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MASTER CONTRACT

Between

COLUMBIANA EDUCATION ASSOCIATION (CEA)

~ and ~

COLUMBIANA EXEMPTED VILLAGE BOARD OF EDUCATION

July 1, 2016 through June 30, 2019

TABLE OF CONTENTS

ARTICLE			PAGE
I	**RECOGNITION**		**1**
II	**NEGOTIATION PROCEDURE**		**2-3**
	SECTION A:	INITIATING NEGOTIATIONS	2
	SECTION B:	NEGOTIATING	2
	SECTION C:	MEMBERSHIP OF NEGOTIATING TEAMS	2
	SECTION D:	CLOSING AND PROCESSING OF AGREEMENT	2
	SECTION E:	DISPUTE RESOLUTION	2
	SECTION F:	FAILURE OF MEDIATION AND APPLICATION OF SECTION 4117.14(D) (2) O.R.C.	2
	SECTION G:	IN-TERM BARGAINING	3
III	**GRIEVANCE PROCEDURE**		**4-5**
	SECTION A:	DEFINITIONS AND GENERAL PROVISIONS	4
	SECTION B:	PROCEDURE	4-5
IV	**ASSOCIATION/MANAGEMENT/INDIVIDUAL RIGHTS**		**6-8**
	SECTION A:	ASSOCIATION RIGHTS	6-7
	SECTION B:	MANAGEMENT RIGHTS	7-8
	SECTION C:	RIGHTS OF INDIVIDUALS	8
V	**COMMITTEES**		**9-14**
	SECTION A:	BUILDING COMMITTEES	9
	SECTION B:	LABOR/MANAGEMENT COMMITTEE	9-10
	SECTION C:	LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE-LICENSURE	10-11
	SECTION D:	INSURANCE COMMITTEE	11
	SECTION E:	STUDENT DISCIPLINE COMMITTEE	11
	SECTION F:	DISTRICT CURRICULUM COMMITTEES	11-12
	SECTION G:	DISTRICT EVALUATION COMMITTEE	12-13
	SECTION F:	STUDENT GROWTH MEASURERS COMMITTEE	13-14
VI	**COMPENSATION**		**15-19**
	SECTION A:	SALARIES	15
	SECTION B:	MA + 15 COLUMN	15
	SECTION C:	2 MASTERS/MA +40 COLUMN	15
	SECTION D:	MA + 55/2 MA + 15/DOCTORAL	15
	SECTION E:	SALARY ADJUSTMENT	15
	SECTION F:	SUPPLEMENTAL SALARY PROVISIONS	16
	SECTION G:	STRS PICK-UP	16-17
	SECTION H:	PAY NOTIFICATION	17
	SECTION I:	ELECTRONIC PAY INFORMATION	17
	SECTION J:	PLAYGROUND AND LUNCH DUTY PAY	17
	SECTION K:	ATTENDANCE OF CHILDREN OF NON-RESIDENT BARGAINING UNIT MEMBERS	17
	SECTION L:	SEVERANCE PAY	17-18

	SECTION M:	PROFESSIONAL DEVELOPMENT REIMBURSEMENT	18-19
	SECTION N:	EXTRA-PERIOD TEACHING PAY	19
	SECTION O:	MILEAGE	19
	SECTION P:	EXTENDED TIME	19
	SECTION Q:	PAYROLL DEDUCTIONS	19
	SECTION R:	STUDENT TEACHERS	19
VII	**LEAVES**		**20-23**
	SECTION A:	SICK LEAVE	20
	SECTION B:	BEREAVEMENT LEAVE	20
	SECTION C:	PERSONAL LEAVE	20-21
	SECTION D:	ASSAULT LEAVE	21
	SECTION E:	PROFESSIONAL LEAVE	21
	SECTION F:	PARENTAL LEAVE	21-22
	SECTION G:	COURT DUTY LEAVE	22
	SECTION H:	MEDICAL LEAVE	22
	SECTION I:	SABBATICAL LEAVE	22
	SECTION J:	OTHER LEAVES	22
	SECTION K:	FAMILY MEDICAL LEAVE ACT LEAVE (FMLA)	23
VIII	**BENEFITS**		**24-26**
	SECTION A:	INSURANCES	24-26
	SECTION B:	CHANGE IN CARRIER	26
	SECTION C:	BENEFITS WHILE ON APPROVED LEAVE OF ABSENCE	26
IX	**JOB SECURITY**		**27-34**
	SECTION A:	GENERAL PROVISION	27
	SECTION B:	TEACHER EVALUATION	27-28
	SECTION C:	DISCIPLINE	28
	SECTION D:	FAIR DISMISSAL (NON-RENEWAL)	28-29
	SECTION E:	JUST CAUSE	29
	SECTION F:	GRANTING OF TEACHER CONTRACTS	29-30
	SECTION G:	SENIORITY	30-31
	SECTION H:	REDUCTION IN FORCE	31-33
	SECTION I:	FILING AND MAINTENANCE OF CERTIFICATES/LICENSURE	33-34
X	**TERMS AND CONDITIONS**		**35-42**
	SECTION A:	PERSONNEL RECORD FILE	35
	SECTION B:	IN-SERVICE DAY	35
	SECTION C:	DUTIES FOR UNIT MEMBERS ASSIGNED TO MORE THAN ONE BUILDING	35
	SECTION D:	PARENT TEACHER CONFERENCES	35-36
	SECTION E:	LENGTH OF WORK DAY	36
	SECTION F:	WORK LOAD/DUTIES	36-37
	SECTION G:	TEACHER ASSIGNMENT	37
	SECTION H:	POSTING OF VACANCIES	37-38
	SECTION I:	VOLUNTARY CHANGE OF ASSIGNMENT	38
	SECTION J:	INVOLUNTARY CHANGE OF ASSIGNMENT	38
	SECTION K:	PLANNING PERIODS	38-39
	SECTION L:	ACADEMIC FREEDOM	39
	SECTION M:	NOTICE FOR SCHOOL CLOSINGS & TIME FOR REPORTING TO DELAYED OPENINGS	39
	SECTION N:	SCHOOL CALENDAR	39

SECTION O:	LIBRARIAN	39
SECTION P:	CLASSROOM SUPPLIES	39
SECTION Q:	CLASS SIZE	39-40
SECTION R:	CHILDREN OF ON-DUTY BARGAINING UNIT MEMBERS	40
SECTION S:	HOMEROOM LIST DISTRIBUTION	40
SECTION T:	ASSIGNMENT TO COMMITTEES	40
SECTION U:	ALCOHOL AND DRUG POLICY	40-41
SECTION V:	JOB DESCRIPTIONS	41
SECTION W:	REPORTING FACILITIES/EQUIPMENT PROBLEMS	41
SECTION X:	STUDENT DISCIPLINE	41
SECTION Y:	RESOLUTION OF ISSUES	41
SECTION Z:	TEACHER HANDBOOK	41
SECTION AA:	HIRING RETIREES	41-42
SECTION BB:	TUTOR CONTRACTS	42
XI	**MAINTENANCE OF STANDARDS AND SEVERABILITY**	**43**
SECTION A:	MAINTENANCE OF STANDARDS	43
SECTION B:	SEVERABILITY	43
XII	**RESIDENT EDUCATOR**	**44-46**
XIII	**EFFECTS OF THE AGREEMENT**	**47**
APPENDICES		
APPENDIX A-1	2013-2014 SALARY SCHEDULE	48
APPENDIX A-2	2014-2015 SALARY SCHEDULE	49
APPENDIX A-3	2015-2016 SALARY SCHEDULE	50
APPENDIX B	SCHEDULE OF SUPPLEMENTALS	51-53
APPENDIX C	WRITTEN GRIEVANCE FORM – STEP 2	54
APPENDIX D	ISSUE REPORT	55
APPENDIX E	TEACHER EVALUATION FORMS (NON OTES)	56-63
APPENDIX F	STANDARDS-BASED TEACHER EVALUATION	64-73
APPENDIX G	TEACHER EVALUATION FORMS (OTES)	74-92

ARTICLE I
RECOGNITION

The Columbiana Exempted Village Board of Education, hereinafter "Board" or "District" hereby recognizes the Columbiana Education Association OEA/NEA-Local, hereafter the "Association" or "Union" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for a bargaining unit composed of all full-time and part-time certificated/licensed employees teaching or working for the Columbiana Exempted Village School Board, but excluding auxiliary service employees, substitutes, aides, and all management level employees, athletic director, substitutes, or aides as defined in Chapter 4117 Ohio Revised Code. Tutors shall be full bargaining unit members, entitled to the salary, benefits, rights, and privileges as specified in Article X, Paragraph DD. No bargaining unit member or position shall be lost due to the hiring of auxiliary service employees.

The Board recognizes the CEA as the sole and exclusive bargaining agent for any newly created certificated/licensed position in which a certificated/licensed employee is teaching or working for the Board for fifty (50) percent or more of the work week excluding auxiliary service employees, substitutes, aides, and any newly created management level position as defined in Chapter 4117 Ohio Revised Code.

ARTICLE II
NEGOTIATION PROCEDURE

SECTION A: INITIATING NEGOTIATIONS

Either party may open negotiations for additions to, deletion of, amendments to, modification of, or termination of this agreement if notice is sent to the representative of the other party (for this purpose, the representative of the Board is the Superintendent and the representative of the CEA is its President) at least sixty (60) days (as used in this agreement "Days" shall mean calendar days unless otherwise specifically noted) and not more than ninety (90) days prior to the scheduled expiration of this agreement or extension thereof. Detailed proposals shall be exchanged at the first bargaining session. Thereafter, no additional items shall be considered unless agreed upon by both parties. By mutual agreement of both parties, negotiations may be conducted using the Interest Based Bargaining process as designed by the Federal Mediation and Conciliation Service (FMCS) or any other process designed as a win-win model. In this case, issues for bargaining will be determined at the initial meeting.

SECTION B: NEGOTIATING

Upon receipt of notice from the other party, the parties shall meet at a mutually agreed upon date, time, and place and shall negotiate in good faith with respect to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of existing provisions of this agreement. The time, place, and date of the next meeting shall be agreed upon prior to the adjournment.

SECTION C: MEMBERSHIP OF NEGOTIATING TEAMS

Each team shall be limited to five (5) members and/or appointees. Each side may have four (4) observers. Neither party shall have any control over the composition of the other party's team.

SECTION D: CLOSING AND PROCESSING OF AGREEMENT

When the respective teams reach or conclude a tentative agreement on all matters before them in negotiations, that tentative agreement shall be reduced to writing, initialed by a representative of both negotiation teams and submitted for consideration to their respective memberships. Upon adoption and approval by both parties, three originals shall be fully signed and executed, with one such original to be retained by the Board, one by the Association, and one to the State Employment Relations Board (SERB). The Board shall file SERB's copy with the State Employment Relations Board.

SECTION E: DISPUTE RESOLUTION

If twenty (20) days prior to the expiration of the agreement, the parties have been unable to reach agreement, FMCS may be requested to provide a mediator to assist in reaching the final settlement. If FMCS will not provide a mediator, the parties will request a mediator from SERB. If SERB is unable to provide a mediator, the parties will otherwise secure an individual to mediate the negotiations. The parties agree that the foregoing dispute resolution procedure shall be exclusive and shall supersede the dispute resolution procedure set forth in O.R.C. 4117.14.

SECTION F: FAILURE OF MEDIATION AND APPLICATION OF SECTION 4117.14(D) (2) OHIO REVISED CODE

In the event that the assistance of mediation is unsuccessful in developing an accordance between the parties and producing an agreement and should an agreement not be reached within ten (10) days of the expiration of the existing agreement, the Association then reserves the right to proceed in accordance with the terms and provisions of Section 4117.14(D) (2) of the Ohio Revised Code.

SECTION G: IN-TERM BARGAINING

Subject to the specific rights retained by the Board in this Agreement, the Board recognizes its legal obligation under O.R.C. Chapter 4117 to bargain with the Association prior to implementation of any changes in wages, hours, or other terms and conditions of employment applicable to members of the bargaining unit. Prior to implementing new or changed work rules, policies, or other changes that materially affect wages, hours, or terms or conditions of employment of bargaining unit employees, the Employer will notify the Association seven (7) days in advance of the effective day of implementation. If the Association requests to bargain over such change within the notice period, the Board and the Association will negotiate in good faith prior to any implementation. If the parties reach impasse, they will follow the dispute resolution procedures set forth above in Sections E. and F.

ARTICLE III
GRIEVANCE PROCEDURE

SECTION A: DEFINITIONS AND GENERAL PROVISIONS

1. A "grievance" is a claim that the Board or its agents have violated, misinterpreted, or misapplied a specific and express term(s) of this written agreement.

2. A "grievant" shall mean the Association or bargaining unit member(s) initiating a grievance.

3. "Days" means calendar days. All time lines shall be calendar days. The maximum length of time at each step shall be fourteen (14) days unless an extension is mutually agreed upon by the parties involved.

4. Failure of the Superintendent or an administrator to process a grievance within the time limits specified shall permit the grievant to proceed to the next step. Failure of the grievant to process the grievance within the time limits shall result in a waiver of the right to proceed further.

5. The grievant shall have the right to Association representation.

6. In the event of a written grievance, a copy of the grievance shall be given to the Superintendent.

SECTION B: PROCEDURE

1. **STEP ONE:** A grievant shall first discuss the grievance with the appropriate building principal. This meeting shall be on an informal basis and be held within fourteen (14) days following the act or condition which is the basis of the grievance. The grievant must announce that this meeting is the informal step of the grievance procedure.

   If after discussing the matter with the building principal, it is determined the grievance is beyond the building principal's power to grant a remedy, the grievance may be submitted directly to the Superintendent and processing of such grievance shall commence at Step Three.

2. **STEP TWO:** If the grievance is not resolved in Step One, the grievant may file a written grievance with the appropriate building principal. If a written grievance is not filed within fourteen (14) days following the Step One meeting, the grievance shall be waived. The written grievance shall be on the grievance form (See Appendix) and shall contain a statement of the facts upon which the grievance is based and a reference to a specific provision of the agreement allegedly violated, misinterpreted, or misapplied. The grievant shall send a copy of the written grievance to the Superintendent. The grievant shall be granted a conference to be conducted within fourteen (14) days after the principal's receipt of the request.

   In the event of a grievance involving an individual, the Principal may request, through the Association, to speak with that individual. If the individual agrees, a meeting with the individual, Association Representative, and Principal will take place.

   The building Principal shall dispose of the written grievance within fourteen (14) days after the conclusion of the conference. The action taken and the reasons for the action shall be reduced to writing and copies sent to the teacher, the building representative, and the Superintendent.

3. **STEP THREE:** If the action taken by the building Principal does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Superintendent and request a conference with him.

   Failure to file such appeal within fourteen (14) days from receipt of the written disposition at Step Two shall constitute a waiver of the right to appeal.

   Upon request, a conference shall be conducted by the Superintendent within fourteen (14) days.

   In the event of a grievance involving an individual, the Superintendent may request, through the Association, to speak with that individual. If the individual agrees, a meeting with the individual, Association Representative, and Superintendent will take place.

The Superintendent shall dispose of the grievance in writing, with reasons stated, within fourteen (14) days after the conclusion of said conference. Copies of the written disposition shall be sent to the teacher, the Association, and the building principal.

4. **STEP FOUR:** If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, the grievant may appeal in writing to the Board of Education and request a conference before it in executive session.

   Failure to file such appeal within fourteen (14) days from receipt of the written disposition at Step Three shall constitute a waiver of the right to appeal.

   Upon request, a conference shall be conducted by the Board of Education. Should the Board be unable to arrange a conference within fourteen (14) days, the Board step shall be waived.

   The Board of Education shall dispose of the grievance in writing, with reasons stated, within fourteen (14) days after the conclusion of said conference. Copies of the written disposition shall be sent to the teacher, the Association, and the building principal.

5. **STEP FIVE:** If the grievant is not satisfied with the disposition at Step Four, the Association shall notify the Superintendent of its intent to proceed to arbitration within fourteen (14) days after receipt of the Board's written disposition of the grievance. After such notice but prior to formal initiation of the arbitration process through the American Arbitration Association (AAA), the Association may make a written request to the Superintendent that the matter proceed to voluntary grievance mediation utilizing the Federal Mediation and Conciliation Service (FMCS). Within fourteen (14) days of receiving the request, the Superintendent will notify the Association President of the Board's decision relative to voluntary participation in grievance mediation. If mediation is agreed to by the parties, no formal request for arbitration will be processed through AAA until after the conclusion of such mediation. If mediation is declined by the Board, the Association may proceed to submit the matter to AAA upon receipt of notice from the Superintendent.

   The Association retains the right to determine whether to forward a grievance to arbitration. If the grievance is submitted to arbitration, the parties shall select an arbitrator in accordance with AAA's Voluntary Labor Arbitration Rules. Either party may request a second list of names.

   The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented.

   The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board, Association, and the grievant.

   The costs for the arbitrator for all grievances shall be shared equally by the Board and the Association. However, if more than two (2) grievances in any year go to arbitration, the costs for the arbitrator shall be paid by the losing party on any grievances beyond the second during that year.

6. **Miscellaneous**

   Meetings and hearings held under this Article shall be conducted at a time and place which will afford a fair and reasonable opportunity for all necessary parties to attend. All parties in interest will be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits. The parties agree to take efforts to minimize the loss of instructional time during arbitration hearings through mutual cooperation in the scheduling of witnesses.

   No participant in the grievance process will be subject to reprisals or recriminations as a result of such participation.

ARTICLE IV
ASSOCIATION/MANAGEMENT/INDIVIDUAL RIGHTS

SECTION A: ASSOCIATION RIGHTS:

The Association shall have the following rights as detailed below solely and exclusively of any other rival organization.

1. The Association shall have the right to use all building public address systems for Association meeting announcements.

2. The Association shall have the right to transport mail from one school to another within the district by school mail. The Association has the right to place mail for distribution to staff in mailboxes within individual buildings.

3. The Association shall have the right to use school bulletin boards located within teacher lounge areas. The Association may use a designated space on office bulletin boards.

4. The Association shall have the right to payroll deduction of professional dues.

5. Notices**,** agendas and any addendums for all regular and special meetings shall be delivered to the Association President and Executive Committee members via email in the same afternoon as they are delivered to Board members.

6. When routine and regular financial documents that relate to bargaining have been completed, and upon request, one copy shall be sent to the Association.

7. The Association shall be provided, via email, with a list of names, addresses, telephone numbers, and building assignments of all professional personnel by October 30th.

8. <u>Use of School Buildings</u>

   The Association shall have the right to use, during the term of this Agreement, the school buildings for Association meetings. If such use is desired during hours when a custodian is not on duty, the Association shall pay the cost of necessary custodial services.

9. <u>Use of School Equipment</u>

   The Association may reasonably use communication, audio-visual, and technological equipment. The Association may be charged five (5) cents a page for the use of the photocopier. In all cases, the Association will supply all necessary paper products.

10. <u>Transaction of Association Business</u>

    Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before, after, or during the regular school day; provided, however, that no such business shall be transacted on any class time nor shall such Association business in any way interfere with scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities.

11. <u>Fair Share Fee</u>

    a. The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members. Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about January 1st of each year for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association. Payroll deduction of such fair share fees shall begin on the second payroll period in January except that no fair share fee deductions shall be made for bargaining unit members employed after January 15th until the second paycheck, which period shall be the required

probationary period of newly-employed bargaining unit members. Fair share fee deductions shall be in equal installments for ten (10) pay periods.

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

c. The Association agrees to indemnify, defend, and hold harmless the Board against any and all claims that arise out of or are in any way related.

12. Membership Dues

a. The Board shall provide payroll deduction for the Association's annual dues. Each bargaining unit member shall give written authorization to have Association dues deducted. Once a bargaining unit member has given authorization, the deduction shall continue each year unless the bargaining unit member gives notice of a change. The Association will notify its members by September 30th that this notice of change shall be given to the Treasurer between September 1st and October 15th.

b. The first paycheck deduction shall start the second pay in October, and continue in equal installments for the next twelve (12) paychecks. Fair share fee payers shall have ten (10) equal installments deducted from their paychecks beginning the first pay period after January 15th.

c. The Treasurer shall mail the dues deductions to the Association within five (5) days of the payroll deduction unless other arrangements are made with the Association Treasurer or designee.

13. Association Leave

The Association shall be granted ten (10) days leave per school year for representatives to attend Association training meetings. On the first six (6) of these days, the Board will pay the expense of the substitute. For the remaining days, the Board and Association will split the expense of the substitute.

The Association will be responsible for the expenses of the representative(s) at such meetings.

SECTION B: MANAGEMENT RIGHTS

The CEA recognizes the Board as the local elected body statutorily charged with the responsibility to provide and manage public education in the Columbiana Exempted Village School District. Except as specifically limited by this Agreement, and Chapter 4117, Ohio Revised Code, the Board shall exercise its right and authorities to fulfill this responsibility. Among these rights and authorities are the right and authority to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
6. Determine the overall mission of the employer as a unit of government;
7. Determine the adequacy of the work force;
8. Effectively manage the work force; and

9. Take actions to carry out the mission of the public employer as a governmental unit.

SECTION C: RIGHTS OF INDIVIDUALS

Recognition of the Association does not abridge the right of any unit member to present his/her individual views and recommendations to the administration and/or Board.

Personally identifiable, confidential information shall not be made public.

The Board and the Association agree that each will not discriminate against any employee on the basis of race, color, creed, age, gender, disability or national origin.

ARTICLE V
COMMITTEES

SECTION A: BUILDING COMMITTEES

Each building shall maintain its Building Committee for the purpose of improving building communication. This Committee shall meet no later than forty-five (45) days from the start of school on a date mutually agreed to by the building principal and the Association building representative. The Committee shall be composed of the building Principal, other administrators as determined by the building Principal and three (3) to seven (7) CEA members. Members of the Columbiana Local Association of Support Staff (C.L.A.S.S.) and others may be included as appropriate. Two (2) of these CEA members will also serve on the Labor Management Committee. The CEA members shall be selected by the President, or designee.

Each Building Committee shall meet monthly or as otherwise determined by the Committee throughout the school year, with a written agenda developed jointly. Responsibilities of the Building Committee will include:

1. Reviewing guidelines, ground rules and meeting dates at the first meeting of the year. Ground rules may be modified by mutual agreement.
2. Assisting with the equalization of work load (per Article X, Section F);
3. Establishing the goals and the utilization of professional leave funds (per Article VII, Section E); and
4. Scheduling the frequency and dates of staff meetings (per Article X, Section E).

The committee will attend to issues of concern that relate to that building. The parties can invite FMCS to provide additional training.

SECTION B: LABOR/MANAGEMENT COMMITTEE

1. The Labor/Management Committee shall meet on a date mutually agreed to by the Superintendent and the Association President. This committee shall continue for the purpose of improving communications between the staff and the administration, and to share and explore suggestions subject to the following conditions and provisions as established by Bylaws agreed to by the parties:
    a. The Committee shall be comprised of the Superintendent, the CEA President, the building principals, other resource persons who may be invited to address agenda items as needed, and two (2) CEA members from each Building Committee.
    b. The Bylaws shall establish:
        1. Joint effort
        2. Written ground rules
        3. Direct and active participation by the Superintendent and the CEA President
        4. Use of collaborative problem solving and consensus decision making
        5. A regular meeting schedule
        6. A procedure for establishing a mutually agreed upon agenda for the meetings
    c. Notice of meeting dates and the tentative agenda will be posted at least three (3) days prior to the meeting.
    d. The Bylaws shall be reviewed annually.
    e. Discussions regarding outstanding grievances and/or negotiating changes in current contract language are prohibited.
    f. Discussions regarding potential grievances and/or interpretation of current contract language are permitted.

g. The central office secretary or designee will take meeting minutes and distribute to the CEA president and Superintendent to disseminate to meeting attendees.

2. The parties can invite FMCS to provide additional training.

SECTION C: LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Purpose

The Local Professional Development Committee (LPDC) shall oversee and review professional development plans for course work, continuing education units (CEUs), and other equivalent educational activities.

2. Term of Office

The term of office for LPDC members shall be three (3) years. Members may repeat their service on the Committee without interruption. Each Committee member must have a minimum of three (3) years of professional experience and demonstrate a belief in life-long learning.

3. Composition and Selection

a. The committee shall be comprised of five (5) members as follows: three (3) bargaining unit members and two (2) administrators. A non-voting, resource person may be appointed by the Superintendent, if needed.

Whenever an administrator's coursework plan is being discussed or voted upon, the local professional development committee shall, at the request of one of its administrative members, cause a majority of the committee to consist of administrative members by reducing the number of teacher members voting on the plan.

b. The three (3) bargaining unit members shall be appointed by the CEA pursuant to the Association's constitution and by-laws. The bargaining unit members of the committee will be selected to guarantee a representative from each of the buildings**.** The District Superintendent shall select the administrative member(s).

c. In the event of a vacancy, the committee member shall be replaced in accordance with 3b.

d. The choice of how to operate for decision-making purposes shall be by consensus.

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

f. A non-voting, resource person may be utilized by the Committee, if needed.

4. Compensation

Bargaining Unit Members (BUMs) who serve on the LPDC shall be compensated at a rate of 4% of the base salary on the supplemental salary schedule for members; the chairperson will receive an additional 1%.

5. Training

Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDC's.

6. Meetings

a. The LPDC shall hold its first meeting before the end of September each school year. Subsequent meeting dates for the current school year shall be established at that first meeting.

b. The LPDC shall approve all course work and other equivalent educational activities that may provide CEUs for certificated/licensed employees. The LPDC shall establish criteria for acceptable educational activities and course work to be used for license renewal. A professional development handbook containing the criteria for acceptable license renewal activities, guidelines for license renewal, and necessary forms for the professional development process will be made available in electronic format on the school district's website.

c. The LPDC shall determine to what extent to keep and retain records of its meetings, decisions, and recommendations.

d. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated agreement except as provided by 4117.10(C) or as provided by this negotiated agreement.

7. Appeals Process

Individual bargaining unit members may appeal decisions of the LPDC concerning individual professional development plans, alternative educational activities, or granting of CEUs through the appeals procedure presented in the professional development handbook.

SECTION D: INSURANCE COMMITTEE

A joint insurance committee will be established for the purpose of discussing insurance issues, promoting communication of health insurance information and developing plans or programs to assist in the lowering of claims. The committee will be comprised of at least three (3) President-appointed CEA members and at least two (2) management employees. The schedule of regular meetings and ground rules shall be established at the first meeting.

SECTION E: STUDENT DISCIPLINE COMMITTEE

1. Purpose

Each building will establish a Student Discipline Committee to convene on an as needed basis to review and revise the District/Building's discipline policy.

The Board and Administration will be supportive of bargaining unit members in maintaining student discipline and will make every reasonable effort to provide a safe and healthy workplace and educational environment in accordance with all Local, State and Federal laws governing the health and safety of workers.

2. Committee Composition

The Committee shall be comprised of the building principal and two (2) or three (3) teacher representatives from the building. Parents, students and other representatives may be included as appropriate.

SECTION F: DISTRICT CURRICULUM COMMITTEES

1. Purpose

District/Building Leadership Committees shall function as advisory bodies to the Board in the areas of curriculum and student achievement as needed.

2. Committee Composition

Each District Leadership Committee shall be comprised of Co-Chairpersons, one (1) selected by the Association and one (1) selected by the Superintendent, who will thereafter on an annual basis mutually select two (2) teachers from each of the three (3) buildings. Building Leadership Committees shall be comprised of two (2) teachers from the Building along with the Building Principal. Board Members and the County ESC Consultant will be invited and encouraged to participate in Committee meetings, in addition to others as determined by the Committees.

3. Meetings

Each Committee will meet as needed each year. Meetings may be scheduled by the Administration during in-service or early release days. When it is determined by the Administration that professional development normally scheduled for in-service or early release days will permit, at least one (1) of the Committee meetings will be scheduled on such a date.

4. Reports

Reports from each Committee will be sent to the Superintendent and shared with the Board of Education at the Board meeting following the Committee meeting(s). Whenever possible, the report to the Superintendent will be provided with sufficient time to allow electronic transmission to Board Members in advance of the Board meeting where the report will be shared.

SECTION G: DISTRICT EVALUATON COMMITTEE

The Association and the Board agree to establish a standing joint Evaluation Development Committee that shall function as an advisory body to the Board of Education for the evaluation of teachers in the District, including the evaluation instrument, and to regularly review the effectiveness of the policy, procedure and process, including the evaluation instrument, for the teachers in the District.

1. Committee Composition

The District Evaluation Committee shall be comprised of Co-Chairpersons, one (1) selected by the Association and one (1) selected by the Superintendent. The bargaining unit members of the committee will be selected by the Association to guarantee a representative from each of the buildings and the District Superintendent shall select the administrative member(s). Board Members and other Consultant(s) may be invited and encouraged to participate in Committee meetings, in addition to others as determined by the Committee.

The term of committee members shall be three (3) years when possible. Members may repeat their service on the Committee without interruption. Each Committee member must have a minimum of three (3) years of professional experience and demonstrate a belief in life-long learning.

2. Committee Operation

a) Members of the committee will receive necessary training.

b) The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

c) Committee agendas will be developed jointly by the co-chairpersons of the committee.

d) All decisions of the committee will be achieved by consensus.

e) At the initial meeting, the committee will develop the ground rules by which the committee will operate.

f) At each meeting the committee will select an individual to act as the official recording scribe for that meeting. Minutes of the meetings will be distributed to committee members, Association President and District Superintendent within three (3) days following meetings of the committee.

g) Members will be provided release time or compensation at the rate of $25 per hour.

3. Committee Authority

a) If either party wishes to consider any change or revision to the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, it will discuss the matter with the committee. If the discussion results in a recommendation by the committee to change or revise the evaluation procedure or process, including the evaluation instrument, during the term of this agreement, then said recommendation will be bargained between the Association and the Board in accordance with Chapter 4117 of the Ohio Revised Code and Article II of this agreement.

b) In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, the parties to this agreement shall discuss this topic to determine whether adjustments are appropriate during the term of this agreement.

4. Reports

Reports from the District Evaluation Committee will be sent to the Superintendent and the Association President and shared with the Board of Education. Whenever possible, the report to the Superintendent

will be provided with sufficient time to allow electronic transmission to Board Members in advance of the Board meeting where the report may be shared.

SECTION H: STUDENT GROWTH MEASURES (SGMs) COMMITTEE

The Association and the Board agree to establish a standing joint Evaluation Development Committee that shall function as an advisory body to the District Evaluation Committee in the area of SGMs.

1. Committee Composition

The Student Growth Measures Committee shall be comprised of Co-Chairpersons, one (1) selected by the Association and one (1) selected by the Superintendent. The bargaining unit members of the committee will be selected by the Association to guarantee a representative from each of the buildings and the District Superintendent shall select the administrative member(s). Board Members and other Consultant(s) may be invited and encouraged to participate in committee meetings, in addition to others as determined by the committee.

The term of committee members shall be three (3) years when possible. Members may repeat their service on the Committee without interruption. Each Committee member must have a minimum of three (3) years of professional experience and demonstrate a belief in life-long learning.

2. Committee Operation

a) Members of the committee will receive necessary training.

b) The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

c) Committee agendas will be developed jointly by the co-chairpersons of the committee.

d) All decisions of the committee will be achieved by consensus.

e) At the initial meeting, the committee will develop the ground rules by which the committee will operate.

f) The committee shall establish criteria for acceptable SGMs and student learning objectives (SLOs).

g) The committee co-chairpersons shall approve the SGMs and SLOs by majority vote of the committee. The building principal in charge of the teacher evaluation will break committee deadlock ties. Approvals should be sent to the teacher and respective building principal(s) as soon as practical via electronic transmission.

h) Members will be provided release time or compensation at the rate of $25 per hour.

3. Reports

Reports from the Student Growth Measures Committee will be sent to the District Evaluation Committee, Superintendent, CEA President, teacher and the respective building principal. The report to the Superintendent and CEA president will be provided via electronic transmission. The co-chairperson(s) are responsible for reports.

4. Committee Authority

a) The SGM committee shall recommend the student growth portion of the evaluation procedures to the District Evaluation Committee.

b) The SGM committee shall define the five (5) levels that count toward the final summative rating of teacher effectiveness.

ARTICLE VI
COMPENSATION

SECTION A: SALARIES

1. Bargaining unit members will move up one step for each year for the term of this agreement.

   Effective July 1, 2016, the base salary shall be $34,346 on the salary index in effect for the term of this agreement.

   Effective July 1, 2017, the base salary shall be $35,033 on the salary index in effect for the term of this agreement.

   Effective July 1, 2018, the base salary shall be $35,734 on the salary index in effect for the term of this agreement.

2. Salary index, see each Appendix A schedule.

3. Each Bargaining Unit Member at steps 15 or more on the salary schedule will receive a $1,500 longevity payment each year of this agreement, payable the first pay in December.

SECTION B: MA + 15 COLUMN

The MA+15 column shall be understood to mean Master's plus 15 semester hours obtained following the date the Master's Degree has been issued. All hours qualifying a B.U.M. for this column shall be in upper division or graduate courses.

SECTION C: 2 MASTERS/MA +40 COLUMN

The MA+40 heading shall be understood to mean Master's plus 40 semester hours obtained following the date the Master's Degree has been issued or completion of s second Master's. All hours qualifying a B.U.M. for this column shall be in upper division or graduate courses.

SECTION D: MA + 55, 2 MASTERS +15 OR DOCTORAL COLUMN

Bargaining Unit Members who qualified for this column on or before June 30, 2011 will remain in this column; however, no additional members will be eligible for payment on this column.

SECTION E: SALARY ADJUSTMENT

A bargaining unit member shall be eligible for salary adjustment upon completion of the number of semester hours as noted in the salary index. When a teacher completes additional semester hours which would qualify the teacher for a higher salary qualification, the Board will authorize salary adjustments.

A grade slip or an official letter of credit from the college or university registrar or an official transcript presented to the Treasurer's office will enable the Treasurer to make the necessary adjustments. However, the unit member must present the official transcript as soon as it is available. With proper notification to the Treasurer, adjustment will be made as follows: (1) Beginning of the school year when the Treasurer has been notified by September 15, (2) Start of second semester when the Treasurer has been notified by the first week of the second semester. All hours qualifying a B.U.M. for salary adjustment shall be in upper division or graduate courses.

SECTION F: SUPPLEMENTAL SALARY PROVISIONS

1. All supplemental positions will automatically be non-renewed on April 30 each year (Board action and subsequent notification are not required). Supplementals will be posted each year. Posting of supplemental positions does not guarantee that such positions will be filled by the Board and each position will be evaluated on an annual basis to determine whether conditions such as sufficient student participation levels exist to support its continuation.

Interested bargaining unit members will be considered for an interview for said position by the Superintendent or designee. The Board may employ from outside the bargaining unit only if there is no better-qualified applicant from within the bargaining unit.

2. Failure to apply for any supplemental contract shall not be sufficient reason for refusal of employment in the system nor shall it be reason for non-renewal of any teaching contract.

3. The Association will receive advanced notice of the creation of any additional supplemental positions and shall have an opportunity to negotiate the salary.

4. Once each year, the Superintendent shall provide a list to the Association President of all supplemental contracts. The list shall include: 1. Position, 2. Individual's name holding said position, 3. Date (Effective date of contract).

5. Supplemental contract payments for positions which are not full year activities shall be paid in the payroll period following that period in which duty is completed and such is certified to the Treasurer by the appropriate principal.

6. Supplemental contract payments for full year activities shall be paid in two installments. The first installment shall be no later than the second pay date in December. The final payment shall be no later than the second pay date in June. Final payment shall not be made until after certification of completion of duties is received by the Treasurer.

SECTION G: STRS PICK-UP

The Board agrees, as a condition of employment, to tax shelter employee contributions to the State Teacher's Retirement System (STRS) in accordance with State Retirement System and Federal Internal Revenue Service guidelines and restrictions. This section in no way implies that the Board will contribute any portion of the employee's share of retirement contributions.

For purposes of this paragraph, total annual salary and salary per pay period of each bargaining unit member shall be the salary otherwise payable under this Agreement, as amended. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (1) deferred salary and (2) cash salary.

A member's deferred salary shall be equal to that percentage of said member's total annual salary or salary per pay period which is required from time to time by the State Teachers Retirement System (STRS) to be paid as an employee contribution by said member as a pickup of the STRS employee contribution otherwise payable by said member. A member's cash salary shall be equal to said member's total annual salary or salary per period less the amount of the pickup for said member and shall be payable, subject to applicable payroll deductions, to said member. The Board's total combined expenditures for members' total annual salaries otherwise payable under this Agreement, as amended, (including pickup amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.

The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the "pickup". The Board shall report for Federal and Ohio income tax purposes as a member's gross income said member's total annual salary less the amount of the "pickup". The Board shall report for municipal income tax purposes as a member's gross income said member's total annual salary, including the amount of the pickup.

The pickup shall be included in the member's total annual salary for the purpose of computing daily rate of pay, for determining paid salary adjustments to be made due to absence, or for any other similar purpose.

The pickup shall apply to all payroll payments made after the effective date of this provision.

Should the Board's payment of deferred salary cause an individual bargaining unit member's annuity contributions to exceed the IRS permissible level, any such individual shall have the right to adjust annuity deductions within thirty (30) days of the effective date of this provision.

SECTION H: PAY NOTIFICATION

Members of the bargaining unit will be compensated over the course of the year in twenty-six (26) equal bi-weekly pays through electronic deposit. In years when the calendar would otherwise result in twenty-seven (27) pay periods, the first pay period of the contract year (early September) will result in the pay distribution being one week later

than usual. As a courtesy, bargaining unit members will be provided with electronic notification prior to the end of the preceding school year of the upcoming "skip pay" year. Pay dates shall be established on the Friday following the last day of each pay period.

SECTION I: ELECTRONIC PAY INFORMATION

All bargaining unit members shall have at least the following applicable information on their electronic pay notification information (amounts stated for current pay period and cumulative): City, State, Federal Income Tax, STRS, Sick Days, and Personal Days.

SECTION J: PLAYGROUND AND LUNCH DUTY PAY

Playground and lunch duty may be assigned as duties when necessary. When the schedule does not allow for sufficient coverage through assignment of duties, BUMs will be given the opportunity to voluntarily forego their preparation time or lunch period to cover said duties. Teachers choosing to give up their preparation period or lunch time to serve playground and lunch duty shall be paid at the rate of $12.00 per duty.

At least two (2) staff members (Not necessarily bargaining unit members) will be available for each lunch period for cafeteria and/or other duty at the elementary and middle school levels. Payment for such supplemental contracts will be made in the pay period following that in which the duties are performed and time sheets are submitted to the Treasurer's office.

SECTION K: ATTENDANCE OF CHILDREN OF NON-RESIDENT BARGAINING UNIT MEMBERS

The children of full-time, non-District resident teachers may attend the District on a tuition free basis, consistent with Ohio Revised Code Section 3313.64(F) (8) – open enrollment. Should open enrollment cease to exist as an available attendance option for the District, bargaining unit members who live outside the District and elect to enroll their children in the District will not be required to pay tuition.

SECTION L: SEVERANCE PAY

The Board shall grant severance pay in an amount to be determined by multiplying the daily rate of the teacher's pay at retirement by the total number of accumulated unused sick leave days. This amount shall be paid in a lump sum to the retiree within two and one half (2 ½) months following the effective date of retirement (i.e., if the effective date of retirement is June 1st, the severance will be paid no later than August 15th).

The Board shall grant severance retirement pay only to those bargaining unit members who have at least five years of bargaining unit service with the Board prior to their retirement so long as they have not previously retired under a public retirement system.

Severance retirement pay shall be determined by multiplying the member's daily rate of pay at his/her retirement by the total days of accumulated unused sick leave days. This amount, subject to the limitations set forth below, shall be paid in a lump sum.

The maximum payment which may be made under this agreement may be one-fourth (1/4) of all accumulated sick leave, but in no case to exceed a maximum of thirty (30) days except as provided below:

If the bargaining unit member has ten (10) years bargaining unit experience in the district, he/she may be eligible for increased severance pay according to the following schedule:

> 26-27 years (bargaining unit service in public education) 1/4 accumulated sick leave up to a maximum of 55 days severance pay;
>
> 28-29 years (bargaining unit service in public education) 1/4 accumulated sick leave up to a maximum of 65 days severance pay;
>
> 30 + years (bargaining unit service in public education) 1/4 accumulated sick leave up to a maximum of 70 days of severance pay.

A bargaining unit member who, upon retirement, has used fewer than four (4) days of sick and/or personal leave in their last complete school year (or full calendar year for those retiring before the end of a school year) shall be paid for an additional ten (10) days of accumulated sick leave. Unpaid leave (dock days) reduce the number of days of sick/personal leave in this calculation. For example, if a bargaining unit member takes one (1) day unpaid leave, for

any reason, he/she would have to use less than three (3) days of sick and/or personal leave to qualify for this incentive.

A bargaining unit member who, upon retirement, has reached three hundred (300) days of accumulated sick days , shall be paid for an additional ten (10) days of accumulated sick leave. For a bargaining unit member who reaches the maximum before or during their final year of employment, usage of up to fifteen (15) days in the final year will not be counted against the maximum for calculation of this incentive.

A bargaining unit member who retires under STRS guidelines shall be paid for an additional fifteen (15) days of accumulated sick leave provided that notification of retirement is received by the Board at least 4 months prior to the retirement date.

The daily rate of pay shall be determined by dividing the number of contract days into the total annual salary (exclusive of extra pay or supplemental contracts) of the bargaining unit member.

Payment under this section shall be made upon certification of approval of either service retirement or disability retirement benefits by the State Teachers' Retirement System provided, however, that the retirement be effected within one (1) calendar year of the last day of active service.

Except where specifically stated, the term "year" as used in this section shall mean at least one hundred twenty (120) days of service in a school district under a teaching contract.

Payment of severance in Columbiana Schools or any other district shall eliminate all accumulated sick leave at the time of payment.

On the effective date of resignation of a bargaining unit member, for purposes of retirement or otherwise, all compensation due and owing will be paid in the payroll that includes the effective date of resignation and participation in the District’s health care insurance coverage(s) will cease as of that date.

SECTION M: PROFESSIONAL DEVELOPMENT REIMBURSEMENT

The Board agrees to provide $13,000 for each school year during the term of this contract for the purpose of reimbursement of the actual cost for tuition from an accredited college or university. The reimbursement rate will be set at the actual cost paid by the bargaining unit members. Actual utilization during any July to June period shall determine the percentage of payment due to bargaining unit members requesting reimbursement. Bargaining unit members who do not return to the District the following year are not eligible for reimbursement. All monies not expended in the current year, after 100% reimbursement, will not be carried over to the next year's balance.

Each eligible bargaining unit member shall be reimbursed for credit under this policy upon submission to the Superintendent of evidence of the completion of the courses.

Requests for reimbursement for a yearly benefit period must be filed with proper documentation to the Superintendent by June 30, of the benefit period. Reimbursement for the yearly benefit period shall be paid by July 31, following the close of the benefit period.

All hours taken by bargaining unit members under this policy shall be limited to those for certification or licensure purposes (first masters, 6 semester hours per five year licensure cycle, renewal, or upgrade). Also, hours needed to meet the requirements of the Third Grade Guarantee will be eligible for reimbursement. Credit hours earned for which the bargaining unit member was paid a stipend for attendance and/or was paid for a regular work day are not eligible for reimbursement.

SECTION N: EXTRA-PERIOD TEACHING PAY

When a bargaining unit member agrees to cover for an absent teacher, he/she shall be paid twenty dollars ($20.00) per period. The bargaining unit member has the option of teaching the subject matter of the absent teacher, teaching another subject, or simply providing supervision of the students. Subject to the approval of the building principal, a bargaining unit member may agree to cover for another without compensation.

SECTION O: MILEAGE

The Board shall pay the current IRS rate for authorized automobile travel. For mileage expenses that total less than twenty-five dollars ($25.00), payment shall be made twice per year (by December 15th and by June 30th). Expenses in excess of twenty-five dollars ($25.00) will be paid as submitted.

SECTION P: EXTENDED TIME

All extended time shall be paid at the per-diem rate of the teacher. As used in this section "extended time" shall mean the time paid on a supplemental contract that is a continuation of regularly assigned program duties. This shall not apply to other supplemental contracts.

SECTION Q: PAYROLL DEDUCTIONS

The following payroll deductions shall be available.

1. Insurance
2. Educator's Mutual
3. Credit Union
4. Annuities provided there is a 5% showing of interest
5. Professional Dues
6. Ohio Tuition Trust
7. CAFSA (Columbiana Alumni and Friends Scholarship Association)

The initial enrollment for credit union deductions shall take place no later than the first pay of the school year or within the first pay period of employment.

Changes in deductions may occur no more than once per school year.

SECTION R: STUDENT TEACHERS

A Bargaining Unit Member that works with a student teacher will be given the option to receive the credit hours or the stipend that is provided to the District from the University.

ARTICLE VII
LEAVES

SECTION A: SICK LEAVE

1. Each unit member shall be entitled to accumulate sick leave credit at the rate of one and one-fourth (1 1/4) days per month and at a maximum of fifteen (15) days per year.

2. Any unit member transferring to the employ of the Board shall be credited with the unused balance of his/her accumulated sick leave upon verification of such accumulation from the proper public agency pursuant to Section 3319.141 of the Ohio Revised Code.

3. A bargaining unit member may use sick leave for absence due to personal illness, injury, pregnancy (use of sick leave after birth is limited to 6 weeks or when released to return to work by doctor, whichever is later), exposure to contagious disease which could be communicated to other employees or children, and absence due to illness or death in the immediate family. Sick leave shall be limited to the maximum sick leave accumulated by the unit member. Unit members granted such leave shall be replaced by a substitute teacher when possible.

4. Immediate family for the purposes of this policy shall include: spouse, children, father, mother, brother, sister, in-laws, grandparents, grandchildren, aunts, uncles, nieces, nephews, or legal guardians.

5. The use of sick leave is subject to Section 3319.141 O.R.C. The basis for computing a day's pay shall be the unit member's annual base pay divided by the number of his/her work days in the school year.

6. Should a unit member have less than five (5) days of accumulated sick leave available at the beginning of a school year and have a sick leave absence in excess of the available accumulation, such unit member will be advanced the difference between his/her accumulated sick leave and five days. Any sick leave days so advanced will be charged against the unit member's subsequently accumulated sick leave or deducted from the member’s final check if the member is no longer with the District and has not accumulated enough for the pay back. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited in taking appropriate disciplinary action for any unauthorized absence without approved leave..

7. Sick leave accumulation shall be limited to three hundred (300) days.

SECTION B: BEREAVEMENT LEAVE

Members of the bargaining unit shall be entitled to bereavement leave. The leave is intended for use upon death of non-family members with close ties to the bargaining unit member.

Said leave shall be limited to two (2) days per incident, not to exceed three (3) days per year. Days are to be charged against sick leave.

Additional leave may be granted and charged against personal leave.

An obituary notice may be required.

SECTION C: PERSONAL LEAVE

1. Bargaining unit members shall be granted three (3) non-cumulative days of personal leave annually without loss of pay. One of these days may be attached to a holiday or school break/recess if necessary. Except in cases of urgent necessity, application for such leave shall be made in writing to the building principal at least three (3) days prior to the beginning of such leave.

2. Additional days of personal leave may be granted at the discretion of the Superintendent in the case of an emergency (e.g., catastrophic illness). The bargaining unit member shall be required to notify the Superintendent as to the nature of the emergency in order to be considered for additional days. All information pertaining to such emergency situations shall remain confidential. Nothing herein shall be considered to create an expectation that additional personal or unpaid leave will be granted to any

bargaining unit member nor is the Board in any way limited in taking appropriate disciplinary action for any unauthorized absence without approved leave.

3. Personal leave shall be granted to conduct personal or business affairs that cannot be taken care of outside the regular school day. Personal leave shall not be authorized for participating in gainful employment.

4. Personal leave shall not be used in lieu of sick leave unless and until the unit member has exhausted his/her accumulated sick leave and any advance of sick leave made pursuant to Article VI, Section (A)(6). Personal leave days shall not be deducted from the bargaining unit member's sick leave.

5. No more than ten percent (10%) of the unit members in any building shall be granted personal leave at the same time. Fractions shall be rounded to the next whole number.

   Upon approval of the building principal, the ten percent (10%) limitation may be waived. Fraudulent use of personal leave shall result in disciplinary action as may be deemed appropriate.

6. All unused personal leave days shall be converted to sick leave at the end of the school year.

SECTION D: ASSAULT LEAVE

1. A bargaining unit member who is absent due to a physical or mental disability (doctor's certificate required) resulting from a physical assault on the teacher which occurs in the normal course of Board employment shall be entitled to assault leave in accordance with Ohio Revised Code 3319.143.

2. A statement to the Superintendent will indicate the nature of the injury, the date of the occurrence, the identity, if known, of the individual(s) causing the assault, and the facts surrounding the assault.

3. If medical attention is required, the unit member shall, upon request, supply a certificate from a physician stating the nature of the disability and its anticipated duration. The leave shall be granted for up to thirty-five (35) days. While on assault leave, the teacher will receive full pay, less any worker's compensation he or she receives, and fringe benefits as though he or she were actively employed.

SECTION E: PROFESSIONAL LEAVE

1. Each bargaining unit member may be granted paid professional leave for professional meetings, clinics, school visitation, workshops, or student related activities as approved by the Building Principal and Superintendent. Payment shall not exceed as approved in advance for the professional leave.

2. The Board shall pay upon proper documentation, the bargaining unit member's registration, transportation, lodging and meals associated with such approved leave within two weeks of the presentation of proper documentation if the expenses total at least twenty-five dollars ($25.00). Payment for lodging shall be limited to the maximum established by the Board. Payment for meals will be limited to one meal per day at a maximum of twenty dollars ($20.00) if all eligibility requirements are met under IRS regulations that permit a non-taxable meal reimbursement. For a meal to be non-taxable, an overnight stay must be approved and the meal cannot be included in the cost of the conference or hotel. Also, a detailed receipt must be provided. For expenses that total less than twenty-five dollars ($25.00), payment will be made twice per year (by December 15th and by June 30th). Expenses in excess of twenty-five dollars ($25.00) will be paid as submitted.

SECTION F: PARENTAL LEAVE

1. Parental leave is absence from school <u>without pay</u>, by a teacher for childbearing, childrearing (within the first two years after birth or adoption), or adoption purposes. A teacher who desires a parental leave shall notify the Superintendent at least thirty (30) days in advance of the intended commencement of said leave or shall, if after the birth of the child, commence the day on which the bargaining unit member could return to his/her duties (6 weeks after the birth or when released to return to work by doctor, whichever is later or upon exhaustion of sick leave if prior to 6 weeks).

   This notification shall be in writing and shall indicate the actual date, if possible, for commencement of the leave. In emergency situations, the thirty (30) days shall be waived.

2. A bargaining unit member with two or more years bargaining unit experience shall have the option of extending parental leave through the quarter or semester in which the leave begins, or the remainder of the school year. If additional leave is needed, the teacher must take all of the following school year.

3. A bargaining unit member with less than two years bargaining unit experience shall have the option of extending parental leave through the quarter or semester in which the leave begins, or the remainder of the school year.

4. Teachers who have requested and been granted parental leaves of absence shall notify the Superintendent of their intention, in writing, to return from such leaves for the succeeding year not later than April 1.

5. While on unpaid parental leave, bargaining unit members are entitled to paid insurance coverage for a minimum of nine weeks. In the event expiration occurs within a grade period, coverage will extend to the end of that period. Any bargaining unit member wishing to maintain insurance coverage must make appropriate COBRA payments not later than the 1st month after expiration of previous stipulations.

SECTION G: COURT DUTY LEAVE

A member of the bargaining unit appearing as a juror or a witness subpoenaed for a court hearing shall be granted all necessary leave. Such leave shall be with pay.

SECTION H: MEDICAL LEAVE

Upon proper documentation, medical leave shall be granted, upon request, to any bargaining unit member, subsequent to the use of sick leave, for serious illness of the bargaining unit member. Such leave shall be without pay and shall not exceed two (2) full years. The Board shall continue to pay all benefits of bargaining unit members to the extent required under FMLA.

While on unpaid medical leave, bargaining unit members are entitled to paid insurance coverage for a minimum of nine weeks. In the event expiration occurs within a grade period, coverage will extend to the end of that period. Any bargaining unit member wishing to maintain insurance coverage must make appropriate COBRA payments not later than the 1st month after expiration of previous stipulations.

SECTION I: SABBATICAL LEAVE

A bargaining unit member who has completed five years of service with the Board may request a leave of absence with part pay.

Such leave must be for a complete school year. The unit member shall submit to the Superintendent for approval a plan for professional growth prior to consideration of the request by the Board and Superintendent. At the conclusion of the leave, the unit member shall provide evidence that the plan was followed. The unit member must return to the school district at the end of the leave for a period of at least one year.

Such a unit member granted a leave shall be paid the difference between the substitute's pay and the unit member's expected salary.

While on sabbatical leave, bargaining unit members wishing to maintain insurance coverage must make appropriate COBRA payments not later than the completion of the first month of such leave.

Use of sabbatical leave shall be subject to the restrictions set forth in Section 3319.131.

SECTION J: OTHER LEAVES

At their written request, bargaining unit members may be granted leave without pay, upon the recommendation of their building principal or immediate supervisor, at the discretion of the Superintendent. Such an absence shall not be considered an unauthorized absence.

Nothing herein shall be considered to create an expectation that such unpaid leave will be granted nor is the Board in any way limited in taking appropriate disciplinary action for any unauthorized absence without approved leave.

While on leave, bargaining unit members wishing to maintain insurance coverage must make appropriate COBRA payments not later than the completion of the first month of such leave.

SECTION K: FAMILY MEDICAL LEAVE ACT LEAVE (FMLA)

In accordance with Federal law, bargaining unit members will be entitled to up to twelve (12) weeks of Family and Medical leave per Board policy 3430.01.

ARTICLE VIII
BENEFITS

SECTION A: INSURANCES *(A SUMMARY OF BENEFITS WILL BE MADE AVAILABLE ONLINE)*

Life Insurance

The Board shall provide each member of the bargaining unit with fifty thousand dollars ($50,000) term life insurance with double indemnity for AD & D, subject to the provisions of the Board's group life insurance policy. Bargaining unit members that exceed age limitations may be subject to benefit reduction.

Hospitalization/Major Medical

The Board shall provide single person and family hospitalization, medical and major medical coverage for all full-time unit members as outlined below. The Board will pay a percentage (%) of premium for coverage for a bargaining unit member contracted for at least 30 hours per week equivalent to their FTE less the employee contribution amount with the unit member picking up the balance.

Employees working less than 30 hours per week are not eligible for the District's health insurance coverage.

The Board will pay its proportionate cost of the premium for one (1) family health care plan or two (2) single health care plans for any married couple when both are employees of this Board. The health care plan shall include coverage for hospitalization/major medical, prescription, vision, and dental care.

Dependent Coverage

Eligible dependents of full-time bargaining unit members are covered as required by law (including the "birthday" rule).

Eligible dependents are covered to age 19 years or 23 years, if dependent upon bargaining unit member for support and a regular one-half (1/2) time or more student. Dependents that are eligible under state or federal law (currently set at age 26) that fall outside of this criteria may be covered under the plan with the bargaining unit member paying the full cost of such coverage as allowed by law.

The Board shall offer a plan that equals the 60% minimum value as defined by the Affordable Care Act once defined to eligible employees who may otherwise not meet affordability requirements. This plan may also be offered to any employee who elects the coverage as an option to the existing plan.

SPOUSAL COVERAGE

Dependent spouses must first utilize their employer/retirement benefit plans if coverage is available to them at any cost. A spouse must elect coverage through his/her employment/retirement as follows:

> If the spouse of a Plan Participant is eligible through an employer or retirement system that provides employee benefits (health care and prescription drugs) for either single or family coverage said spouse must apply for and accept such coverage. The spouse must apply for the appropriate level of coverage, single or family, if the family has dependent children. Failure to obtain such coverage shall result in the Board providing only secondary coverage for the eligible spouse and/or dependent children. Processing rules for dependent children shall follow normal COB provisions. If a spouse's plan does not have prescription drug coverage, upon verification from the spouse's employer, the bargaining unit member may enroll in family coverage; however, such coverage will be secondary for the spouse and dependent children if applicable under COB provisions (the bargaining unit member will make contributions in accordance with this contract).
>
> If a plan is available and the bargaining unit member's spouse and/or dependent children are not enrolled in it, the bargaining unit member must pay an additional two hundred dollars ($200.00) each month that he/she is not enrolled. The bargaining unit member must provide proof from the spouse's employer that they are enrolled. If coverage is not available, the bargaining unit member must provide a statement from the spouse's employer stating that coverage is not available. A bargaining unit member who does not provide proof of coverage or a statement that coverage is not available will be charged the two hundred

dollars ($200.00) per month until the documentation is received. The deduction will be stopped in the month that the documentation is received and no refund will be given for prior months' deductions.

It is the responsibility of the employee to notify the Treasurer's office of any change in eligibility of a spouse or dependent children. Failure to provide timely notification may jeopardize coverage.

If an employee submits false information or fails to timely advise the Plan of a change in the employee spouse's eligibility for employer (or retirement plan) sponsored group health insurance and/or prescription drug insurance, and such false information or such failure by an employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the salary or benefits to which the employee would otherwise be entitled. In addition, the spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to disciplinary action by the Board, up to and including termination of employment.

INSURANCE PLAN

Effective January 1, 2017, the Board shall offer the Portage Area Schools Consortium (PASC) Minimum Essential Coverage plan to eligible bargaining unit members.

Alternatively, bargaining unit members may choose to be covered under the traditional deductible insurance plan offered by PASC as follows:

The insurance plan will remain with the Portage Area Schools Consortium (PASC) Plan Design for a $250 Deductible Plan with the RX C plan. Alternatively, bargaining unit members may choose to enroll in the PASC Minimum Essential Coverage plan instead of the traditional plan.

PREMIUM DECREMENT INITIATIVES

Effective September 1, 2016, all employees must be Tobacco Free. Employees must complete paperwork as required by PASC in order to qualify for the decrement.

Employees who are not Tobacco Free, or who do not complete the necessary paperwork, shall contribute an additional 10% towards their monthly premiums for all lines of coverage until such time they are Tobacco Free or complete the paperwork by November 30th, in the 1st year of the contract. Subsequent year's paperwork must be complete prior to April 30thof each new contract year. (There will be no refund for prior contributions for lack of completion).

Bargaining unit members shall be required to participate in the following initiatives provided by the district's health care provider that provide premium credits to the district by December 31st of each year:

1. Annual participation in Biometric Screening*
2. Completion of a Health Risk Assessment as required**

If a bargaining unit member does not participate in these initiatives, they will be charged a $50 per month contribution surcharge until such time that all initiatives are completed.

The district's health care provider does not provide individual results related to such testing to the District and an individual's rates will not be affected by their individual results.

* A biometric health screening is a short health examination that indicates your risk for certain diseases and medical conditions. It helps you understand where you should take action to improve your health. Employees must complete the requirements as defined by the district's health care provider to qualify for a premium decrement.

** A health risk assessment is a method of describing a person's chance of falling ill or dying of a specified condition, based on actuarial calculations that compare the chances of acquiring the condition with those of the general population expressed as the expected age at which death or disease will occur, and intended as a way of drawing the person's attention to the probable health consequences of risky behavior. Employees must complete the

requirements as defined by the district's health care provider to qualify for a premium decrement.

CONTRIBUTIONS

All bargaining unit members shall contribute eleven percent (11%) per month towards their monthly premiums for all lines of coverage based on their selected plan. Effective July 1, 2016, bargaining unit members shall contribute ten point eight percent (10.8%) per month towards their monthly premiums for all lines of coverage based on the selected plan. Deductions will begin on the first payroll date in July. Any changes in contributions will become effective the first pay date in July (with the exception of a negotiated change in coverage, then the change will be effective the first pay of the month of the change) so long as premium information is available, adjustments will be made if needed, so that the amount deducted from July to June equals the required percentage of the actual premium.

OPTING OUT

A bargaining unit member can elect to opt out of all coverage, Prescription, Dental or Vision. A bargaining unit member cannot elect Prescription coverage without Hospitalization, but can elect Hospitalization without Prescription.

Any full-time bargaining unit member eligible for health insurance paid for by the Board who elects not to enroll and/or participate in the hospitalization and prescription program will be paid a cash bonus of two thousand dollars ($2,000.00) per year. Each bargaining unit member electing the cash bonus plan must declare his/her intent not to participate and remain off the plan for one full year from September 1 through August 31. The cash payment will be made with the second payroll in September each year for the prior year. To be eligible for payment, the bargaining unit member must provide proof of coverage elsewhere. This payment does not apply to spouses who work with in the district.

If a bargaining unit member elects to opt out one year, he/she may rejoin the group insurance coverage effective October 1 of the following year in accordance with open enrollment provisions in the employee benefit plan. Advance written notice must be provided during the month of September to the Treasurer. Any bargaining unit member who elects to opt out but later loses coverage under another plan will be eligible to apply for enrollment in the district's insurance plans in accordance with the special enrollment provisions in the employee benefit plan. In this case, the cash bonus will not be paid.

In the event that the law imposes a penalty that adversely effects the district resulting in no significant savings, the CEA and the Board agree to open the contract to address Article VII Benefits - Section A: Insurances and Article VI Compensation.

Dental

The Board shall provide all full-time unit members with single or family dental coverage. The bargaining unit member shall have the option of selecting single or family coverage. Bargaining unit members who opt-out of medical/prescription may elect dental coverage by making the required contribution.

Optical Insurance

The Board shall provide group optical insurance coverage for all full-time unit members. At the option of the employee, the optical coverage shall be either family or single coverage. Bargaining unit members who opt-out of medical/prescription may elect optical coverage by making the required contribution.

SECTION B: CHANGE IN CARRIER

The Board shall have the right to change carriers during the term of this Agreement so long as the coverage is at least equal to or greater than provided for by the predecessor carrier.

SECTION C: BENEFITS WHILE ON APPROVED LEAVE OF ABSENCE

The Board shall continue to carry on payroll all unit members who are on approved leave of absence if qualified. A bargaining unit member who is in an active pay status (i.e., using sick leave) will be covered the same as if actively at work. A bargaining unit member who is in an inactive pay status (i.e., unpaid leave time) will be offered COBRA as required by law when paid benefits cease. For any months for which benefits are being paid by the Board, the unit member shall make the same contribution towards their premium that actively employed bargaining

unit members (BUMs) make. Said unit members shall make payment in an initial lump sum or on a month-to-month basis at his/her option.

ARTICLE IX
JOB SECURITY

SECTION A: GENERAL PROVISION

The Board and the Association agree that Section (B) Teacher Evaluation, Section (D) Fair Dismissal (Non-Renewal) shall supersede those provisions in O. R. C. 3319.11 and 3319.111 that refer to teacher evaluation and the non-renewal of a limited contract employee.

SECTION B: TEACHER EVALUATION

A. OTES Bargaining Unit Members

For OTES teachers, the District will utilize the Board's standards-based teacher evaluation system set forth in Appendix "F". All matters contained within the System shall be considered grievable under the grievance procedure contained within this contract and in accordance with the provisions of this Article.

Any revisions to the Board's standards-based teacher evaluation system must be bargained prior to implementation in accordance with law.

B. Non-OTES Bargaining Unit Members

For non-OTES members of the bargaining unit, the following will continue to be implemented:

1. A formal teacher evaluation shall consist of two (2) observation sessions conducted by the building principal of at least thirty (30) minutes each. Returning the following day to observe the continuation or conclusion of a lesson or project shall not count as separate observations.

2. A pre-observation conference shall be conducted within five (5) days of the first observation. During this conference the teacher shall provide evidence that demonstrates (a) planning to meet academic standards, (b) student assessment strategies, (c) establishing positive learning environments, (d) developing professionalism, and (e) instructional strategies that promote higher level thinking skills. Pre-observation conferences shall not be required for subsequent observations during the same school year unless deficiencies are identified during the previous observations. The requirement for additional pre-observation conferences shall be noted by the evaluator on the observation.

3. Copies of completed observation forms will be sent to the teacher within five (5) work days of each observation. Should a post-observation conference be deemed necessary by the building principal or teacher, the conference shall be held within seven (7) work days after the observation was completed.

4. A post-observation conference shall be held between the teacher and the administrator who conducts the observation within ten (10) work days after completion of each classroom observation in an evaluation cycle. During the conference, the administrator shall provide and review his/her written reports covering the classroom observation. The report will cover all areas observed by the evaluator and will include comments as may be applicable to both the strengths and weaknesses of the teacher. The final evaluation will be delivered after the second post-observation conference.

   The report shall be made in triplicate, with one (1) copy to be provided to the teacher, one (1) copy to be retained by the administrator who made the evaluation, and one (1) copy to be filed in the office of the Superintendent.

   Each copy will be signed by the teacher, thereby acknowledging that the teacher is aware of the contents thereof. Any teacher who differs with the findings and conclusions set forth in the written report may respond to the report in a written reply. The reply as submitted by the teacher shall be filed with the evaluation report and shall become part of the evaluation record.

5. Teachers on continuing contracts will be evaluated at least once every three (3) years. Teachers on limited contracts shall be evaluated a minimum of two (2) times per school year. The first evaluation cycle shall be completed before January 31st. The second evaluation cycle shall be conducted between February 1st and May 1st unless a previously noted deficiency necessitates an earlier second evaluation cycle.

In the case where no deficiencies are noted during the first evaluation cycle of a school year the building principal may, at his/her discretion, complete the second written evaluation based on a single thirty (30) minute observation session. However, under no circumstances may a teacher be recommended for non-renewal at the end of a school year based on evaluation data if fewer than two (2) evaluations comprised of two (2) thirty (30) minute observation sessions each have been performed during that year.

6. In those instances where the written evaluation sets forth performance deficiencies, an opportunity to undertake corrective action and recommendations for improvement will be provided to the teacher. An action plan delineating the actions to be taken and methods of evaluating successful completion of the plan shall be developed by the teacher in concert with the building principal. The teacher may have Association representation during action planning at his/her request.

7. The principal will notify the bargaining unit member that a performance observation will take place within the next (7) work days. At least one (1) observation session per year may be unannounced.

8. All observations to evaluate a teacher on Domain B (Establishing a Learning Environment) or Domain C (Teaching in the Classroom) shall be conducted openly and with the full knowledge and awareness of the teacher. The Association and bargaining unit members recognize that evidence associated with evaluating Domain A (Planning for Instruction) and Domain D (Professionalism) may be gleaned from general and informal observation of the teacher in the entire professional setting. Evaluation on these domains is, therefore, not limited to evidence found only within the classroom setting. The teacher, however, will not be evaluated on any domain based on activities beyond the professional setting nor based on hearsay.

9. No teacher shall be evaluated on his/her classroom performance without observations of his/her classroom work.

10. Unit members assigned to more than one building shall not be formally evaluated more total times per year than other bargaining unit members of like contract status.

SECTION C: DISCIPLINE

1. A meeting with a member of the bargaining unit, by an administrator, for alleged violation of Board rules or regulations or regarding the professional performance or conduct of said bargaining unit member, shall, upon request of the bargaining unit member, be in the presence of an Association representative and the administrator making the charge or imposing the disciplinary action. Adequate notice of such a meeting shall be given to the unit member to select an Association member.

2. Any employee disciplinary action taken shall be progressive, when practicable, and be dependent upon the seriousness of the action and the bargaining unit member's work record. The discipline shall include: warning, written reprimand, probation, reassignment and/or transfer, suspension without pay (3 days or less), and discharge.

3. Disciplinary action relating to supplemental contract duties will be considered aside from disciplinary action that is related to a teaching position, depending upon the seriousness of the action and the bargaining unit member's work record.

SECTION D: FAIR DISMISSAL (NON-RENEWAL)

1. In the event of an anticipated non-renewal, the building principal shall meet with the bargaining unit member, and notify the bargaining unit member of a possible non-renewal. This notice shall apply to those bargaining unit members who have been in the District for more than four years. This meeting will occur not later than May15th. The bargaining unit member will be presented with a written summation (copy to the CEA President) specifying those deficiencies in his/her performance that warrant a non-renewal recommendation. In addition, copies of all Teacher Evaluation Report forms for that school year and other relevant communications will be supplied to the bargaining unit member.

2. A bargaining unit member so informed may request, in writing to the Superintendent, a joint review of the circumstances contributing to this action.

The written request for a joint review conference must be filed with the Superintendent within seven (7) calendar days of the initial conference. The joint review conference to discuss the allegations shall be attended by the bargaining unit member, the bargaining unit member's Association representative(s), the bargaining unit member's principal, and the Superintendent. Said conference shall be held no sooner than seven (7) days or later than fourteen (14) days following the bargaining unit member's request for a meeting. This meeting will take place prior to any official action by the Board.

3. If the Superintendent is going to recommend to the Board a non-renewal, the affected bargaining unit member has the right to a hearing before the Board within fourteen (14) days and prior to any non-renewal action of the Board. When a bargaining unit member elects to have a hearing with the Board, the bargaining unit member, within seven (7) days of receipt of the Superintendent's statement of non-renewal, shall give notice to the Treasurer. Within seven (7) days of the request, the Treasurer shall notify the bargaining unit member and the Association of the hearing date. The bargaining unit member shall have the right to union representation at the hearing and the right to have a hearing in executive session.

4. The Board shall act on the non-renewal recommendation prior to June 1st and notice of the action of the Board shall be given to the bargaining unit member and Association on or before June 1st. If a representative of the Board is unable to deliver any notice required in the above procedure directly to the teacher, then delivery of a copy of such notice to an officer of the Association shall be considered as having satisfied the delivery requirement of this procedure.

5. In the case of immediate suspension, the written notice of allegations shall be presented to the bargaining unit member within twenty-four (24) hours following the suspension and the conference shall be held as expeditiously as possible.

6. No bargaining unit member shall be reprimanded or otherwise disciplined in the presence of other employees or in public. Any and all events related hereto shall be conducted in private and shall remain confidential.

7. Nothing herein shall be construed to deny any individual their right to counsel or right to pursue other legal remedies.

8. For those bargaining unit members who have been employed by the Board for less than four (4) full years, non-renewal may occur upon written notification of the Board's intention not to renew on or before June 1st.

SECTION E: JUST CAUSE

No member of the bargaining unit shall be disciplined, demoted, suspended, or reduced in rank or compensation without just cause

SECTION F: GRANTING OF TEACHER CONTRACTS

1. The following procedures as adopted by the Board will be used to grant teaching contracts:
2. Limited contracts will be for a period of one (1) year.
3. A unit member eligible for a continuing contract, will be considered the following May for the continuing contract. The teacher must inform the Building Principal, with a copy to the Superintendent, in writing of their eligibility by November 1st in the school year in which the teacher becomes eligible. Continuing status shall be granted in accordance with O.R.C. §3319.11. The continuing status will become effective immediately upon Board approval. Failure to provide notification will waive eligibility until May of the following year.

Extended Limited Contracts: The Superintendent may recommend reemployment of the bargaining unit member, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the member written reasons directed at the professional improvement of the member and the means to achieve improvement on or before June 1st. Upon subsequent reemployment of the bargaining unit member only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract

differs with that found in Ohio Revised Code Section 3319.11, the parties intend that this provision replaces and supersedes same.

G: SENIORITY

1. Seniority Defined

Seniority shall mean the length of continuous employment in a bargaining unit position as follows:

Seniority shall begin to accrue from the first day worked in a bargaining unit position that is not a supplemental position.

Length of continuous service shall not be interrupted or affected by Board authorized leaves of absence.

2. Equal Seniority

A tie in seniority shall occur when two (2) or more bargaining unit members have the same amount of seniority credit as determined by the seniority list.

Ties in seniority shall be broken by the following method to determine the most senior bargaining unit member:

The bargaining unit member with the first date worked; then,

The bargaining unit member with the earliest date of employment (date of hire); then,

By the date of their application for their bargaining unit position (this provision shall only apply to staff members hired on or before June 30, 2001); then,

The bargaining unit member with the highest educational level (i.e., BA, 150 Hours, MA, etc.) at the time of hire. **(**This provision shall only apply to staff members hired after June 30, 2001**)**; then,

By lottery, with the most senior bargaining unit member being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Union representative.

3. Super seniority

For layoff purposes only, bargaining unit members employed under continuing contract shall have greater seniority than bargaining unit members employed under limited contract as set forth in Section H., below.

4. Loss of Seniority

Seniority shall be lost when a bargaining unit member retires or resigns; is employed in a full-time non-bargaining unit position; is discharged for cause; or otherwise leaves the employment of the employer.

5. Posting of Seniority List

The seniority list shall be posted annually, by May 10th of each work year. The Employer shall prepare a seniority list indicating the first date worked, the date of Employer resolution to hire, area of certification, and the contract status (limited or continuing of each bargaining unit member). Said list shall be provided to the Union president on or before the date of posting.

The names of bargaining unit members on the seniority list shall appear in seniority rank order with the name of the most senior bargaining unit member appearing at the top of the listing and the name of the least senior bargaining unit member appearing at the bottom of the listing.

The names of the bargaining unit members shall be included on the listing for all areas of current Ohio certification. Bargaining unit member must notify Superintendent of certification prior to list being posted.

6. Correction of Inaccuracies

Each bargaining unit member shall have a period of thirty (30) calendar days after posting of the seniority list in which to advise the Superintendent or his/her designee, in writing, of any inaccuracies which affect his/her seniority.

The Superintendent or his/her designee shall investigate all reported inaccuracies, make such adjustments as may be in order, and post the updated list immediately.

No protests shall be considered after thirty (30) days of the posting of the seniority list and the list shall be considered as final until the next posting.

Should there be a question as a result of the reposting; the aforementioned procedure shall be followed until all questions are resolved.

SECTION H: REDUCTION IN FORCE

1 The Board may implement a layoff for any of the reasons authorized by Section 3319.17 O.R.C. or for a lack of funds. In so doing, the Board shall lay off unit members by suspending contracts of such unit members in accordance with the provisions of this procedure.

"Decreased enrollment of pupils" shall include loss of enrollment in specific instructional programs.

2. The Board may avoid or reduce the need for contract suspensions in the bargaining unit at any time during the term of this agreement through attrition.

3. Attrition and Suspension

a. The number of persons affected by a layoff will be kept to a minimum by not employing replacements for bargaining unit members who die, retire, resign, whose contracts are terminated, or whose contracts are non-renewed. Non-renewal of contracts shall not be used to affect the layoff.

b. Layoffs which cannot be achieved through attrition shall be made by suspension of contracts. Suspensions shall mean that a unit member shall be placed in an inactive state of employment from an active state of employment.

c. For purposes of reduction in force, decisions regarding non-OTES bargaining unit members will be based upon seniority and contract status.

4. Procedure for Layoff

a. At least fourteen (14) days preceding the date of implementation, the CEA President shall be notified in writing of the Board's intent to implement a layoff.

b. At least fourteen (14) days prior to Board action on layoff, a meeting shall be held between representatives of the CEA and representatives of the Board to review appropriate data and discuss the layoff. At this meeting, the administration shall present formalized lists indicating the specific number of positions to be eliminated within each area of certification**/licensure** and a list of unit members to be laid off.

c. A layoff may occur at any time. In the event of an impending layoff, a good-faith effort will be made by the Board to orally notify the affected bargaining unit member as soon as is feasible.

d. All unit members that the Board plans to lay off shall receive written notification by certified mail at least fourteen (14) days prior to Board action that his/her employment shall be suspended and the notice shall state the reason for such suspension.

5. Effect of Seniority and Certification/Licensure

a. With respect to OTES bargaining unit members, the Board shall not use seniority in determining contract suspensions except as specified herein, but shall proceed to suspend contracts for teachers based upon evaluations of those who have been evaluated in accordance with the Board-adopted, standards based evaluation policy and provisions of the collective bargaining agreement. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

b. For the transition period of this Agreement (July 1, 2013 through June 30, 2016), all evaluations above "ineffective" on the teacher performance standards of the evaluation shall be deemed comparable. Full implementation of OTES using student growth data (S.G.D.) may occur once three consecutive years of S.G.D. is available. As of July 1, 2016 and thereafter, unless otherwise negotiated by the parties, comparability will be determined in accordance with the effectiveness rating categories as defined by O.R.C. 3319.112 for OTES teachers.

c. When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:

1. Limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
   a. Comparable evaluations as defined in accordance with provisions of this agreement.
   b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

2. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers will be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
   a. Comparable evaluations as defined in accordance with provisions of this agreement.
   b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

3. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers).
   a. Certification and system-wide seniority shall be the exclusive criteria of any layoff.
   b. Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:
      1. The unit member who bumps must be properly certificated/licensed in the teaching area which he/she intends to bump into.
      2. The unit member who bumps must bump the least senior unit member in the teaching area which he/she intends to bump into.

d. Displacement: Any OTES teacher rated above "ineffective" who is subject to contract suspension by virtue of a reduction in force may displace another (less senior) member in an area of the suspended teacher's certification/licensure as follows:

1. Displacement must be of the least senior teacher with a lower effectiveness rating, when available; then
2. Displacement of the least senior teacher in the same effectiveness rating category, if available.

6. Procedure for Recall

a. All unit members who contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are certified to teach. Teachers shall remain on the recall list for three (3) years, unless tenured, in which case length of time on the list is unlimited.

b. As positions become available, unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach.

Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.

c. A unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.

d. The seniority of a recalled unit member shall be calculated as if service were not interrupted.

e. When an opening(s) occurs, the Board shall send a certified letter to all unit members certified/licensed for the position to their last known address to advise them of such position. It is the unit member's responsibility to keep the Board informed of his/her whereabouts. The unit member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position.

If after being offered reinstatement, a unit member fails to notify the Board within the specified period of time, or if a unit member rejects the offered full-time position, said unit member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District.

f. No teachers new to the district shall be employed until all properly certified/licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.

g. Transfers of unit members employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) is established, the position(s) will be staffed first from the recall list, assuming there are qualified and properly licensed members on the list.

Transfers may be made to a position affected by the layoff after the position(s) has been offered to all properly certified/licensed unit members on the recall list.

h. Unit members remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that unit member's placement or continued placement on the recall list for full-time employment.

i. Laid off unit members shall have the right to maintain insurance coverage by making appropriate COBRA payments not later than the completion of the first month of effective layoff.

j. No unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.

7. To the extent that they do not conflict with the requirements of Ohio Revised Code Section 3319.17, the provisions of this Section supersede any contrary provisions of law.

SECTION I: FILING AND MAINTENANCE OF CERTIFICATION/LICENSURE

1. Teachers shall be responsible for filing with the Superintendent or his/her designee all certificates/licenses issued to the teacher by the Ohio Department of Education (ODE) within fifteen (15) days of receipt of such certificates/licenses. No right or privilege shall be asserted by a teacher by reason of any certificate/license not filed by the teacher as provided herein.

2. As a condition of employment, all teachers must keep current and file with the Superintendent or his/her designee all teaching certificates/licenses held at the time of initial employment by the Board and all certificates/licenses received after such employment. It shall be the responsibility of each teacher to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license as herein provided.

3. The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate certification/licensure.

4. Criminal Records Check – All employees

The Board will provide an opportunity to get a BCI/FBI check one day each year. Bargaining unit members who need the BCI/FBI check for continued employment may schedule their check on that day at no cost to the employee.

Any person who is the subject of a criminal records check under O.R.C. §3319.39 and has been convicted of or pleaded guilty to any offence described in division (B) (1) of §3319.39 of the Ohio Revised Code shall not be hired or shall be released from employment, as applicable, unless the person meets the rehabilitation standards adopted by the department under division (E) of that section.

ARTICLE X
TERMS AND CONDITIONS

SECTION A: PERSONNEL RECORD FILE

1. There will be established and maintained one (1) official personnel record file on certificated/licensed bargaining unit members. This file will be maintained in the central office.
2. Any bargaining unit member shall have the opportunity to read any material before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but shall indicate only that the material has been inspected by the teacher. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.
3. Teachers shall be informed of any complaint by a parent and/or student directed toward them which will become a matter of record.
4. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.
5. Upon request, the bargaining unit member shall be entitled to a photocopy, at no cost, of the contents of his/her personnel file excepting employment references which are labeled confidential.
6. In the event that a person asks to review a bargaining unit member's personnel file, the individual whose file has been requested to be reviewed will be notified and permitted to be in attendance during the review. The review date will be mutually agreed upon and an Association representative, acting on the member's behalf, may be present if the unit member desires.
7. Upon written request to the Superintendent, a bargaining unit member may seek to have material removed from his/her personnel file. The Superintendent will act on the request within fourteen (14) days, informing the bargaining unit member of that decision.

SECTION B: IN-SERVICE DAY

The teacher work year will consist of one hundred eighty-three (183) days.

The Association President shall meet with the Superintendent and/or his representative(s) to develop input into programs and scheduling of an in-service day. It shall be the responsibility of the Superintendent to set up these meetings. At least one (1) day will be allocated in the school calendar for in-service.

SECTION C: DUTIES FOR UNIT MEMBERS ASSIGNED TO MORE THAN ONE BUILDING

Bargaining unit members assigned to more than one building ("shared staff members") shall not be required to perform extra duties in more than one building.

Such shared staff members may be required to attend open house for more than one building. However, if attendance is required at more than one open house, the shared staff member shall be compensated twenty dollars ($20.00) for each additional open house.

In no event shall the shared staff member be assigned more duties than those bargaining unit members assigned to a building on a regular basis.

Shared staff members will be provided with sufficient commute and transition time. Any issues pertaining to the provision and/or adequacy of this time will be referred to the labor-management process, beginning with the Building Committee.

SECTION D: PARENT-TEACHER CONFERENCES

1. Parent-Teacher conferences shall be arranged on a building-by-building basis for a total of twelve (12) hours, with at least three (3) hours in the second semester.
2. Before conferences are scheduled, the building principal will meet and discuss with the Building Representative the decision of the building staff.

3. Prior to the scheduling of Fall and Spring parent-teacher conferences, the elementary principal and kindergarten teachers shall determine whether an additional one half (1/2) day of conferences per teacher is required.

   Should there be a need for such additional time, the kindergarten teacher(s) shall be given release time and a substitute shall be provided.

4. The building principal or a designee shall complete a walk-through of the premises to ensure all unit members and parents have left the building.

SECTION E: LENGTH OF WORK DAY

1. The work day for BUMs shall not exceed seven hours, ten minutes (7 hrs. 10 min.). This time shall include lunch periods, planning periods and any before and after school duties. This time shall be continuous from the time teachers are to report.

2. The work day will occur between the hours of 7:35 A.M. and 3:30 P.M. These times may be changed provided such action is not arbitrary or capricious. Nothing herein shall prevent an adjustment to a teacher's schedule to facilitate appropriate supervision before or after school hours upon mutual agreement between the teacher and building principal.

3. All unit members shall have at least thirty (30) continuous minutes of lunchtime during which they are not assigned any work duties. Unit members may elect to leave the building during this period of time. No more than five (5) members shall leave any given building during any given time period.

4. Each Building Committee shall establish the frequency and dates of building staff meetings at the beginning of each year. When meetings occur, the length and hours of the work day will be extended up to thirty 30 minutes per meeting up to one time per month. A fifteen (15) minute flex time may be utilized up to two (2) times per year to forty five (45) minutes. In the event that meetings are extended to forty five (45) meetings, a meeting scheduled within the year will be reduced by (15) fifteen minutes. If a change in a meeting date is necessary, notification must be provided at least two (2) weeks in advance. A draft agenda for each staff meeting will be disseminated via e-mail at least one (1) day prior to each meeting.

5. While it is the practice and intention of the Administration to routinely schedule meetings within the regular working hours of bargaining unit members, the parties acknowledge that as professional educators, responsibilities sometimes arise which occur or extend beyond the parameters of regular work hours in order to meet the needs of our students. When IEP meetings are scheduled that cannot be scheduled during regular working hours, bargaining unit members will make every effort to be and remain in attendance.

SECTION F: WORK LOAD/DUTIES

The building principal will prepare the first draft of the master schedule for the coming year prior to the end of the current school year and shall solicit suggestions from the staff for use in developing future drafts. The final master schedule including all special teaching assignments and planning periods shall be posted by the first teacher day of each school year.

When duties are being assigned, consideration will be given to the work load of each bargaining unit member. If duties are assigned to bargaining unit members whose responsibilities regularly include grading of papers, duties that can allow for time for that, when practicable (i.e., study halls), will be assigned. When possible, bargaining unit members may be given the opportunity to volunteer for particular duties in lieu of another responsibility. Duties will be rotated when possible.

Guidelines will be developed to outline the expectations of what each duty entails. These guidelines will be reviewed each year and provided to substitute teachers. A schedule of duties will be posted by the first teacher day of each school year. Each building will review the schedule on opening day.

If the Building Representative finds it necessary, he/she shall bring the issue to the attention of the Building Committee by completing an Issue Report Form. The Building Committee, where possible, shall make the necessary changes to make the work load equitable within departments or grade levels as determined by the Building Committee.

In an effort to equalize and/or balance workload issues, a meeting will be convened by grade level/subject area upon mutual agreement of the association and administration. Topics shall include, but are not limited to, student performance, class rosters, accurate numbers of county student and students with special needs.

SECTION G: TEACHER ASSIGNMENT

The building principal shall inform the bargaining unit member(s) and the CEA President of possible changes in staff assignments with rationale based on student course selection as soon as possible after student course selections have been completed but in no case later than July 10th. A list of affected bargaining unit members and subject-areas/disciplines will be provided to the CEA President at this time.

All bargaining unit members shall receive, in writing, prior to June 10th each year, their teaching assignment for the upcoming school year relative to subjects and/or grade level. When teaching assignments are indefinite, bargaining unit members will be informed orally; they will receive written notification of their assignment after final master schedules have been written. The Board and/or the Administration may make a change in assignments subsequent to June 10th, provided such action is not arbitrary or capricious.

SECTION H: POSTING OF VACANCIES

1. Vacancy Defined

   Unless the provisions of the Layoff provisions are implemented, a vacancy in a bargaining unit position shall exist when:

   a. a bargaining unit member dies;

   b. a bargaining unit member resigns;

   c. a bargaining unit member retires;

   d. a bargaining unit member has his/her limited teaching contract non-renewed;

   e. a bargaining unit member has his/her teaching contract terminated;

   f. a bargaining unit member is transferred;

   g. a bargaining unit member is promoted; or

   h. a new position is created within the bargaining unit.

   Written notice of all vacancies shall be provided to each principal, the CEA President, and shall be posted in each school. In addition, as a courtesy, notification of vacancies will be e-mailed to each bargaining unit member on their District e-mail account.

2. When schools are not in session, the notices shall be posted in the Superintendent's office, and sent to the CEA President via school e-mail.

   Internal and external postings may run concurrently for resignations or retirements that occur after the end of the current school year.

   Notice of vacancies occurring during the summer months shall be sent to bargaining unit members via school email addresses.

   In all instances, the notice shall specify the last day for acceptance of applications.

   Normally, vacancies will be posted for at least seven (7) days.

3. Bargaining unit members may apply for posted vacancies in an area of their current Ohio certification. Such application shall be filed with the Superintendent by the deadline on the Vacancy Notice. Each such applicant will be interviewed for the vacancy. At the request of an unsuccessful applicant, there shall be a meeting with the Superintendent and/or building principal within fourteen (14) days of such request for the purpose of discussing the reasons for the decision not to select the applicant for the vacancy.

   An applicant's seniority will be one factor considered in filling any vacancy. In the event that an applicant contests the decision of the Superintendent, a committee composed of the Superintendent, the building

principal, and two teachers appointed by the CEA shall be formed to discuss the issue. The Superintendent shall make the final decision, after input from that committee.

4. Postings shall include the following:

   a. Position available

   b. Certification/licensure and other requirements for the job

   c. Deadline for application

   d. Effective starting date

   e. Any additional information

SECTION I: VOLUNTARY CHANGE OF ASSIGNMENT

Teachers may request a change of assignment in accordance with the following procedures:

1. Change of assignment shall refer to (1) change in building (2) change of year/level (3) change of subject-area/discipline (e.g., science to English).

2. Changes of assignment requests may be initiated by teachers using the following guideline: A change of assignment form shall be completed and submitted to the office of the Superintendent by April 15 prior to the school year in which the change of assignment would occur.

SECTION J: INVOLUNTARY CHANGE OF ASSIGNMENT

1. Every reasonable effort shall be made to avoid involuntary changes of assignment by fully utilizing the voluntary change of assignment procedure, including a review of the change of assignment forms on file prior to an involuntary assignment. If no bargaining unit member requests a vacant position, seniority will be one factor considered in filling the vacancy. The employer will make every reasonable effort to involuntarily transfer the least senior certificated/licensed bargaining unit member to the position.

2. If the Administration directs an involuntary change in assignment in a building, year/level, or subject-area/discipline, reasons for the change of assignment shall be given to the affected bargaining unit member(s) no later than seven (7) days subsequent to the change of assignment. If requested by the bargaining unit member, there shall be a meeting with the Superintendent within fourteen (14) days of the effective date of the change of assignment. The purpose of the meeting shall be for discussion of the reasons for the change of assignment.

   The bargaining unit member shall have the right to have an Association representative present. Teachers being involuntarily reassigned will be assigned only to positions for which they are fully and properly certified/licensed. An involuntary change of assignment shall not be for arbitrary or capricious reasons.

SECTION K: PLANNING PERIODS

1. The schedule for each full-time equivalent teacher who is assigned to a school with a school day of six (6) hours or longer exclusive of the lunch period shall include at least two hundred (200) minutes per week of planning. Each year staff input will be considered for determining planning time for each bargaining unit member.

   Elementary bargaining unit members shall be scheduled a prep time each day. In the event that an elementary bargaining unit member is scheduled without prep time on any particular day, he/she shall be relieved of all additional duties for that day unless compensated at the rate of fifteen dollars ($15.00) per duty.

2. To safeguard instructional time, appointments with bargaining unit members shall be scheduled during planning periods or at another mutually agreeable time.

3. A bargaining unit member employed for at least 50% of the day in a regular teaching position will be entitled to planning time based on the FTE of the position.

SECTION L: ACADEMIC FREEDOM

1. The private life of a teacher is not within the appropriate concern or attention of the Board except as it may directly affect the teacher in properly performing his/her assigned functions during the workday.

2. Teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, will be grounds for any discipline or discrimination with respect to the employment of such teacher providing said activities are not violative of law.

3. The Board and Association recognize the importance of learning and the maintenance in the schools of an atmosphere of freedom which creates an environment for students to investigate, interpret, to analyze, and to form an evaluation of information on all sides of the critical issues arising from the prescribed course of study.

SECTION M: NOTICE FOR SCHOOL CLOSINGS AND TIME FOR REPORTING TO DELAYED OPENINGS/CALAMITY AND MAKE-UP DAYS

1. A decision by the Superintendent of Schools to close the entire system or a particular building by reason of a health hazard, extreme weather, utility shortage, mechanical failures or for other proper and lawful reasons shall be communicated promptly to the teaching staff and local news media for priority dissemination to students and teaching staff.

2. Teachers shall not be required to report for duty when the system or a particular building is closed as stated above. The decision of the Superintendent to delay the commencement of the school day for either the entire system or a particular building due to any of the aforementioned reasons likewise shall be communicated promptly to the teaching staff and local news media.

   In the event of a delayed starting time, affected bargaining unit members will be required to report at the appropriate delayed time. (i.e., for a 2 hour delay, bargaining unit members will report 2 hours later than their regularly scheduled start time.)

3. Make-up Days/Calamity Days

   a. As part of the school calendar, the Board shall include make-up days in order of priority.

   b. If, after the Board has adopted the school calendar for any given school year, it is necessary for the Board to revise the calendar, Association representatives will be given an opportunity for input as to the calendar revision.

   c. The District may allow up to 5 paid “calamity days,” as determined by the Board. Beyond any declared calamity days, the Board will utilize up to 3 paid on-line instruction days (e.g. "Blizzard Bag" days). Beginning with calamity days beyond any Board-determined on-line instruction days, subsequent days will be made up as indicated on the Board approved calendar. The CEA and the Administration will collaborate on the format and procedures for any on-line instruction days. Subject to ORC 3313.482.

   d. The parties hereby acknowledge that days made up beyond those determined as set forth in c., above, will be without additional compensation.

SECTION N: SCHOOL CALENDAR

The Association Calendar Committee shall develop recommendations for the school calendar and shall forward said recommendations to the Board of Education by January 1, of each year. The Board shall seriously consider the recommendations.

SECTION O: LIBRARIAN

The librarian shall be permitted to exchange two parent-teacher conference days for one day before the start of the school year, and one day after the close of the school year.

SECTION P: CLASSROOM SUPPLIES

The Board shall order classroom supplies well in advance so that the supplies are available to the unit member on the first (1st) workday of the school year.

The Board shall not be in violation of this section of the contract if the order for supplies was made on or before July 15.

Unit members shall be permitted to request purchase of actual and necessary supplies, as determined by the unit member, to provide children with the education necessary for that unit member's grade level.

SECTION Q: CLASS SIZE

This school district has a philosophy of maintaining the lowest student/teacher ratio possible. The philosophy shall remain in effect as stated for the term of this contract.

In an effort to equalize and/or balance workload issues or when an initial class list exceeds 25, a meeting will be convened by grade level/subject area upon mutual agreement of the association and administration. Topics shall include, but are not limited to, student performance, class rosters, accurate numbers of county students and students with special needs.

SECTION R: CHILDREN OF ON-DUTY BARGAINING UNIT MEMBERS

Children of B.U.M. shall be permitted to accompany parent to school before the start of school day and after school day, but not when classes are in session. The parent is to be held responsible for conduct of child. Failure to control the child will result in loss of privilege for that individual.

SECTION S: HOMEROOM LIST DISTRIBUTION

Each unit member assigned a homeroom in grades K-8 shall have available to him or her in his or her school mailbox a tentative homeroom list at least one week prior to the students first reporting day. Teachers will keep this information confidential until it is made public by the building principal.

SECTION T: ASSIGNMENT TO COMMITTEES

No unit member will be involuntarily assigned to any committees.

SECTION U: ALCOHOL AND DRUG POLICY

Alcohol Policy

1. Voluntary use of alcohol which causes intoxication or impairment poses a risk to the students, the Board, the employee and other employees. Recognizing that alcohol abuse may be an illness, it is both the Board and Association's goal to prevent and rehabilitate.
2. All bargaining unit members who are found to be intoxicated or impaired on school premises will be subject to appropriate disciplinary action as provided in this agreement.
3. Bargaining unit members who seek voluntary assistance may not be disciplined for seeking such assistance. This information shall not be revealed to other employees or management personnel without the bargaining unit member's written consent. Bargaining unit members enrolled in alcohol abuse programs shall be subject to all Board rules, regulations or job performance standards with the understanding that a bargaining unit member enrolled in such a program is receiving treatment for an illness.
4. All bargaining unit members will be informed of this policy, and will be provided with information concerning the impact of the use of substances on job performance.

Drug Policy

1. Voluntary use of illegal substances or the voluntary use of controlled substances not in accordance with a physician's prescription which cause intoxication or impairment poses a risk to the students, the Board, the employee and other employees. Recognizing that substance abuse may be an illness, it is both the Board's and Association's goal to prevent and rehabilitate.
2. All bargaining unit members who have been convicted or found guilty by a court of possession or use of illegal drugs or use of a controlled substance not in accordance with a physician's prescription (on or off duty) will be subject to appropriate disciplinary action as provided in this agreement.

3. Bargaining unit members who seek voluntary assistance for drug abuse before any such arrest may not be disciplined for seeking such assistance. This information shall remain confidential and shall not be revealed to other employees or management personnel without the employee's written consent. Bargaining unit members enrolled in substance abuse programs shall be subject to all Board rules, regulations or job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

4. Once an employee has gone through rehabilitation, the employee may be requested to submit to drug testing at the Board's expense.

5. In case a bargaining unit member's conviction or guilty verdict for possession or use of illegal drugs is overturned on appeal, the bargaining unit member shall be reinstated without penalty.

6. All bargaining unit members will be informed of this policy, and will be provided with information concerning the impact of the use of substances on job performance.

SECTION V: JOB DESCRIPTIONS

1. Two master copies of all existing job descriptions shall be distributed to all buildings, one for the Association building rep., and one for the principal. As job descriptions are written or modified, two (2) copies shall be distributed as specified above.

2. Should either party identify that confusion exists, or that there is a need for a new job description, said party shall notify the other party.

3. The Association and the Board shall review or develop job descriptions where confusion exists for teaching, non-teaching, and supplemental bargaining unit positions.

4. On an "as needed basis", the Superintendent or his/her designee will meet with the Association or its designee to write or review such job descriptions.

5. The parties shall meet within seven (7) days after notification. The description issue shall be mutually resolved or the job description shall be mutually written within seven (7) days after the initial meeting.

SECTION W: REPORTING FACILITIES/EQUIPMENT PROBLEMS

1. Should a bargaining unit member have facilities/equipment problems, said unit member shall make a written report to the principal using the Issue Report form in Appendix H.

2. The Building principal has seventy-two (72) hours to respond, in writing, with the proposed solution to the reporting bargaining unit member.

3. Should the bargaining unit member not be satisfied with the response, he/she can take the problem to the Superintendent for a solution.

SECTION X: STUDENT DISCIPLINE

Discipline will be handled at each building according to a Board approved, written code of conduct for that building. Each building's student handbook and discipline grid will be reviewed annually by the Discipline Committee (Article V, Section E). Suggestions for changes will be forwarded to the Discipline Committee. The codes of conduct will be updated, as necessary, and distributed to all certificated/licensed staff.

SECTION Y: RESOLUTION OF ISSUES

1. Bargaining unit members may request resolution of issues by filing the Issue Report form in Appendix H with their Building principal.

2. The building principal shall provide a written response to the reporting staff member, with a copy to the building representative, within seventy-two (72) hours of the receipt of the issue report.

3. Unresolved issues can be addressed to the Superintendent.

SECTION Z: TEACHER HANDBOOK

A Teacher Handbook will be issued to each teacher before the first day of classes annually. Suggestions for changes made by the CEA representatives will be forwarded to the Building Principal by the last day of school for the next school year. Handbooks will be updated, as necessary, and distributed to all certificated/licensed staff.

SECTION AA: HIRING RETIREES

The Board may, at its sole discretion, choose to hire/rehire individuals who have system retired from Columbiana. If such individuals are hired/rehired, the following terms and conditions shall govern.

1. The individual shall be issued one year limited contracts which shall automatically expire without further notice or action by the Board and, as a condition of employment, the teacher waives his/her right to a continuing contract under 3319.08 ORC and 3319.11 ORC.
2. Neither 3319.11 ORC, 3319.111 ORC or provisions of the collective bargaining agreement regarding evaluation and/or non-renewal shall apply.
3. The Board shall provide insurance benefits under ARTICLE VIII, SECTION A.
4. The following Articles shall not apply:

   ARTICLE IX, SECTION H - Reduction in Force nor 3319.17 ORC

   ARTICLE VI, SECTION O - Severance Pay

   ARTICLE X, SECTIONS H, I, and J - Vacancies and Transfers

   ARTICLE VI, SECTION P - Professional Development Reimbursement

   ARTICLE IX, SECTION F - Granting of Teacher Contracts

   ARTICLE IX, SECTION G - Seniority
5. The number of Columbiana retirees the Board may hire shall be capped at no more than 5% of the total Bargaining Unit.
6. The Columbiana retiree may be placed at step 0 through step 5 at the discretion of the Board.

SECTION BB: TUTOR CONTRACTS

1. Tutors are employed by the Board to provide supplemental services to students on an as-needed basis, typically when grant funding for such services are made available to the District. Tutors are not hired by the Board to supplant or replace the employment of classroom teachers, but as a supplement to classroom instruction.
2. Tutors shall be issued one year limited contracts. Tutor contracts are automatically non-renewed, without further action by the Board or notice to the employee, at the end of their stated term and, as a condition of employment, tutors waive his/her right to a continuing contract under 3319.08 ORC and 3319.11 ORC.
3. Neither 3319.11 ORC, 3319.111 ORC or provisions of the collective bargaining agreement regarding evaluation and/or non-renewal shall apply.
4. Additionally, the following Articles shall not apply to tutors:

   ARTICLE VI, SECTION I – Pay Notification

   ARTICLE VI, SECTION M – Severance Pay

   ARTICLE VII, Leaves

   ARTICLE VIII, Benefits

   ARTICLE IX, SECTION F – Granting of Teacher Contracts

   ARTICLE IX, SECTION G – Seniority

   ARTICLE IX, SECTION H – Reduction in Force nor 3319.17 ORC

   ARTICLE X, SECTIONS H, I and J – Vacancies and Transfers

5. Tutors are paid on an hourly rate of $25.00 per hour.
6. Tutors shall be paid for time actually worked.

ARTICLE XI
MAINTENANCE OF STANDARDS AND SEVERABILITY

SECTION A: MAINTENANCE OF STANDARDS

During the duration of this contract, the Board shall maintain all terms, conditions, and benefits of employment included in this contract at not less than the level in effect as of the effective date of this contract.

SECTION B: SEVERABILITY

1. This Contract supersedes and prevails over all statutes of the State of Ohio (Except as specifically set forth in Section 4117.10(A), Ohio Revised Code), and all policies, rules and regulations of the Employer. However, should the State Employment Relations Board or any court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provision shall be automatically terminated, but all other provisions of the Contract shall remain in full force and effect.

2. The parties shall meet within thirty (30) days after the final determination to bargain over its impact and to bring the Contract into compliance. If the parties fail to reach agreement over the affected provision, the statutory dispute settlement procedure shall be utilized to resolve the dispute.

3. If the parties fail to reach agreement over the affected provision, then the dispute resolution procedure (Section E) in Article II of this agreement shall be utilized to resolve the dispute.

ARTICLE XII
RESIDENT EDUCATOR

A. Introduction

The Resident Educator Program for beginning teachers licensed after January 1, 2011, is for the purpose of providing educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement. The Resident Educator Program will be a Program administered and funded by the Board. This program shall be separate from and shall not replace the employee evaluation system.

B. Definitions

1. Resident Educator Program

The four-year program is 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. Resident Educator Program Coordinator (REPC)

The Resident Educator Program Coordinator will be posted as a supplemental position. Eligibility criteria for selection as REPC shall be the same as the Resident Educator Mentor provided the REPC shall be required to have a least five (5) years of teaching experience in the Columbiana Exempted Village Schools and to have completed all other training required of Mentors prior to consideration as the REPC. The REPC shall perform the duties set out in the ODE Guidelines.

a. The REPC will not be assigned a duty and the Administration will give consideration to providing flexibility in the REPC's schedule to enhance his/her ability to perform the necessary functions of that position.

b. Released time will be made available to the REPC as mutually determined by the Superintendent/designee and the REPC.

3. Resident Educator Mentor

A Resident Educator 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.

a. In addition to the mutually agreed upon released time, each Resident Educator Mentor shall receive a supplemental contract and be paid in accordance with Appendix B. In addition, the Board will pay all training fees required for Resident Educator Mentors to receive the mandatory ODE mentor training.

b. Resident Educator Mentors may be assigned one or more Resident Educator as determined by the needs of the Program.

4. Resident Educator

A Resident Educator is a teacher employed under a resident educator license.

5. Formative Assessment

Formative assessment - is diagnostic and designed to yield information that will help teachers identify specific areas for skill enhancement. Formative assessment consists of collaboration among professionals to provide adequate feedback and assistance to support the growth of individual professional achievement.

C. Resident Educator Mentors

1. Qualifications

a. The Resident Educator Mentor must have five (5) years of teaching experience, of which three (3) years have been in the District as a classroom teacher and preferably at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.).

b. The Resident Educator Mentor must be trained to act as a mentor through the current Ohio Department of Education Resident Educator program, or agree to be trained in the year of assignment as a Resident Educator Mentor and will be provided release time for such purpose as approved by the building principal.

c. The Resident Educator Mentor must hold five-year professional license or two-year provisional license that has been renewed two or more times (permanent certificated holders are included) and may be assigned to Resident Educators with the same area of certification/license.

d. The Resident Educator Mentor must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of and proven experience in implementing a variety of classroom management and instructional techniques.

2. Selection of the REPC and Resident Educator Mentors

a. Interested applicants shall follow the posting procedures.

b. Selection for these positions shall be made by the Superintendent utilizing the ODE Guidelines for the selection of Mentors.

c. Should no Mentor be available in the area of certification/licensure of a Resident Educator, the Superintendent may assign a Mentor from within the grade level or subject area most closely related to that of the Resident Educator.

3. Responsibilities

a. The Resident Educator Mentor shall carry out the Resident Educator program in conjunction with the Resident Educator rules, regulations and guidelines as developed by ODE.

b. The Resident Educator Mentor will use the Resident Educator Program and Formative Assessment tools and protocols to support the Resident Educator.

c. The Resident Educator Mentor will be provided release time to observe and consult with their Resident Educators as approved by the Building Principal and required by the program.

D. General

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

The Local Professional Development Committee may consider serving as a Resident Educator Mentor as an activity that counts towards license renewal.

2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

3. Neither the REPC nor any Resident Educator Mentor shall participate in the District’s evaluation of any Resident Educator. No information obtained in the Mentor/Resident Educator relationship shall serve as the basis for any summative formal evaluation of the Resident Educator’s performance.

4. Neither the REPC nor any Resident Educator Mentor shall be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

5. Neither the REPC nor any Resident Educator Mentor shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator or REPC/Resident Educator discussions. Any violation of this tenet by the Resident Educator Mentor or the REPC may be considered as grounds for removal from his/her role as Resident Educator Mentor or REPC.

6. At any time, if either the Building Principal or REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the CEA President and they shall have the authority to end the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Resident Educator Mentor whose position is ended and/or any Resident Educator Mentor beginning an assignment after the start of the year will be paid in proportion to time served in that role.

7. The REPC and all Resident Educator Mentors and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

8. Resident Educator Mentors 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, with the exception of the REPC.

9. Resident Educators may be provided release time to observe other teachers.

ARTICLE XIII
EFFECTS OF THE AGREEMENT

The terms of this Agreement shall be from the first day of July 1, 2016 through June 30, 2019.

This agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This agreement may be added to, deleted from, or otherwise changed only by written amendment properly ratified and executed by both parties.

Should there be a conflict between any provisions of this agreement and any Board policy or practice, then this agreement will prevail.

No later than sixty (60) days subsequent to the execution of this agreement, copies of this agreement shall be printed by the Association. The cost of such printing shall be shared equally by the Association and the Board.

WITNESSED HERE, the agreement is hereby attested to by the signatures affixed below on this _____ day of _____, 2016.

FOR THE BOARD	**FOR THE ASSOCIATION**
_____	_____
Board President	President
_____	_____
Superintendent	Vice-President
_____	_____
Treasurer	Negotiating Team Member
_____	_____
Board Member	Negotiating Team Member
_____	_____
Board Member	Negotiating Team Member
	_____
	Negotiating Team Member

APPENDIX A-1
Effective July 1, 2016 - June 30, 2017

Step	ND	BA	150 HR	MA	MA+15	MA+40	MA+55
0	**27,477**	**34,346**	**35,205**	**36,578**	**37,094**	**38,639**	**39,498**
	0.80000	1.00000	1.02500	1.06500	1.08000	1.12500	1.15000
1	**28,507**	**35,548**	**36,750**	**38,210**	**38,983**	**40,528**	**41,473**
	0.83000	1.03500	1.07000	1.11250	1.13500	1.18000	1.20750
2	**29,538**	**36,750**	**38,296**	**39,841**	**40,872**	**42,417**	**43,448**
	0.86000	1.07000	1.11500	1.16000	1.19000	1.23500	1.26500
3	**30,568**	**37,952**	**39,841**	**41,473**	**42,761**	**44,306**	**45,423**
	0.89000	1.10500	1.16000	1.20750	1.24500	1.29000	1.32250
4	**31,598**	**39,154**	**41,387**	**43,104**	**44,650**	**46,195**	**47,397**
	0.92000	1.14000	1.20500	1.25500	1.30000	1.34500	1.38000
5	**32,629**	**40,357**	**42,933**	**44,736**	**46,539**	**48,084**	**49,372**
	0.95000	1.17500	1.25000	1.30250	1.35500	1.40000	1.43750
6	**33,659**	**41,559**	**44,478**	**46,367**	**48,428**	**49,973**	**51,347**
	0.98000	1.21000	1.29500	1.35000	1.41000	1.45500	1.49500
7	**34,689**	**42,761**	**46,024**	**47,999**	**50,317**	**51,862**	**53,322**
	1.01000	1.24500	1.34000	1.39750	1.46500	1.51000	1.55250
8	**35,720**	**43,963**	**47,569**	**49,630**	**52,206**	**53,751**	**55,297**
	1.04000	1.28000	1.38500	1.44500	1.52000	1.56500	1.61000
9	**36,750**	**45,165**	**49,115**	**51,261**	**54,095**	**55,641**	**57,272**
	1.07000	1.31500	1.43000	1.49250	1.57500	1.62000	1.66750
10	**37,781**	**46,367**	**50,660**	**52,893**	**55,984**	**57,530**	**59,247**
	1.10000	1.35000	1.47500	1.54000	1.63000	1.67500	1.72500
11	**38,038**	**47,569**	**52,206**	**54,524**	**57,873**	**59,419**	**61,222**
	1.10750	1.38500	1.52000	1.58750	1.68500	1.73000	1.78250
12	**38,296**	**48,771**	**53,751**	**56,156**	**59,762**	**61,308**	**63,197**
	1.11500	1.42000	1.56500	1.63500	1.74000	1.78500	1.84000
13	**38,553**	**49,973**	**54,095**	**57,787**	**61,651**	**63,197**	**65,172**
	1.12250	1.45500	1.57500	1.68250	1.79500	1.84000	1.89750
14	**38,811**	**50,231**	**54,438**	**59,419**	**63,540**	**65,086**	**67,146**
	1.13000	1.46250	1.58500	1.73000	1.85000	1.89500	1.95500
15	**39,069**	**50,489**	**54,782**	**59,814**	**63,969**	**65,601**	**67,662**
	1.13750	1.47000	1.59500	1.74150	1.86250	1.91000	1.97000
16	**39,326**	**50,746**	**55,125**	**60,209**	**64,399**	**66,116**	**68,177**
	1.14500	1.47750	1.60500	1.75300	1.87500	1.92500	1.98500
17	**39,584**	**51,004**	**55,469**	**60,604**	**64,828**	**66,631**	**68,692**
	1.15250	1.48500	1.61500	1.76450	1.88750	1.94000	2.00000
18	**39,841**	**51,261**	**55,812**	**60,998**	**65,257**	**67,146**	**69,207**
	1.16000	1.49250	1.62500	1.77600	1.90000	1.95500	2.01500
19	**40,099**	**51,519**	**56,156**	**61,393**	**65,687**	**67,662**	**69,722**
	1.16750	1.50000	1.63500	1.78750	1.91250	1.97000	2.03000
20	**42,417**	**52,618**	**57,392**	**63,767**	**68,074**	**70,117**	**72,216**

1.23500	1.53200	1.67100	1.85660	1.98200	2.04150	2.10260

APPENDIX A-2
Effective July 1, 2017 - June 30, 2018

Step	ND	BA	150 HR	MA	MA+15	MA+40	MA+55
0	**28,026**	**35,033**	**35,909**	**37,310**	**37,836**	**39,412**	**40,288**
	0.80000	1.00000	1.02500	1.06500	1.08000	1.12500	1.15000
1	**29,077**	**36,259**	**37,485**	**38,974**	**39,762**	**41,339**	**42,302**
	0.83000	1.03500	1.07000	1.11250	1.13500	1.18000	1.20750
2	**30,128**	**37,485**	**39,062**	**40,638**	**41,689**	**43,266**	**44,317**
	0.86000	1.07000	1.11500	1.16000	1.19000	1.23500	1.26500
3	**31,179**	**38,711**	**40,638**	**42,302**	**43,616**	**45,193**	**46,331**
	0.89000	1.10500	1.16000	1.20750	1.24500	1.29000	1.32250
4	**32,230**	**39,938**	**42,215**	**43,966**	**45,543**	**47,119**	**48,346**
	0.92000	1.14000	1.20500	1.25500	1.30000	1.34500	1.38000
5	**33,281**	**41,164**	**43,791**	**45,630**	**47,470**	**49,046**	**50,360**
	0.95000	1.17500	1.25000	1.30250	1.35500	1.40000	1.43750
6	**34,332**	**42,390**	**45,368**	**47,295**	**49,397**	**50,973**	**52,374**
	0.98000	1.21000	1.29500	1.35000	1.41000	1.45500	1.49500
7	**35,383**	**43,616**	**46,944**	**48,959**	**51,323**	**52,900**	**54,389**
	1.01000	1.24500	1.34000	1.39750	1.46500	1.51000	1.55250
8	**36,434**	**44,842**	**48,521**	**50,623**	**53,250**	**54,827**	**56,403**
	1.04000	1.28000	1.38500	1.44500	1.52000	1.56500	1.61000
9	**37,485**	**46,068**	**50,097**	**52,287**	**55,177**	**56,753**	**58,418**
	1.07000	1.31500	1.43000	1.49250	1.57500	1.62000	1.66750
10	**38,536**	**47,295**	**51,674**	**53,951**	**57,104**	**58,680**	**60,432**
	1.10000	1.35000	1.47500	1.54000	1.63000	1.67500	1.72500
11	**38,799**	**48,521**	**53,250**	**55,615**	**59,031**	**60,607**	**62,446**
	1.10750	1.38500	1.52000	1.58750	1.68500	1.73000	1.78250
12	**39,062**	**49,747**	**54,827**	**57,279**	**60,957**	**62,534**	**64,461**
	1.11500	1.42000	1.56500	1.63500	1.74000	1.78500	1.84000
13	**39,325**	**50,973**	**55,177**	**58,943**	**62,884**	**64,461**	**66,475**
	1.12250	1.45500	1.57500	1.68250	1.79500	1.84000	1.89750
14	**39,587**	**51,236**	**55,527**	**60,607**	**64,811**	**66,388**	**68,490**
	1.13000	1.46250	1.58500	1.73000	1.85000	1.89500	1.95500
15	**39,850**	**51,499**	**55,878**	**61,010**	**65,249**	**66,913**	**69,015**
	1.13750	1.47000	1.59500	1.74150	1.86250	1.91000	1.97000
16	**40,113**	**51,761**	**56,228**	**61,413**	**65,687**	**67,439**	**69,541**
	1.14500	1.47750	1.60500	1.75300	1.87500	1.92500	1.98500
17	**40,376**	**52,024**	**56,578**	**61,816**	**66,125**	**67,964**	**70,066**
	1.15250	1.48500	1.61500	1.76450	1.88750	1.94000	2.00000
18	**40,638**	**52,287**	**56,929**	**62,219**	**66,563**	**68,490**	**70,591**
	1.16000	1.49250	1.62500	1.77600	1.90000	1.95500	2.01500
19	**40,901**	**52,550**	**57,279**	**62,621**	**67,001**	**69,015**	**71,117**
	1.16750	1.50000	1.63500	1.78750	1.91250	1.97000	2.03000
20	**43,266**	**53,671**	**58,540**	**65,042**	**69,435**	**71,520**	**73,660**

1.23500	1.53200	1.67100	1.85660	1.98200	2.04150	2.10260

APPENDIX A-3
Effective July 1, 2018 - June 30, 2019

Step	ND	BA	150 HR	MA	MA+15	MA+40	MA+55
0	**28,587**	**35,734**	**36,627**	**38,057**	**38,593**	**40,201**	**41,094**
	0.80000	1.00000	1.02500	1.06500	1.08000	1.12500	1.15000
1	**29,659**	**36,985**	**38,235**	**39,754**	**40,558**	**42,166**	**43,149**
	0.83000	1.03500	1.07000	1.11250	1.13500	1.18000	1.20750
2	**30,731**	**38,235**	**39,843**	**41,451**	**42,523**	**44,131**	**45,204**
	0.86000	1.07000	1.11500	1.16000	1.19000	1.23500	1.26500
3	**31,803**	**39,486**	**41,451**	**43,149**	**44,489**	**46,097**	**47,258**
	0.89000	1.10500	1.16000	1.20750	1.24500	1.29000	1.32250
4	**32,875**	**40,737**	**43,059**	**44,846**	**46,454**	**48,062**	**49,313**
	0.92000	1.14000	1.20500	1.25500	1.30000	1.34500	1.38000
5	**33,947**	**41,987**	**44,668**	**46,544**	**48,420**	**50,028**	**51,368**
	0.95000	1.17500	1.25000	1.30250	1.35500	1.40000	1.43750
6	**35,019**	**43,238**	**46,276**	**48,241**	**50,385**	**51,993**	**53,422**
	0.98000	1.21000	1.29500	1.35000	1.41000	1.45500	1.49500
7	**36,091**	**44,489**	**47,884**	**49,938**	**52,350**	**53,958**	**55,477**
	1.01000	1.24500	1.34000	1.39750	1.46500	1.51000	1.55250
8	**37,163**	**45,740**	**49,492**	**51,636**	**54,316**	**55,924**	**57,532**
	1.04000	1.28000	1.38500	1.44500	1.52000	1.56500	1.61000
9	**38,235**	**46,990**	**51,100**	**53,333**	**56,281**	**57,889**	**59,586**
	1.07000	1.31500	1.43000	1.49250	1.57500	1.62000	1.66750
10	**39,307**	**48,241**	**52,708**	**55,030**	**58,246**	**59,854**	**61,641**
	1.10000	1.35000	1.47500	1.54000	1.63000	1.67500	1.72500
11	**39,575**	**49,492**	**54,316**	**56,728**	**60,212**	**61,820**	**63,696**
	1.10750	1.38500	1.52000	1.58750	1.68500	1.73000	1.78250
12	**39,843**	**50,742**	**55,924**	**58,425**	**62,177**	**63,785**	**65,751**
	1.11500	1.42000	1.56500	1.63500	1.74000	1.78500	1.84000
13	**40,111**	**51,993**	**56,281**	**60,122**	**64,143**	**65,751**	**67,805**
	1.12250	1.45500	1.57500	1.68250	1.79500	1.84000	1.89750
14	**40,379**	**52,261**	**56,638**	**61,820**	**66,108**	**67,716**	**69,860**
	1.13000	1.46250	1.58500	1.73000	1.85000	1.89500	1.95500
15	**40,647**	**52,529**	**56,996**	**62,231**	**66,555**	**68,252**	**70,396**
	1.13750	1.47000	1.59500	1.74150	1.86250	1.91000	1.97000
16	**40,915**	**52,797**	**57,353**	**62,642**	**67,001**	**68,788**	**70,932**
	1.14500	1.47750	1.60500	1.75300	1.87500	1.92500	1.98500
17	**41,183**	**53,065**	**57,710**	**63,053**	**67,448**	**69,324**	**71,468**
	1.15250	1.48500	1.61500	1.76450	1.88750	1.94000	2.00000
18	**41,451**	**53,333**	**58,068**	**63,464**	**67,895**	**69,860**	**72,004**
	1.16000	1.49250	1.62500	1.77600	1.90000	1.95500	2.01500
19	**41,719**	**53,601**	**58,425**	**63,875**	**68,341**	**70,396**	**72,540**
	1.16750	1.50000	1.63500	1.78750	1.91250	1.97000	2.03000
20	**44,131**	**54,744**	**59,712**	**66,344**	**70,825**	**72,951**	**75,134**
	1.23500	1.53200	1.67100	1.85660	1.98200	2.04150	2.10260

APPENDIX B
SUPPLEMENTALS
July 1, 2016 - June 30, 2019

BASE SALARY FOR SUPPLEMENTALS		**$**	**31,000**
	% OF BASE		
ASSISTANT A.D./TICKET MANAGER	12.00%	$	3,720
FOOTBALL:			
HEAD COACH (Inc. Weight Room Supervision)	21.00%	$	6,510
ASST. COACH	9.50%	$	2,945
ASST. COACH	9.50%	$	2,945
ASST. COACH	9.50%	$	2,945
ASST. COACH	9.50%	$	2,945
ASST. COACH	9.50%	$	2,945
M.S. COACH	9.50%	$	2,945
M.S. COACH	9.50%	$	2,945
EQUIPMENT MANAGER	2.00%	$	620
WEIGHT ROOM SUPV - DECEMBER to JUNE	4.50%	$	1,395
VOLLEYBALL:			
HEAD COACH	16.00%	$	4,960
ASST. COACH	9.50%	$	2,945
9TH GRADE COACH	6.00%	$	1,860
M.S. COACH	6.00%	$	1,860
M.S. COACH	6.00%	$	1,860
GOLF			
HEAD COACH - BOYS	8.00%	$	2,480
HEAD COACH - GIRLS	8.00%	$	2,480
SOCCER			
HEAD COACH - BOYS	8.00%	$	2,480
HEAD COACH - GIRLS	8.00%	$	2,480
H.S. **CHEERLEADER** COACH - ALL YEAR	10.00%	$	3,100
MS **CHEERLEADER** ADV - ALL YEAR	8.00%	$	2,480
BASKETBALL:			
HEAD COACH (Inc. Summer Fitness) - GIRLS	21.00%	$	6,510
ASST COACH - GIRLS	10.00%	$	3,100
9TH GRADE COACH - GIRLS	8.00%	$	2,480
M.S. COACH - GIRLS	8.00%	$	2,480
M.S. COACH - GIRLS	8.00%	$	2,480

HEAD COACH (Inc. Summer Fitness) - BOYS	21.00%	$	6,510
ASST COACH - BOYS	10.00%	$	3,100
9TH GRADE COACH	8.00%	$	2,480
M.S. COACH - BOYS	8.00%	$	2,480
M.S. COACH - BOYS	8.00%	$	2,480
MS SKILLS DEVELOPMENT - BOYS	4.00%	$	1,240
MS SKILLS DEVELOPMENT - GIRLS	4.00%	$	1,240
TRACK:			
HEAD COACH - BOYS	11.50%	$	3,565
HEAD COACH - GIRLS	11.50%	$	3,565
ASST. COACH	6.00%	$	1,860
M.S. COACH	6.00%	$	1,860
M.S. COACH	6.00%	$	1,860
CROSS COUNTRY - HEAD COACH	8.00%	$	2,480
BASEBALL:			
HEAD COACH	11.50%	$	3,565
ASST. COACH	6.50%	$	2,015
ASST. COACH	6.50%	$	2,015
ASST. COACH FOR 9TH GRADE	6.50%	$	2,015
SOFTBALL:			
HEAD COACH	11.50%	$	3,565
ASST. COACH	6.50%	$	2,015
ASST. COACH	6.50%	$	2,015
WRESTLING:			
HEAD COACH	8.00%	$	2,480
ASST. COACH	6.50%	$	2,015
M.S. COACH	6.00%	$	1,860
INSTRUMENTAL AND VOCAL MUSIC:			
INSTRUMENTAL MUSIC DIRECTOR	15.00%	$	4,650
VOCAL MUSIC DIRECTOR - H.S.	5.00%	$	1,550
ASST. MUSIC DIRECTOR - ALL YEAR	8.00%	$	2,480
AUXILIARY UNIT ADVISOR	4.00%	$	1,240
VOCAL MUSIC - M.S.	3.00%	$	930
PEP BAND	3.00%	$	930
YEARBOOK ADVISOR:			
H.S. W/O YEARBOOK CLASS	7.00%	$	2,170
H.S. WITH YEARBOOK CLASS	1.00%	$	310
MIDDLE SCHOOL	4.00%	$	1,240

ELEMENTARY SCHOOL	4.00%	$	1,240
NEWSP ADV-HS W/O JOURNALISM CLASS	2.00%	$	620
INTRAMURALS - S.S.	3.00%	$	930
INTRAMURALS - DIXON	3.00%	$	930
CLASS ADVISOR - SENIOR	6.00%	$	1,860
CLASS ADVISOR - JUNIOR	5.00%	$	1,550
CLASS ADVISOR - SOPHOMORE	2.00%	$	620
CLASS ADVISOR - FRESHMAN	2.00%	$	620
H.S. STUDENT GOVT.	7.00%	$	2,170
S.S. STUDENT GOVT.	2.00%	$	620
NHS ADVISOR - H.S.	5.00%	$	1,550
NHS ADVISOR - S.S.	3.00%	$	930
FOREIGN LANGUAGE CLUB ADV. - SPANISH	1.50%	$	465
FOREIGN LANGUAGE CLUB ADV. – FRENCH	1.50%	$	465
INTERACT ADVISOR (I.E., KEY CLUB, T.I.)	3.50%	$	1,085
PEP CLUB	5.00%	$	1,550
SPEECH & DEBATE	11.50%	$	3,565
ASST. **SPEECH & DEBATE**	8.00%	$	2,480
PROM ADVISOR	6.00%	$	1,860
PLAY DIRECTOR (HS PLAY)	4.00%	$	1,240
DRAMA DIRECTOR (HS MUSICAL)	3.50%	$	1,085
MUSIC DIRECTOR (HS MUSICAL)	2.50%	$	775
MUSIC ACCOMPANIST (HS MUSICAL)	1.00%	$	310
DRAMAS - MS	2.00%	$	620
ELEM. PRODUCTION	2.00%	$	620
VIDEO PRODUCTION (TV STATION) - SUMMER	2.00%	$	620
VIDEO PRODUCTION (TV STATION) - AFTER SCHOOL EVENTS	3.00%	$	930
OUTDOOR EDUCATION	0.50%	$	155
OUTDOOR EDUCATION	0.50%	$	155
OUTDOOR EDUCATION	0.50%	$	155
OUTDOOR EDUCATION	0.50%	$	155
OUTDOOR EDUCATION	0.50%	$	155
SCIENCE FAIR	1.00%	$	310

PHYSICS OLYMPIAD	2.00%	$	620
MATH OLYMPIAD	2.00%	$	620
CHS ACADEMIC CHALLENGE	2.00%	$	620
LEAD MENTOR	6.00%	$	1,860
MENTORS (FOR 1ST YEAR TEACHERS)	3.00%	$	930
MENTORS (FOR OTHER THAN 1ST YEAR TEACHERS)	1.50%	$	465
OSHA COMPLIANCE	2.00%	$	620

VLA INSTRUCTORS:

PER STUDENT, PER COMPLETED COURSE	$210.00
PER STUDENT, PER COMPLETED SEMESTER COURSE	$105.00
INCOMPLETE OR PARTIAL COURSES	$10 + $5.50 PER LESSON GRADED
LUNCHROOM (SOUTHSIDE MIDDLE)	$12 PER DUTY
DETENTION MONITOR	$15 PER HOUR
SATURDAY SCHOOL MONITOR	$15 PER HOUR

APPENDIX C
COLUMBIANA EXEMPTED VILLAGE SCHOOL DISTRICT
WRITTEN GRIEVANCE FORM - STEP 2

Grievant _____ Date Filed at Step 2: _____

Written Response due by: _____

Date of alleged violation, misinterpretation or misapplication of specific and express term(s) of the negotiated agreement in force _____

Procedure Step 1 completed: Date: _____

Specific provision of agreement allegedly violated, misinterpreted, or misapplied: _____

_____

_____

_____

_____

Concise statement of facts upon which Grievance is based: _____

_____

_____

_____

_____

Remedy Sought: _____

_____

_____

_____

_____

Signature of Grievant: _____

Signature of Building Representative: _____

Signature of Building Principal: _____

Date Received: _____

cc: Superintendent

APPENDIX D
COLUMBIANA EXEMPTED VILLAGE SCHOOL DISTRICT
ISSUE REPORT

Reporting staff member: _____ Date: _____

School: _____ Room: _____

Principal: _____

Concise statement of concern: _____

_____

_____

_____

_____

_____

Solution Sought: _____

_____

_____

_____

_____

_____

_____

Signature of Reporting Staff Member

Principal's Response (within 72 hours)

_____

_____

_____

_____

_____

_____ _____

Signature of the Principal Date

APPENDIX E
COLUMBIANA EXEMPTED VILLAGE SCHOOLS
TEACHER EVALUATION FORM

Teacher: _____ Evaluator: _____

Building: _____ Date: _____ Evaluation Number: _____

DOMAIN A: PLANNING FOR LEARNING

☐ Teacher demonstrates familiarity with students' background

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher articulates clear learning goals

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher planning supports content connections

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher provides evidence of alignment with goals and use of appropriate methods, activities, materials and resources

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher utilizes evaluation strategies appropriate to goals and content

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

Additional comments as needed: _____

_____
_____
_____
_____
_____
_____
_____
_____
_____

DOMAIN B: CREATING AN ENVIRONMENT FOR STUDENT LEARNING

☐ Teacher promotes fairness in the classroom

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher/student interactions provide evidence of mutual respect and rapport

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher demonstrates high expectations of performance for all students

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher communicates and fairly enforces disciplinary expectations

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher establishes a safe physical environment that facilitates learning

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

Additional comments as needed: _____

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DOMAIN C: TEACHING FOR STUDENT LEARNING

☐ Teacher communicates goals and procedures effectively

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher structures lessons to be accurate, logical, coherent and comprehensible to students

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher's strategies encourage independent, creative and/or critical thinking

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher monitors students understanding, provides feedback and adjusts instruction as needed

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher utilizes instructional time effectively

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

Additional comments as needed: _____

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DOMAIN D: PROFESSIONALSM

☐ Teacher reflects on instruction to identify strengths and weaknesses

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher provides assistance for students who are not meeting learning goals

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher demonstrates knowledge for resources and collaborates with other professionals

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

☐ Teacher establishes methods to communicate with parents or guardians

Exceeds Expectations	*Meets Standards*	*Needs Improvement*

Additional comments as needed: _____

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Evaluator's Signature _____ Date _____

Teacher's Signature _____ Date _____

My signature above denotes that I have read this observation summary, conferred with the evaluator about the contents, and I may take the opportunity to comment in writing. My signature does not necessarily denote agreement.

COLUMBIANA SCHOOLS TEACHER EVALUATION
PRE-OBSERVATION CONFERENCE EVIDENCE COLLECTION

Teacher _____ Evaluator _____

Date _____

List the evidence collected for each domain.

Domain A: Planning for Student Learning (Standards Based)

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_____

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_____

Domain B: Environment for Student Learning

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Domain C: Teaching for Student Learning

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Domain D: Professionalism

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Evaluator's Initials _____

Date for post-observation conference _____ Teacher's Initials _____

COLUMBIANA SCHOOLS TEACHER EVALUATION
OBSERVATION SCRIPTING FORM

Teacher _____ Evaluator _____

Date _____ Class _____ Period _____

Start Time _____ End Time _____

Topic: _____

Goal/Objective: _____

Format: _____

Details: _____

_____

_____

_____

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☐ Second pre-observation conference necessary ☐ Second pre-observation conference not required

Evaluator's Initials _____

Date for post-observation conference _____ Teacher's Initials _____

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

COLUMBIANA SCHOOLS TEACHER EVALUATION
OBSERVATION SUMMARY FORM

Teacher _____ Evaluator _____

Date of Observation _____ Class/Grade _____

Observation Number _____

Domain A: Planning for Instruction

Observations: (Refer to Blue Pre-Observation Form) _____

Suggestions: _____

Commendations: _____

Domain B: Creating a Learning Environment

Observations: _____

Suggestions: _____

Commendations: _____

Domain C: Teaching and Learning

Observations: _____

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Suggestions: _____

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Commendations: _____

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Domain D: Teacher Professionalism

Observations: _____

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Suggestions: _____

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Commendations: _____

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Evaluator's Signature _____ Date _____

Teacher's Signature _____ Date _____

My signature above denotes that I have read this observation summary, conferred with the evaluator about the contents, and I may take the opportunity to comment in writing. My signature does not necessarily denote agreement.

APPENDIX F
STANDARDS-BASED TEACHER EVALUATION

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The Board acknowledges that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Columbiana Education Association and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board and represented by the Columbiana Education Association.

Evaluation and Student Growth Measure Committees

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to utilize the District Evaluation Committee set forth in the collective bargaining agreement with the Columbiana Education Association for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy and the Student Growth Measure Committee to assist in the development of student learning objectives and the assessment of student growth.

Any revisions to the Board's standards-based teacher evaluation system must be bargained in accordance with law.

Definitions

"OTES" – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"**Teacher**" – For purposes of this policy, "teacher" means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or

b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or

c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or

d. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures in Article IX, Section B, of the collective bargaining agreement in effect between the Board and the Columbiana Education Association.

The Superintendent, Treasurer, and any "other administrator" as defined by ORC Section 3319.02 are not subject to evaluation under this policy.

The Board may elect not to evaluate a teacher who was on leave from the District for 50% or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

"**Credentialed Evaluator**" – For purposes of this policy each teacher subject to evaluation will be evaluated by a person who:

a. Meets the eligibility requirements under ORC Section 3319.111(D); and

b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and

c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

Only credentialed administrators regularly employed by the Board will serve as evaluators.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"eTPES" – is the Electronic Teacher and Principal Evaluation System (eTPES) is the electronic system used by the District to report evaluation data to ODE.

"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

"Evaluation Framework" – means the document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Instruments" – refers to the forms used by the teacher's evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

"Evaluation Procedure" – the procedural requirements set forth in this policy provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

"Student Growth" – means a unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).

"Student Learning Objectives" ("SLOs") – A measurable academic growth target that ~~a~~ is set at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

"Shared Attribution Measures" – encompasses student growth measures that can be attributed to a group as determined in consultation with the Student Growth Measures Committee.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district and school level based on each student's scores on state issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

"Teacher Performance" – is the assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher's practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

Teacher-Student Data Linkage (TSDL) – refers to the process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

a. Accomplished;

b. Skilled;

c. Developing; or

d. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The District will utilize eTPES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent shall annually file a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein. Any modifications to these percentages must be in accordance with the Ohio Revised Code and in consultation with the District Evaluation Committee.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

a. Understanding student learning and development and respecting the diversity of the students they teach;

b. Understanding the content area for which they have instructional responsibility;

c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

d. Planning and delivering effective instruction that advances individual student learning;

e. Creating learning environments that promote high levels of learning and student achievement;

f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and

g. Assuming responsibility for professional growth, performance and involvement.

Teachers subject to evaluation under this policy will be evaluated annually using:

1) the Formal Observation Procedure described herein; and

2) a series of Informal Observation/Classroom Walkthroughs.

In addition, evaluators will consider and cite evidence gathered from a variety of sources in addition to the observation when completing the teacher performance evaluation rubric. Sources of evidence include: professional growth and improvement plans, conferences (pre, post, etc.), classroom walkthroughs, and any evidence provided by the teacher.

Orientation of Teachers

Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.

FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

Schedule of Evaluation

All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

Teachers on a limited contract who are under consideration for non-renewal shall receive at least three formal observations in addition to periodic classroom walkthroughs (minimum of 2 walkthroughs per evaluation). Such teacher may request, in writing, that an additional observation be conducted by another credentialed evaluator, on or before March 15.

Teachers who have been granted a continuing contract in accordance with Ohio Revised Code Section 3319.11 and who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

Teachers who have been granted a continuing contract in accordance with Ohio Revised Code Section 3319.11 and receive a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth in the Appendix.

Additional Criteria for Performance Assessment

A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument, (See Appendix).

Teacher instructional performance assessments shall be based on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

All results and conclusions of performance assessments shall be documented and supported by evidence.

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both aligned with the OTES rubric and the *Ohio Standards for the Teaching Profession*. Quantitative data includes frequencies, distributions and other counts or tallies. Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the written permission of the teacher.

Formal Observation Procedure

A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least two weeks between formal non-continuous observations unless otherwise agreed by the teacher.

Teachers shall not receive a formal observation on a day on which that teacher is administering standardized testing, or on the day before or after, any school holiday, break of more than three (3) days, or the day after a teacher's return from an approved long-term leave of absence.

After the first formal observation any subsequent formal observation shall not take place prior to the completion of the post conference.

Observation Conferences

The first observation shall be preceded by a pre-observation conference between the evaluator and the teacher within ten (10) working days of the scheduled observation. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (See Appendix). The pre-observation conference may be waived at the discretion of the teacher. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form (See Appendix) and the parties shall agree to the date, class and/or prep for the observation.

A post-observation conference shall be held after each formal observation. The post observation conference shall take place within ten (10) working days following the formal observation.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

1. evidence of planning;
2. lesson delivery;
3. differentiation;
4. resources;
5. classroom environment;

6. student engagement;

7. assessment; or

8. any other component of the standards and rubrics approved for teacher evaluation.

The walkthrough shall consist of at least 5 consecutive minutes, but not more than 20 consecutive minutes in duration.

The teacher shall be provided access to the walkthrough template. Data gathered from the walkthrough must be placed on the form designated in the Appendix and provided to the teacher within two (2) days of the completion of the walkthrough. Feedback from walkthroughs may be done electronically within 24 hours of the observation. The teacher and or administrator may request a face to face meeting to discuss the walkthrough feedback.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

Remediation of Significant Deficiencies Identified During Observations

Formal observations resulting in the identification of performance deficiencies shall be addressed during the post-observation conference. All significant deficiencies identified by the evaluator which might result in adverse employment action shall be compiled and reported in the post-observation form.

The evaluator involved shall make recommendations to assist the teacher for the purpose of remediation of identified deficiencies that unabated, might lead to adverse employment action.

The evaluator and teacher shall develop a plan for remediation of identified deficiencies and such remediation issues shall be added into the teachers growth or improvement plan, including:

1. Performance issues documented as deficient; and

2. Specific performance expectations.

Non-Instructional Deficiencies

Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented non-instructional deficiencies not noted during the formal observations or walkthroughs must be communicated to the teacher within three (3) work days after the observed deficiency occurs. The evaluator shall provide, as necessary, a written plan or suggestions for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has 45 or more absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1: Teachers instructing in value-added subjects exclusively1;

A2: Teachers instructing in value-added courses, but not exclusively2;

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[1] If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than 25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e. 50%) shall be based on the value-added progress dimension.

[2] For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects

B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;

B2: Teachers instructing in areas with Ohio Department of Education approved vendor assessments, but not exclusively; or

C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.3

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the District's Guidelines for Student Growth Measurement (See Appendix). Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the District's Guidelines for Student Growth Measurement (See Appendix).

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in the Appendix. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with the Student Growth Measure Committee. The Board's process for creating and revising SLO's is set forth in the District's Guidelines for Student Growth Measurement (See Appendix).

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance:

Descriptive Rating	Numerical Rating
Most Effective	5
Above Average	4
Average	3
Approaching Average	2
Least Effective	1

Student Growth Measures (SGM)

Prior to utilizing vendor assessments, all related materials shall be purchased by the Board after consultation with the SGM Committee, and all affected staff shall be trained on utilization and other considerations.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than October 1st.

1. The Student Growth Measures Committee shall review all submitted SLOs by October 16th.

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that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

[3] If used, only one "shared attribution" measure can be utilized per instructor.

2. Any SLO that is rejected by the Student Growth Measures Committee or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by October 16 for the resubmittal of the corrected SLO by October 24th.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

By April 7th, teachers should complete the final submission form and meet with the evaluator to discuss attainment of his/her SLO.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the Student Growth Measures Committee review the results for the sole purpose of verifying accuracy.

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level, i.e., no sooner than the 2016-2017 school year.

The District may use shared attribution SGM scores as determined in consultation with the District Evaluation and Student Growth Measures Committees.

Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.

Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

A teacher evidencing approved long-term leave (e.g. FMLA, parental or other Board authorized leave), with the mutual agreement of the evaluator, may utilize student growth measures from the most recent prior year.

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the criteria developed by the ODE.

A teacher's summative evaluation rating will be determined through compilation of all essential records reported to eTPES.

The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year.

The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.

The evaluation report shall be completed by May 10th, signed by both parties, and sent to the Superintendent.

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be provided to the teacher.

At the conclusion of the evaluation process each teacher's final performance rating of ineffective, developing, skilled or accomplished and the final growth measure ranking below expected growth, at expected growth or above expected growth will be entered into the electronic system, Ohio eTPES (Ohio electronic Teacher and Principal Evaluation Systems). After the data is entered the eTPES will calculate the Final Summative Rating of Teacher Effectiveness the eTPES will be used to report teacher effectiveness ratings. Any personal information that is not considered a public record will be redacted from any submissions.

Professional Growth and Improvement Plans

A. Teachers whose final summative rating is "Accomplished" will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

B. Teachers whose final summative rating is "Skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form."

C. Teachers whose final summative rating is "Developing" will develop a professional growth plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional growth plan, utilizing the components set forth in "Teacher Evaluation Form."

D. Teachers whose final summative rating is "Ineffective" will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

E. Nothing herein shall prevent the Administration from placing any teacher on an improvement plan at any time based upon any noted deficiencies in any individual component of the evaluation system.

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of “Ineffective” on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete reasonable professional development as approved by the Building Principal and Superintendent that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

The Board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this policy and in accordance with the Ohio State Board of Education’s statewide evaluation framework. The Board's plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement between the Board and the Columbiana Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Columbiana Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher’s summative rating.

A teacher shall be entitled to Association representation at any conference held in which the teacher will be advised of an impending adverse personnel decision.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26, 3319.58, 3333.0411
A.C. 3301-35-03(A)

ARTICLE XIII
EFFECTS OF THE AGREEMENT

The terms of this Agreement shall be from the first day of July 1, 2016 through June 30, 2019.

This agreement represents the full understanding and commitment between the parties and replaces all previous agreements. This agreement may be added to, deleted from, or otherwise changed only by written amendment properly ratified and executed by both parties.

Should there be a conflict between any provisions of this agreement and any Board policy or practice, then this agreement will prevail.

No later than sixty (60) days subsequent to the execution of this agreement, copies of this agreement shall be printed by the Association. The cost of such printing shall be shared equally by the Association and the Board.

WITNESSED HERE, the agreement is hereby attested to by the signatures affixed below on this 12th day of April, 2016.

FOR THE BOARD

Board President

Superintendent

Treasurer

Board Member

Board Member

FOR THE ASSOCIATION

President

Vice-President

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member

Negotiating Team Member