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MASTER AGREEMENT

BETWEEN THE

COSHOCTON CITY EDUCATION ASSOCIATION/OEA/NEA

AND THE

COSHOCTON CITY BOARD OF EDUCATION

September 1, 2015 to August 31, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
Article 1	Professional Agreement.....	3
Article 2	Grievance Procedure.....	5
Article 3	Association Rights & Responsibilities	8
Article 4	Leave Provisions.....	10
Article 5	Vacancies	16
Article 6	Professional Concerns	17
Article 7	Individual Rights	20
Article 8	Complaints Against Personnel.....	21
Article 9	Personnel Files.....	21
Article 10	Dismissal and Reprimand Procedures	22
Article 11	Reduction in Force.....	23
Article 12	Personnel	25
Article 13	Release Time	26
Article 14	Academic Tuition Plan	26
Article 15	Severance Pay	27
Article 16	Insurance.....	28
Article 17	Teacher Evaluation	30
Article 18	Requisition of Supplies.....	31
Article 19	Committees	32
Article 20	Academic Freedom.....	32
Article 21	Non-Teaching Duties.....	34
Article 22	After School Meetings.....	34
Article 23	Inservice.....	34
Article 24	Local Professional Development Committee	34
Article 25	Contracts	38
Article 26	Salary	39
Article 27	Supplemental Salary Schedule	43
Article 28	Ohio Resident Educator Program	50
Article 29	Employment of Retired Teachers.....	55
Article 30	Duration.....	56

CONTENT INDEX

TITLE	<u>PAGE</u>
Academic Freedom	32
Academic Tuition Plan.....	26
After School Meetings	34
Association Rights & Responsibilities.....	8
Committees.....	32
Complaints Against Personnel.....	21
Contracts	38
Dismissal & Reprimand Procedures	22
Duration	56
Employment of Retired Teachers	55
Grievance Procedure.....	5
Individual Rights	20
Inservice	34
Insurance	28
Leave Provisions	10
Local Professional Development Committee.....	34
Non-Teaching Duties	34
Ohio Resident Educator Program	50
Personnel.....	25
Personnel Files	21
Professional Agreement	3
Professional Concerns	17
Reduction In Force	23
Release Time	26
Requisition of Supplies	31
Salary	39
Severance Pay	27
Supplemental Salary Schedule	43
Teacher Evaluation	30
Vacancies	16

ARTICLE 1
PROFESSIONAL AGREEMENT

SECTION I: RECOGNITION

The Coshocton City Board of Education, hereinafter "Employer" or "Board" hereby recognizes the Coshocton City Education Association OEA/NEA-Local, hereinafter the "Association"/"Union" as the sole and exclusive bargaining representative for the purpose of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory personnel (as certified by the State Employment Relations Board). The Union recognizes that the Superintendent, Assistant Superintendent, Principals and other administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. The employer recognizes that the Union representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

The Association recognizes the Board as the duly elected body charged by law with the authority and responsibility to establish the education and other policies of the school district and retains unto itself all the legal authority vested in it by law except to the extent that authority is specifically limited by a specific provision of this contract.

Definitions:

1. Coshocton City Board of Education - hereinafter the Coshocton City Board of Education shall be referred to as the Board.
2. Coshocton City Education Association - hereinafter the Coshocton City Education Association shall be referred to as the Association.

SECTION II: NEGOTIATIONS PROCEDURES

A. Directing Requests

Requests in writing for commencing negotiations meetings from the Association shall be made directly to the Superintendent and the Board. Requests by the Board will be made to the President of the Association.

Negotiations shall begin no later than ninety (90) days prior to the expiration of the contract. Either the Association or the Board may initiate negotiations in keeping with provisions in this Contract. The Association and/or the Board of Education's request shall include:

1. A list of the specific items for negotiations.
2. The names, addresses and telephone numbers of the members of the negotiating team.
3. The spokesperson of the negotiating team.

Upon receiving such request, the Board and/or Association shall respond by providing to the initiating party the same information listed above in numbers 1 through 3 in this Section II, A.

B. Meetings

1. Within fifteen (15) days after receipt of a request to negotiate, the parties shall arrange for a

mutually agreed upon date to commence negotiations.

2. Negotiation meetings shall be closed to the public.
 3. Negotiation meetings shall be held in the Board office at 1207 Cambridge Road or another location by mutual agreement.
 4. Meetings shall not be held during school hours or times which interfere with the teachers professional and contractual duties, unless mutually agreed upon.
 5. Meetings shall be held for no longer than two (2) hours unless an extension is mutually agreed upon.
- C. Scope of Negotiation
Representatives will negotiate in an effort to reach agreement with respect to all matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of the contract.
- D. Negotiations Team
Each party may have up to five (5) negotiations representatives. Neither party in any negotiations shall have any control over the election of the negotiation representatives of the other party.
- E. Use of Consultants
One consultant and/or one observer for each party may attend the negotiation sessions at the expense of the inviting party.
- F. Power of Authority
While no final agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiation.
- G. Caucus
The spokesperson of either group may recess his/her group for independent caucus at any time. Each caucus will not exceed sixty (60) minutes, unless mutually agreed upon.
- H. News Release
While negotiations are in process neither party will make any news release prior to Disagreement. Thereafter any release prepared shall have a copy given to the other party.
- I. Interim Reports
Interim reports of progress may be made to the Association by its representatives and to the Board by its representatives.
- J. Censor
No reprisals of any kind will be taken by the Board or Association against any person because of his/her participation in the negotiations procedure.
- K. Information Exchange
Both parties agree to provide to the other requested information. At any time prior to and during negotiations, either party may request from the other such information as necessary to develop full and complete negotiations proposals. Such information shall be provided within ten (10) working

days.

L. Agreements

After both negotiation teams have reached tentative agreement on all items, the Association shall then have ten (10) days to ratify the agreement. The Board, after receiving written evidence of the Association's ratification, shall act upon the agreement as soon as possible, and not later than the next regular meeting of the Board.

M. Disagreement

Thirty (30) days prior to the expiration date of this Agreement, the parties will notify the Federal Mediation and Conciliation Service (FMCS) of such negotiations. From that point (30 days prior), should an impasse occur, either party shall have the right to request the assistance of FMCS. In the event that agreement is not reached by the expiration date of this agreement, then the Association shall have the right to proceed in accordance with Section 4117.14D(2) and Section 4117.18(c) of the Ohio Revised Code.

N. Right of Choice

Both parties, the Board and the Association, have the right to choose the Negotiation Format. If both sides mutually agree to use a different format such as Interest Based Bargaining or any other agreed upon format, any item(s) A through M under Section II, Negotiations Procedures of Article I may be modified, amended, or excluded to the agreement of both sides. If the chosen negotiating format fails to reach final contract agreement, then the negotiating procedure will revert to the guidelines as established in this contract under Section II: Negotiations Procedures of Article I, Items A-M.

ARTICLE 2
GRIEVANCE PROCEDURE

SECTION I: PURPOSE AND OBJECTIVES

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

SECTION II: DEFINITION

A grievance is an alleged violation, misinterpretation or misapplication of the negotiated Agreement.

SECTION III: GENERAL PROVISIONS

- A. An individual grievance shall be initiated by the teacher so aggrieved. Should a teacher not wish to grieve an alleged violation, that shall not prohibit another teacher from grieving a like issue in the future.
- B. A group grievance may be initiated by the Association on an alleged violation that affects two (2) or more teachers in a like manner. The Association may grieve an alleged violation of any right granted the Association in the master agreement.
- C. A grievance that advances beyond the informal step shall be reduced to writing and include: (a) the alleged violation; (b) relief sought; (c) date of initiating procedure.

- D. The Association shall be available to assist any teacher in preparing the proper and complete information necessary to expedite the procedure. No grievance shall be submitted to arbitration without the consent of the Association.
- E. Counsel of choice may be used by all or any party involved in the grievance procedure through Level IV. Once the grievance is submitted to arbitration, the Association shall select counsel to be involved. No adjustments to a grievance at any level shall be contrary to the collective bargaining agreement. The Association must be notified of any grievance filed and has the right to be present at any level at which the grievance could be adjusted.
- F. Time limits given shall be considered as maximum, unless otherwise extended by mutual agreement by the parties involved.
- G. Failure of the aggrieved to proceed within the specified time limits to the next level of the procedure shall mean the grievance has been resolved by the recommendations stated in the previous level.
- H. Failure of the administration to respond in the time limit stated shall mean the grievance goes to the next level. (Except in situations of an emergency nature, the stated time limits may be extended by mutual consent).
- I. A grievance may be initiated at Level III when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control (See Section IV: Procedure).
- J. Resolution of a grievance at any level shall apply to the stated grievance and shall in no way infringe on the statutory obligations or other policies of the Board.
- K. Nothing contained in this procedure shall be construed as limiting the individual rights of a teacher, having a complaint or problem, to discuss the matter informally with members of the administration through normal channels of communication.
- L. A teacher shall have the option of pursuing a contract violation through the grievance procedure or may utilize an alternative legal option for pursuing the alleged contract violation. However, it is understood that the teacher may challenge the alleged contract violation in only one legal form.
- M. A day shall be defined as a day on which the Board office is open for business.
- N. No reprisal shall be made against any party involved in the use of this grievance procedure.
- O. A grievance may be withdrawn at any level without prejudice or record.
- P. No record, document, or communication concerning a grievance shall be placed in the personal file of any participants involved in the procedure herein described.

SECTION IV: PROCEDURE

Level I - Informal

A grievance should be discussed informally with the grievant's immediate supervisor or principal. Other administrators who have knowledge of the matter may be invited to the discussion.

Level II - Administration

A copy of the written grievance shall be submitted within twenty (20) days after the grievant knew or reasonably should have known of the event or condition upon which it is based. A meeting shall be mutually agreed upon between the aggrieved and the administrator within five (5) days of the receipt of the written grievance by the immediate supervisor or principal. Either the aggrieved or the administrator may have present such people who may provide information related to the grievance. Discussion at the meeting shall be confined to the issues as stated in the grievance and the relief sought.

Within five (5) days of the conclusion of the meeting, the administrator shall provide the aggrieved with a written response stating his/her position and resolution of the grievance.

Level III - Superintendent

If the aggrieved is not satisfied with the suggestion for resolution received in Level II, he/she may within five (5) days of receipt of such written response, submit his/her written grievance to the Superintendent and request a meeting to discuss the grievance.

A meeting date shall be mutually agreed upon between the aggrieved and the Superintendent within five (5) days of the written request. The meeting shall be conducted in a manner as stated in Level II.

Within five (5) days of the meeting, the Superintendent shall provide the aggrieved with a written response stating his/her position and resolution of the grievance.

Level IV - Board of Education

If the aggrieved is not satisfied with the suggestion for resolution received in Level III, he/she may within five (5) days of receipt of such written response, submit his/her written grievance to the Board of Education and request a meeting to discuss the grievance. The meeting date shall be set within five (5) days of the request, not to exceed the next regular meeting date. The meeting shall be conducted in executive session in a manner as stated in Level II. Within five (5) days of the meeting, the Board shall provide the aggrieved with a written response stating their position and resolution of the grievance. The Board President and the Association President may waive Level IV by written mutual consent executed within the time limits for setting the meeting date. The grievant may then advance the grievance to Level V - Arbitration.

Level V - Arbitration

If the grievant is not satisfied with the Board of Education's decision, he/she shall be allowed ten (10) days to file a written appeal with the Board. Arrangements shall be made between the Board and the Association to select an arbitrator within ten (10) days of receipt of the appeal. The Arbitrator shall be selected using the Voluntary Labor Arbitration rules of the American Arbitration Association.

Meetings shall be in private.

When possible, meetings shall not be held during school hours or times which interfere with the teachers' professional and contractual duties. If held during the work day, Article 13 shall govern released time.

Final resolution shall be rendered in writing as soon as possible by the Arbitrator and that decision shall be binding to both the Board and the grievant.

The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms of this Agreement, nor shall he/she make any decisions contrary to law. He/she shall not imply obligations and conditions binding upon the parties from this Agreement except as set forth herein. The Arbitrator may rule on procedure related to teacher evaluation, but shall not substitute his/her judgment for that of the evaluation. The powers of the Arbitrator related to transfer and assignment of any teacher shall be limited to ruling on questions of procedure.

In the event that a case is submitted to an Arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. The cost of the Arbitrator shall be shared equally by both parties.

ARTICLE 3
ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The President of the Association or his/her designees shall have the right to visit all schools in the district for the purpose of carrying out Association business. Such visits shall be made only upon prior notification to the Superintendent and shall not conflict with their normal professional and contractual duties. The President and/or designee shall observe all policies and procedures of the Board and the Ohio Revised Code.
- B. The Association may assist in the social orientation of new teachers to the system. The Association may address the new teachers during the 1 ½ hour luncheon period. In return, the Board shall furnish the names and addresses of new teachers no later than two (2) weeks prior to the opening of school. Such information shall be only for the use of the Association.
- C. The Association shall be provided bulletin board space in the teachers' lounge in each school for the posting of notices and other materials relating to Association activities. All Association notices and materials shall be confined to the bulletin board. The bulletin board space shall be identified with the name of the Association. The Association Building Representative has the responsibility of maintaining the bulletin board.
- D. The Association Building Representative or his/her designee may use individual school office equipment and audio-visual equipment when such equipment is not otherwise in use, and prior arrangements have been made with the building principal. The Association will pay for materials, supplies used and any damages to equipment.
- E. The Association shall be provided a place on the agenda to address the Board at regular school board meetings during the public participation period and will be granted extensions of the time limits if requested.
- F. The Association may use the inter-school mail services so long as this service does not interfere with school business. The envelopes shall not exceed in size 10" x 13".
- G. The Association will be provided with five (5) minutes at the beginning of the first Inservice Day to commute information to the Association members. In addition, the Association will have the right to call a meeting at the conclusion of the morning session during the 1 ½ hour lunch period.
- H. The Association may use a school building for its official membership and executive committee meetings after school hours and at a time and place that does not interfere with the normal and other scheduled use of such buildings.

Arrangements shall be made with the Superintendent.

Building use shall be in keeping with building and administrative policies of the Board and the Ohio Revised Code.

No fees will be charged for such use unless custodial overtime or damage is incurred as a part of facility use.

Attendance at such meetings shall not interfere with the performance of the teacher's professional and contractual duties.

I. The Board's procedure for distribution of Policy Books will be as follows:

1. The Association Officers and Building Representatives
2. As deemed necessary by the Board.

J. 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 Coshocton City Education 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 be 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 Payors

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

5. Procedure for Rebate

The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09(C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal

laws and the Constitution of the United States and the State of Ohio.

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. Religious Exemption

Any exemptions made to this procedure because of a bonafide religious belief shall be made pursuant to Ohio Revised Code 4117.09(C).

8. 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.

K. Association and Administration Meetings

At the request of the teachers and/or the principal, the principal shall meet once a month while school is in session with up to two association building representatives to discuss matters of concern. The dates of these meetings shall be established in consultation between the principal and the building representatives. At the request of the Association President and/or the Superintendent, the Association President and the Superintendent or their designees shall meet monthly to discuss matters of concern. The time and place shall be mutually agreed upon. Each party shall present the other with a list of issues of concern at least one week prior to the meeting.

ARTICLE 4
LEAVE PROVISIONS

Part-time teachers will receive leave benefits proportionately equal to the ratio of their employment vs. full-time employment.

Misuse or falsification of any signed statement in the use of leave shall result in the employee having a day's pay deducted for each day of leave that was misused or for which the employee falsified a signed statement, and is also grounds for suspension or termination of employment under Section 3319.16 of the Ohio

Revised Code.

SECTION I: SICK LEAVE

Bargaining unit members shall be authorized sick leave in keeping with provisions of the Ohio Revised Code and the Board policy as herein stated.

Bargaining unit members shall accrue sick leave at the rate of 1 ¼ days per month while under contract with the Board, for a maximum of fifteen (15) days per year.

A bargaining unit member newly hired to the district shall be credited accumulated sick leave to a maximum of two hundred fifty (250) days provided that his/her employment by the Board takes place within ten (10) years of the date of the last termination of public service by the employee.

Effective September 1, 2015, unused sick leave may be accumulated to a maximum of two hundred fifty (250) days.

Upon beginning the duties of employment, bargaining unit members new to the district shall be granted five (5) days of sick leave, but the maximum annual accumulation shall be fifteen (15) days.

A. Use of Sick Leave

Bargaining unit members may use sick leave for absence due to illness, illness related to pregnancy, adoption, injury, and exposure to contagious diseases which could be communicated to other employees or to pupils, and to illness or death in the immediate family as follows:

1. For personal illness or injury, or exposure to contagious disease, the teacher may use accumulated sick leave.
2. For serious illness in the teacher's immediate family:
 - a. Immediate family includes father, mother, brother, sister, wife, husband, children, grandparents, in-law relatives, uncle and aunt.
 - b. For the duration of this contract, grandchildren will be included in the definition of immediate family.
3. Sick leave may be granted in minimum units of one quarter (1/4) day. One quarter [1/4] day shall be one [1] to one hundred ten [110] minutes.
4. Pregnancy Disability/Adoption Leave
Upon certification of the attending physician to the Superintendent in writing that it is not in the best interest of the teacher's health that she perform her assigned duties, the period of sick leave shall be determined by the attending physician. If in the opinion of the attending physician the teacher is able to continue her assignment, every effort shall be made to effect restoration to the original or comparable position held at the time said teacher went on Pregnancy Disability Leave.

Upon application to the Superintendent, sick leave may be granted prior to the date of delivery as determined by the attending physician.

Sick leave may be used for maternity/adoption purposes under the following restrictions:

Upon application to the Superintendent, a maximum of six (6) weeks of sick leave may be granted for adoption purposes in the event it is required by the adoption agency or the attending physician.

5. Maternity Leave: A bargaining unit member may use sick leave for maternity leave from the date of birth of her child. Leave will be granted for a reasonable length of time; 6 weeks or 42 calendar days for a normal delivery, 8 weeks or 56 calendar days for a C-Section. Extended leave will be granted by the Superintendent as determined by the attending physician upon receipt of a medical certificate.
6. Absence due to death in the family of a teacher shall not exceed five (5) working days, unless approval of additional days is granted by the Superintendent. Sick leave as authorized under this section shall not exceed the number of accumulated and unused sick leave days to the credit of the teacher.
7. Teachers on a Board approved leave of absence or disability leave may elect to carry insurances and the insurance premiums shall be paid by said teacher at the group rates ten (10) days before the due date so long as the carrier agrees.
8. If any bargaining unit member exhausts his or her accumulated sick leave, and is not eligible for STRS disability, then the Board shall continue to pay all insurance premiums required by this contract for the employee until the contract year in which the employee exhausted his or her accumulated sick leave ends.

B. Procedure

The employee wishing to use sick leave shall complete a sick leave request form and file it with the building principal before absence from duty, when possible. If not possible before absence from duty, the teacher shall complete the written sick leave request form within one day of returning to work from leave.

C. Application and Enforcement

The Superintendent shall be the "responsible administrative official" for the application and enforcement of these regulations and shall in all cases be guided by the policy and procedure herein set forth.

D. Worker's Compensation

If the absence of a teacher is due to an accident or injury to a teacher which is commensurable under the rules governing Worker's Compensation, it shall be the duty of the teacher to apply for such compensation.

SECTION II: PERSONAL LEAVE

The Board shall grant four (4) working days per year per teacher with pay for personal leave, which days shall not be deducted from sick leave. For personal leave not used during the course of the school year, the employee will receive one (1) day's sick leave credit for each day not used (subject to maximum sick leave accumulation).

One (1) day shall be for bereavement, two (2) days unrestricted, and one (1) day restricted subject to the following restrictions: personal leave is not to be used for a vacation, an outing, a day of entertainment such as hunting, fishing, job interview, etc.

All arrangements for use of restricted personal leave and bereavement leave shall be made through the

Superintendent's office in reasonable time to allow employment of substitutes. Three (3) days notice shall be given to the Superintendent for requests of unrestricted personal leave. Periodic memos will be sent to all staff regarding statistics of personal leave usage. Personal leave may be used in one quarter (1/4) day increments. (One quarter [1/4] day shall be one [1] to one hundred ten [110] minutes.) Unrestricted personal leave may not be used the day before or after a holiday, or vacation period, or the last day of school. These restrictions may be waived under certain extenuating circumstances as determined by the Superintendent.

SECTION III: MEDICAL LEAVE

Medical leave of absence without pay may be granted upon proper application of a teacher who has exhausted his/her accumulated sick leave and is still unable to return to work. Medical leave shall only be granted upon the submission of a doctor's certificate indicating both the necessity for such leave and the reasonableness of anticipated return. A corroborative statement from a physician selected by the Superintendent (at Board expense) may be required.

Such leave will commence on the day that accumulated sick leave is exhausted and the teacher has no earnings due.

Medical leave may also be used for the immediate family as defined under sick leave.

Leaves shall be granted for one (1) year or less (semester) and upon recommendation of the Superintendent and Board approval, may be extended for an additional one (1) or two (2) semesters.

A teacher may be placed on an involuntary leave of absence by the Board in keeping with provisions of Section 3319.13 and 3319.16 and related sections of the Ohio Revised Code for mental and physical disabilities.

The Board shall continue to carry (the teacher) on payroll records for insurance purposes and the premium shall be paid by the teacher at the group rate providing the insurance carriers agree.

Every effort will be made to return the teacher to the original or comparable position held at the time said teacher went on medical leave.

SECTION IV: NON-USE COMPENSATION

Any bargaining unit member who does not use any sick leave and/or personal leave or days without pay during the school year shall be compensated \$200. Any bargaining unit member who has used no more than one (1) day of sick leave and one (1) day of personal leave per school year and no days without pay shall be compensated \$100.

SECTION V: CHILD CARE PROVISION

A member of the bargaining unit may request and will be granted up to one (1) year of unpaid Child Care Leave, except that up to two (2) years leave will be granted in the event it is required by an adoption agency and/or the child suffers from a serious illness or disability. When possible, such leave will commence and end coinciding with the beginning or ending of a semester as adapted to the school board calendar. During the term of the leave, the member may maintain his/her insurance benefits by paying the group rate to the treasurer. Every effort shall be made to effect restoration to the original or comparable position held at the time said teacher went on Child Care Leave.

In the event the employee wishes to purchase the time on leave pursuant to this provision for retirement

purposes, the employee shall pay his/her share of the cost of the retirement purchased as well as one half (1/2) of the Board's share of the cost of purchasing the leave for retirement purposes. This paragraph applies to leaves approved after August 31, 1993.

SECTION VI: EDUCATIONAL AND/OR SABBATICAL LEAVE

The Board may grant an educational leave (without partial salary) or sabbatical leave (with partial salary) according to the following provisions:

- A. Application for the leave must be made in writing to the Board by March 1st of the school year prior to the year of the leave.
- B. A teacher shall have had five (5) continuous years of teaching in the system.
- C. A written plan of professional growth and improvement must be submitted to the Superintendent with the request for leave.
- D. No more than two (2) teachers may be on Sabbatical, or two (2) teachers on Educational Leave at one time in the district for a total of four (4) people.
- E. A second leave may be granted after the completion of five (5) continuous years of teaching in the system after the original leave.
- F. Teachers returning from Educational Leave must notify the Superintendent in writing before March 31 of their intention to return.
- G. A teacher on sabbatical leave must return to the district for one (1) full school year or repay all or any part of the salary received.
- H. The part salary shall be the difference between the regular salary and the cost of a replacement teacher.
- I. Teachers returning to the district shall be placed in the same or equivalent position held prior to the leave and shall not receive the incremental experience step.
- J. A teacher on leave may retain all insurance benefits by paying the premiums to the treasurer ten (10) days before the due date providing the insurance carriers agree.

SECTION VII: CIVIC LEAVE

- A. Military Leave
Military leave shall comply with Ohio Revised Code Section 5923.05.
- B. Jury Duty
The Board shall pay a teacher regular compensation when said teacher serves as a juror. Teachers will be excused upon request and will return to the Treasurer any remuneration (less expenses) received while serving in said capacity.
- C. School Related Court Proceedings
Work missed due to job related court order shall be without loss of pay or penalty of personal leave. Any remuneration (less expenses) received from the Court shall be returned to the Treasurer. A copy of the Court Order shall be forwarded to the Treasurer.

SECTION VIII: PROFESSIONAL LEAVE

- A. Professional meetings must be in an appropriate and/or related field and must have prior approval of the building principal and the Superintendent. Funds will be budgeted each school year on the basis of \$125 per bargaining unit member in the building with travelling teachers being counted at their home school as determined by the administration. Annually by June 30, the Association President shall receive a list of all bargaining unit members who used professional leave and said list shall also include the actual cost of professional leave funds that was spent on each person, and the remaining balance of the budgeted funds. This balance will not carry over to subsequent years. Expense reimbursement will be limited to guidelines contained in paragraph D, unless the professional leave is at the request of the district administration, in which case all expenses will be paid by the district (tuition will be reimbursed as per Article 14).
- B. Application for leave must be applied for at least ten (10) days in advance of the meeting.
- C. Receipts must be attached to reimbursement forms for all expenditures. Conference funds from other sources will not be deducted from this allocation. The use of other funds by a bargaining unit member will not exclude him/her from participation in the use of this fund.
- D. Bargaining unit members who use professional leave shall be reimbursed for expenses incurred. Expense reimbursement shall not exceed the following maximums:
 - 1. Registration - Actual cost, not to cover membership and not to exceed \$250.00 per teacher, per year, subject to the building budget.
 - 2. Travel by motor vehicle - Actual cost, not to exceed the maximum rate permitted by the IRS in effect at the start of each contractual year. Teachers are encouraged to car pool and/or use school provided transportation (van), if available.Expenses beyond these maximums are to be assumed by the individual teacher.
- E. Professional meetings may be approved without reimbursement, but the Board shall provide a substitute.
- F. Expenses incurred at meetings, tournaments, workshops, conferences or events for athletics will have reimbursement paid by the Athletic Department within the discretion and availability of athletic funds.

SECTION IX: ASSOCIATION LEAVE

The Association shall be granted five (5) days annual leave for representatives to attend professional business meetings. This leave is non-cumulative. The Board will pay the expense of the substitute. The Association will be responsible for the expense of the representative(s) at such meetings.

SECTION X: ASSAULT LEAVE

A teacher who is absent due to disability resulting from a physical assault upon said teacher, if the assault occurs while in required attendance at an official school function, or in carrying out duties directly related to the role and responsibility of the teacher, or in the course of said teacher's contracted employment during his/her regular work year, then up to twenty-five (25) days of assault leave will be granted. During such assault leave, said teacher shall be maintained on full pay basis. Eligibility will be based on a signed

statement by the teacher within two (2) school days after the incident occurs, or later at the discretion of the Superintendent, which shall include but not be limited to the following:

- A. Nature of the injury.
- B. Date and time of the occurrence.
- C. Identification of the individual or individuals causing the assault, if known.
- D. Facts and circumstances surrounding the assault.
- E. A certificate from a licensed physician describing the nature of the injury sustained causing absence.
- F. A statement indicating a willingness to participate and cooperate with the Board if the Board decides to pursue legal action against the assailant(s).

Assault leave granted under this section shall not be charged against sick leave or personal leave.

At the end of twenty-five (25) days, the Board may grant a maximum of ten (10) additional days of assault leave and the teacher may use sick leave or receive worker's compensation (if eligible) for the period of the physical disability.

ARTICLE 5 **VACANCIES**

SECTION I: VOLUNTARY TRANSFER AND/OR ASSIGNMENT

- A. Statutory authority for the assignment of teachers and other duties rests with the Superintendent, subject only to the following express limitations. In filling vacancies, teachers on layoff shall be given first consideration. If there are no teachers on layoff qualified to fill the vacancy, then the Board and the Superintendent agree that no teacher or lay person presently employed outside of the Coshocton City Schools will be employed until staff members who are (1) currently employed in the Coshocton City School District; (2) who have applied for the position in a timely manner as required by this Article; and (3) who are deemed by the Superintendent to meet all criteria established under Section I (B) of this Article have been given first consideration. Vacant positions and newly created positions shall be posted during the school calendar year on designated bulletin boards in each building. No bargaining unit position shall be filled until the posting and voluntary transfer provisions of this contract have been followed. Whenever a vacancy arises, or a new position is created, the Superintendent shall promptly post a notice on designated bulletin boards for no less than five (5) days that the Board office is open for business before the position is filled. In the event of an in-term vacancy, the Superintendent may fill the vacancy with a substitute teacher. The position will be posted at the time the in-term vacancy occurs. However, to minimize academic disruption, the position will not be filled until the end of the semester or the end of the school year. Additionally, teachers shall have the opportunity to request transfer of assignment and to receive notices of vacancies on the letter of intent filed in February. During the summer vacation, all job vacancies will be posted on the District website and communicated through email alerts and telephone notifications. Responses in writing to the Superintendent must be received within four (4) days from the website posting. However, between August 1st and the first day of school, it will be unnecessary for the Board to follow posting procedures. For the purposes of this Article, vacancy includes all bargaining unit positions (e.g., supplementals, teaching assignments, etc.). Notice of all vacancies shall be forwarded to the president of the Association on the day of posting.

During school months, these notices may be forwarded through interoffice courier. During the summer vacation, the notices shall be sent first class via the U.S. Postal Service.

- B. In acting on a request for voluntary reassignment and/or transfer, the following criteria apply:
 - 1. Certification/Licensure required by the State of Ohio to include Highly Qualified Teacher (HQT) status as defined in the No Child Left Behind (NCLB) Act.
 - 2. If one or more applicants satisfy the criteria in number 1, consideration shall be given to the applicant with the greatest number of years of service in the school system.

SECTION II: INVOLUNTARY TRANSFER AND/OR REASSIGNMENT

- A. When an involuntary transfer is required because no certified staff member desires reassignment, the Superintendent will identify those staff members who qualify for the involuntary transfer and/or reassignment using the following criteria in all cases:
 - 1. Certification/licensure required by the State of Ohio to include Highly Qualified Teacher (HQT) status as defined in the No Child Left Behind Act (NCLB).
 - 2. If one or more applicants satisfy the criteria in number 1 above, the teacher with the least number of years of service in the school system will be reassigned and/or transferred.
- B. An involuntary transfer or reassignment after August 1st to be effective during the current school year will be made only after a meeting between the teacher involved and the Superintendent and upon the agreement of the teacher. The teacher may at his/her option have a representative of his/her choice present at such meeting. Any reassignment made pursuant to this policy shall be done in the best interest of the school district using the criteria established in Section II: A, 1 and 2.

ARTICLE 6 PROFESSIONAL CONCERNS

SECTION I: TEACHING CONDITIONS

- A. When, in the judgment of a teacher and the principal, or the principal acting alone, a student requires the attention of a counselor, pupil personnel services employee, physician or other specialist, the principal will arrange as soon as possible for a conference among himself/herself, the teacher and the specialist to discuss the problem and to decide upon appropriate steps for its resolution.
- B. All requests for custodial and/or maintenance services shall be made in writing to the Building Principal on work order forms available in each Building Office. Feedback on routing, status, and disposition will be returned to the teacher in a timely fashion. A monthly status report will be posted by the Principal in each building.
- C. Physical force may be used by a teacher to protect himself/ herself or another teacher and/or student from possible injury, or, in an extraordinary case of breach of discipline, to restrain a disruptive pupil, provided the force used is reasonable under the circumstances. Teachers will immediately report all such instances as well as any cases of assault on themselves in connection with their

employment, to their principal or immediate supervisor in writing, if requested, giving in detail the circumstances thereof.

D. Teachers employed under regular contract to perform duties shall be governed by, but not limited to, the following working conditions:

1. All teachers shall have a minimum of two hundred (200) minutes per week pursuant to state minimum standards for instructional planning, evaluation and conference. A joint effort between administrators and teaching staff will be made in each building to schedule the classes of elementary teaching specialists (such as art, music, and physical education) and elementary teaching duties so that each elementary teacher will receive an uninterrupted planning time each day. In addition to the two hundred (200) minutes per week, elementary teachers will have common structured planning time that may be used for such things as grade level meetings, in-service, and professional development.
2. Travel time during the school day shall not be considered lunch or conference time. Members of the teaching staff involved in travel from one building to another during the school day shall be reimbursed at the IRS rate in effect at the start of each contractual year. The Superintendent will review this in August and January. Travel to and from any building at the beginning or end of any school day shall not be considered as traveling teacher expense.

E. Class size shall be as balanced as possible, and information summarizing class sizes shall be provided to the Association President on a monthly basis. The following objectives should be pursued:

1. Adequate instructional material shall be provided for all students including textbooks, consumable supplies, etc.
2. Teachers are to be provided necessary materials to instruct their respective classes and perform their duties of assignment.
3. No class shall exceed the number of desks or training stations available for the number of students assigned at any one time.
4. All classroom enrollments shall be of such size as to allow for meaningful instruction.
5. Assignment of secondary teachers should be so arranged that no one teacher has more than three (3) lesson preparations per day during any one semester.
6. In an emergency, if a teacher has four (4) lesson preparations, the teacher shall not be assigned extra duties.
7. Special classes shall not exceed the number of students as directed by Federal or State regulations. Class size will be as balanced as possible within each special needs class.
8. Class size will be determined for the regular elementary classroom by the following criteria:
 - a. Any students without special needs who are assigned to a teacher for the purpose of instruction, testing and assessment will be counted on the regular classroom teacher's roll.

- b. Any identified disabled student assigned to a class for two of the following subjects: language arts, social studies, science, or math in which the teacher shall be responsible for planning, instructing, assessing, and record keeping for the student will be counted on the regular classroom teacher's roll.
- c. Any special needs student who is assigned to a classroom only for homeroom, lunch, recess, art, music, and/or physical education shall not be counted on the regular classroom teacher's roll.
- d. The Superintendent or designee shall oversee the placement of students by the principals and in consultation with the principals. Teachers shall be informed as soon as possible prior to a student entering the class.
- e. It is the responsibility of the building principal to assign special needs students to specialists (art, music, and physical education teachers) and to duty teachers so that their class sizes or duty periods remain as balanced as possible after the inclusion of the special needs students.

F. All classrooms shall:

- 1. be clean
- 2. be free of outside distractions
- 3. have adequate facilities for the class size

G. Children of non-resident bargaining unit members shall be admitted to the Coshocton Schools tuition free provided space and program are available as determined by the Superintendent, and provided the child has not been a discipline or attendance problem in his/her school district of residence. In addition, if the child has special needs which would require an expenditure of money for that child in excess of the average expenditure per child expended by the Board on a district-wide basis, the employee will be responsible for the amount spent to educate his/her child in excess of the district's average expenditure per child.

Applications must be filed for each child by June 1 prior to the start of the school year of desired attendance. The application must be filed at the Superintendent's office. The Superintendent shall respond by June 30.

SECTION II: TEACHING ENVIRONMENT

- A. All buildings, grounds, materials, and equipment are to be safe, clean, attractive as possible, adequate in quantity and quality, and be in as good operative and/or functional condition as can be provided within the district's financial capacity. The Board further recognizes that purchasing and maintenance programs should be pursued to ensure a good teaching environment.
- B. A Building Safety Committee made up of the Principal, Secretary, Custodian, and Association Building Representative will meet monthly to hear concerns and review progress towards previous issues/concerns of unclean, unsafe, and unhealthy conditions within a building. The committee will recommend an action plan to the Principal regarding possible solutions. A summary of each meeting will be forwarded to the Superintendent.
- C. All requests for custodial and/or maintenance services shall be made in writing to the Building Principal on work order forms available in each Building Office. Feedback on routing, status, and

disposition will be returned to the teacher in a timely fashion. A monthly status report will be posted by the Principal in each building.

- D. All teachers shall turn in a checklist to their building principal by April 1 indicating items that should be purchased, replaced, repaired, or in any way need attention.

The items will be prioritized by the principal and the complete checklist sent to the office of the Superintendent for action. This checklist will provide ample time for the building principals, Superintendent, and Board to attempt to make the necessary improvements before the following school year commences.

- E. There will be provided in each educational center and/or building a room designated as the teachers' lounge.

- F. The Board recognizes the need for storage, work area, and faculty restroom facilities and will make every attempt to provide these.

- G. Each building will be provided with a phone for personal phone calls in a private environment in or near the teachers' lounge.

All teachers shall be provided a private environment to make professional phone calls in all buildings.

All long distance phone calls will be approved by the building principal or his/her designee.

- H. All teachers will, when possible, be provided with adequate parking space on school owned property and adequate parking lot supervision to prevent damage to vehicles driven to school.

ARTICLE 7 **INDIVIDUAL RIGHTS**

The Board agrees that all teachers are entitled to full rights of citizenship regardless of race, creed, sex, place of origin.

The Board agrees that teachers have the right to participate in professional and civic organizations for their personal benefit and interest, as long as it does not interfere with his/her contractual duties.

The Board further agrees that teachers have the right to exercise their constitutional rights or political involvement without fear of reprisal or discipline in any form as long as it does not interfere with his/her contractual duties.

The Board further agrees that the private and personal life of any teacher is not within the appropriate concern or attention of the Board as a condition of employment or renewed employment as long as it does not interfere with his/her teaching duties nor conflict with the statute of the State of Ohio Revised Code, including the required criminal background checks specified in HB 79 and HB 190. The Board further agrees that teachers may wear insignias, pins, or other identification of membership in the Association or other civic or professional organizations on school premises or place insignias on individual members' mailboxes.

The Association agrees that teachers shall abide by Board policies and the negotiated agreement in effect, and as provided in individual teachers' contracts, to the extent that his/her personal safety and the students'

well-being will not be threatened or damaged.

The Association supports the Board's policy of a Drug Free/Alcohol Free Workplace as stated in the Policy Manual and the Administrative Guidelines.

ARTICLE 8

COMPLAINTS AGAINST PERSONNEL

When a complaint is made to the Board or any of its members or school administrators by a party concerning a teacher's conduct or other activities that relate to the teacher's employment duties, the teacher shall be informed of the stated concern by the appropriate administrator. The appropriate administrator and teacher shall attempt to resolve the concern with the complainant. No complaint shall be investigated unless the identity of the complaining party is provided to the teacher, as well as the nature of the complaint.

Should the person still not be satisfied and bring the concern to the Board, after hearing the complaint the Board shall refer the complaint to the Superintendent or appropriate administrator for investigation. The teacher shall be so informed and have the right to provide information concerning the issue to the appropriate administrator with rights of representation and due process. Should the issue come again before the Board, the teacher shall be so informed and have the right to provide the Board information concerning the issue, in executive session and with rights of representation. Any meeting with the Board pursuant to this procedure shall be in executive session. If there are any questions concerning the procedure, the teacher has due process rights under the grievance procedure.

If the Board or a member of the Board is contacted by a person with a complaint, the Board will advise the person to follow the provisions.

However, complaints of suspected child abuse shall be reported as required by Ohio law.

ARTICLE 9

PERSONNEL FILES

The Board agrees to notify all teachers of any records being kept on said teacher. This notification will cover all personnel files, those kept by the principal, Superintendent or Board. Any information being added to said teacher's personnel file will require the notification of said teacher, except for regularly maintained business records and documents. If the teacher disputes the accuracy, relevance, timeliness or completeness of information on him/her maintained in said file, that teacher shall have the right to add rebuttal or request a hearing with the principal and/or Superintendent on any material in his/her file that he/she deems incorrect or incomplete. If the teacher still disputes the information placed in the file, he/she may request a hearing before the Board and/or request that the Board investigate the appropriateness of the material within a reasonable time of receiving the request. The Board will make a reasonable investigation to determine if the disputed information complies with the provision of the law. Any teacher in the Coshocton City Schools and his/her representative shall have free access to their personnel files with the exception of confidential materials sent to the Board by employment bureaus and/or letters of recommendation.

The files will be located in the Board office. The Superintendent or his designee is to be present while the teachers examine their file.

A copy of the Professional Performance Appraisal will be in temporary custody of the principal. At the conclusion of the Professional Performance Appraisal Program, the copy will be forwarded to the Board

office and all copies will be kept from year to year while the teacher is a teacher of the Coshocton City Schools.

Anonymous complaints shall not be placed in the personnel file of the teacher. At the written request of a bargaining unit member, written reprimands, matters of discipline or other negative materials shall be removed from the member's personnel file, three (3) years after being placed in the file, provided that no intervening incidents have occurred regarding such matters.

ARTICLE 10 **DISMISSAL AND REPRIMAND PROCEDURES**

SECTION I: TERMINATION OF CONTRACT

Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code as constituted on January 1, 1996, and not subject to the grievance procedure.

SECTION II: NON-RENEWAL OF LIMITED CONTRACTS

- A. Non-renewal of a limited contract shall be in accordance with the provisions of Section 3319.11 Ohio Revised Code, except that on appeal the issue will be whether the Board followed the evaluation timelines of Article 17 of the contract, not Section 3319.111, ORC.
- B. Non-renewal of three year limited contracts shall be due to a teacher's lack of ability, low degree of professional competency or other good and just cause as determined from formal evaluation by the school administration.
- C. The grievance procedure may be utilized to challenge the non-renewal of 3-year limited contracts on the basis of Section II-B. above, i.e., just cause.

This policy shall not be construed to limit any professional or legal rights of the Board or teacher involved in obtaining due process.

SECTION III: REPRIMAND PROCEDURE

- A. When in the judgment of the Superintendent or an administrator a reprimand is warranted, the reprimand shall be done verbally within five (5) working days of becoming aware of the occurrence. The reprimand should not be in the presence of another person unless the health and safety of person or property is endangered. If a reprimand is to be given, whether verbal or written, the administrator will, prior to the actual reprimand, clearly state words to the effect -- this is a reprimand. If that does not occur, then there is no reprimand.
- B. If the violation is of a serious nature or is repetitive, a written reprimand shall be given within ten (10) days after the verbal reprimand. Prior to writing a reprimand, a hearing shall be held with the teacher and his/her representative. Both parties shall sign that the reprimand has been received. The reprimand shall be placed in the teacher's personnel file. A statement by the teacher may be attached to the reprimand within fifteen (15) working days after the hearing.

ARTICLE 11
REDUCTION IN FORCE

In the event that a reduction of teaching personnel becomes necessary due to a decline in student enrollment, return to duty of regular teachers after leave of absence, suspension of schools, territorial changes, or lack of funds, the reduction will be in keeping with the provisions of this article.

- A. Teachers who leave the system through retirement, resignation, non-renewal for performance reasons or for other causes will not be replaced by new teachers insofar as program needs and good educational practice make it possible to do.

- B. Additional reductions will be achieved in accordance with the suspension of contract procedures set forth in Section 3319.17 Ohio Revised Code. Contracts will be suspended by areas of certification/licensure/HQT as determined by the Board. When this procedure is followed for a reduction in force and contracts are suspended, preference will be given first to teachers who have continuing contracts over those holding limited contracts, and second to teachers with comparable evaluations who have greater *length of continuous service*. Teachers whose contracts are suspended will have the right of restoration of service in the order of *length of continuous service* if and when teaching positions become vacant or are created for which any such teachers are certified.

- C.
 - 1. Notification
A meeting shall be held between the representatives of the Association and representatives of the Board to review reasons necessary for a RIF. A formalized list indicating the positions to be abolished within each area of certification shall be prepared by the administration and provided to the Association at this meeting.

 - 2. Having made the determination that a reduction in force is to be recommended to the Board under this Article, the Superintendent shall inform the Association President of the decision at least fourteen (14) calendar days prior to the Board meeting at which action will be taken on the reduction.

- D.
 - 1. Length of Continuous Service
Bargaining unit members with longer continuous certified/licensed/HQT service, under regular contract, in the Coshocton City School System, will be retained in preference to those with less continuous employment certificated/licensed/HQT to teach in the same field, provided they have comparable evaluations as follows:
 - a. Under House Bill 153, employees shall receive a final summative evaluation rating of “ineffective”, “developing”, “proficient” or “accomplished”.

 - b. There shall be four (4) categories of comparable evaluations (Category 1, Category 2, Category 3 and Category 4) in which employees shall be placed based upon their final summative evaluation rating.
 - 1) In 2012-13, employees will be placed in Category 1, Category 2, Category 3, or Category 4 based on their final summative evaluation rating received for 2012-13.

 - 2) In 2013-14, employees will be placed in Category 1, Category 2, Category 3, or Category 4 based on their best final summative evaluation rating received for 2012-13 or 2013-14.

- 3) Beginning in 2014-15, and thereafter, employees will be placed in Category 1, Category 2, Category 3, or Category 4 based on the final summative evaluation rating they receive for their three (3) most recent evaluations.
 - a) Employees evaluated as “ineffective” for two (2) out of their last three (3) evaluations shall be placed in Category 4.
 - b) Employees evaluated as “developing” for two (2) out of their last three (3) evaluations shall be placed in Category 3.
 - c) Employees evaluated as “proficient” for two (2) out of their last three (3) evaluations shall be placed in Category 2.
 - d) Employees evaluated as “accomplished” for two (2) out of their last three (3) evaluations shall be placed in Category 1.
 - e) Employees who receive a different final evaluation rating in each of their last three (3) evaluations shall be placed in the middle category -- i.e. an employee who received a rating in Categories 3, 1 and 2 respectively in their last three (3) evaluations shall be placed in the category in the middle which is two (2).
 - f) An employee who earns a final “ineffective” rating within the three (3) years cannot be placed higher than Category 2.
 - g) Employees shall then be separated on a *Length of Continuous Service* list as follows:
 1. First by contract status (Continuing vs. Limited).
 2. Next by areas of certification/licensure/HQT.
 3. Next by evaluation Categories 1 through 4.
 4. And finally by dates of hire within the four (4) Categories beginning with the oldest date in descending order to the most recent date of hire.
 - h) Beginning in 2013 and each year thereafter, the District shall provide by September 30th via e-mail to the Coshocton City Education Association President a *length of continuous service* list of all bargaining unit members which shows their contract status, placement in Categories 1 through 4, and their dates of hire. Refer to Article 12 Section 4, Length of Continuous Service List.

2. *Length of Continuous Service* Defined for Comparative Evaluation (as defined in D.1.b.3.g.4 above)

Length of continuous service shall be defined as length of continuous years of certificated/licensed service with the Board in a bargaining unit position from the most recent date of hire.

Date of hire shall be the date the Board votes to employ the teacher.

Full-time employees shall accrue one (1) year of *length of continuous service* for each year worked as determined by the minimal full-time standard as defined by this Contract.

Part-time employees shall accrue *length of continuous service* pro-rated against the minimal full-time standard as defined by this Contract.

No employee shall accrue more than one (1) year of *length of continuous service* in any work year.

3. *Length of continuous service* will not be interrupted nor increased by Board approved leaves of absence.
4. Where two or more teachers have the same employment *length of continuous service*, the following tie-breakers will be utilized:
 - a. The first tie-breaker shall be length of total certificated/licensed/HQT service to the district in a bargaining unit position.
 - b. The second tie-breaker shall be the number of years of full-time service in a bargaining unit position.
 - c. If a tie still exists, the tie shall be broken by a lottery.

E. Restoration

1. All teachers laid off, except those non-renewed for performance reasons, shall be offered re-employment in reverse order of reduction should openings occur for which they have the necessary certification/licensure/HQT to be highly-qualified under the No Child Left Behind Act.
2. Laid off teachers shall remain on the *Length of Continuous Service* list for a period of twenty-six (26) months beginning June 1st of the year of the layoff.
3. Notice of recall shall be by registered mail to the last address given to the Board by the teacher.

The teacher is obligated to keep the district Superintendent advised in writing of a telephone number and mailing address where he/she can be reached.

The teacher must respond within fourteen (14) calendar days of receipt of notification of recall to work.
4. A laid off teacher on the recall list who refuses a full time assignment for which he/she is qualified shall waive all future recall rights.
5. In absence of law to the contrary, teaching field shall refer to certification/licensure/HQT area.
6. The teacher will return to the same contract status.

ARTICLE 12
PERSONNEL

SECTION I: TEACHER CERTIFICATION/LICENSURE

The Superintendent shall not assign a teacher to a position for which the teacher does not hold a valid, current teaching certificate/license/HQT.

SECTION II: ADMISSIONS

Each bargaining unit member and his/her guest shall have free general admission to all regular school-related and sponsored functions held at home.

SECTION III: SUMMER EMPLOYMENT

The Board agrees that first consideration will be given to employing certified/licensed/HQT teachers presently employed and who have past and continuous summer school teaching experience. No teacher or lay person presently employed outside of the Coshocton City Schools will be employed in the summer school programs until open positions are posted and offered to all qualified staff members currently employed in the Coshocton City School District.

SECTION IV: LENGTH OF CONTINUOUS SERVICE LIST

An updated *length of continuous service* list shall be provided to the Association each year. The *length of continuous service* list shall show the names of all members of the bargaining unit separated by continuing and limited contracts, with the date of hire, and placement in OTES evaluation category 1-4. The *length of continuous service* list will be provided to the Association President by September 30 of each school year. Refer to Article 11, Reduction in Force.

ARTICLE 13 **RELEASE TIME**

The Coshocton City Board of Education shall grant release time for the following reasons:

- A. Grievances
The President of the Association and/or the Grievance Chairperson, and the grievant shall be given release time to attend grievance hearings at each step of the grievance procedure. This time shall include travel time to and from buildings. The administration shall establish the date, time and location of the hearings. (Not to include days school is not in session unless by mutual agreement.)
- B. Arbitration and Court Hearings
All professional personnel required to appear at an arbitration or court hearing dealing with school business shall be granted release time for the length of the hearing. If a substitute, beyond those specified in Section A, is employed, the cost shall be paid by the loser.
- C. The President of the Association shall be permitted to transact Association business on school property during his/her lunch, before or after his/her school day, and during his/her planning and conference period. If the President does not have a planning and conference period, the President will negotiate an equivalent time with the Superintendent. Association business will be conducted at such time that does not interfere with the contractual duties of any member.

ARTICLE 14 **ACADEMIC TUITION PLAN**

The Board, recognizing the possible benefits to be derived by the students and the community from teachers furthering their education in their fields of endeavor, hereby agrees to an academic tuition plan with the following stipulations:

- A. Any teacher who is employed by the Board, and is fully qualified by certification/licensure for the

position he/she now holds, may apply.

- B. The post baccalaureate and/or graduate study must be in appropriate and/or related fields of study, and be from an accredited college or university. If there is any question as to whether the course meets these requirements, a ruling by the Superintendent shall be sought.
- C. Applications shall be made prior to taking course work. Forms will be provided by the Board and must be time/date stamped at the Board office. Within five (5) working days of the time/date stamp, the bargaining unit member will be informed in writing whether or not there are sufficient funds available for tuition reimbursement. If the fund is depleted during a school year, applicants who did not receive reimbursements due to fund depletion shall be reimbursed prior to the reimbursement of new applicants subject to fund availability during the life of this contract.
- D. Compensation will be not less than fifty percent (50%) of an individual's tuition cost for the period.
- E. There will be a limit of twelve (12) semester hours completed per reimbursed applicant per contract year (September 1 through August 31) that may be claimed for reimbursement. Course work eligible for reimbursement must be completed during the life of this contract.
- F. The fund for tuition reimbursement shall be \$35,000 (thirty-five thousand dollars) per school year. Any unused funds shall be rolled over and allotted for the succeeding school year until the expiration of this contract.
 - a. Payment will be made upon submission of evidence verifying that the work was successfully completed (C or better and/or Pass if Pass/Fail), and a statement showing the cost of courses taken.
 - b. Satisfactory evidence will consist of the following: grade report or transcript, and a copy of a cancelled check, credit card receipt or receipt from the registrar.
- G. A teacher will not receive reimbursement for courses taken which are being reimbursed by another agency.
- H. Any bargaining unit member receiving reimbursement by the Board for tuition costs must agree to remain employed by the Board, if the Board so desires, for the following year. If the employee does not agree to remain in the Board's employment, or does not in fact remain in the Board's employment after the Board has expressed its desire to have him/her do so, then the employee must reimburse the Board for any and all tuition reimbursements received in the previous year.
- I. The Association shall receive written notice of the remaining tuition reimbursement fund balance by June 30th of each year. During the final year of the Master Agreement, if the tuition reimbursement fund balance reaches \$10,000 (ten thousand dollars) or less, the Association will be notified immediately. In addition, on or near September 1st of each year of this contract, the Board will provide the Association with a listing of bargaining unit members who applied for and received compensation, and this listing will include the number of credit hours for which reimbursement for each member was made.

ARTICLE 15 **SEVERANCE PAY**

Any teacher in the Coshocton City Schools who has ten (10) or more years of service in the Ohio State

Teachers Retirement System may elect, at the time of retirement from active service, to be paid in cash for a portion of his/her accrued unused sick leave credit in accordance with the following:

- A. Teachers who qualify for severance pay but have less than ten (10) years service in the Coshocton City Schools shall be eligible for payment of 25% of their unused sick leave up to a maximum of 128 days (32 days actual pay based upon their per diem rate at the time of retirement.)
- B. Teachers who qualify for severance pay and have ten (10) or more years of service in the Coshocton City Schools shall be eligible for payment of 25% of their unused sick leave up to a maximum of 216 days (54 days actual pay based upon their per diem rate at the time of retirement.)
- C. Such payment shall be based on the teacher's per diem rate of pay based upon the teacher's final base salary exclusive of any remuneration received through a supplemental contract at the time of retirement from active service. A one-time lump payment shall be made by the Treasurer of the Board, 1207 Cambridge Road, Coshocton, Ohio after January 1 of the year following the teacher's effective retirement date and within sixty (60) days of January 1, and after the teacher has been entered on the retirement rolls of either the State Teacher's Retirement System of Ohio, or the School Employees Retirement System of Ohio, and shall be considered to eliminate all sick leave credit accrued by the teacher at that time.
- D. If a member of the bargaining unit dies while an employee of the Board and was eligible to retire and receive severance pay at the time of death, then in that event, the estate of the deceased employee shall receive severance pay in accordance with the provision.
- E. During the life of the contract and at the Board's option, it may implement an Early Retirement Incentive Plan (ERIP) or other incentive plan as provided by Ohio law.

ARTICLE 16 **INSURANCE**

- A. The Board agrees to furnish hospitalization coverage for single and family subscribers and pay the premiums as follows: Bargaining unit members shall pay a 15% fixed employee's share of the total monthly premium.
 - 1. The same hospitalization and major medical coverages as in effect September 1, 2001 except that these shall be combined into a comprehensive Medical (UCR) Plan with a 100/200 individual/family deductible. Co-insurance shall be 90%/10% with a \$2,500 cap. (Maximum annual out-of-pocket cost for employees using this coverage will be \$350 single/\$700 family.) There shall be a \$2,000,000 life maximum per individual. The annual cap for in-patient Nervous/Mental/Substance Abuse shall be 60 days.

A \$200 annual wellness benefit has been added, effective September 01, 2005.
 - 2. Dental – UCR, calendar year maximum in Class I, II, III of \$1,250 per person
 - 3. SELF FUNDED PRESCRIPTION CARD PLAN
(Third Party Administered, TPA)
Effective November 1, 2002, Drug Card Deductibles will no longer be reimbursed through the Hospitalization portion of employee health coverage.
- B. The Board will provide each Certificated/Licensed employee with a twenty-five thousand dollar (\$25,000) term life insurance policy.

- C. There shall be an Insurance Committee to monitor usage and rates, hear insurance problems and concerns of the members, and to disseminate consumer and educational information to employees. The committee shall be made up of five (5) teachers appointed by the Association and five (5) representatives appointed by the Superintendent. The Insurance Consultant will act as an advisor, as needed. The Insurance Committee may recommend changes in the TPA (Third Party Administrator). The committee shall meet quarterly or more often as scheduled by the Superintendent.

The Insurance Committee is empowered to recommend to the bargaining unit members and the Board any appropriate revisions in the Insurance Program. Such recommendations would then be voted on by the Association and the Board before becoming part of the Insurance Program. For this contract (2015-2018), the Insurance Committee, along with input from the CCEA, will make plan design changes that equal a total plan savings of \$150,000 annually. The plan design changes can be selected, as an Insurance Committee, from a list of menu options. Employees will receive an additional wage increase of 2% at the time the plan design changes take effect. This additional increase is not retroactive, and may be earned at any time during this contract (for example, if design changes are created this fall and the implementation goes into effect on January 1, 2016, then employees would receive an additional 2% increase beginning in January 2016).

If the balance of the 024 fund drops below \$1 million, the Insurance Committee must recommend a plan for premium and/or plan design changes to fund the claim deficits within 45 days. It is understood that implementation of the plan may take longer than 45 days. The CCEA president may change appointments to the Insurance Committee (such as negotiating team members or CCEA officers).

- D. For the 2008-2009 fiscal year, the Board shall deposit on a monthly basis back into the Self-Funded Insurance Fund 50% (fifty percent) of interest earned from the investment of the monthly balance of the insurance premiums in order to help reduce insurance costs. For the remainder of this contract (2009-2010, 2010-2011), the Board shall deposit on a monthly basis back into the Self-Funded Insurance Fund 100% of the interest earned from the investment of the monthly balance. The interest basis will be the current monthly StarOhio rate.

- E. Additional Coverage:

- a. Colonoscopy
Routine covered one (1) every five (5) years starting at age fifty (50).
Subject to deductible and co-insurance.
- b. Gardasil Shots
Three (3) shots given within the six (6) month time span. Covered subject to deductible and co-insurance.
- c. Mammograms
Covered at one hundred percent (100%): One (1) between age thirty-five (35) and age forty (40), then one (1) every year if considered high risk. Otherwise, from age forty (40) to age fifty (50) one (1) every other year, and from age fifty (50) and beyond one (1) every year.

ARTICLE 17
TEACHER EVALUATION

A. Evaluation Guidelines

1. Coshocton City Schools' teachers will be evaluated in accordance with the Ohio Revised Code (ORC) 3319.111 using the Ohio Teacher Evaluation System (OTES) model. All teachers will be required to participate in OTES training provided by the district.
2. Teacher observations shall take place when normal, scheduled instruction is generally expected to be taking place. An attempt to arrange a mutually agreed upon make-up date will be scheduled if a previously scheduled observation cannot be accomplished. The final determination of a date will be the responsibility of the evaluator if a mutually agreed upon date cannot be reached.
3. The evaluation procedure is to be used for the improvement of instruction and learning with the teacher and evaluator working collaboratively in support of the teacher to achieve that goal. The teacher's signature/PIN entry will indicate completion of the OTES process and will not necessarily imply agreement.
4. A teacher on the OTES Teacher Improvement Plan who is concerned that a potential ineffective rating could result in a RIF or non-renewal, may request one additional observation by a different evaluator assigned by the Superintendent or designee, when requested before April 1. The requested formal observation will occur prior to May 1. Working together, both evaluators will assign a final summative evaluation rating after the request for an additional observation has been honored.

B. Evaluation Committee

The Association and The Board agree to a joint OTES Evaluation Development Committee, hereinafter "committee", for the purpose of refining policies and procedures for the evaluation of certified employees using OTES.

1. Composition
 - a. The committee shall be comprised of up to six (6) members appointed by the Association president and up to six (6) members appointed by the Board or its designee. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
 - b. Committee members shall serve staggered terms of not more than three (3) years, and may be reappointed at the end of their term.
 - c. Committee members should be representative of elementary, secondary and specialty areas within the district.
2. Operational Procedures
 - a. The committee shall select a chairperson from its members.

- b. Members of the committee will receive training as needed in the OTES model.
- c. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.
- d. The chairperson will develop the committee agendas with input from committee members.
- e. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.
- f. At each committee meeting, the group will select an individual to act as the official recorder of the minutes for that meeting.
- g. Members of the committee may receive release time for committee work and training with the approval of the Superintendent.
- h. Minutes of meetings will be distributed to committee members, Association President and District Superintendent within five (5) work days following meetings of the Committee.
- i. The Committee may establish sub-committees to assist with their work.
- j. The Superintendent, or his designee, and the Association President/designee will jointly appoint sub-committees.
- k. The committee may recommend contracting consultant(s) (examples are but not limited to Educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate. Such recommendations must be authorized by the Superintendent before proceeding, and the cost, if any, shall be the responsibility of the Board.
- l. The Committee shall recommend OTES evaluation policies and procedures to the Board and the Association. This recommendation shall follow requirements for OTES, ORC, TIF, and RttT.

3. Committee Authority

- a. The Evaluation Committee is responsible for joint development of the policies and procedures for OTES teacher evaluation.

ARTICLE 18

REQUISITION OF SUPPLIES

All teachers will requisition materials/supplies through the approved processes. If approved by the Board, teachers will be permitted to purchase supplies from local merchants in the amount of the requisition approved. Requisition of materials and supplies will be uniform throughout the system. If a requisition is denied, the proper administrative official will state in writing that the requisition is denied within fifteen (15) days to the teacher involved.

ARTICLE 19
COMMITTEES

The Board and the Association agree that teachers should participate in reviewing and amending current educational problems and make recommendations thereon. However, membership on all committees is voluntary. No teacher will be required to serve on committees.

ARTICLE 20
ACADEMIC FREEDOM

Teachers shall be guaranteed academic freedom. Such freedom shall be exercised within the bounds of general standards of professional responsibility according to Code of Ethics as prescribed and adopted by the N.E.A. and shall not prohibit consultation and direction by Board representatives.

CODE OF ETHICS OF THE EDUCATION PROFESSION
Adopted by the NEA Representative Assembly, July 1975

PREAMBLE

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents and the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct. The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive, and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

PRINCIPLE I:
COMMITMENT TO THE STUDENT

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the students' progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.

5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation unfairly:
 - a. Exclude any student from participation in any program;
 - b. Deny benefits to any students;
 - c. Grant any advantage to any student.
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

**PRINCIPLE II:
COMMITMENT TO THE PROFESSION**

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator -

1. Shall not, in an application for a professional position, deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist entry into the profession of a person known to be unqualified in respect to character, education or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the unauthorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

ARTICLE 21
NON-TEACHING DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

Every effort will be made by the Board within financial constraints to eliminate or reduce the following duties:

- A. Non-professional assignments, including but not limited to milk distribution and supervision of playgrounds, cafeterias, corridors, sidewalks, buses, study halls, and restroom duties.
- B. Collecting money from students.
- C. The above duties will be rotated among bargaining unit members in the building.

ARTICLE 22
AFTER SCHOOL MEETINGS

Teachers shall be required to attend the following meetings beyond the 7 hour and 20 minute day:

- A. Periodic staff in-service meetings may be called by the Superintendent during the school year.
- B. A total of nine building meetings involving the entire staff may be called by the principal during any school year. Additional meetings may be called with voluntary attendance.
- C. Teachers shall be required to attend the first parent-teacher organization meeting and "Open House", which shall be held on the same day, except as excused by the principal. Attendance at other parent teacher organization meetings is encouraged.
- D. No building meeting shall extend more than one hour in length. (Committees are excluded.)

ARTICLE 23
INSERVICE

As part of the 182 1/2 days, one "inservice" day is to be planned by the Association inservice committee working with representatives from the Administration. The Superintendent must give prior approval to the program. Expenses for consultants for this day shall be at the expense of the Board. The Association shall provide coffee and rolls for the teachers.

ARTICLE 24
LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

PURPOSE

The purpose of the Local Professional Development Committee (LPDC) is to oversee and review professional development plans for credential renewal.

MISSION

The mission of the LPDC shall be to set policy and review professional development goals for certification and license renewal for the Coshocton City School educators.

Professional development plays a critical role in enhancing and vitalizing education in the Coshocton City School District. Professional development shall focus on experiences which expand and enrich the classroom, building, and district. These experiences shall be directly related to emerging student performances.

A. Purpose

The purpose of this committee is to review the coursework and other professional activities proposed and completed by educators within the district to determine if the requirements for renewal of certificates or licenses have been met.

B. Committee Composition and Selection

1. The committee will be comprised of five (5) members as follows: two (2) teachers from grades K-6, two (2) teachers from grades 7-12, and one (1) administrator.
2. The committee will have two alternates as follows: one (1) teacher and one (1) administrator.
3. The teacher members and alternates will be appointed by the CCEA President. Staff will be notified of these positions as they become available through CCEA minutes. The Administrative members and alternates will be selected through procedures developed by the Superintendent.
4. In the event of an in-term vacancy, the committee member or alternate will be replaced in accordance with B.3. of this Article.
5. All CCLPDC members and alternates will be designated by June 30 and will begin their term on July 1 of the appropriate year.

C. Term of Office for Committee Members

1. The term of office for members serving on the committee will be three years.
2. A term will end on June 30 of the appropriate year.

D. Term of Office for Alternates

1. The term of office for alternate members will be three years.
2. A term will end on June 30 of the appropriate year.

E. Financial Compensation and Reimbursement

1. CCLPDC members shall be paid one thousand dollars (\$1,000) for the first fifty (50) hours of work outside their regular contracted time. Additional hours will be paid at a rate of twenty dollars (\$20) per hour. All compensation will include appropriate retirement benefits.
2. The said stipend in E.1. of this Article will be paid at the completion of each year in a separate check no later than June 30 of the same year.
3. The alternate will receive a stipend of twenty dollars (\$20) per hour for work outside of their regular contracted time.
4. Any CCLPDC member who does not complete his/her term will be paid twenty dollars

(\$20) per hour for work outside their regular contracted time.

F. Chairperson

The committee chairperson will be determined by a majority vote of the committee members during the first meeting after July 1 each year. The chairperson shall receive an additional stipend of \$200.00.

G. Decision-Making

Decisions will be made by a majority vote of the committee members present.

H. Meetings

The committee will hold regularly scheduled monthly meetings from September through May. An organizational meeting will be held each year in July or August. Before September 10 each year, the committee shall establish and publish their meetings schedule. The committee may meet more

frequently as deemed necessary to complete their work. The chairperson will appoint a recorder to keep minutes of the meetings.

I. Responsibilities

1. As indicated in statute and in standards, CCLPDC is responsible for reviewing and approving Individual Professional Development Plans and the associated coursework and other professional development activities that educators wish to utilize for the purpose of certificate or license renewal.
2. Verification of full time teacher experience remains the responsibility of the Superintendent. The authorized signature of the Superintendent, or official designee, on the renewal application form verifies that the employment information given by the educator on the application is true and correct.
3. Upon determination that all requirements for renewal have been met, the application form signed by the Superintendent (if required), the verification worksheet signed by the CCLPDC, and the proper fee paid by the applicant should be forwarded by the applicant to the Ohio Department of Education for issuance of the certificate or license.
4. Applicants will be notified of the CCLPDC's decision by April 30.
5. The Intent to Appeal Form must be on file with the CCLPDC within thirty (30) days of the CCLPDC's decision.

J. Grandfather Clause

1. The committee will not deny credit for any coursework (semester or quarter hours), CEU's, or time-in-service accumulated which satisfies the requirements under the 1987 standards for certificate renewals or upgrades.
2. CEU's completed prior to July 1, 1998, are Ohio Department of Education approved.
3. Professional development activities after July 1, 1998, must meet the requirements of the CCLPDC.

K. Appeals Procedure

1. Reconsideration

After filing an Intent to Appeal Form, the educator will meet with the CCLPDC in person

to discuss the IPDP.

2. Appeals Committee

If the CCLPDC and educator cannot come to an agreement, the decision will be reviewed by the Appeals Committee.

3. The decision of the Appeals Committee will be final.

L. Appeals Committee

1. The committee will be comprised of five members as follows:

- a. three teachers
- b. one district administrator
- c. one licensed educator selected by the appealing educator

2. The teacher members and district administrator members will be selected in accordance with B.3. of this Article.

3. In the event of a conflict of interest, the committee member will be replaced during the appeal of that decision in accordance with B.3. of this Article.

4. Appeals Committee Members will receive a twenty dollar (\$20) stipend per decision reviewed. The stipend will be paid in a separate check no later than September 1.

5. All Appeals Committee members will be designated by June 30 and will be available to rule on an appealed decision beginning July 1 of the appropriate year. Members for the CCLPDC will serve a one-year term ending on June 30.

6. The Appeals Committee will elect a chairperson who will designate a recorder.

M. Conflict of Interest/Change of Status

1. CCLPDC and Appeals Committee members may not participate as a decision-maker for items presented by themselves or an immediate family member.

2. No current CCLPDC member can be on the Appeals Committee. If an alternate was involved in the decision under appeal, he/she may not be a member of the Appeals Committee during the appeal of that decision.

3. Any CCLPDC teacher member or teacher alternate who accepts an administrative position will immediately vacate his/her seat on the committee as a teacher member.

4. Any CCLPDC administrative member or administrative alternate who accepts a teacher position will immediately vacate his/her seat on the committee as an administrative member.

5. Any CCLPDC member or alternate who leaves the employment of the district will vacate his/her seat on the committee no later than his/her last working day.

N. Maintenance of Records

The chairperson will be responsible for the maintenance of the records.

O. Equipment and Facilities

The Board of Education will provide supplies, materials, equipment and facilities to carry out the

work of the CCLPDC.

P. Amendments

These by-laws may be amended, modified, or supplemented in any respect not prohibited by law under the following procedures: The amendment, modification, or supplement shall be approved by 2/3 vote of the CCEA Executive Committee and the Superintendent. Any amendment, modification, or supplement shall thereupon become binding upon all members. The Board of Education would then be given a copy of said amendment within thirty (30) days following adoption.

Q. Removal of CCLPDC Members

Any CCLPDC member who is deemed not fulfilling his or her professional responsibilities by the other four (4) CCLPDC members will be removed from the committee.

R. Reciprocity

The CCLPDC will accept the IPDP of educators hired by the Coshocton City Schools.

ARTICLE 25
CONTRACTS

The Board shall provide each teacher individually written contracts in keeping with the provisions of the Ohio Revised Code and Board adopted policies. The provisions of such written contracts shall be enumerated in the sub-section of the policy.

A. Any agreement to act as supervisor for extra-curricular activities, for which additional compensation is to be paid, shall be by supplemental contract.

B. Any teacher presently under contract will have the same teaching assignment for the following year unless notified in writing prior to August 10 of a change in assignment.

Persons involved in any changes in assignment will be consulted before changes are made on his/her contract.

C. In consideration of the services rendered by the teacher, the Board agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the school district, according to degree and years experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule.

D. Teachers shall be employed pursuant to a school calendar requiring a total of not more than 182 1/2 days. Teachers new to the district may be required to attend a two (2) day, or its equivalent time, inservice orientation. Days missed due to calamity circumstances shall be made up in accordance to options agreed upon between the Board and Association.

E. In performing his/her professional duties, the teacher agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board.

F. Each teacher before signing a contract shall have been notified as required by Section 3307.21 of the Revised Code as to his/her duties and obligations pertaining to the State Teachers Retirement System as a condition of his/her employment.

G. The President and Treasurer of the Board, by affixing their signatures to a contract, represent that all

necessary implementing resolutions have been adopted by the Board and that a copy of the Board's existing rules and regulations affecting the performance of professional duties have been made available to the teacher.

- H. Teachers who have obtained continuing contract status in other Ohio school districts prior to their employment at Coshocton will be offered either a one (1) or two (2) year contract upon employment by Coshocton. Upon successful completion of two years of teaching in the district and if re-employed by the Board said teacher shall receive a continuing contract.
- I. Teachers who have not obtained tenure in another Ohio school district will be offered a one (1) year probationary contract upon initial employment. Upon completion of this contract the teacher will be eligible for another one (1) year probational contract. After the successful completion of the second one (1) year probationary contract, the teacher will be eligible for a two (2) year limited contract. Following the successful completion of the first two (2) year limited contract, subsequent contracts shall be three (3) year limited contracts until such time as a teacher may qualify for tenure. If, at any time, it is determined through the regular evaluation procedures that a teacher's performance of his/her professional responsibilities has deteriorated below acceptable levels, that teacher may be awarded a one (1) year probationary contract with recommendations for improvement. Satisfactory improvement as determined by the regular evaluation procedure shall be cause to return the teacher to the regular three (3) year limited contract.
- J. All teachers hired may be granted ten (10) years experience on the salary schedule which is in effect at the time their contract begins pursuant to the Ohio Revised Code. The Board and the Superintendent may grant additional years of experience as deemed necessary. Years of experience credit will be granted for the following: Private school teaching experience in chartered schools; L.D. tutoring; out-of-state experience in accredited schools; foreign teaching experience in accredited military schools or as an exchange teacher. Public and private college or university experience may be granted by the Board and administration.

A year of experience shall be defined as one hundred twenty (120) days or its equivalent as defined in the Ohio Revised Code.
- K. Prior to official Board action, the building principal will inform the teacher of his/her recommendations as to length of contracts.

ARTICLE 26

SALARY

SECTION I

The salary schedule shall contain the following divisions: Non-degree, ND; Baccalaureate, BA; Baccalaureate plus fifteen (15) hours, BA + 15; Masters, MA; Masters plus fifteen (15) graduate hours, MA + 15; Masters plus thirty (30) graduate hours, MA + 30; and the Masters plus forty-five (45) graduate hours, MA + 45.

Three (3) quarter hours of college credit shall equal two (2) semester hours of college credit. Experience steps shall begin with 0 and move on consecutively through 13, then step 18, then step 27.

Salary payments shall be made in twenty--four (24), more or less, equal payments. Payday shall be on the 15th and 30th of the month beginning in October of 2015. If a payday occurs on a weekend or holiday, the payday will be the preceding business day. The first pay of each school year will occur on September 15th.

The Treasurer will adjust a teacher's salary for the year, due to additional college training, (including graduate credits earned towards National Board Certification through American Council on Education), if verified by official transcript by September 15 and/or January 15. For paydays during which school is not in session on Friday, the payment will be provided the Thursday prior. If school is cancelled on a Friday payday due to emergency conditions, the checks will be available at the office of the Treasurer from 10:00 a.m. to 2:00 p.m. unless otherwise announced.

The school year will be 182 ½ days and the Teacher's work day will be 7 hours and 20 minutes.

SECTION II: PAYROLL DEDUCTIONS

The Coshocton City Board of Education agrees to furnish the following deductions for individual teachers:

1. Professional Organizations as listed on O.E.A. Membership Form (deducted in twenty (20) more or less equal deductions)
2. Tax Sheltered Annuities
3. Washington National Insurance
4. American Family Life Assurance Co.
5. United Way
6. United States Savings Bonds, deductions of total amount or multiples of \$9.375 must be taken (alternate \$9.38 and \$9.37)
7. Political Contributions
8. Coshocton Federal Credit Union
9. Paycheck Direct Deposits
10. Kid's America and other fitness club memberships
11. CCEA Scholarship Fund

Individual requests and the completed authorization forms must be filed with the Treasurer before September 15th of each year; all deductions listed above will be deducted in equal increments.

SECTION III: EXTENDED SERVICE

Extended Service will be calculated by dividing the number of days in the contracts into the regular base salary and multiplying by the number of days of extended service. Extended service will be governed by the regulations of the State Department of Education and the Board in the following positions:

- | | | |
|-----|--------------------------------------|--------------|
| 1. | H.S. Family Consumer Science | 10 days |
| 2. | H.S. School Counselor | 20 days |
| 3. | H.S. Instrumental Music | 20 days |
| 4. | H.S. Librarian | 10 days |
| 5. | H.S. Industrial Technology | 5 days |
| 6. | Elementary Librarian | 10 days |
| 7. | Instructional Technology Coordinator | 10 – 20 days |
| 8. | Elementary School Counselor | 5 days |
| 9. | Athletic Director | 10 days |
| 10. | Career-Based Intervention | 15 days |

As the above regular positions become open, extended service contracts will be determined by the Ohio Revised Code and the Board.

SECTION IV: CERTIFICATED/LICENSED STAFF INDEX

Step	BA	BA15	MA	MA15	MA30	MA45	Non-Degree
0	1.0000	1.0405	1.0826	1.1265	1.1721	1.2196	0.9611
1	1.0405	1.0826	1.1265	1.1721	1.2196	1.2690	1.0000
2	1.0826	1.1265	1.1721	1.2196	1.2690	1.3204	1.0405
3	1.1265	1.1721	1.2196	1.2690	1.3204	1.3738	1.0826
4	1.1721	1.2196	1.2690	1.3204	1.3738	1.4295	1.1265
5	1.2196	1.2690	1.3204	1.3738	1.4295	1.4874	1.1721
6	1.2690	1.3204	1.3738	1.4295	1.4874	1.5476	1.2196
7	1.3204	1.3738	1.4295	1.4874	1.5476	1.6103	1.2690
8	1.3738	1.4295	1.4874	1.5476	1.6103	1.6755	1.3204
9	1.4295	1.4874	1.5476	1.6103	1.6755	1.7434	1.3738
10	1.4874	1.5476	1.6103	1.6755	1.7434	1.8140	
11	1.5476	1.6103	1.6755	1.7434	1.8140	1.8874	
12	1.6103	1.6755	1.7434	1.8140	1.8874	1.9639	
13	1.6755	1.7434	1.8140	1.8874	1.9639	2.0434	
14	1.6755	1.7434	1.8140	1.8874	1.9639	2.0434	
15	1.6755	1.7434	1.8140	1.8874	1.9639	2.0434	
16	1.6755	1.7434	1.8140	1.8874	1.9639	2.0434	
17	1.6755	1.7434	1.8140	1.8874	1.9639	2.0434	
18	1.7434	1.8140	1.8874	1.9639	2.0434	2.1262	
19	1.7434	1.8140	1.8874	1.9639	2.0434	2.1262	
20	1.7434	1.8140	1.8874	1.9639	2.0434	2.1262	
21	1.7434	1.8140	1.8874	1.9639	2.0434	2.1262	
22	1.7434	1.8140	1.8874	1.9639	2.0434	2.1262	
23	1.7434	1.8140	1.8874	1.9639	2.0434	2.1262	
24	1.7434	1.8140	1.8874	1.9639	2.0434	2.1262	
25	1.7434	1.8140	1.8874	1.9639	2.0434	2.1262	
26	1.7434	1.8140	1.8874	1.9639	2.0434	2.1262	
27	1.8140	1.8874	1.9639	2.0434	2.1262	2.2123	
28	1.8140	1.8874	1.9639	2.0434	2.1262	2.2123	
29	1.8140	1.8874	1.9639	2.0434	2.1262	2.2123	
30	1.8140	1.8874	1.9639	2.0434	2.1262	2.2123	
31	1.8140	1.8874	1.9639	2.0434	2.1262	2.2123	
32	1.8140	1.8874	1.9639	2.0434	2.1262	2.2123	
33	1.8140	1.8874	1.9639	2.0434	2.1262	2.2123	
34	1.8140	1.8874	1.9639	2.0434	2.1262	2.2123	
35	1.8140	1.8874	1.9639	2.0434	2.1262	2.2123	

ARTICLE 26
SALARY

SECTION V: CERTIFICATED/LICENSED STAFF SALARY

Salary will be increased by one percent (1%) on the current base for the 2015-2016 school year, by one percent (1%) on the base for the 2016-2017 school year, and by one percent (1%) on the base for the 2017-2018 school year. An additional two percent (2%) increase, with no retroactivity, will become effective with the implementation of plan design changes that equal a total plan savings of \$150,000 annually.

STEPS	BA	BA15	MA	MA15	MA30	MA45	Non-Degree
0	\$ 31,830	\$ 33,119	\$ 34,459	\$ 35,856	\$ 37,308	\$ 38,820	\$ 30,592
1	\$ 33,119	\$ 34,459	\$ 35,856	\$ 37,308	\$ 38,820	\$ 40,392	\$ 31,830
2	\$ 34,459	\$ 35,856	\$ 37,308	\$ 38,820	\$ 40,392	\$ 42,028	\$ 33,119
3	\$ 35,856	\$ 37,308	\$ 38,820	\$ 40,392	\$ 42,028	\$ 43,728	\$ 34,459
4	\$ 37,308	\$ 38,820	\$ 40,392	\$ 42,028	\$ 43,728	\$ 45,501	\$ 35,856
5	\$ 38,820	\$ 40,392	\$ 42,028	\$ 43,728	\$ 45,501	\$ 47,344	\$ 37,308
6	\$ 40,392	\$ 42,028	\$ 43,728	\$ 45,501	\$ 47,344	\$ 49,260	\$ 38,820
7	\$ 42,028	\$ 43,728	\$ 45,501	\$ 47,344	\$ 49,260	\$ 51,256	\$ 40,392
8	\$ 43,728	\$ 45,501	\$ 47,344	\$ 49,260	\$ 51,256	\$ 53,331	\$ 42,028
9	\$ 45,501	\$ 47,344	\$ 49,260	\$ 51,256	\$ 53,331	\$ 55,492	\$ 43,728
10	\$ 47,344	\$ 49,260	\$ 51,256	\$ 53,331	\$ 55,492	\$ 57,740	
11	\$ 49,260	\$ 51,256	\$ 53,331	\$ 55,492	\$ 57,740	\$ 60,076	
12	\$ 51,256	\$ 53,331	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	
13	\$ 53,331	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	
14	\$ 53,331	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	
15	\$ 53,331	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	
16	\$ 53,331	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	
17	\$ 53,331	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	
18	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	
19	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	
20	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	
21	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	
22	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	
23	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	
24	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	
25	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	
26	\$ 55,492	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	
27	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
28	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
29	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
30	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
31	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
32	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
33	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
34	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
35	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
36	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
37	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
38	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
39	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	
40	\$ 57,740	\$ 60,076	\$ 62,511	\$ 65,041	\$ 67,677	\$ 70,418	

SECTION VI: STRS PICK UP (WITH REDUCTION)

The Board of Education of the Coshocton City School District herewith agrees with the Coshocton City Education Association to pick-up (assume and pay) contributions to the State Teachers Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be ten percent (10%) of the employee's compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up by the Board.
2. The pick-up percentage shall apply uniformly to all members of the bargaining unit, including rehired retirees.
3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.
4. The pick-up shall become effective August 1, 1985 and shall apply to all compensation including supplemental earnings thereafter.

SECTION VII: TUTORS

Tutors shall be compensated at the rate of twenty dollars (\$20.00) per hour. If a Tutor works the equivalent of one-half (1/2) time or more, he/she shall be entitled to proportionate insurance benefits. Tutors shall be employed under one (1) year limited contracts and shall receive notice of employment for the following school year prior to the end of the current school year. Tutors will be compensated for no shows if time is spent in approved contact with students (i.e. proficiency intervention). In addition to the specified contact time, Tutors will be compensated for 1 (one) hour of planning time per week worked.

SECTION VIII: BACKGROUND CHECK FEE REIMBURSEMENTS

Beginning January 1, 2008, the Board of Education shall reimburse bargaining unit members for one hundred percent (100%) of the actual costs, not to exceed the lowest local available rate of the state and federal background checks required by the Ohio Revised Code, for licensure renewal. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background checks.

ARTICLE 27 **SUPPLEMENTAL SALARY SCHEDULE**

All supplementals and personal service contracts issued by the Board of Education for service to the school district shall be governed by the procedures set forth in Articles 5 and 26 of the Master Agreement.

All supplementals will be in compliance with Title IX and the Equal Pay Act of 1964 as amended in 1972. Supplemental contracts shall be issued to each teacher so designated.

All extra duty supplemental salaries will be increased by the same percentage as the base salary as it is increased, except those duties as listed below:

Building Level SYSOP

Level 1 \$1000

Level 2 \$2000

Level 3 \$3000

District needs for this position will be reviewed annually prior to supplemental postings. The Superintendent/Designee will approve pay levels recommended by the District Technology Coordinator and building principals. Pay levels will be based on building needs, skill of the sysop, and in accordance with job descriptions.

Class Covering

The Board agrees to compensate teachers (when requested by the building principal or Superintendent's representative) for the additional duties of supervising study halls or classes or other assigned duties, for other certificated/licensed personnel at the rate of \$13.20 per class period when such assignment takes the teacher's planning period.

Detention

The detention supervisor will be paid \$25.00 per detention period.

Drivers Education

Driving \$120.00 per student

Classroom Instruction \$25.00 per hour

Friday And Saturday School

The High School Friday/Saturday School supervisor shall be paid \$25.00 per hour.

The Elementary Friday/Saturday School supervisor shall be paid \$25.00 per hour.

Home, Summer School and Other Instruction

Home instructors shall be paid \$25.00 per hour.

Summer school instructors shall be paid \$30.00 per hour.

Pay for Apex or other online or credit-type courses shall be determined on an as-needed basis per the Superintendent's approval.

After School Intervention Programs shall be paid at \$25.00 per hour.

Section 9/1/15		1st Year	2nd Year	3rd Year	
I. GENERAL	AFTER SCHOOL INTERVENTION COORDINATOR HIGH SCHOOL	\$1,698	\$1,973	\$2,287	
	AFTER SCHOOL INTERVENTION COORDINATOR JUNIOR HIGH	\$1,031	\$1,184	\$1,326	
	AFTER SCHOOL INTERVENTION COORDINATOR ELEMENTARY	\$1,031	\$1,184	\$1,326	
	CLASS ADVISOR-SENIOR	\$1,740	\$1,973	\$2,287	
	CLASS ADVISOR-JUNIOR	\$1,740	\$1,973	\$2,287	
	CLASS ADVISOR-SOPHOMORE	\$295	\$443	\$588	
	CLASS ADVISOR-FRESHMAN	\$295	\$443	\$588	
	QUIZ TEAM	\$1,913	\$2,062	\$2,213	
	RAP	\$658	\$731	\$804	
	SAFETY PATROL ADVISOR	\$740	\$875	\$1,010	
	PROM PROMISE	\$443	\$588	\$734	
	MEDIA RELATIONS (one position per building)	\$443	\$588	\$734	
	II. CLUBS	ART CLUB ADVISOR	\$443	\$588	\$734
		CHESS CLUB	\$443	\$588	\$734
ERNIE'S CLUB (AKA SADD)		\$443	\$588	\$734	
FCCLA. ADVISOR		\$443	\$588	\$734	
GERMAN CLUB ADVISOR		\$443	\$588	\$734	
INDUSTRIAL ARTS CLUB ADVISOR		\$443	\$588	\$734	
INTERACT CLUB		\$443	\$588	\$734	
SKI CLUB ADVISOR		\$443	\$588	\$734	
SPANISH CLUB ADVISOR		\$443	\$588	\$734	

	KEY CLUB ADVISOR	\$885	\$1,031	\$1,184
	VARSITY C' ADVISOR	\$885	\$1,031	\$1,184
MUSIC/THEATER	BAND DIRECTOR	\$3,786	\$4,078	\$4,375
	ASST. BAND DIRECTOR	\$1,925	\$2,072	\$2,225
	COLOR GUARD COORDINATOR	\$1,925	\$2,072	\$2,225
	PERCUSSION DIRECTOR	\$1,925	\$2,072	\$2,225
	ELEMENTARY BAND	\$885	\$1,031	\$1,184
	ELEMENTARY CHOIR	\$885	\$1,031	\$1,184
	CHOIR DIRECTOR	\$3,786	\$4,078	\$4,375
	CONTESTS MUSIC 7TH & 8TH	\$125	\$125	\$125
	THEATER DIRECTOR [EACH PRODUCTION AS AUTHORIZED]	\$1,184	\$1,367	\$1,768
NHS	NATIONAL HONOR SOCIETY ADVISOR	\$443	\$588	\$734
	JUNIOR HIGH NATIONAL HONOR SOCIETY ADVISOR	\$443	\$588	\$734
SCIENCE FAIR	SCIENCE OLYMPIAD [7-12]	\$1,031	\$1,184	\$1,326
	SCIENCE FAIR ADVISOR [ELEM]	\$443	\$588	\$734
STUDENT COUNCIL	STUDENT COUNCIL ADVISOR [9TH-12TH]	\$1,698	\$1,973	\$2,287
	STUDENT COUNCIL ADVISOR [7TH-8TH]	\$1,031	\$1,184	\$1,326
	STUDENT COUNCIL ADVISOR {ELEMENTARY}	\$1,031	\$1,184	\$1,326
PUBLICATIONS	RED AND BLACK NEWSPAPER ADVISOR	\$1,031	\$1,184	\$1,326
	JUNIOR HIGH NEWSPAPER ADVISOR	\$443	\$588	\$734
	ELEMENTARY NEWSPAPER ADVISOR	\$443	\$588	\$734
	TOMAHAWK YEARBOOK ADVISOR	\$2,648	\$2,947	\$3,242
	YEARBOOK ADVISOR [7TH-8TH]	\$1,201	\$1,378	\$1,545

	YEARBOOK ADVISOR {ELEMENTARY}	\$1,201	\$1,378	\$1,545
III.	TEACHER LEADERSHIP			
	SPECIAL EDUCATION CES	\$1,201	\$1,378	\$1,545
	SPECIAL EDUCATION CHS	\$1,201	\$1,378	\$1,545
	ENGLISH LANGUAGE ARTS	\$1,201	\$1,378	\$1,545
	MATHEMATICS	\$1,201	\$1,378	\$1,545
	UNIFIED ARTS CES	\$1,201	\$1,378	\$1,545
	UNIFIED ARTS CHS	\$1,201	\$1,378	\$1,545
	SCIENCE	\$1,201	\$1,378	\$1,545
	SOCIAL STUDIES	\$1,201	\$1,378	\$1,545
	GRADE LEVEL LEADERS (K-12)	\$1,201	\$1,378	\$1,545

IV. ATHLETICS

All years of experience earned coaching within a sport will count toward placement in the salary columns except for coaches moving to a head varsity coaching position. They will start at Year 1.

In the event there are not enough athletes to participate in a sport for a given season, the supplemental salary will not be paid.

		1st Year	2nd Year	3rd Year
	ATHLETIC DIRECTOR	\$6,184	\$6,481	\$6,792
BASKETBALL	HEAD VARSITY BOYS BASKETBALL	\$5,599	\$5,892	\$6,183
	ASSISTANT VARSITY BOYS BASKETBALL	\$2,647	\$2,947	\$3,242
	RESERVE BOYS BASKETBALL	\$2,647	\$2,947	\$3,242
	9th GRADE BOYS BASKETBALL	\$2,647	\$2,947	\$3,242
	8th GRADE BOYS BASKETBALL	\$2,062	\$2,356	\$2,647
	7th GRADE BOYS BASKETBALL	\$2,062	\$2,356	\$2,647
	HEAD VARSITY GIRLS BASKETBALL	\$5,599	\$5,892	\$6,183
	ASSISTANT VARSITY GIRLS BASKETBALL	\$2,647	\$2,947	\$3,242

	RESERVE GIRLS BASKETBALL	\$2,647	\$2,947	\$3,242
	9th GRADE GIRLS BASKETBALL	\$2,062	\$2,356	\$2,647
	8th GRADE GIRLS BASKETBALL	\$2,062	\$2,356	\$2,647
	7th GRADE GIRLS BASKETBALL	\$2,062	\$2,356	\$2,647
BASEBALL	HEAD VARSITY BASEBALL	\$2,647	\$2,947	\$3,242
	ASSISTANT VARSITY BASEBALL	\$2,062	\$2,356	\$2,647
	RESERVE BOYS BASEBALL	\$2,062	\$2,356	\$2,647
	ASSISTANT RESERVE BOYS BASEBALL	\$776	\$970	\$1,210
CHEERLEADING	HEAD VARSITY CHEERLEADER ADVISOR	\$2,570	\$2,861	\$3,145
	ASSISTANT VARSITY CHEERLEADER ADVISOR	\$1,184	\$1,475	\$1,768
	CHEERLEADER ADVISOR [7TH-8TH]	\$776	\$970	\$1,210
FOOTBALL	HEAD VARSITY FOOTBALL	\$5,599	\$5,892	\$6,183
	ASST. VARSITY FOOTBALL [4 POSITIONS]	\$2,647	\$2,947	\$3,242
	9TH GRADE FOOTBALL [2 POSITIONS]	\$2,062	\$2,356	\$2,647
	8TH GRADE FOOTBALL [2 POSITIONS]	\$2,062	\$2,356	\$2,647
	7TH GRADE FOOTBALL [2 POSITIONS]	\$2,062	\$2,356	\$2,647
GOLF	HEAD VARSITY GOLF	\$2,062	\$2,356	\$2,647
INTRAMURALS	INTRAMURALS	\$1,184	\$1,475	\$1,768
SOCCER	HEAD VARSITY BOYS/GIRLS SOCCER	\$2,647	\$2,947	\$3,242
	ASSISTANT VARSITY BOYS/GIRLS SOCCER	\$2,062	\$2,356	\$2,647
SOFTBALL	HEAD VARSITY SOFTBALL	\$2,647	\$2,947	\$3,242
	ASSISTANT VARSITY SOFTBALL	\$2,062	\$2,356	\$2,647
	RESERVE VARSITY SOFTBALL	\$2,062	\$2,356	\$2,647
	ASSISTANT RESERVE SOFTBALL	\$776	\$970	\$1,210

SWIMMING	HEAD VARSITY SWIMMING	\$2,647	\$2,947	\$3,242
	ASSISTANT VARSITY SWIMMING	\$1,957	\$2,233	\$2,512
TENNIS	HEAD VARSITY BOYS TENNIS	\$2,062	\$2,356	\$2,647
TRACK	HEAD VARSITY BOYS TRACK	\$2,647	\$2,947	\$3,242
	ASSISTANT VARSITY BOYS TRACK	\$2,062	\$2,356	\$2,647
	7TH & 8TH GRADE BOYS TRACK	\$1,913	\$2,062	\$2,213
	HEAD VARSITY GIRLS TRACK	\$2,647	\$2,947	\$3,242
	ASSISTANT VARSITY GIRLS TRACK	\$2,062	\$2,356	\$2,647
	7TH & 8TH GRADE GIRLS TRACK	\$1,913	\$2,062	\$2,213
VOLLEYBALL	HEAD VARSITY VOLLEYBALL	\$2,647	\$2,947	\$3,242
	ASSISTANT VARSITY VOLLEYBALL	\$2,062	\$2,356	\$2,647
	9TH GRADE VOLLEYBALL	\$1,913	\$2,062	\$2,213
	8TH GRADE VOLLEYBALL	\$1,913	\$2,062	\$2,213
	7TH GRADE VOLLEYBALL	\$1,913	\$2,062	\$2,213
WEIGHT TRAINING	WEIGHT TRAINING	\$836	\$976	\$1,122
WRESTLING	HEAD VARSITY WRESTLING	\$2,647	\$2,947	\$3,242
	ASSISTANT VARSITY WRESTLING	\$2,062	\$2,356	\$2,647
	7th & 8th GRADE WRESTLING	\$1,913	\$2,062	\$2,213
	7th & 8th GRADE WRESTLING ASSISTANT	\$776	\$970	\$1,210

Article 28
OHIO RESIDENT EDUCATOR PROGRAM

A. PURPOSE

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator License will be issued beginning in 2011. The Resident Educator Program will be a Program administered and funded by the Coshocton City School District.

This program shall not replace the negotiated employee evaluation system.

B. DEFINITIONS

1. Resident Educator Program

The four-year program created by HB1 designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

2. Mentor

A Mentor is a teacher trained and assigned to provide professional support to a Resident Educator following the guidelines and protocols of the Resident Educator Program.

3. Resident Educator

A Resident Educator is a teacher employed under a resident educator license, an alternative Resident Educator License of any type, or a one-year out of state educator license.

4. ORE District Administrator

The District Administrator is appointed by the Superintendent to oversee the Resident Educator Program. The District Administrator may also serve as Program Coordinator at the discretion of the Superintendent.

5. Program Coordinator

The Program Coordinator is responsible for planning, implementing, and reporting on the Resident Educator program; communicating Resident Educator program information to any teacher(s) who may be eligible for the Resident Educator program; and registering Resident Educators in the state's CORE system.

6. Mentor Leader

The Mentor Leader is a teacher responsible for helping to plan and implement the Resident Educator program; communicating Resident Educator program information to Mentors and Resident Educators; and overseeing the Mentors and Resident Educators for their assigned year of the program.

7. ORE Leadership Team

The ORE Leadership Team refers to the Coshocton City Schools Ohio Resident Educator Mentor Leadership Team. The team will be comprised of a District Administrator, a Program Coordinator, and Mentor Leaders.

8. Facilitator

A Resident Educator Summative Assessment (RESA) facilitator supports third-year resident educators in preparing for the Resident Educator Summative Assessment (RESA). A facilitator may also be assigned to support fourth or fifth year Resident Educators who are still in the process of completing licensure requirements.

C. TEAM

1. Team Makeup

- a. District Administrator appointed by the Superintendent.
- b. Program Coordinator appointed by the Superintendent or District Administrator.
- c. Up to three Mentor Leaders may be selected, as needed, based on the recommendation of the Program Coordinator. These positions will be awarded through supplemental contract at the September board meeting.
- d. One high school administrator and one elementary administrator appointed by the District Administrator.

2. Responsibilities

- a. collaborate in the administration of the program, selection and assignment of Mentors;
- b. provide for the training of Mentor/Facilitators and Resident Educators;
- c. review the program's effectiveness;
- d. address/solve Mentor/Facilitator/Resident Educator concerns, issues, problems; and
- e. comply with ODE and statutory requirements.

D. MENTOR/FACILITATORS

1. Qualifications

- a. The Mentor/Facilitator must be approved by his/her building administrator and the District Administrator with input from the Mentor Leaders.
- b. The Mentor/Facilitator must be trained through the Ohio Department of Education Instructional Mentoring program. Mentor/Facilitators must also be willing to complete additional training as required by the Ohio Department of Education (ODE).

2. Selections

The Program Coordinator, with input from Mentor Leaders, shall work cooperatively with building principals in assigning Mentor/Facilitators to Resident Educators.

3. Training

Mentor/Facilitators shall be provided with the following:

- a. An orientation to mentoring responsibilities; and

b. State required mentor training.

4. Responsibilities

- a. The Mentor/Facilitator shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by ODE.
- b. Consult with and otherwise assist the assigned Resident Educator on a regular basis within the instructional day.
- c. The Mentor/Facilitator will use the Resident Educator Program formative assessment tools, resources and protocols to support the Resident Educator.
- d. The Mentor/Facilitator will attend regional Mentor network meetings.
- e. The Mentor/Facilitator will attend Coshocton City Schools' regularly scheduled Ohio Resident Educator meetings along with his/her Resident Educator(s).
- f. The Mentor/Facilitator does not have a formal evaluative role. The Mentor/Facilitator's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

5. Release Time

- a. Each Mentor/Facilitator shall be granted release time for direct mentoring activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Program Coordinator and building administrator.
- b. Each Mentor/Facilitator shall be granted release time to attend committee meetings, necessary training and to perform the required committee work.

E. **COMPENSATION**

1. Release time shall be provided to the Mentor/Facilitator and/or Resident Educator as mutually agreed upon with the building principal. The maximum number of Resident Educators a Mentor may be assigned is three (3) per year.
2. In addition to the mutually agreed upon release time, each Mentor Leader will earn a stipend of \$1500. A Mentor Leader also acting as a Mentor will earn both stipends.
3. Mentors shall receive a stipend of \$1000 for their first Resident Educator. If a second Resident Educator is assigned, the Mentor shall receive an additional \$750. If a third Resident Educator is assigned, the Mentor shall receive an additional \$500.
4. A Facilitator shall receive a stipend of \$1000. The Facilitator's role is to provide general guidance. A Facilitator may be assigned up to ten Resident Educators for the \$1000 stipend.
5. The stipend is to be paid in June of that school year.
6. The District will pay all training fees required for Mentor/Facilitators to receive the mandatory ODE state mentor training.

7. Inactive Mentor/Facilitators shall not receive compensation.

F. RESIDENT EDUCATOR

1. Each Resident Educator shall be given an initial orientation on the following matters:
 - a. The pupils and community to be served;
 - b. School policies, procedures, and routines;
 - c. Courses of study, competency-based education programs, and responsibilities for lesson plans;
 - d. The layout of the facilities of the assigned school building(s);
 - e. The nature of the Resident Educator Program which will be provided; and
 - f. Additional information a Resident Educator may need to be adequately prepared for a specific assignment.
2. Each Resident Educator shall be provided with the following:
 - a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
 - b. Assistance with the management tasks identified as especially difficult for beginning teachers;
 - c. Assistance in the improvement of instructional skills and classroom management; and
 - d. The opportunity to consult/observe other teachers both within and outside of the District.
3. The Resident Educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her Mentor/Facilitator, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the Building Principal/Immediate Supervisor.
4. The Resident Educator is not required to complete an IPDP or to utilize the LPDC process.
5. An effort will be made by the Administration to assign an equitable workload/schedule to a Resident Educator.

G. PROTECTIONS

1. Other than a notation to the effect that a teacher served as a Mentor/Facilitator, the teacher's activities as a Mentor/Facilitator shall not be part of that staff member's evaluation.

2. In the event that the District does not comply with the Resident Educator Program the bargaining unit member who is participating in the program shall not be disciplined and/or adversely affected due to the action(s) and/or inaction(s) of the District.
3. Mentor/Facilitators shall not participate in the evaluation of their assigned Resident Educator.
4. Mentor/Facilitators shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
5. No Mentor/Facilitator shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Facilitator/Resident Educator discussions.
6. All interaction, written or oral, between the Mentor/Facilitator and the Resident Educator shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the Mentor/Facilitator shall constitute grounds for immediate removal from his/her role as Mentor/Facilitator.
7. At any time, either the Mentor/Facilitator or the Resident Educator may exercise the option to have a new Mentor/Facilitator assigned. The Mentor/Facilitator and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
8. All members of the Team, Mentor/Facilitators, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law. In an emergency, or matters required to be disclosed by law, the Mentor/Facilitator shall report to the District Administrator.
9. Mentor/Facilitators shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher.
10. No Mentor/Facilitators shall participate in any informal or formal evaluation of their assigned Resident Educator, nor make, nor be requested or directed to make any recommendation regarding the continued employment of any Resident Educator.
11. The regular, district evaluation of the Mentor/Facilitator shall not be affected in any aspect by the Resident Educator Program or its demands.
12. Resident Educators shall be provided all due process provisions allowed by the master agreement and ORC.

H. PROGRAM REVIEW/REVISIONS

1. ORE Leadership Team – The ORE Leadership Team may meet prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent.
2. Association/Board - Association and Board representatives may meet to discuss the recommendations prior to the next school year.

3. Mentor/Facilitators - In addition to meeting for program evaluation purposes, Mentor/Facilitators may meet on a periodic basis for coordination purposes.

I. RECORDS

1. The Team shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.
2. Retention of records of the Resident Educator is the responsibility of the RE Program Coordinator. Program Coordinators should be aware of and follow the ODE Maintenance of Program Records Guidance Document.
3. In all cases, all *formative* work is the property of the Resident Educator and as such the Resident Educator reserves the right to share or not share previous work. The Resident Educator should retain copies of formative assessment tools and artifacts to serve as evidence of program completion.

ARTICLE 29 **EMPLOYMENT OF RETIRED TEACHERS**

In recognition of the enactment of Senate Bill 144, which eased re-employment restrictions for State Teachers Retirement System (STRS) Retirees, the following terms and conditions relating to the employment of Retirees will prevail in the Coshocton City School District:

1. For purposes of this Article, a Retiree is an individual who has attained service retirement status with the STRS and is otherwise qualified by certification/licensure to be employed as a teacher in the State of Ohio.
2. Where a teaching vacancy exists, the Board may consider and employ a Retiree upon the recommendation of the Superintendent after the provisions of Article 5 of this Agreement have been met.
3. A Retiree shall be paid at a BA level and at Step 0 of the salary schedule, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training.
4. A Retiree shall receive a one-year limited contract which shall expire automatically at the end of the term. Continuation of 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 the recommendation of the Superintendent. The provisions of Article 10, Section II (Non-Renewal of Limited Contracts) of this Agreement shall not apply to Retirees. A Retiree is not eligible for a continuing contract regardless of years of employment with the Board.
5. A Retiree shall accumulate and may use sick leave in accordance with Article 4, Section I of this Agreement, but is not entitled to severance pay under Article 15 of this Agreement or under law upon the conclusion of employment as a Retiree.
6. Sick leave shall accrue at the rate of one and a quarter (1.25) days per month, but shall not accumulate beyond the length of the one-year limited contract.

7. A Retiree shall be entitled to participate in all employee benefits provided to bargaining unit members.
8. A retiree employed by the Board shall be a member of the bargaining unit and shall be entitled to provisions of this Agreement except those explicitly stated. A Retiree shall not accumulate seniority in the bargaining unit and has no right to recall in the event of a reduction in force under Article 11 of this Agreement and/or Ohio Revised Code Section 3319.17.
9. A Retiree is eligible for any unfilled supplemental position after the first ten (10) days of the school year.
10. The Board and the Association expressly intend this Article to supersede the provisions of Ohio Revised Code Section 3317.13, 3317.14, 3313.53, 3319.11, 3319.111, 3319.141, and 3319.17, and all other applicable laws, and this Article of the Agreement will not be grievable under the grievance procedures or through any claim or action filed before the State Employment Relations Board (SERB) or any court of law.

ARTICLE 30 **DURATION**

SECTION I: DISTRIBUTION OF AGREEMENT

Copies of this agreement shall be reproduced and distributed by the Board to all teachers now and subsequently employed during the term of this agreement. Cost is to be borne by the Board.

SECTION II: WAIVER OF NEGOTIATIONS

The Board and the Association acknowledge that during negotiations resulting in this agreement, each party had the right and the opportunity to make demands and proposals with respect to any matter covered in the scope of negotiations and that this agreement was arrived at by the parties after the exercise of that right and opportunity.

SECTION III: CONTRARY TO LAW

If any provision of this agreement, or any agreement reached under its terms, conflicts with any federal or state law, now or hereafter enacted or issued, as determined by a court of competent jurisdiction, such provision, (only to the extent such provisions, application or agreement are in conflict with any federal or state law) application, or agreement shall be inoperative but the remaining provisions hereof shall remain in full force and effect, and the provisions in conflict will be re-negotiated to bring them into compliance.

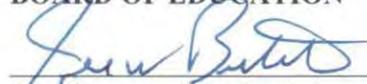
SECTION IV: ENTIRE AGREEMENT

This agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

SECTION V: DURATION

This Agreement between the Coshocton City Board of Education and the Coshocton City Education Association has been properly ratified by both parties, and will become effective September 1, 2015, and shall remain in effect through August 31, 2018.

BOARD OF EDUCATION



President



Superintendent



Treasurer

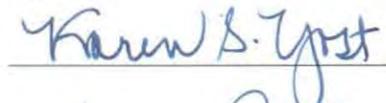


Date

COSHOCTON CITY EDUCATION ASSOCIATION



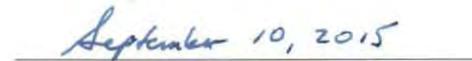
President



Karen S. Yost



Susan Q. Nolan



Date