and the Superintendent is authorized to grant additional sick leave because of extreme hardship, unusual distance or other extenuating circumstances;
- J. Members shall be required to sign a form provided in the office of the principal which certifies the use of sick leave. The member may be asked to list the name of the physician, if one has been seen by the member during the illness, as prescribed by ORC §3319.141;
- K. The days of absence beyond the sick leave balance for any month will be deducted from the member's pay. Calculations will be based on the member's daily rate of pay;
- L. Verification for use of sick leave in excess of six (6) consecutive weeks shall be required at six (6) week intervals, including usage for pregnancy.

9.10 Sick Leave Bank (S.L.B.)

A. Purpose

To loan additional days of sick leave to certificated employees who experience personal accidental injury, surgery or serious illness and have used up all personal sick leave days.

B. Provisions of Eligibility

1. All certificated employees shall be eligible to be members of the S.L.B.
2. After the start of each school year, each certificated employee will receive a written notice of the open enrollment period which will provide an opportunity to enroll in the bank between September 1 and October 1. Initial membership will consist of one (1) day sick leave, to be deducted from the certificated employee's sick leave accumulation and transferred to the S.L.B. prior to October 1. Each certificated employee will receive a notice of receipt indicating his/her participation in the program.
3. Membership shall be continuous unless canceled, in writing, to the Treasurer's office during the period of September 1 through October 1.
4. If 50 participants are not enrolled by October 1, the bank will not be established for that school year.

C. Operational Procedures

1. Loans will be limited to participating certificated employees for use only in cases of the certificated employee's own, the certificated employee's spouse or depended child's personal illness, injury or non-elective surgery occurring under unusual, severe or emergency conditions, as determined by the S.L.B. Board. Normal pregnancy is not an unusual, severe or emergency condition.
2. Applications for loans from the Sick Leave Bank must be made on the Employee Application for Sick Leave Bank Form. A Physician's Statement is required with each application in order to be considered for a loan.
3. A loan will be considered only after the individual has used all of his/her accumulated sick leave days, has used all possible advances of sick leave days and has not been approved for disability leave under the Ohio State Teacher Retirement System.

D. Sick Leave Bank Board

The Sick Leave Loan Bank is to be regulated by a Board consisting of two (2) teachers to be selected by the Association, one of whom will be co-chairman and a continuing member during the life of the Contract; and two (2) administrators to be selected by the Superintendent, one of whom shall be a co-chairman and a continuing member during the life of the Contract. A physician shall be asked to volunteer as an advisor to the Board, as needed.

E. Loan and Payback Procedures

1. The maximum number of days that a member may borrow is ten percent (10%) of the total days in the bank at the end of the enrollment period (October 1).

2. The member who borrows days will pay back the days at the rate of fifty percent (50%) of his/her annual accumulated sick leave at the end of the salary Contract year, each year until the total number of days borrowed has been restored to the bank. In the event a member who owes days to the bank ceases for any reason to earn sick leave days (i.e., retirement, resignation, permanent disability or death), any days of sick leave at that time to the credit of such member after first repaying days advanced shall be used to repay the bank before any sick leave days are cashed in for severance pay purposes.

F. Policy Procedures:

1. In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for benefits from the Bank shall, as a condition to such application, agree in writing as follows. "I specifically acknowledged and agree that the granting of days from the S.L.B. shall be at the sole discretion of the S.L.B. Board. All decisions of the S.L.B. Board will be final and binding but not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the Carlisle Local School District, the Carlisle Teachers Association, the S.L.B. Board, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."
2. Application for the S.L.B. days must be made to the Superintendent.
3. The S.L.B. Board shall meet and render a decision within ten (10) days of receipt of request.
4. Unused requested days shall be returned to the S.L.B.
5. The S.L.B. will begin with one (1) day from each contributing certificated employee. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day. The S.L.B. Board shall be responsible for notifying certificated employees of each assessment period.
6. Extension of additional days may be applied for in the same manner as original application.
7. When a certificated employee donates days to the Bank, he/she agrees to the above-stated rules for administration of the Bank and agrees to abide by the stated rules.
8. All decisions of the S.L.B. Board shall be final and binding, but are not subject to the grievance/arbitration provisions of this Contract.
9. These guidelines will be reviewed annually by the Sick Leave Bank Board if requested by either party.

ARTICLE X – SALARY AND BENEFIT PROVISIONS

10.01 Attendance Incentive

Each semester a member uses neither sick leave nor personal leave, that member shall earn an additional day of sick leave to be added to the member's accumulated sick leave.

This conversion shall be allowed to accrue above the maximum sick leave accumulation with no limit.

10.02 Attendance of Member's Children

A member who resides anywhere outside of the District shall have the right to enroll his/her children K-12 tuition-free in the District based upon the following procedures and rules:

- A. An application for a member's child shall be submitted to the Superintendent between May 1st and May 31st. Applications will be acted upon by June 15th. Member must confirm acceptance of enrollment by June 30th. Exceptions may be made for extenuating circumstances with the approval of the Superintendent.
- B. Member's children will be accepted provided there is space available and no additional staff is required.
- C. Placement of a member's child shall be made prior to the assignment of other children residing outside the District.
- D. The determination to assign a member's child to an opening shall be based:
 1. on previous attendance in the District, then by
 2. if a sibling is a student in the District, then by
 3. the date the parents returned the completed application forms to the District.
- E. Once accepted, enrollment is guaranteed through graduation; however, a member is required to complete enrollment forms for each child on an annual basis.
- F. All applicable Board interdistrict open-enrollment policies and procedures not addressed in this Section shall apply to the attendance of a member's child.

10.03 College Course Reimbursement

- A. Each member shall be paid one hundred twenty (\$120) dollars per semester hour or two-thirds of this amount per quarter hour for courses taken at any accredited college or university.

- B. The maximum number of hours to be included for payment shall be nine (9) semester hours or twelve (12) quarter hours of credit from September 1 to August 31.
- D. All courses taken must be graduate level and approved in advance by the Superintendent. Courses must be applicable to the member's area of certification/license, or to obtain additional certification/license or upgrade certification/license or for courses in a specified field that would directly benefit the school educational program.
- E. The member must work in the District the Contract year following receipt of the credit in order to be paid under this provision.
- F. The member must present proof of payment and proof of credit (transcript or grade card), with a grade of "C" or better.
- F. Payment will be made within sixty (60) days after submission and confirmation of the documentation.
- G. A member reimbursed who does not comply with D above shall have the same deducted from his/her final paycheck.

10.04 Individual/Small Group Instructors (I/SG's)

- A. If a student is absent from a scheduled instructional session, the I/SG shall be paid for the time assigned.
- B. I/SG'S and/or other hourly members shall be paid their regular rate of pay for meetings or conferences which they are required to attend.
- C. An individual/small group instructor shall be paid on the basis of an hourly rate of pay. The said hourly rate shall be based upon the certificated salary schedule with the member placed on the appropriate step in the bachelor degree column in accordance with his/her experience and calculated as follows:

$$\frac{\text{member's salary}}{\text{\# of days in school year}} \div 7 \text{ hours} = \text{hourly rate}$$

10.05 Insurances

A. Enrollment

- 1. Upon employment, all new members may elect to enroll in the hospitalization, surgical and major medical and dental programs within thirty (30) days of his/her first workday.

2. New members who do not elect coverage at the time of employment may enroll only during the "open enrollment" period.
3. Current employees not participating in the insurance programs may elect to enroll during the "open enrollment" period only.
4. The "open enrollment" period for health insurances shall be determined by the EPC. Members shall be notified of the "open enrollment" period by the District treasurer at least one (1) month prior to the "open enrollment" period beginning. The effective date of coverage for a member enrolling during the "open enrollment" period shall be October 1.
5. Exceptions to the "open enrollment" period shall be:
 - a. for a member who elects to enroll due to a hardship as defined by the insurance carrier;
 - b. for a member whose employment status is changed (i.e. part-time to full-time).

Filing for such situations must occur within thirty (30) days of known hardship or change in employment status.

6. In the event a member desires to change from one type of coverage to a different type of coverage (e.g. single to dependent), the member must file a new application with the Treasurer. For the changed coverage to be effective on the date of the change of marital status of the member, the new application must be on file with the Treasurer before the effective date of the change of marital status. The effective date of changed coverage for application received after the date of change of marital status will be the date such application is received at the office of the insurance carrier.

B. Part-Time Member Benefits

Part-time and/or hourly members shall be allowed to buy into the group insurance programs. It would be the sole responsibility of the member to arrange for the monthly premium payments to be received by the Treasurer in a timely manner. Default in making the payment will result in the insurance coverage being dropped by the District.

The Board shall contribute to part-time and/or hourly member's fringe benefits on the following schedule for hospitalization and dental.

Coverage: <u>% OF INSTRUCTIONAL</u>	<u>% OF BOARD'S CONTRIBUTION</u>
<u>HOURS WORKED</u>	
50%+	50%
66%+	75%
83%+	90% Family/95% Single (Hospitalization)
83%+	100% Dental

C. Hospitalization, Surgical and Major Medical

1. The Board shall pay 95% of the single policy and 90% of the family policy.
2. The member's share of the monthly premium cost shall be processed through Section 125 - IRS plan.

D. Dental Insurance

1. The Board shall purchase, from an insurance carrier licensed by the State of Ohio, dental coverage which shall not be less than that presently in effect in the District.
2. The Board shall pay 100% of the cost of said policy and any and all increases thereto.

E. Term Life Insurance

The Board shall purchase from a carrier, licensed by the State of Ohio, group term life insurance, for each member in the amount of \$35,000. Such insurance shall include provisions for double indemnity in the case of accidental death or dismemberment, disability coverage benefits and conversion privilege, as well as guaranteed insurability.

F. Vision Reimbursement

The Board shall provide and pay 100% of the premium for vision insurance through Eyemed with coverage as approved May 31, 2006.

G. Insurance Committee

An insurance committee shall be formed whose purpose shall include, but not be limited to, reviewing insurance costs, exploring program additions and/or modifications, examining utilization patterns and cost containment options, and reviewing program design such as self-funding and/or insurance carriers.

The committee shall consist of up to two (2) representatives from each building selected by the Association and up to four (4) representatives selected by the Board. Either party may have a consultant of its choice attend any meeting provided that advance notice is provided to the other party. In addition, the committee shall be authorized to utilize the services of any consultant/advisor, subject to prior approval from the Board for any associated costs.

The committee shall annually elect a chairperson and recording secretary. The secretary shall record minutes of all meetings, providing copies to all representatives on the committee.

The committee shall meet monthly or as otherwise mutually agreed by the committee members or upon written request of either the Superintendent or Association President.

All decisions of the committee shall be achieved through consensus. The committee shall be provided with insurance data, including enrollment levels, claims paid versus premiums and such other data as deemed necessary to facilitate the committee's decisions.

Information regarding an individual member's claim shall be considered confidential and disclosure of the member's name is strictly prohibited.

The insurance coverage in effect as of November 1, 2007, shall remain the same as specified in the Plan Document, which is attached. Any changes or modification in said coverage and program design shall not be implemented until recommended by the insurance committee and approved by the Association membership and the Board.

10.06 Mileage Reimbursement

A member required to use his/her personal auto as part of his/her duties, shall be reimbursed monthly at the rate established by the IRS.

10.07 National Board Certification

The attainment of National Board Certification is encouraged, and compensation for this certification shall be based upon five hundredths (.05) being added to the member's indexed salary amount.

10.08 Payroll and Payroll Deductions

A. The salary to which a member is entitled under the individual Contract will be paid in twenty-four (24) equal installments, according to the salary schedules. Payroll shall be transmitted on the 15th and last day of the month. If the 15th falls on a weekend or holiday, payroll shall be transmitted the previous Friday. Likewise, if the last day of the month falls on a weekend or holiday, payroll shall be transmitted on the previous Friday. All employees will have direct deposit of their paychecks.

B. The following payroll deductions will be provided at no cost to the member:

1. United Education Profession Dues
2. Payroll deduction for Credit Union will be provided by the Board for all members eligible to participate.
3. Payroll deduction for Educator's Mutual, American United Life, Colonial Income Protection Insurance will be provided by the Board for all members who hold such insurance.
4. The Board will provide a payroll deduction through amendment of Contract salary for all members wishing to participate in a tax sheltered annuity program from any company qualifying under ORC §9.91. New employees may continue their

existing Tax Sheltered Annuity from previous employment. A new TSA company may be approved with three (3) or more registered employees. The Treasurer will establish criteria for companies wishing to do business in the District.

5. The Board will provide payroll deduction for all members if six (6) or more Board employees elect to participate in United Way or other charitable organizations.
 6. The Board will provide deduction for any member who makes a voluntary contribution to a political organization, party candidate or non-partisan issue.
 7. The Board will provide payroll deduction for any insurance premium due for insurance secured through the Board.
- C. 1. State Teachers Retirement contributions shall be deducted equally over a nine (9) month period.
2. United Education Profession Dues shall be deducted equally over a nine (9) month period.
 3. Health Insurance Premiums and all other deductions except those listed above shall be deducted equally over a twelve (12) month period.

10.09 Reimbursable Expenses

Proper receipts are to be submitted for all items which are to be reimbursed. Payment will be made within thirty (30) days after submission and confirmation of the documentation.

10.10 Salary

Salary shall be paid pursuant to the following schedules.

Effective at the start of the 2014-15 school year the base salary shall be increased 1.5% to \$35,630.

10.11 Initial Salary Placement

This Superintendent shall have the right to place an individual newly hired by the Board on the salary schedule between Step 0 and Step 10 at the individual's appropriate education attainment column regardless of previous teaching experience. Written acceptance of the salary placement shall be required by the newly hired individual. This provision shall supersede the service credit provision contained in Ohio Revised Code 3317.13.

10.12 Dual Credit Assignment

A member who teaches a class where dual credit is provided for students shall be paid the hourly rate (BA, Step0) for all time spent for required training and/or meetings that extend beyond the regular school day or school year.

**CARLISLE LOCAL SCHOOLS
CERTIFIED SALARY SCHEDULE
2014 - 2015
\$35,630**

<u>STEP</u>	<u>BA</u>	<u>5 YEARS</u>	<u>MA</u>	<u>MA+20</u>	<u>MA+30</u>
0	35,630 1.0000	37,233 1.0450	38,925 1.0925	40,885 1.1475	
1	37,233 1.0450	38,925 1.0925	40,885 1.1475	42,934 1.2050	
2	38,836 1.0900	40,618 1.1400	42,845 1.2025	44,982 1.2625	
3	40,440 1.1350	42,310 1.1875	44,804 1.2575	47,031 1.3200	
4	42,043 1.1800	44,002 1.2350	46,764 1.3125	49,080 1.3775	
5	43,646 1.2250	45,695 1.2825	48,723 1.3675	51,128 1.4350	
6	45,250 1.2700	47,387 1.3300	50,683 1.4225	53,177 1.4925	
7	46,853 1.3150	49,080 1.3775	52,643 1.4775	55,226 1.5500	
8	48,456 1.3600	50,772 1.4250	54,602 1.5325	57,274 1.6075	
9	50,060 1.4050	52,465 1.4725	56,562 1.5875	59,323 1.6650	
10	51,663 1.4500	54,157 1.5200	58,522 1.6425	61,372 1.7225	
11	53,266 1.4950	55,849 1.5675	60,481 1.6975	63,421 1.7800	
12	54,869 1.5400	57,542 1.6150	62,441 1.7525	65,469 1.8375	
15	56,473 1.5850	59,234 1.6625	64,400 1.8075	67,518 1.8950	68,320 1.9175
19	58,076 1.6300	60,927 1.7100	66,360 1.8625	69,567 1.9525	70,457 1.9775
23	59,679 1.6750	62,619 1.7575	68,320 1.9175	71,615 2.0100	72,595 2.0375
27	61,283 1.7200	64,311 1.8050	70,279 1.9725	73,664 2.0675	74,733 2.0975

National Board Certification

The attainment of National Board Certification is encouraged and compensation for this certification shall be based upon five hundredths (.05) being added to the member's indexed salary amount.

10.13 Severance Pay

A. A member who is employed in the District and, upon leaving the employ of the District, retires and participates in the State Teachers Retirement System, State of Ohio, shall receive severance pay in an amount equal to 1/4 of the member's accumulated but unused sick leave.

1. If eligible, severance pay will be made in the second pay in January of the year immediately following the year of retirement. If the treasurer is unable to distribute severance payments as scheduled, severance payment will be made no later than the second pay in February, and the retiree will be additionally compensated as follows, whichever is larger:

- ½ day's pay at the same rate
- 30 days accrued interest calculated at prime rate.

The additional compensation will be paid at the same time as severance.

2. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the member at that time.

3. Retirement is defined as disability or service retirement under any state or municipal retirement in the State of Ohio.

B. A member who dies while in active service of the District is eligible for severance pay. In this case, severance pay shall be provided within sixty (60) days of the employee's death to his/her estate in accordance with IRS Guidelines.

C. Retirement Bonus

1. Any teacher who is "first-time eligible" for retirement under the State Teachers Retirement System during the term of this collective bargaining agreement and, who retires-in-fact at the end of the school year under the provisions of this Section, shall receive a one-time bonus of ten thousand dollars (\$10,000.00), payable in a lump sum. Payment shall be made during the month of January in the calendar year following the date the teacher retires.

<u>Age</u>	<u>Service</u>
Any	30 years
60	5 or more

In addition to the above, teachers may also retire and be eligible for the ten thousand (\$10,000) Retirement Bonus when they first meet the combination of age 55+ and 25+ years of service. Should a teacher elect not to retire upon first satisfying this age/service requirement, he/she shall remain eligible to receive the "first-time eligible" Retirement Bonus by satisfying the Age/Service requirement of "any age and 30 years of service".

To receive the bonus, teachers must provide notice of their intent to retire to the Treasurer's office on or before April 15th of the school year during which they are retiring. Teachers must have five years' experience with the Carlisle Local Schools in order to qualify for the retirement bonus.

2. For definitional purposes under this Section, "service" or "years of service" shall mean time that may be credited towards retirement by STRS. "Retirement-in-fact" shall mean the teacher's receipt of STRS benefits in the month following retirement. "Retirement-in-fact" shall not mean a teacher's eligibility for disability retirement.

D. Retirement Incentive

1. When a bargaining unit member who is first-time eligible for STRS full retirement benefits under the age or service requirement submits his / her resignation for the purpose of retirement, the Board shall offer a one-year contract to said retiree at said member's current salary, current position and assignment contingent upon actual retirement.

Beginning on June 1, 2011, only members attaining first-time eligibility for full retirement benefits under STRS guidelines for age or service shall be eligible for the retirement incentive. This incentive will continue through June 30, 2017, at which time it will expire and no longer be part of the negotiated agreement. In other words, a member who is first time eligible to retire under STRS has until June 30, 2017, to declare his/her retirement in order to be issued a one-year contract for the 2017-18 school year.

2. The teacher shall retain their seniority benefit for said year; however, a retiree shall not accumulate seniority in any subsequent years.
3. A retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a retiree through offering a new one-year limited contract which automatically expires shall be at the election of the Board and upon recommendation of the Superintendent. The requirements of Article 7.04 of the Negotiated Agreement shall not apply to retiree limited contracts. A retiree is not eligible for a continuing teacher contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to ORC 3319.111 and ORC 3319.11.
3. A retiree shall accumulate and may use sick leave and personal leave in accordance with the Master Agreement but shall not be entitled to severance pay under article 10.11 of the Negotiated Agreement upon conclusion of employment as a retiree.
4. Severance will be paid as if the employee retired at the end of the rehire year.

10.14 Rehired Retiree Rights

Individuals who have retired and are receiving benefits through the State Teachers Retirement System (STRS) are subject to the conditions set forth in this Section of this Agreement and only the conditions set forth in this Section shall apply to the employment of these individuals after their individual retirement incentive year, if applicable.

Teachers employed pursuant to this provision shall receive one year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held.

Each one year contract shall automatically expire upon completion of the year and it is not necessary for the Board to conduct evaluations in accordance with ORC 3319.111 nor to take formal action to not re-employ the employee pursuant to ORC 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon expiration of the contract in the same manner as a supplemental contract.

Initial salary placement shall be between Step 0 and Step 3 of the negotiated salary schedule at the individual's appropriate education column as recommended by the Superintendent in agreement with the teacher.

Re-employed persons are eligible for sick leave accumulation commencing with the first year of such reemployment.

Teachers employed pursuant to this provision are not entitled/or eligible to receive any severance benefits or participate in any retirement incentive program provided by any collective bargaining agreement in effect between the Board and the Association.

Teachers employed pursuant to this provision shall be eligible for any of the insurance plans offered by the Board.

In the event of a reduction in force, the re-employed teacher will not have bumping rights under Section 7.09 of this Agreement. Such reemployment will not jeopardize the continuation of existing programs nor result in the reduction of staff employed at the commencement of such reemployment contract.

Subject to the above provisions, returning retired teachers are part of the bargaining unit.

10.15 Supplemental Salaries

- A. The supplemental salary schedule for the term of this Contract is reflected in Section 10.11 D of this Article. To compute the salary, multiply base salary times the supplemental index factor and add the longevity increments which is the number of years in the position in the District times the yearly increment.
- B. Employees with extended time and year long supplemental contracts will be paid by separate check in three (3) installments payable concurrent with the first regular pay in the months of December, March, and June. Employees with seasonal supplemental contracts will be paid for their supplemental contract in a separate paycheck after the

confirmation of completion of their supplemental contracted duties. Employees may change their deduction for incremental and seasonal checks by filing one withholding form with the Treasurer's office. The withholding form will be in effect for each check with supplemental payment only until revoked by the employee.

- C. Supplementals Contracts, by law, expire at the end of the Contract year. These supplemental Contracts shall be automatically renewed each year unless the member is provided written notice of non-renewal on or before June 1. Expiration of supplemental Contracts is automatic without Board action and the hire/rehire is Board action every year. Members who hold supplemental Contracts for yearlong, fall, or winter supplemental positions intending to resign their supplemental position should submit letters of resignation by April 15. Letters of resignation for spring supplemental positions should be submitted by the last teacher workday.

The Board shall, at its August Board Meeting, approve a list of individuals to fill tutoring positions that may become available during the school year. The Board shall retain its right to add individuals to the approved list of tutors at any regularly scheduled Board Meeting.

D. Supplemental Salary Schedule

<u>SCALE</u>	<u>INDEX SCHEDULE</u>	<u>SCALE</u>	<u>INDEX SCHEDULE</u>
0	.271 + (1-5 X \$150)	6	.043
1	.161 + (1-5 X \$150)	7	.039
2	.111 + (1-5 X \$75)	8	.029
3	.086 + (1-5 X \$75)	9	.0095
4	.064 + (1-5 X \$75)	10	.0071
5	.052 + (1-5 X \$75)	11	.0065
		12	.0040

- *1 - RECEIVES THE SCALE 2 INDEX SALARY + (1-5 X \$50 FOR YEAR OF EXPERIENCE)
- *2 - ONLY IF THERE ARE AT LEAST 20+ TOTAL PROGRAM PARTICIPANTS
- *3 - RECEIVES THE SCALE 4 INDEX SALARY + (1-5 X \$50 FOR YEARS OF EXPERIENCE)
- *4 - ONLY IF THERE ARE AT LEAST TWELVE (12)+ TOTAL PROGRAM PARTICIPANTS
- *5 - RECEIVES THE SCALE 6 INDEX SALARY + (2-5 X \$25 FOR YEAR OF EXPERIENCE + \$40)
- *6 - ONLY IF THERE ARE AT LEAST FIFTEEN (15)+ TOTAL PROGRAM PARTICIPANTS
- *7 - ONLY IF THERE ARE AT LEAST SIXTY (60)+ TOTAL PROGRAM PARTICIPANTS

*8 - ONLY IF THERE ARE AT LEAST THIRTY-SIX (36)+ TOTAL PROGRAM PARTICIPANTS

*9 - ONLY IF THERE ARE AT LEAST TEN (10)+ TOTAL PROGRAM PARTICIPANTS

*10 - ONLY IF THERE ARE AT LEAST SIX (6)+ TOTAL PROGRAM PARTICIPANTS

POSITION	SCALE
Athletic Director	0
Media Director	0
Varsity Head Football Coach	1
Varsity Head Basketball Coach (B).....	1
Varsity Head Basketball Coach (G)	1
Varsity Head Wrestling Coach	1
High School Cheerleader Advisor	1
Instrumental Music/Marching Band.....	1
Assistant Basketball Coach (B).....	2
Junior Varsity Basketball Coach (B).....	2
Junior Varsity Basketball Coach (G)	2
Assistant Basketball Coach (G)	2
Football Offensive Coordinator	2
Football Defensive Coordinator.....	2
Football Special Teams Coordinator.....	2
Varsity Assistant Wrestling Coach (H.S.).....	2
Head Volleyball Coach	2
Varsity Baseball Coach	2
Varsity Softball Coach	2
Head Soccer Coach (B)	2
Head Soccer Coach (G).....	2
Head Track Coach (B)	2
Head Track Coach (G).....	2
Yearbook Advisor	2
High School Football Assistant Coach	3
High School Football Assistant Coach	3
High School Football Assistant Coach	3
High School Football Assistant Coach	3
Junior High Cheerleader Advisor	3
Project Serve.....	3
Drill Team & Flag Corp Instructor.....	3
Assistant Volleyball Coach.....	3
Freshman Basketball Coach (B)	3
Freshman Basketball Coach (G).....	3
Volleyball Coach (J.H.) 7th.....	3
Volleyball Coach (J.H.) 8th.....	3
Basketball Coach (J.H.) (B) 8th.....	3
Basketball Coach (J.H.) (B) 7th.....	3
Basketball Coach (J.H.) (G) 8th	3
Basketball Coach (J.H.) (G) 7th	3
Wrestling Coach (J.H.).....	3

Assistant Wrestling Coach (J.H.)*2.....	3
Junior Varsity Wrestling Coach*2.....	3
Assistant Varsity Track Coach (B)*2.....	3
Assistant Varsity Track Coach (G)*2.....	3
Junior Varsity Baseball Coach.....	3
Freshman Baseball Coach *8.....	3
Tennis (B).....	3
Tennis (G).....	3
Junior Varsity Assistant Softball Coach.....	3
Assistant Soccer (B) *6.....	3
Assistant Soccer (G) *6.....	3
Assistant Instrumental Music & Marching Band.....	3
Assistant #2 Instrumental Music & Marching Band *7.....	3
All Sports Equipment Manager.....	3
Lead Mentor.....	3
Varsity Swimming Coach*10.....	3
Assistant Varsity Cheerleader Advisor.....	3
Track Coach (J.H.) (B).....	4
Track Coach (J.H.) (G).....	4
Vocal Music*3.....	4
Cross Country Coach.....	4
Golf Coach.....	4
Thespian Advisor.....	4
Junior Varsity Tennis (G)*9.....	4
Junior Varsity Tennis (B)*9.....	4
Junior High Football Coach (7 th).....	5
Junior High Football Coach (8 th).....	5
Assistant Junior High Football Coach (7 th) *2.....	5
Assistant Junior High Football Coach (8 th) *2.....	5
Junior Class Advisor.....	5
Assistant Golf*4.....	5
LPDC Chair.....	5
Junior High Assistant Cheerleader Advisor.....	5
Assistant Junior High Track Coach *8.....	5
Winterguard*6.....	5
Chairperson of the Student Learning Objective (SLO) Committee.....	5
Vocal Music Advisor (J.H.).....	6
Lead Muse Advisor.....	6
Director Concert Band.....	6
War of Wits.....	6
School Newspaper.....	6
Student Council Advisor (H.S.).....	6
Winter Drum Line Advisor*4.....	6
Director Spring Band.....	7
Assistant #2 Summer Band *7.....	7
Pep Band.....	7
Spanish Club Advisor.....	7
National Honor Society Advisor (H.S.).....	7
National Honor Society Co-Advisor (J.H.).....	7
Art Club Advisor.....	7

Science Olympiad Advisor (H.S.).....	7
Spelling Bee Advisor	7
Spelling Bee Advisor (J.H.)	7
Science Olympiad Advisor (J.H.)	7
Oratorical Advisor – Elementary / Junior High	7
Student Council Advisor (J.H.)	7
Student Council Advisor (Int.).....	7
Teen Counselor Advisor.....	7
Sophomore Class Advisor.....	7
Senior Class Advisor.....	7
Fall Weight Room Supervisor	7
Winter Weight Room Supervisor	7
Spring Weight Room Supervisor.....	7
French Club Advisor.....	7
Freshman Class Advisor	7
Envirothon	7
Muse Advisor*2	7
Muse Advisor*8	7
Teacher Leaders	7
Mentor Teacher	7
Assistant Concert Band.....	8
Assistant Spring Band.....	8
Head Camp Counselor.....	9
Support Group/Facilitator	9
Support Group/Facilitator	9
Support Group/Facilitator	9

POSITION

PAY PER NIGHT

J.H. Camp Counselor - 4 nights.....	\$45.00 Per Night
J.H. Camp Counselor - 4 nights.....	\$45.00 Per Night
J.H. Camp Counselor - 4 nights.....	\$45.00 Per Night
J.H. Camp Counselor - 2 nights.....	\$45.00 Per Night
J.H. Camp Counselor - 2 nights.....	\$45.00 Per Night
J.H. Camp Counselor - 2 nights.....	\$45.00 Per Night
J.H. Camp Counselor - 2 nights.....	\$45.00 Per Night

POSITION

EXTENDED TIME

Impact	1 week
Media Specialist	4 weeks
Band Director	3 weeks
Assistant Band Summer	1 week
Guidance (H.S.)	3 weeks
Guidance (H.S.)	3 weeks
Guidance (M.S.).....	4 weeks
Guidance (K-5).....	2 weeks
Computer Coordinator.....	4 weeks
Elementary/Media Specialist.....	2 weeks

Vocational Home Ec.....2 weeks
 Athletic Director4 weeks
 AV Coordinator.....1 week

Technology Instructor.....
 Saturday Morning Study Supervisor.....
 Homebound Tutor
 Tutor (In-School)
 Drug Free School Coordinator
 Pre-School Program Advisor.....
 Parents As Partners (Grant).....
 Summer School Teacher
 Study Table (72 Hours Maximum District-Wide).....
 LPDC Summer Stipend.....

All hourly positions go to base salary divided by 183 divided by 7 equals hourly rate

ARTICLE XI - DURATION

This Agreement shall be effective as of July 1, 2014, and shall remain effective through June 30, 2017. There shall be a reopener in 2015 on the issues of salary and insurance. Each party may also bring up to two (2) additional issues. Additionally, the parties will discuss the scheduling of professional development time/opportunities within the school calendar (For example, will the use of early release time be continued, are full professional development days more useful, etc.) The Association expressly reserves all rights it may have under Chapter 4117, including, but not limited to, the right to strike if an agreement is not reached, provided that negotiations procedures set forth in this Contract are followed.

CARLISLE TEACHERS ASSOCIATION

Heather Conger 8/7/14
Heather Conger, Co-President Date

Samantha Lee 8/7/14
Samantha Lee, Co-President Date

Kim Harris 8/7/14
Kim Harris Date

Stacy Lipps 8/7/14
Stacy Lipps Date

Bert Wray 8/7/14
Bert Wray Date

Marla Bell 8/6/14
Marla Bell, OEA Representative Date

CARLISLE BOARD OF EDUCATION

Larry Hook 8/7/14
Superintendent Date

David C. Barch 8/7/14
Treasurer Date

CARLISLE TEACHERS ASSOCIATION

ELIMINARY MEETING (Association Grievance ONLY)

1. Date: _____ Signature of Administrator: _____

2. Attach administrator's response to this form

3. Results of this meeting: _____

GRIEVANCE FORM

<i>Name of Grievant</i>	<i>Position</i>	<i>Date submitted</i>
-------------------------	-----------------	-----------------------

School: _____

Name of Administrator: _____

Grievant accompanied by: _____

Section for Grievant: Briefly state the problem, indicating the alleged violation, misinterpretation, or Misapplication of the negotiated Contract

What remedy is sought?

Is a hearing requested? _____ Yes _____ No

Grievant's Signature _____

ADMINISTRATOR'S RESPONSE ON BACK

SECTION FOR ADMINISTRATOR:

Date Received _____

A. In answer to grievance, include parts of the Contract which are the basis for decision.

B. Prepare four (4) copies of this form. Distribute as follows:

- | | |
|--|------------------------|
| 1. Original to school principal's file | 3. Copy to Grievant |
| 2. Copy to Superintendent | 4. Copy to Association |

Date _____ Administrator's Signature _____

APPEAL SECTION: I DESIRE TO APPEAL THE ABOVE DECISION.

Date _____ Signature of Grievant _____

Date _____ Signature of Chairperson _____
C.T.A. Grievance Committee/President

**CARLISLE LOCAL SCHOOLS
CLASSROOM EVALUATION/POST-CONFERENCE REPORT**

Observer: _____ Teacher _____

Date: _____ Class _____

I. SUMMARY _____

II. STRENGTHS _____

III. RECOMMENDATIONS _____

Teacher's Signature Date Evaluator's signature Date

**CARLISLE LOCAL SCHOOLS
ENHANCING CLASSROOM INSTRUCTION: EVALUATION FORM**

Teacher's Name _____ School _____ Grade Level/Subject _____

Observer's Name _____ School Year _____ Observation # _____ Initials _____

Instructions: Please rate the teacher's performance on any of the eighteen criteria for which you feel you have appropriate data. Refrain from scoring criteria for which you do not have data. Please use the following rating scale:

U = Unsatisfactory N = Needs Improvement E = Effective O = Outstanding N/O = Not Observed
Does not meet district standards Approaches district standards Meets district standards Exceeds district standards

Domain 1: Planning and Preparation Rating Domain 2: The Classroom Environment Rating

1a	Demonstrating Knowledge of Content		2a	Creating an Environment of Respect And Rapport	
1b	Selecting Instructional Goals		2b	Establishing a Positive Climate for Learning	
1c	Demonstrating Knowledge of Resources		2c	Using Time on Task	
1d	Designing Coherent Instruction		2d	Establishing & Maintaining Consistent Standards of Classroom Behavior	
1e	Assessing Student Learning				

Domain 3: Instruction Rating Domain 4: Professional Responsibilities Rating

3a	Making Goals & Procedures Clear to Students		4a	Evaluating One's Effectiveness: Knowing What Worked Well & What Didn't	
3b	Questioning & Discussion Techniques		4b	Maintaining Accurate Records	
3c	Engaging Students in Learning		4c	Communication with Parents & Staff	
3d	Assessing Student Progress & Providing Student Feedback		4d	Growing & Developing Professionally	
3e	Demonstrating Flexibility & Responsiveness				

Domain 1: Planning and Preparation

	Unsatisfactory	Needs Improvement	Effective	Outstanding
1a: Demonstrating Knowledge of Content	Teacher lacks depth of knowledge of the content and has difficulty answering questions or citing examples.	Teacher usually uses one method of instruction to present lesson content. He/she has difficulty fielding open ended questions. He/she is not consistent in providing examples. He/she does not demonstrate knowledge of prerequisite skills.	Teacher tends to use only 2 or 3 methods of instruction to present lesson content. He/she may not be able to adequately answer all questions but is proficient at guiding students to them. He/She builds on some prerequisite skills.	Teacher provides many examples to relate content to student experiences. She/he anticipates and fields open ended questions. He/she uses a variety of methods including best practices in each area. Teacher effectively builds on prerequisite skills to enhance student understanding.
1b: Selecting Instructional Goals	Lesson goals are not clearly identified. Lesson plans are not established for effective use. Teacher makes little attempt to connect and build background experience and the instruction goals show little correlation to state standards.	Lesson goals fit into present learning. Teacher plans only for large group instruction. She/he does not implement all applicable state standards.	Teacher addresses local and state standards and sets instructional goals that builds on past and present learning. He/She uses knowledge to plan for diverse groups of students.	Teacher addresses state standards and reflects local and national standards. Instructional goals fit into a sequence of past, present and future learning. He/she consistently uses knowledge to plan for small group activities where appropriate.
1c: Demonstrating Knowledge of Resources	Teacher is unaware of school, district or outside resources available either for teaching or for students who need them.	Teacher displays limited knowledge and use of available resources with our school district, as well as, outside resources.	Teacher displays knowledge and use of the available resources within the school district and the ability to find outside resources.	Teacher uses school, district, and outside resources to design open ended activities and provides support in those activities.
1d: Designing Coherent Instruction	Instructional time is not used to the maximum benefit. The elements of instructional design do not support the stated instructional goals.	Students are usually on task and engaged. Some of the elements of the instructional design support the stated instructional goals.	Students are on-task and actively engaged. Most of the elements of the instructional design support the stated instructional goals.	Students are engaged productively throughout the instructional period. All of the elements of the instructional design support the stated instructional goals.
1e: Assessing Student Learning	Teacher's approach to assessing student learning contains no clear criteria or standards. Teacher has no plans to use assessment results in designing future instruction.	Assessments include higher order thinking and the types of questions used on the OGT/achievement tests. Teacher uses little variety when assessing student learning. The teacher occasionally uses assessments to design further instruction. Teacher's approach to assessing student learning contains clear criteria on standards.	Assessments include higher order thinking and the types of questions used on the OGT/Achievement tests. Teacher integrates a variety of assessment techniques and utilizes them for designing future instruction. Teacher's approach to assessing student learning contains clear criteria or standards.	Assessments include higher order thinking and the types of questions used on the OGT/achievement tests. Teacher integrates a variety of assessment techniques and shows evidence of student participation and development of the assessment. The assessment is utilized to plan future instruction. Assessment of student learning contains clear criteria or standards.

Domain 2: The Classroom Environment

	Unsatisfactory	Needs Improvement	Effective	Outstanding
2a: Creating an Environment of Respect and Rapport	The classroom interactions do not reflect an established rapport between teacher and students, or between students themselves. The interactions are generally negative or inappropriate.	Classroom interactions are generally appropriate and free from conflict. There may be occasional inconsistencies, disrespect, or disregard for differences in students.	Classroom interactions are positive and respectful on a consistent basis.	Classroom interactions are highly respectful and demonstrate genuine rapport.
2b: Establishing a Positive Climate for Learning	The teacher lacks enthusiasm and commitment to creating a positive climate for learning. The students are rarely engaged or motivated to learn. The teacher demonstrates little or no expectations for student achievement.	The teacher occasionally shows enthusiasm and commitment to creating a positive classroom climate for learning. The students are usually engaged and motivated to learn. The teacher demonstrates low expectations for student achievement.	The teacher is enthusiastic and committed to creating a positive classroom climate for learning. The students are consistently engaged and motivated to learn. The teacher demonstrates high expectations for students' achievement.	The teacher is very enthusiastic and passionately committed to creating a highly effective climate for learning. The students are actively engaged and highly motivated to learn on a consistent basis. The teacher demonstrates high expectations for student achievement.
2c: Using Time on Task	Classroom activities and procedures are inefficient, resulting in significant loss of instructional time.	Classroom activities and procedures have been established, but are not practiced consistently, resulting in a loss of instructional time.	Classroom activities and procedures are practiced on a regular basis, resulting in effective use of instructional time.	Classroom activities and procedures are highly effective in maximizing instructional time.
2d: Establishing & Maintaining Consistent Standards of Classroom Behavior	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and/or inappropriate responses to student misbehavior.	The teacher sets expectations for students' behavior and inconsistently monitors and responds to behavior.	The teacher sets clear expectations for student behavior and consistently monitors and responds to behavior in an appropriate and respectful way.	The students and teacher may collaborate to set expectations for student behavior. Teacher's monitoring of behavior is preventative and response to misbehavior is appropriate. The student's dignity is maintained.

Domain 3: Instruction

	Unsatisfactory	Needs Improvement	Effective	Outstanding
3a: Making Goals & Procedures Clear to Students	Oral and written communication contains errors, is unclear or inappropriate creating student misconception or confusion. Content/information presented may contain errors.	Teacher's oral and written communication contains no errors but may not be completely appropriate or may require further explanation to avoid confusion. Content/ information is relatively accurate but may not be totally comprehensible to students.	Teacher communicates clearly and accurately both orally and in writing. Content/information is accurate and comprehensible to students.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions. Content/information is presented accurately and engagingly.
3b: Questioning and Discussion Techniques	The teacher discourages from thinking independently, creatively, or critically, resulting in limited student participation and little discussion.	Teacher's use of questioning and discussion techniques reflect an attempt at high level questions true discussion and evokes moderate student participation.	Teacher's use of questioning and discussion techniques consistently reflect high level questions, true discussion relevant to the content being studied and participation by most students.	The teacher designs and implements questioning and discussion techniques or strategies that are specifically designed to actively encourage students to think independently, creatively, or critically about the content being presented.
3c: Engaging Students in Learning	Few students are engaged in significant learning, as a result of inappropriate activities or materials, poor representations of content, or lack of lesson structure. No attempt is made to differentiate instruction.	Students are somewhat engaged as a result of activities or materials of inconsistent quality with uneven pacing and structure. Some attempt is made to differentiate instruction.	Students are engaged throughout the lesson, with appropriate activities and materials, and suitable structure and pacing of the lesson. Consistently provides for differentiated instruction.	Teacher maximizes instructional time by engaging students through use of high quality materials, which reflects a mastery of differentiating instruction. The structure and pacing of the lesson allow for student reflection and closure.
3d: Providing Feedback to Students	Teacher's feedback to students is not evident, of poor quality, and/or is not given in a timely manner.	Teacher attempts to provide feedback to students that is accurate, constructive, and timely.	Teacher consistently and successfully provides feedback to students that is accurate, substantive, constructive, specific, and timely.	The teacher monitors the understanding of the content of individual students and/or groups of students. Teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
3e: Demonstrating Flexibility and Responsiveness	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest and fails to respond to students' questions; teacher assumes no responsibility for students' failure to understand.	Teacher demonstrates some flexibility and responsiveness to students' needs and interests during a lesson, and seeks to ensure the success of all students. Teacher employs a limited repertoire of instructional strategies.	Teacher seeks ways to ensure successful learning for all students, making adjustments as needed to instruction plans and responding to student interests and questions. Teacher employs an expanded repertoire of instructional strategies.	Teacher is highly responsive to students' interests and questions, making major lesson adjustments if necessary, and persists in ensuring the success of all students. Teacher employs an extensive repertoire of instructional strategies.

Domain 4: Professional Responsibilities

	Unsatisfactory	Needs Improvement	Effective	Outstanding
4a: Evaluating One's Effectiveness: Knowing What Worked and What Didn't	The teacher does not reflect accurately the strengths and weaknesses of the lesson in relation to the learning goals.	The teacher accurately reflects on the validity of the lesson.	The teacher reflects accurately on the lesson and makes specific suggestions about how it might be improved.	In addition to effective, the teacher supports his or her judgements with specific evidence from the observed lesson.
4b: Maintaining Accurate Records	The teacher has no system, or an inadequate system, for maintaining accurate instructional and/or non-instructional records, resulting in errors and confusion.	The teacher's system for maintaining accurate instructional and/or non-instructional records is generally efficient.	The teacher's system for maintaining accurate instructional and/or non-instructional records is generally efficient and the teacher can readily access said records upon request.	The teacher's system for maintaining accurate instructional and/or non-instructional records is efficient, the teacher can readily access said records, and utilize these records to provide effective feedback.
4c: Communication with Parents and Staff	The teacher provides little or no information to families and makes no attempt to engage them in the child's education.	The teacher responds to family-initiated contacts and suggests involvement in the child's education.	The teacher regularly communicates with the family and makes an attempt to engage them in the child's education.	The teacher communicates frequently and consistently with the families and engages them in the child's education.
4d: Growing & Developing Professionally	The teacher does not participate in professional development activities, even when such activities are clearly needed for the development of teaching skills.	The teacher's participation in professional development activities is limited to those that are required.	The teacher seeks opportunities for professional development to enhance content knowledge and teaching skills.	The teacher seeks opportunities for professional development to enhance content knowledge and teaching skills and uses and shares this knowledge.



Your Anthem Benefits

Educational Purchasing Council – Carlisle
 Blue AccessSM (PPO)
 Summary of Benefits, Effective October 1, 2007

Covered Benefits	Network	Non-Network
Deductible (Single/Family) (Applies only to percent (%) copayments)	\$100/\$300	\$200/\$400
Out-of-Pocket Maximum (Single/Family)	\$750/\$1,500	\$1,500/\$3,000
Physician Office Services Including Office Surgeries allergy serum and injections • Allergy testing	\$15 Covered in full	20% 20%
Preventive Care Medical History Mammography ¹ Pelvic Exams Pap testing and PSA tests Immunizations ¹ Annual diabetic eye exam Annual Vision and Hearing exams	\$15	20%
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits apply) Physical/Occupational therapy: 60 visit limit Spinal manipulations: 12 visit limit Speech therapy: 20 visit limit	Copayments based on place of service	Copayments based on place of service
Inpatient Services Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab 180 days Network/Non-Network combined for skilled nursing facility	Covered in full	20%
Outpatient Surgery Hospital/Alternative Care Facility	Covered in full	20%
Other Outpatient Services Hospital/Alternative Care Facility	Covered in full	20%
Inpatient and Outpatient Professional Charges	Covered in full	20%
Home Care Services 30 visits non-network limit for Home Care, excludes IV therapy	Covered in full	20%
Hospice Services	Covered in full	Covered in full
Emergency and Urgent Care: Emergency Care in Emergency Room (covers all services, copayment waived if admitted then inpatient copayment applies)	\$75	\$75
Urgent Care Facility	\$35	\$35
Ambulance Services	Covered in full	Covered in full
Maternity Services	Covered in full	20%
Mental Health and Substance Abuse² (limits and Maximums apply) Inpatient: 30 Network days (includes inpatient mental health Non-Network) Outpatient: 50 Network visits 10 Non-Network mental health visits Inpatient and outpatient substance abuse \$550 Non-Network (Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-Network combined) Call 1-800-788-4003 for authorized referral	Covered in full Copayments based on place of service	20% Copayments based on place of service
Lifetime Maximum (Combined Network and Non-Network)	\$5 million	\$5 million

Covered Benefits	Network	Non-Network
Human Organ and Tissues Transplants Except Kidney and Cornea transplants ³ A separate \$1 million lifetime maximum applies (Combined Network And Non-Network)	Covered in full	50%
Medical Supplies, Equipment and Appliances	20%	40%
Prescription Drug Options**:	Rx Formulary Applies	
Network Retail Pharmacies: (30-day supply)	\$10 generic/ \$20 brand/ \$30 non-form	50% min \$30*
Anthem Rx Direct Mail Service: (60-day supply)	Retail or Mail Order	Not covered

Notes:

- All deductibles and copayments apply toward the Out-of-Pocket Maximum (except prescription drug, human organ and tissue transplants, excluding kidney and cornea, and flat dollar copayments for Preventive Care, Physician Office Services and Urgent Care).
 - Deductible(s) apply only to covered services listed with a percentage (%) copayment excluding prescription drugs and allergy testing (Network). Deductible(s) do apply to allergy testing on Saver Plans.
 - Network and Non-Network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.
 - Dependent age: to the end of the calendar year in which the child attains age 19; or to the end of the calendar year in which the child attains age 24 if the child qualifies as a Federal tax exemption.
- ¹ These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.
- ² Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level. Refer to Schedule of Benefits for limitations.
- ³ Kidney and Cornea are treated the same as any other illness and subject to the medical benefits and lifetime maximum.
- * Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
- ** If applicable, all prescription drug expenses (Network/Non-Network, Retail/Mail service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies.

Precertification:

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

MEMORANDUM OF AGREEMENT

This Agreement is made on this 25th day of April, 2011, by and between the Board of Education of the Carlisle Local School District, Warren County, Ohio, hereinafter referred to as the "Board," and the Carlisle Teachers Association, Warren County, Ohio, hereinafter referred to as the "Association."

WHEREAS, said Board and Association have entered into a Contract that is effective through June 30, 2014; and

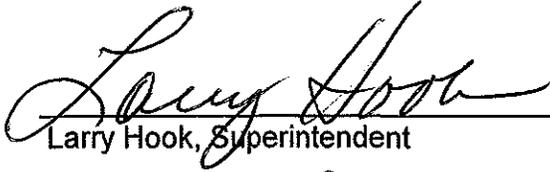
WHEREAS, said Board and Association desire to resolve how Section 8.15 C of the Contract should be implemented;

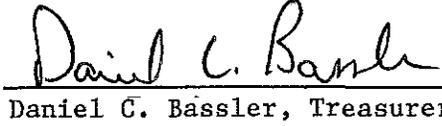
NOW, THEREFORE, BE IT AGREED by and between the parties hereto as follows:

1. The high school principal and the CTA President will calculate how many high school teachers have multiple preparations by determining how many high school teachers meet three (3) of the four (4) following criteria:
 - a. having three or more courses with separate lesson plans;
 - b. having three or more courses with separate tests;
 - c. having three or more courses with separate texts;
 - d. having three or more courses with curriculum compacting, resulting in additional material.
2. Teachers who meet the criteria set forth in number one above shall be scheduled one additional planning period during a rotational cycle equal to the number of qualifying teachers, utilizing only Tuesdays through Fridays. However, said rotational cycle shall not be greater than thirteen (13) days nor less than eight (8) days.
3. Said planning period shall be scheduled by releasing each qualifying teacher from his or her prime time duties on his or her scheduled day and by securing a prime time supervisor(s) [teacher(s) or aides(s)] who will provide each qualifying teacher's students with prime time services on his or her scheduled day.
4. Prime time numbers shall be adjusted by the administration to provide for this release time without hiring additional staff beyond regular staffing needs of the building.
5. In the event that a change in the daily bell schedule at the high school allows for a different method of providing additional planning time for teachers with three (3) or more preps that is comparable to or better than 2-4 above, that plan would, with the agreement of both parties, supersede this agreement.
6. The Board and the Association acknowledge that this Memorandum of Agreement does not establish a precedent. The parties hereto further agree that the terms and conditions of this Memorandum of Agreement are binding on both parties and are subject to the Grievance Procedure in the Contract currently in effect between the parties.
7. All other provisions of the Contract currently in effect between the parties hereto not altered by this Memorandum of Agreement shall remain in full force and effect for the term of the Contract,

and no other agreements shall serve to alter the provisions of the current Contract unless agreed to, in writing, between the parties hereto.

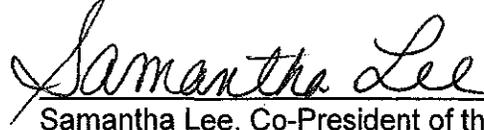
For the Board


Larry Hook, Superintendent


Daniel C. Bassler, Treasurer

For the Association


Heather Conger, Co-President of the Association


Samantha Lee, Co-President of the Association

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into this 25th day of April, 2011, by and between the Board of Education of the Carlisle Local School District, Warren County, Ohio, hereinafter referred to as the "Board," and the Carlisle Teachers Association, Warren County, Ohio, hereinafter referred to as the "Association."

WHEREAS the Board and the Association have executed a Collective Bargaining Agreement effective from March 7, 2011, to June 30, 2014, hereinafter the "Agreement" and;

WHEREAS the Board and the Association desire to establish clarification of school day and school year;

NOW THEREFORE be it resolved that the Board and the Association agree to the following:

Scenario #1 – Wednesday Early Release and Two State Waiver Days

Within the one-hundred eighty three (183) day teacher school year, one additional half day shall be provided to teachers to plan and / or collaborate. Teachers shall determine how this time shall be utilized.

On Wednesday Early Release Days, the teacher work day shall be extended by twenty (20) minutes. Teachers shall follow the Carlisle Schools' Professional Development schedule which shall include a minimum of three (3) Parent Communication Sessions. The final teacher work day shall consist of completing the check-out procedure.

Scenario #2 – Two State Waiver Days

Within the one-hundred eighty three (183) day teacher school year, one additional half day shall be provided to teachers to plan and / or collaborate. Teachers shall determine how this time shall be utilized.

Scenario #3 – Two State Waiver Days and Four Early Release Days

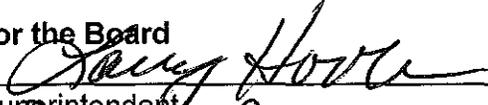
The school year shall be one hundred eighty-three (183) days. Within the 183 day teacher school year two half-days and two of four late arrival/early dismissal days shall be time provided to teachers to plan and/or collaborate. Teachers shall determine how this time shall be utilized.

Scenario #4 – Wednesday Early Release

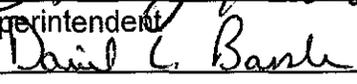
On Wednesday Early Release Days, the teacher work day shall be extended by twenty (20) minutes. Teachers shall follow the Carlisle Schools' Professional Development schedule which shall include a minimum of three (3) Parent Communication Sessions. The final teacher work day shall consist of completing the check-out procedure.

All other provisions of the Collective Bargaining Agreement currently in effect between the parties hereto not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions of the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

For the Board

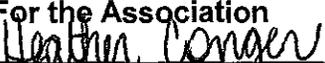


Superintendent

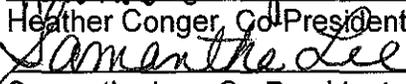


Treasurer

For the Association



Heather Conger, Co-President



Samantha Lee, Co-President

MEMORANDUM OF UNDERSTANDING

This Agreement is entered into this, 25th day of April, 2011, by and between the Board of Education of the Carlisle Local School District, Warren County, Ohio, hereinafter referred to as the "Board," and the Carlisle Teachers Association, Warren County, Ohio, hereinafter referred to as the "Association."

WHEREAS the Board and the Association have entered into a Collective Bargaining Agreement effective from March 7, 2011 – June 30, 2014, hereinafter the "Agreement" and;

WHEREAS the Board and the Association desire to establish new teacher leader positions for the 2009 – 2010 school year;

NOW THEREFORE be it resolved that the Board and the Association agree to the following:

The instructional leadership team has been restructured to incorporate more representation among the teaching staff. The stipend for each position is \$516. The make-up of this team and the stipend for each position shall be reevaluated for the 2014 - 2015 school year. Under no circumstance shall the total dollar amount funding this team be less than \$10,320.

The parties agree that this Memorandum of Understanding shall be non-precedent setting.

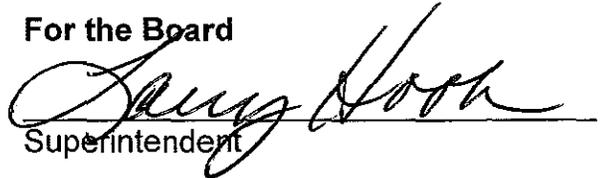
Further, the parties agree that the co-chairs shall be compensated an additional \$516 for a total of \$1032 for the duration of this contract.

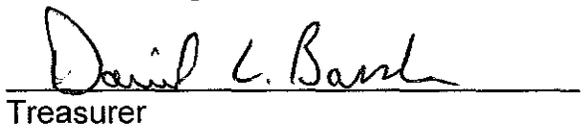
- | | | |
|-----|-----------------|------|
| 1. | Lang. Arts | H.S. |
| 2. | Soc. Studies | H.S. |
| 3. | Math | H.S. |
| 4. | Science | H.S. |
| 5. | Lang. Arts | M.S. |
| 6. | Soc. Studies | M.S. |
| 7. | Math | M.S. |
| 8. | Science | M.S. |
| 9. | Grade Level (5) | Int. |
| 10. | Grade Level (4) | Int. |

- | | | |
|-----|----------------------|------|
| 11. | Grade Level (3) | Int. |
| 12. | Grade Level (2) | Pri. |
| 13. | Grade Level (1) | Pri. |
| 14. | Grade Level (K) | Pri. |
| 15. | Exceptional Learners | K-12 |
| 16. | Unified Arts | K-12 |
| 17. | Career Technologies | K-12 |
| 18. | Special Education | K-12 |
| 19. | Co-Chair | 6-12 |
| 20. | Co-Chair | K-5 |

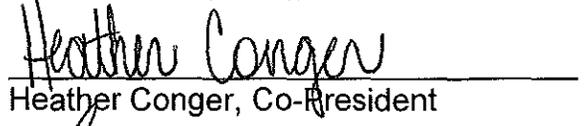
All other provisions of the Collective Bargaining Agreement currently being honored between the parties hereto not altered by this Memorandum of Understanding shall remain in full force and effect for the term of the Collective Bargaining Agreement and no other agreements shall serve to alter the provisions of the Collective Bargaining Agreement unless agreed to, in writing, between the parties hereto.

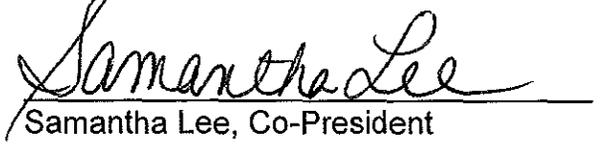
For the Board


 Superintendent


 Treasurer

For the Association


 Heather Conger, Co-President


 Samantha Lee, Co-President

**CARLISLE TEACHERS ASSOCIATION
AND THE
CARLISLE LOCAL SCHOOLS BOARD OF EDUCATION**

**MEMORANDUM OF UNDERSTANDING
EVALUATION PROCESS
(DEVELOPED BY THE DISTRICT EVALUATION COMMITTEE)**

A. Purpose

1. The purpose of teacher evaluation is to promote a commitment to instructional improvement and include a co-operative/collaborative effort of the teacher and administrators.
2. As the parties transition to the Ohio Teachers Evaluation System (OTES) as required by Ohio Revised Code 3319.111 and 3319.112, the following procedures shall be utilized.
3. Exception shall be those members whose assignment does not require at least fifty percent (50%) direct instruction with students and/or whose assignment includes fewer than minimum number of students as delineated in the OTES rules and regulations. In such cases, the evaluation procedure in Article VII will be utilized, with the Association and Board developing evaluation forms and rubrics for each position during the 2014-15 school year.

B. Evaluation Cycle

1. Members shall be evaluated annually in two (2) evaluation cycles;
2. Each cycle will include a minimum of one (1) formal observation, for a total of two (2) overall observations;
3. A member receiving an overall rating of Accomplished shall be evaluated every other year;
4. A member on a limited contract due to expire or an extended limited contract shall be evaluated with a minimum of three (3) formal observations, in order to be subject to a nonrenewal.

C. Evaluators

1. The evaluators shall be the principals and assistant principals employed by the Board who have obtained the appropriate credentials required by the Ohio Department of Education. However, the Superintendent or his/her professionally credentialed employee/administrator/supervisor designee may participate in the evaluation process.

2. A member who is assigned to more than one building shall be evaluated by the principal in the building that he/she teaches the majority of the day. Evidence presented by the other principal shall be considered by the evaluating principal.

D. Procedures

1. Each formal evaluation cycle, shall consist of:
 - a. A pre-observation conference;
 - b. A classroom observation of at least thirty (30) minutes or more in duration;
 - c. A post-observation conference to discuss the observation;
 - d. Minimum of one (1) walkthrough.
2. Each member shall be evaluated at least twice during the school year. The first evaluation shall be completed prior to December 15 and the member being evaluated shall receive the written evaluation no later than December 20. The second evaluation shall be conducted and completed by May 1 and the member being evaluated shall receive the written evaluation no later than May 10.

For those members requiring a third observation, said observation shall occur after December 15.

3. Each member rated as Accomplished shall be formally evaluated once every two (2) years. The first evaluation shall be prior to December 15 and the member being evaluated shall receive the written evaluation no later than December 20. The second evaluation shall be conducted and completed by May 1 and the member being evaluated shall receive the written evaluation no later than May 10. However, upon the request of either the teacher or principal, the member rated as Accomplished will remain on the full cycle for the next year. An additional exception will be for those members rated Accomplished with less than four (4) years of teaching experience. In such case, the member shall be evaluated annually as stated above.
4. The member shall be provided a written report of the evidence observed during the walkthrough. Upon the request of either the member or the evaluator, a meeting shall occur after the walkthrough to discuss the observation.
5. Within ten (10) working days after a formal observation, the post-observation conference between the member and building administrator/evaluator shall be held. The member and evaluator may agree to extend the conference timeframe due to extenuating circumstances.
 - a. At each conference, the building administrator/evaluator shall review the observation noting outstanding performance and/or areas needing improvement. The principal/evaluator shall provide a copy of the rubric

containing evidence observed/obtained to support his/her observations/ratings.

- b. In addition, if the building administrator/evaluator observes an area(s) that needs improvement, he/she shall develop a professional improvement plan in accordance with state requirements. The building administrator/evaluator and member shall agree to a time schedule to assess progress in the area(s) needing improvement. Said time schedule shall allow a reasonable amount of time before an assessment on progress is made.
- c. The member shall receive a written copy of the summative evaluation form at the final post observation conference. Both the member and the evaluator shall sign and date the evaluation. The member, by affixing his/her signature to the evaluation, indicates only that he/she has received and read the evaluation and that it does not necessarily indicate that he/she agrees with the evaluation and comments.

E. General Provisions

1. If requested, an Association representative may attend any evaluation conferences.
2. The evaluation procedure will be uniformly applied in all buildings.
3. The completed evaluation forms (Appendix ____) shall be placed in the member's personnel file. The member may attach his/her response to the evaluation.
4. In the event a member's evaluation is involved in a grievance which proceeds to arbitration, the arbitrator shall have the authority to address procedural errors but be without authority to substitute his/her judgment for that of the building administrator/evaluator.
5. The parties agree that should litigation and/or legislation amend and/or appeal any requirement or provision related to the member's evaluation, the Evaluation Committee shall review said changes and recommend what adjustments, if any, need to be made to the evaluation procedures defined in this Article. Any alterations to this Article shall require approval/ratification from the Board and the Association membership. Upon approval/ratification the parties shall enter into a written amendment to the contract.

F. District Evaluation Committee

The current District Evaluation Committee, which consists of representatives from both the Association and the Board, will reconvene in January 2015 and again in May of 2015 to review OTES process.

G. Student Growth Measures

1. The District Student Growth Measure Committee shall consist of the following:
 - a. Two (2) High School members appointed by the Association Co-Presidents;
 - b. Two (2) Middle School members appointed by the Association Co-Presidents;
 - c. Two (2) Elementary school members (one from each building) appointed by the Association Co-Presidents, and;
 - d. Two (2) administrators, appointed by the Superintendent.
2. Each member of the committee shall serve two (2) years which shall be staggered to establish and maintain consistency. During the 2014-15 school year, the members of the committee shall determine the initial length of the terms to allow for the staggering of terms.
3. Each year, the committee shall select a chairperson and a recording secretary.
4. A member required to utilize a Student Learning Objective (SLO), shall submit his/her SLO no later than fifteen (15) school days after the start of the school year.
5. The Student Growth Committee shall review all submitted SLOs by November 1 of each year. All reviews shall be during the normal workday with the members of the committee provided release time.
6. The Chairperson shall be responsible for communicating with the members regarding the approval process and the outcome of the Committee's review.
7. Use of Student Growth Measures shall not be used for employment decisions, including but not limited to, nonrenewal, termination, reduction in force and recall until the 2017-18 school year.

