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CONTRACT

BETWEEN

CLEARVIEW EDUCATION ASSOCIATION

AND

CLEARVIEW BOARD OF EDUCATION

August 1, 2016 to July 31, 2019

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ARTICLE 1 - RECOGNITION

1.01 The Board of Education of the Clearview Local School District ("Board") recognizes the Clearview Education Association OEA/NEA-Local ("Association") as the sole and exclusive bargaining representative for purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory personnel (as certified by the State Employment Relations Board) as defined in paragraphs A and C below:

A. The bargaining unit shall consist of all regular full-time and regular part-time certificated/licensed personnel employed by the Board under a regular teaching contract. Regular part-time certificated/licensed teachers are those who are contracted to work on a regularly scheduled basis a minimum of ten (10) hours per week. The unit shall include all classroom teachers pre-K through 12, Title I, special, vocational, guidance counselors, librarians, subject area coordinators, full-time substitutes, tutors, home-school instructors, speech pathologists, and anyone employed to perform any work currently being performed by bargaining unit members.

B. Excluded from the unit are substitutes employed on a casual or day-to-day basis as outlined in O.R.C. 3319.10, non-certificated/licensed part-time tutors, persons employed for supplemental duties under O.R.C. 3313.53, psychologists, Superintendent, Principals, Assistant Principals, Athletic Administrator, and other administrative positions defined in O.R.C. Chapter 4117. The Board recognizes that Association representation will include any newly created position requiring employment under O.R.C. 3319.11.

C. Any substitute contracted by the Board to replace a bargaining unit member for sixty (60) or more consecutive work days in a given school year will be considered a long-term substitute and a member of the bargaining unit at the conclusion of the sixty (60) work days. Persons employed pursuant to this provision shall receive a limited contract, which shall automatically expire at the end of the school year without the need for formal evaluation or further action by the Board, or upon the return to work of the bargaining unit member for whom the teacher was substituting, whichever is sooner.

Long-term substitutes shall have all rights of a regular teacher under this Contract, unless otherwise specified herein. With respect to the accrual of seniority, while the long-term substitute may accrue seniority for his/her service, he/she may not exercise/utilize such seniority unless hired in a full-time teaching position.

1.02 As used in this Article, "TUTOR" means an employee under contract with the Board employed for and regularly assigned to a tutorial position requiring the holding of a valid teaching certificate/license. Tutors shall be included in the bargaining unit, but shall be subject to only those provisions of this Contract set forth herein.

A. Special and general education tutors shall be solely employed, depending on need, on a year-to-year basis under a one-year limited contract. Those individuals employed as special and/or general education tutors shall be compensated at the hourly rate based upon the BA Step 0 column of the negotiated salary schedule.

B. Individuals serving in the position of tutor shall not accrue tenure rights, but may earn seniority as that term is defined by this Contract. Seniority shall accrue for service performed as a special and/or general education tutor, and such seniority may only be exercised / utilized if the employee is hired in a full-time teaching position. Employment contracts issued to tutors shall automatically expire at the end of their stated term. Tutors have no right to the non-renewal and evaluation provisions set forth in this Contract, or State law. Tutors shall have no automatic right to a vacant teaching position, but a tutor shall have the right to apply and be considered in the same manner as an outside applicant.

C. This Article supersedes and replaces the provisions of O.R.C. 3319.11, 3319.111, and 3319.112 that relate to non-renewal and evaluation.

ARTICLE 2 – ASSOCIATION RIGHTS & RESPONSIBILITIES

2.01 The Board grants the Association the following sole and exclusive rights in order that it may effectively represent and communicate with its members:

A. To use the facilities of any building for meetings, without fee, upon notification of the administrator in charge of such building. The Administrator will grant permission to use such facilities as long as it does not interfere with any previously authorized activity in said building and it is held during reasonable hours.

B. To use Board-owned and Board-leased on-site equipment at times that do not interfere with the operation of the school system and with payment for damaged or lost articles.

C. To use the inter-school mail system in the schools' offices to distribute Association bulletins, newsletters, or other circulars. To use bulletin boards in teacher lounges or workrooms to disseminate information to members. The Association shall hold harmless the Board for use of the inter-school mail system.

D. To use telephones in any building to carry out Association business provided no toll charges or fees are incurred. These calls are not to be made at a time that interferes with duties assigned by the Board and Administration.

E. To allow representatives to call meetings of Association members within the building, but not during employee work hours or during periods that conflict with other scheduled meetings.

F. To allow the Association President or his/her designee to visit schools. Upon his/her arrival, he/she shall notify the Building Principal of his/her presence. Visits that are made to discuss special problems of teachers must be arranged in advance with the Building Principal. The visits to the schools must not interfere with duties assigned by the Board and Administration.

G. The Association shall be provided released time without loss of salary or other benefits to conduct Association business. The Board shall provide six (6) days leave to the Association per school year. The Association President shall designate which bargaining unit member(s) may use one or more of the six (6) allotted days. The Association may have four (4) additional leave days under this Section, if the Association reimburses the Board for the costs of the substitutes. Again, the Association President shall designate which bargaining unit member(s) may use one or more of the four (4) additional days. The costs of the substitutes to the Association shall be the current substitute rate adopted by the Board.

If a bargaining unit member is elected to a state or national office of a CEA-affiliated organization, the Board will provide the individual with paid leave to attend the meetings of the organization, provided the Association reimburses the Board the costs of the substitute. The total number of paid leave days permitted pursuant to the preceding sentence is five (5) days per school year, regardless of the number of bargaining unit members elected to state or national office.

H. While the Association President and Association Treasurer will be assigned regularly scheduled duties, the Building Principal may release him/her/them from his/her/their assigned duties on an occasional basis in order to perform Association business.

2.02 The Board will provide the Association with:

A. Electronic copies of all Board agenda, minutes, and financial reports upon specific request to the Board Treasurer by the Association President.

B. Electronic copies of the following forms: annual appropriations; semi-annual budget; and training and experience grids. Such electronic copies shall be forwarded to the Association President as soon as feasible after such forms are filed with the agency required by law.

C. A place on the agenda of all regular Board meetings to be used by the Association to communicate with the Board except as prohibited under State law.

D. School Board Agenda – The Association President will receive an electronic copy of the agenda and all pertinent reports that are not of a confidential nature, including the monthly financial statement, by noon of the day of the Board meeting. A final copy of the agenda will be available to the Association President

at the Board meeting. Requests for other material shall be handled by submitting a request to the Superintendent or Board Treasurer.

2.03 NEOEA day will be one (1) of the in-service days in the Contract and all members of the bargaining unit will be required to attend NEOEA meetings. Teachers may choose to attend another educational meeting if held on the same day, provided it is approved by the Building Principal and Superintendent, and the teacher submits a CEU certificate (i.e., certificate of attendance) within ten (10) days of the educational meeting. Attendance at NEOEA activities held on the planned in-service day will require the approval of the Superintendent should the District schedule in-service activities for all teachers and Association members. This includes the teacher's right to request the option to work within his/her individual buildings, with the Superintendent's approval, on student-related activities, including those involving intervention. The Administration will notify the Association President by the start of each school year of the topic(s) of any District-wide in-service activities that will be held on the NEOEA day.

2.04 Teachers will attend evening meetings for the purpose of meeting with parents. The evening meetings may be required if compensated by equivalent release time. This section shall allow one (1) open house per building each year without regard to the aforementioned language. Dates for such conferences shall be set by the school calendar.

2.05 The Board reserves unto itself and management personnel employed for and on its behalf all of the rights of management included in O.R.C. 4117.08. The aforementioned management rights shall be limited only by the terms of this Contract.

ARTICLE 3 - NEGOTIATIONS

3.01 Either the Association or the Board may initiate negotiations by sending a letter to the other party by the 15th day of April of the year the Contract expires, outlining its intent to bargain as defined in O.R.C. Chapter 4117.

3.02 Within twenty (20) work days of transmittal of said letter, the parties shall hold their first negotiation session. At any negotiation session, no more than five (5) representatives and one (1) observer may represent either party.

3.03 Both parties agree to present their entire proposal at the first meeting. All matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of any existing provision of this Contract are subject to collective bargaining.

3.04 If, after sixty (60) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation, the other party shall join in a joint request.

3.05 The parties agree that the aforementioned Mediation shall supersede all other dispute settlement procedures contained in O.R.C. 4117.14. For the duration of this Contract, the Association shall not engage in a strike against the Board. The Board recognizes the right of the bargaining unit to strike after said agreement expires; mediation has been attempted once; and the ten (10) day notice has been given in accordance with O.R.C. 4117.

3.06 If, during the term of this Contract, in-term bargaining is required under O.R.C. 4117.08, the parties will meet and bargain to the extent required by State law. Nothing herein will cause the Board and/or Association to violate the "No Child Left Behind Act," ("NCLBA"), Every Student Success Act ("ESSA"), and/or related State laws, when such laws have been interpreted and/or defined in writing by the agency responsible for their enforcement and said interpretation/guidance is in effect or scheduled to take effect within ninety (90) days.

ARTICLE 4 – GRIEVANCE PROCEDURE

4.01 **Purpose**

The purpose of this grievance procedure is to secure equitable solutions to grievances at the lowest possible level by the administrator having authority to resolve the grievance. If the Building Principal or immediate supervisor does not have authority to resolve a grievance, the formal procedure may be initiated at Level 2. Nothing herein, however, shall excuse the grievant from complying with the Informal Step.

4.02 **Definitions**

A. A "grievance" is any alleged violation, misinterpretation or misapplication of any provision(s) of this Contract.

B. A "grievant" is the person or group of persons making the complaint. The Association may also file a grievance on behalf of a person/persons (who are identified in the grievance) who it believes has been harmed by an alleged violation, misinterpretation or misapplication of any provision(s) of this Contract.

C. A "day" in this Article shall mean a school day.

4.03 **Time Limits**

Grievances shall be processed rapidly. The number of days indicated at each step of the established procedure shall be maximums unless extended by mutual consent of the parties at each step. If the grievant fails to meet the time limits at any step of the procedure, the grievance shall be considered waived.

4.04 The grievant and the Board have the right to be represented by counsel of his/her/its own choosing at any step or level of this grievance procedure.

4.05 A. Informal Step: The grievant shall discuss the grievance within ten (10) days after the occurrence of the matter giving rise to the grievance with his/her immediate supervisor, or the administrator having authority to resolve the grievance if that is not the immediate supervisor.

B. Level 1: If the grievance is not resolved informally, the grievant may within three (3) days after the meeting required by the Informal Step initiate a formal grievance by filing a written complaint with his/her immediate supervisor. The formal grievance shall specify the date of the alleged violation, the specific provision(s) of this Contract that were allegedly violated, a detailed description of the alleged violation, and the relief sought. The immediate supervisor will then conduct a hearing with the grievant within five (5) days of receiving the formal grievance. The immediate supervisor will issue a written decision within five (5) days of the hearing.

C. Level 2: If the grievance is not resolved in Level 1, or if no disposition has been made within the time limits set forth in Level 1, the grievant may within an additional five (5) days file/appeal the grievance in writing with the Superintendent. Within five (5) days after the filing of the grievance in Level 2, the Superintendent or his/her administrative designee shall conduct a hearing with the grievant. The Superintendent or his/her designee shall give at least forty-eight (48) hours' notice of the hearing date and time. Within five (5) days after the hearing, the Superintendent or his/her administrative designee shall give his/her written disposition to the grievant.

D. Level 3: If the grievance is not resolved at Level 2, the grievant may within an additional five (5) days, request arbitration by filing a written notice of the request with the Superintendent. The moving party shall request arbitration services and a date by contacting in writing the American Arbitration Association with a copy of such request mailed to the Superintendent. The Board/Administration shall automatically join in such request. The Arbitrator shall be selected from a list supplied by the American Arbitration Association. The arbitration shall be conducted in accordance with the voluntary Rules and Regulations of the American Arbitration Association. The arbitrator will render the written decision and award no later than thirty (30) days following the closing of the record on the case. His/her decision shall be final and binding on the Association, its members, the employee or employees involved, the Board, the Superintendent, and all other agents of the Board. The arbitrator shall not have the power to amend, modify, add to, or subtract from the terms of this Contract. Costs for the arbitrator's services shall be borne equally by both parties.

1. No grievance shall be processed to arbitration unless the Association agrees to represent the grievant.

2. If the Board raises the issue of arbitrability, then the parties shall communicate in advance with the arbitrator by conference call, during which the arbitrator shall set a date to hear the arguments in another conference call and allow the parties to submit briefs within ten (10) days after that conference call. The arbitrator will decide the arbitrability issue within ten (10) days after the briefs are submitted.

3. The moving party may withdraw the grievance with or without prejudice and/or reprisal at any time or level before the arbitration hearing is concluded.

4.06 Both parties agree that any discussions, meetings or hearings held pursuant to this Article will be considered private and not open to the public.

4.07 Nothing contained herein shall limit the right of any bargaining unit member having a complaint or problem to discuss the matter informally with any appropriate member of the Administration and to have the grievance adjusted without intervention and/or consultation of the Association, provided the adjustment is not inconsistent with the terms of this Contract.

4.08 Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year. In the event a grievance is filed just prior to, or at the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible. In the alternative, during periods when school is not in session for at least five (5) consecutive days (e.g., winter break, spring break, summer break), either party may extend the time limits by no more than ten (10) days upon written notice to the other party. These time limits may be extended further by mutual agreement of the parties. If the grievance is not initiated within ten (10) days after the aggrieved party knew of the event or condition upon which it is based, the grievance shall be considered waived.

4.09 No bargaining unit member may be represented by any employee organization other than the Association in any grievance initiated pursuant to this Contract.

4.10 A. The Association President shall be entitled to copies of all written dispositions.

B. If the Association is not represented at any hearing below Level 3, the decision or disposition shall not establish a precedent.

4.11 A. No reprisals will be taken against any member of the bargaining unit for filing or participating in the processing of a grievance.

B. Forms for filing and processing grievances shall be cooperatively designed by the Association and the Board.

C. Copies of all papers pertaining to a grievance shall be furnished to all parties of the grievance. In addition, no records, documents, or communications concerning the grievance shall be placed in the personnel file of any bargaining unit member, unless as part of the award of the Arbitrator.

D. Records of the grievance shall be kept separate from the grievant's personnel file and shall be maintained as confidential to the extent permitted by law. Three years after the final disposition of a grievance, the Board shall begin the process of destroying the documents in the grievance file with the exception of the following: the arbitrator's decision and related court documents; Memoranda of Understanding that are precedent setting; other resolutions/dispositions of the grievance that are precedent setting; and any documents that are required to be maintained by state or federal law and/or the auditor's office. The Board agrees to amend its records retention policy to comply with this provision.

ARTICLE 5 – LEAVE PROVISIONS

5.01 **Sick Leave**

A. All accumulations of unused Sick Leave credits heretofore accrued under prior laws and policies shall remain to the credit of the Sick Leave account of each employee on the effective date of this Contract. Accrued credits shall be allowed to employees transferring their employment from other public boards of education or other political subdivisions of Ohio, provided said credits have been computed under the minimum requirements of the laws of the State of Ohio.

B. Sick Leave shall accrue at the rate of one-and-a-quarter (1 ¼) days of sick leave per month, with a maximum of fifteen (15) days per school year. In the event that an employee exhausts his/her accrued Sick Leave, or never had accrued Sick Leave in the first place (i.e., a new hire), the employee will be advanced, upon request, up to five (5) days of Sick Leave. If the employee fails to earn such Sick Leave prior to severing his/her employment, the Board may recover the advanced Sick Leave from the employee's final pay, or, if there is not sufficient money owed to the employee in his/her final pay to allow the Board to recover the advanced Sick Leave, the Board will recover the advanced Sick Leave by deducting the requisite number of Sick Leave days from the Sick Leave Bank.

C. Sick Leave may be accumulated without limit.

D. Sick Leave may be utilized for the following reasons:

1. the employee's personal illness or injury;

2. exposure to contagious disease, which could be communicated to others;

3. death of an immediate family member, to a maximum of five (5) days for each such death;

4. serious illness, injury or other serious medical emergency involving a member of the employee's immediate family, which necessitates the employee's personal presence and attention;

5. Employees may use Sick Leave any time for illness related to pregnancy and for up to six (6) weeks following the birth of a child, absent documentation from a licensed physician that either the mother or child is incapacitated. A male employee may utilize Sick Leave for up to six (6) weeks following the birth of a child if the mother is incapacitated (i.e., off work).

6. Immediate family member shall be defined for purposes of this Section as: father; mother; father-in-law; mother-in-law; spouse; offspring; sister; brother; grandparent; grandchild; relative who lives continuously with the employee; or a person who clearly stands in the same relationship with the teacher as any of the foregoing (e.g., a significant other).

E. To document their use of Sick Leave, bargaining unit members must record their request for / use of Sick Leave through the District's automated online absence management system (e.g., Aesop). Additionally, bargaining unit members must submit a doctor's written statement to verify an illness or injury involving a continuous absence of five (5) days or more, if requested by the Board.

F. The parties establish the following Sick Leave Bank.

1. Eligibility: Bargaining unit members who have a zero Sick Leave balance and have already been advanced five (5) days by the Board Treasurer, have contributed to the Sick Leave Bank as set forth below, and are in need of Sick Leave for a personal illness or injury – this excludes the six (6) week recovery period following the birth of a child (i.e., a bargaining unit member may not use the Sick Leave Bank to cover the standard six (6) week recovery period).

2. An eligible recipient may receive up to twenty (20) days through the Sick Leave Bank.

3. In order to be eligible to participate in the Sick Leave Bank an employee must execute a written notice to the Board Treasurer indicating his/her authorization to deduct one (1) day of his/her accrued Sick Leave and to credit it to the Sick Leave Bank effective September 30 of the first year of participation. Upon receipt of the notice, the Board Treasurer shall deduct one (1) day from the employee's Sick Leave account. New employees who elect to participate must contribute one (1) day of Sick Leave to the

Sick Leave Bank after they have been employed for a period of six (6) months. Thereafter, if the Sick Leave Bank drops below twenty (20) days, each employee who wants to continue to participate must donate another one (1) day to the bank. Employees who do not initially elect to participate may decide to participate during the annual sign-up window – i.e., between September 1 and September 30 – or if the Sick Leave Bank drops below twenty (20) days any time during a school year by making the initial contribution of one (1) day.

4. When an eligible employee exhausts his/her available Sick Leave due to a personal illness or injury that lasts in excess of one month, s/he will automatically be granted up to twenty (20) days of Sick Leave pursuant to this provision. If his/her condition extends beyond the twenty (20) days, s/he may apply for an unpaid leave of absence.

5.02 **Personal Business Leave**

Personal Business Leave is granted to allow an employee to meet personal obligations that may not be taken care of at times other than when school is in session. The intent of this Section is not to grant Personal Business Leave for reasons that fall into the categories of vacation or recreational activities.

A. Each bargaining unit member shall be authorized three (3) paid days of Personal Business Leave absence per school year.

B. The following regulations govern the use of these days:

1. The employee must record his/her request for / use of Personal Business Leave through the District's automated online absence management system (e.g., Aesop) at least seven (7) calendar days in advance of the absence, except in cases of emergency. In cases of emergency, the employee must record his/her request for / use of personal business leave through the online system as soon as possible.

2. Personal Business Leave shall not be granted on the work day before or the work day after a holiday or vacation period, or during the last five (5) work days of the school year, except with the approval of the Superintendent or his/her designee. Personal Business Leave shall not be granted to more than five percent (5%) of the teaching staff for any one day, except with the approval of the Superintendent or his/her designee.

3. Personal Business Leave may not be taken when another form of leave is available or appropriate.

C. Personal Business Leave shall be authorized for the following:

1. Accidents or catastrophe involving family property.

2. Court appearance as litigant or witness.

3. Observance of religious holidays where complete absence from work is required.

4. Attendance at high school or college graduation exercises honoring the employee or member of the employee's immediate family, or to pick up the employee's child(ren) at college or other academic institutions. Immediate family shall be defined for purposes of this Section as: one's spouse or children; or any person living full-time in the domicile of the employee and dependent on the employee or spouse.

5. Attendance at a conference or convention as an officer or delegate of an organization not directly related to public schools, but including among its purposes a concern for the civic, social, ethnic, cultural, or economic improvement of the community, or attending a conference, convention, or exposition attended by students for whom the employee is a teacher/advisor.

6. To visit members of the immediate family in the Armed Forces.

7. Wedding of employee or of a member of the employee's immediate family, or employee's participation as a member of a wedding party.

8. Wedding trips of the employee.

9. Attendance at a funeral of persons not within the immediate family.

10. Professional consultation when such appointment cannot be made at times other than the regular school day. Medical, dental, and optical appointments are to be used under sick leave provisions.

11. Arranging for the purchase or sale of the employee's residence.

12. Urgent personal problem of the employee or a member of the immediate family.

13. Coaching clinics may be used as personal days, limited to one day per clinic.

14. With prior Superintendent approval, to attend a child(ren)'s and/or grandchild's school function.

D. Personal Business Leave shall not be requested for such purposes as the following:

1. Gainful employment;

2. Recreational purposes;

3. Holidays or vacations;

4. Purchase of automobile, major appliance and home furnishing.

E. If an employee does not use any Personal Business Leave during the school year, he/she may, by June 15, elect between the following options:

1. Notify, in writing, the Superintendent of his/her decision to convert those three unused (3) Personal Business Leave days into one (1) unrestricted Personal Business Leave day that may be utilized in the following school year. Use of the unrestricted Personal Business Leave day in the following school year is in addition to the annual Personal Business Leave allotment set forth in 5.02(A) and subject to the regulations set forth in 5.02(B). If the teacher fails to utilize the unrestricted Personal Business Leave day in the following school year, it is lost.

2. Notify, in writing, the Superintendent that he/she wants to be paid a one-time stipend of $100. The stipend will be paid in the second pay of July, and may be in addition to the Perfect Attendance Incentive set forth in paragraph 5.03.

3. Notify, in writing, the Superintendent of his/her decision to convert his/her unused Personal Business Leave days to sick leave. The Treasurer will then credit the employee's sick leave account with the corresponding number of unused Personal Business Leave days.

4. If an employee does not use any Personal Business Leave during the school year and fails to elect in a timely manner one (1) of the available options, the Board will automatically pay the employee the $100 stipend set forth in Option #2, above.

If an employee utilizes one or two of his/her Personal Business Leave days during the school year, but not all three of them, the employee may, by June 15, request, in writing, that the Superintendent convert the employee's unused Personal Business Leave days to sick days (i.e., a teacher who uses one Personal Business Leave day may request to have the two unused days credited to his/her sick leave account, and a teacher who uses two Personal Business Leave days may request to have his/her unused day credited to his/her sick leave account).

F. Employees shall apply for Personal Business Leave through the District's automated online absence management system (e.g., Aesop). From May 1 to the end of the school year, employees must identify the reason for the Personal Business Leave when applying through the online system. The list of reasons offered shall be those set forth in Paragraph C, above.

5.03 **Perfect Attendance Incentive**

If a bargaining unit member does not utilize any sick leave or personal leave during the school year, s/he shall receive a six hundred dollar ($600) stipend. If a bargaining unit member uses one (1) day of sick leave or personal leave, s/he shall receive a four hundred dollar ($400) stipend. The stipend will be paid in the second pay of July.

5.04 **Parental Leave**

A. Any full-time bargaining unit member shall be entitled to a post-birth, unpaid leave of absence for the purpose of caring for the newborn child. Formal application to the Superintendent should be made at least six (6) weeks prior to the beginning of such leave, although failure to make a timely application shall not be grounds for refusal of parental leave. If the Superintendent/Building Principal knows in advance who the substitute will be, he/she will notify the bargaining unit member in advance of the paid sick leave or unpaid parental leave.

B. Parental leave shall be granted for a term up to twelve (12) months. Extensions of parental leave beyond twelve (12) months shall be made only by mutual consent of the employee and the Board; the employee shall be required to bear the expense of insurance benefits for any such extension.

C. The return date shall be at the beginning of a grading period except by mutual agreement.

D. No bargaining unit member shall return from parental leave at a date earlier than set forth in the application without the approval of the Board.

E. Nothing herein shall preclude an employee from advancing the date of the beginning of the leave of absence previously approved, provided notice is given to the Superintendent two (2) weeks prior to the advanced beginning date.

F. An employee adopting a child, age five (5) or younger, shall be entitled to the same rights and benefits outlined in this Parental Leave Section.

G. A bargaining unit member returning to active employment after parental leave shall be returned to the same job classification that he/she left. Consideration

shall be given to returning the employee to the same position he/she held prior to the leave, but there is no guarantee such assignment will be made.

H. A male employee whose wife gives birth, and who will assume responsibility for child care, shall be entitled to the rights and benefits outlined in this Parental Leave Section.

I. The bargaining unit member on Parental Leave shall notify the Board on or before April 1st, if he/she plans to return the following school year. Failure to notify the Board shall constitute waiver of the employee's right to return to work for the ensuing school year.

J. A bargaining unit member on Parental Leave is not exempt from the reduction-in-force provisions of this Contract.

5.05 **Professional Improvement Leave**

A. Any full-time bargaining unit member who has worked for the Board for at least three (3) consecutive years shall be eligible for an unpaid leave of absence for the purpose of professional improvement.

B. Such leave of absence shall be for one (1) school year.

C. Requests for such leave should be made to the Superintendent by April 1st of the school year preceding the intended leave.

D. The employee shall be notified by May 15th of the school year preceding the intended leave whether the leave has been approved.

E. A leave of absence shall be granted only upon recommendation of the Superintendent and approval of the Board.

F. Any employee returning from a Professional Improvement Leave shall be assigned to the same job classification he/she held before the leave. Consideration shall be given to returning the employee to the same position he/she held prior to the leave, but there is no guarantee that such assignment shall be made.

5.06 **Professional Meeting Leave**

A. Professional meeting leave is that leave granted to a bargaining unit member to attend a conference, workshop, class visitation, or other professional meeting.

B. Employees must record their request for / use of Professional Meeting Leave through the District's automated online absence management system (e.g., Aesop)

at least ten (10) work days in advance of said meeting. The employee must also separately submit to the Building Principal a purchase order, if a fee is charged.

C. All requests for professional meeting leave must be approved by the Superintendent.

D. All approved expenses including travel, registration, lodging, and meals shall be reimbursed by the Board upon presentation of bills to the Board Treasurer.

E. Professional meeting leave is applicable anytime a bargaining unit member is under contract. Employees, however, are only entitled to reimbursement of approved expenses during summers and other vacation periods, and not for compensation related to their time associated with their attendance at the professional meeting.

5.07 **Unpaid Medical Leave**

A. Bargaining unit members are eligible for an unpaid leave of absence for personal medical reasons.

B. Such leave shall be for a period of not more than two (2) consecutive school years.

C. In case of illness, injury or other disability, the Board shall approve such leave.

D. Application for such leave shall be made to the Superintendent no later than two (2) weeks prior to the anticipated leave. If the leave is going to last longer than one school year, the employee must notify the Board by May 1, that he/she anticipates the leave will need to continue into the ensuing school year.

E. An employee returning to active employment from unpaid leave shall do so in the same job classification he/she held prior to the leave. Consideration shall be given to returning the employee to the same position he/she held prior to the leave, but there is no guarantee that such assignment will be made.

F. Use of unpaid medical leave shall not exempt the bargaining unit member from the reduction-in-force provisions of this Contract.

5.08 **Sabbatical Leave**

A. Any full-time certificated/licensed employee who has worked for the Board for at least five (5) consecutive years shall be eligible for a sabbatical leave of absence, with part pay in accordance with paragraphs I and K below.

B. Upon written request to the Board, sabbatical leave may be granted for one half (½) of the school year, or one (1) full school year. The only grounds for refusal of sabbatical leave shall be:

1. the filing of an insufficient plan of professional improvement as determined by the Superintendent and the Board;

2. limitation imposed by 5.08 C or 5.08 F.

A denial shall be accompanied by a written reason/explanation.

C. Sabbatical leave may be granted only once to any employee in a seven (7) year period.

D. In the event of a half school year sabbatical leave that commences in the second semester, the bargaining unit member must apply for the sabbatical leave no later than October 1st and will be notified no later than November 30th.

E. In the event of a full school year sabbatical leave or a half school year sabbatical leave commencing in the first semester, the bargaining unit member must apply for the sabbatical leave no later than April 1st and will be notified no later than May 31st.

F. No more than two (2) bargaining unit members may be on a sabbatical leave at the same time.

G. In instances where more than two (2) applications are made for the same period, the final decision shall be determined based on the seniority of the employees (i.e., the employees' continuous service within the Clearview Local School District).

H. Any employee returning from sabbatical leave shall be given consideration to returning to the same position he/she held prior to the leave, but there is no guarantee that such assignment will be made.

I. The employee on sabbatical leave shall be paid an amount equal to his/her normal salary minus the cost of his/her replacement for that year. In no case, however, shall the payment exceed one-half (½) of the employee's regular salary.

J. Use of Sabbatical Leave shall not exempt the bargaining unit member from the reduction-in-force provisions of this Contract.

K. An employee granted sabbatical leave shall be required to return to the School District and work for two (2) full school years, unless said bargaining unit member's employment contract is suspended pursuant to a reduction-in-force. Failure of an employee to work for two (2) full school years shall obligate the

employee to pay to the District an amount equal to that paid by the District while he/she was on the sabbatical leave.

5.09 **Bereavement Leave**

Each bargaining unit member shall be annually entitled to up to four (4) bereavement leave days that are not deducted from personal or sick leave. These bereavement leave days may be used to attend funerals of a bargaining unit member's immediate family and/or aunts or uncles. Employees must record their request for / use of Bereavement Leave through the District's automated online absence management system (e.g., Aesop)

5.10 **Jury Duty Leave**

The Board shall pay a bargaining unit member who is summoned to jury duty the difference between such employee's regular compensation and the remuneration received for serving as a juror. Employees must record their request for / use of Jury Duty Leave through the District's automated online absence management system (e.g., Aesop)

5.11 **Court Leave**

A. If an employee is subpoenaed by or on behalf of the Board to testify in a legal proceeding wherein the Board is a party, the bargaining unit member will be given leave at his/her regular rate of compensation and benefits for each day responding to the subpoena, which is also a regularly scheduled workday. Any witness fees (absent mileage reimbursement) received by the member in such an instance must be turned over to the Board.

B. When a member is required to be absent from his/her regular daily work schedule due to an appearance in court on behalf of the Board or arising out of his/her job-related responsibilities, he/she will be paid his/her regular compensation and benefits and will not be considered absent.

C. Non-job-related court appearances, with the exception of jury duty, will be covered by the personal and general leave provisions of this Contract.

D. Employees should record their request for / use of Court Leave through the District's automated online absence management system (e.g., Aesop)

5.12 **Family & Medical Leave**

In addition to the above benefits, members of the bargaining unit shall be entitled to leave as provided in the Family & Medical Leave Act of 1993, as amended, and the regulations adopted by the U.S. Department of Labor. Eligible employees may take up to twelve (12) weeks of unpaid leave in any 12-month period for the following qualifying reasons: (1) birth and/or care of a newborn child, within twelve (12) months of the child's birth; (2) placement of a child with an employee by way of adoption or foster care, and/or care

for the adopted or foster child within twelve (12) months of his/her arrival; (3) the employee is needed to provide physical and/or psychological care for his/her spouse, child or parent with a "serious health condition"; (4) the employee=s own "serious health condition" prevents him/her from performing the functions of his/her job; and (5) "qualified exigency" leave. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" for "military caregiver leave." For purposes of this section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). Eligible employees are entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave is taken after completion of any previous 12-month period. Employees shall be eligible for FMLA leave if they have been employed for at least twelve (12) months and performed at least twelve hundred fifty (1,250) hours of service during the 12-month period immediately preceding the leave (full-time teachers are presumed to meet the 1,250 hours of service standard). Employees on FMLA leave shall have their group health insurance benefits maintained as provided for in this Contract.

5.13 **Assault Leave**

A. "Assault" means the causing of physical harm to a bargaining unit member by any person when such employee charges such person with an offense prohibited by Ohio Revised Code Chapter 29.

B. Pursuant to and in accordance with O.R.C. Section 3319.143, assault leave shall be granted to an employee who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault that is clearly unprovoked; and (2) files criminal charges against his/her assailant as soon as he/she is physically able. Said leave shall not be charged against sick leave earned pursuant to Section 5.01 or O.R.C. Section 3319.141. Said employee shall be granted the aforementioned assault leave and maintained on full pay status during such absence, up to a maximum of thirty (30) school days. If court action results, said employee shall be granted leave of his/her professional duties to attend the court proceedings and/or give testimony at it, and no deductions will be made from his/her sick leave.

C. An employee shall be granted assault leave according to the following rules:

1. The incident resulting in the bargaining unit member's absence must have occurred during his/her course of employment with the Board while on the Board premises or at a Board-approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event.

2. Upon notice to the Building Principal or immediate supervisor that an assault upon an employee has occurred, the bargaining unit member

having information relating to such assault shall, as soon as possible, prepare a written statement detailing all facts within the employee's knowledge regarding said assault, sign said statement, and present it to the Building Principal or immediate supervisor. The employee must also agree to give written and/or verbal testimony to assist the Board and the administration as necessary to ensure appropriate disciplinary action is taken against the attacker.

3. To qualify for assault leave the employee shall furnish a certificate from a licensed physician, stating the nature of the physical disability and its likely duration, if requested by the Superintendent. The Superintendent may require a licensed physician's statement justifying the continuation of the leave.

4. A bargaining unit member shall not qualify for payment of assault leave until all documents, including any requested physician's statement, have been submitted to the Superintendent.

5. Bargaining unit members cannot accrue assault leave.

6. Assault leave shall be paid at the assaulted employee's rate of pay in effect at the time of the assault.

7. Payment under this Section shall constitute the employee's entire compensation from the Board during the period of physical disability and shall be in lieu of any payments under Ohio Revised Code Chapter 4123 ("Workers' Compensation").

8. An employee must record his/her request for / use of Assault Leave through the District's automated online absence management system (e.g., Aesop).

ARTICLE 6 – CONTRACTS

6.01 A. Bargaining unit members new to the District shall be issued one year limited contracts.

B. Bargaining unit members employed pursuant to a two-year limited contract as of August 1, 2007, are grandfathered, such that they may continue to receive two-year contracts upon renewal.

C. Employees recommended for tenure (i.e., a continuing contract) must have demonstrated consistency of performance.

D. A bargaining unit member will be considered for tenure when he/she becomes eligible for it in accordance with O.R.C. 3319.11, provided he/she notifies the

Superintendent by September 15 of the school year in which the employee wants the Board to consider him/her for tenure. If a bargaining unit member does not notify the Superintendent by September 15 that he/she wants the Board to consider him/her for tenure at the end of the school year, the employee will only be eligible for a one or two-year limited contract (depending on whether the employee is subject to Paragraph A or B above) at the end of the school year. Employees are eligible to be considered for a continuing contract when they are qualified as to certification or licensure (see O.R.C. 3319.08(D)) and have within the last five (5) years taught for at least three (3) years in the District, or have attained continuing contract status elsewhere and served two (2) years in the District. The Board, however, upon the recommendation of the Superintendent, may at the time of employment or at any time within such two-year period, declare any of the latter employees eligible.

E. During the duration of a multi-year employment contract, if a bargaining unit member who is qualified as to certification/licensure and the requisite years of experience in the District requests to be considered for tenure by September 15, the Superintendent may do one of the following:

1. Recommend the employee for a continuing contract to commence the start of the following school year; or

2. If the Superintendent is not prepared to recommend a continuing contract, allow the employee to complete the remaining year(s) of his/her multi-year contract.

F. The first time an eligible bargaining unit member is considered for tenure in the District, if the Superintendent is not prepared to recommend a continuing contract and does not want to recommend nonrenewal, the Superintendent may instead recommend that the Board issue the employee an extended limited contract for either one or two (if the employee is covered by Paragraph B above) years. At the conclusion of the extended limited contract, if the teacher is reemployed, he/she shall be issued a continuing contract. If the Superintendent intends to recommend an extended limited contract, he/she will meet with the teacher prior to presenting his/her recommendation to the Board, in order to notify the teacher of his/her intention and provide the employee with written reasons directed at the professional improvement of the teacher. This Paragraph supersedes O.R.C. 3319.11(C)(1).

ARTICLE 7 – NON-RENEWAL

7.01 A. If the Superintendent intends to recommend to the Board that a bargaining unit member be non-renewed, the Superintendent will provide to the employee, by May 10, a written statement setting forth the reason(s) why he/she intends to

make such a recommendation. Said correspondence will identify the date when the Board will consider and act on the Superintendent's recommendation.

B. An employee receiving such notice may request in writing a meeting with the Superintendent or the Board prior to the Board action on the issue of his/her employment. Employees with less than three (3) years' experience in the District may meet with both the Superintendent and Board. Said request must be made no fewer than five (5) days before the Board meeting at which the Superintendent intends to make the recommendation. If the employee requests a meeting with the Superintendent, the meeting will occur no fewer than two (2) days before the Board meeting. If the employee requests a meeting with the Board, it will take place in executive session prior to the Board considering the Superintendent's recommendation. Either meeting will be limited to a discussion of the reason(s) for the Superintendent's recommendation of non-renewal. At the meeting where such discussions are held, the employee has the right to have the Association representative of his/her choice present. Likewise, the Superintendent or Board has the right to have a representative of his/her/its choice present.

C. If after the meeting with the Superintendent, the Superintendent proceeds to recommend non-renewal to the Board and the Board votes to non-renew the employee, or if after the meeting with the Board, the Board acts to non-renew the employee, the Board's written notice of its intent not to reemploy the bargaining unit member must be delivered to the employee on or before June 1.

D. Any appeal of the Board's decision to non-renew a bargaining unit member may only be taken to a neutral third-party arbitrator within thirty (30) days of the Board's decision.

1. For teachers with three (3) or less years of experience in the District, a review of the Board's decision by an arbitrator shall not address the reasons supporting the non-renewal, but will be limited to only whether the Board complied with the procedures and time-frames set forth above and in the evaluation process.

2. For teachers with more than three (3) years of experience in the District, the arbitrator's review of the Board's decision may include both the reasons supporting the non-renewal (i.e., whether there is cause) and whether the Board complied with the procedures and time-frames set forth above and in the evaluation process.

E. Failure to observe the provisions of this Article shall deem such teacher to be re-employed pursuant to a one (1) year limited contract for the succeeding school year.

F. This Article supersedes and replaces the provisions of O.R.C. 3319.11 that relate to non-renewal of a certificated/licensed employee's limited contract.

ARTICLE 8 – REDUCTION-IN-FORCE

8.01 Reduction-in-force for the reasons set forth in O.R.C. 3319.17 as it exists on the date this Contract is ratified by the parties – i.e., return to duty of regular employees after leaves of absence, suspension of schools, territorial changes affecting the District, financial reasons, or decreased enrollment of pupils in the District – shall be made within affected teaching areas based upon the Superintendent's recommendation. The Superintendent's recommendation as to which contracts shall be suspended shall be based upon the following:

A. All bargaining unit members will be placed on a seniority list for each teaching field for which they are properly certificated/licensed. Employees serving under continuing contracts will be placed at the top of the list, in descending order of seniority. Employees serving under limited contracts will be placed on the list below continuing contract employees, also in descending order of seniority.

B. Recommendations for reductions in a teaching field will be made by selecting the lowest person on the seniority list in the affected employee's area(s) of certification/licensure among all employees receiving a "comparable" summative evaluation rating. In determining the summative evaluation rating that will be utilized for purposes of this Article, the Superintendent will average the employees' three most recent summative evaluation ratings (working off the numerical value of the assigned summative rating). If an employee does not have three summative evaluation ratings, the Superintendent will either utilize the one rating available if the teacher has only been in the District one year, or average the two ratings available if the teacher has been in the District for only two years. A teacher without a summative evaluation rating (i.e., a first year teacher if the RIF will occur prior to the end of the school year) shall be the first to have his/her contract suspended. In making his/her recommendations, the Superintendent must first reduce bargaining unit members on limited contracts and then bargaining unit members on continuing contracts.

1. Employees with limited contracts will be reduced utilizing the following order:

   a. Certification/Licensure within the affected teaching field.

   b. Comparable evaluations as defined below.

   c. When evaluations are "comparable," seniority in the District shall prevail, with the contract of the least senior limited contract employee in the affected teaching field being the first to be suspended.

2. Should the necessary reduction of bargaining unit member positions exceed the number of limited contract employees in the affected teaching

field, continuing contract employees shall be reduced utilizing the following order.

a. Certification/Licensure within the affected teaching field.

b. Comparable evaluations as defined below.

c. When evaluations are "comparable," seniority in the District shall prevail, with the contract of the least senior continuing contract employee in the affected teaching field being the first to be suspended.

3. Comparable Evaluations: Suspension of bargaining unit members, and recall of eligible bargaining unit members whose contracts have been suspended pursuant to a RIF, will not be based upon seniority, except in circumstances when choosing between employees with "comparable" holistic teacher performance ratings. The application of the term "comparable" as applied to teacher evaluations shall be based on the following:

a. For the term of this Contract, "comparable holistic teacher performance ratings" is defined as the average of the employee's three most recent OTES evaluations in the District (if an employee has fewer than three OTES evaluations in the District, it is the average of the employee's OTES evaluations in the District) such that:

i. All employees rated "Ineffective" on their holistic teacher performance rating will be considered to be "comparable" to each other.

ii. All employees rated "Developing" on their holistic teacher performance rating will be considered to be "comparable" to each other.

iii. All employees rated "Skilled" or "Accomplished" on their holistic teacher performance rating will be considered "comparable" to each other.

b. For the successor Contract, "comparable holistic teacher performance ratings" is defined as the average of the employee's three most recent OTES evaluations in the District (if an employee has fewer than three OTES evaluations in the District, it is the average of the employee's OTES evaluations in the District) such that:*

i. For employees with a limited contracts:

(1) All employees rated "Ineffective" on their holistic teacher performance rating will be considered to be "comparable" to each other.

(2) All employees rated "Developing" on their holistic teacher performance rating will be considered to be "comparable" to each other.

(3) All employees rated "Skilled" on their holistic teacher performance rating will be considered to be "comparable" to each other.

(4) All employees rated "Accomplished" on their holistic teacher performance rating will be considered "comparable" to each other.

ii. For employees with continuing contracts:

i. (1) All employees rated "Ineffective" on their holistic teacher performance rating will be considered to be "comparable" to each other.

(2) All employees rated "Developing" on their holistic teacher performance rating will be considered to be "comparable" to each other.

(3) All employees rated "Skilled" or "Accomplished" on their holistic teacher performance rating will be considered "comparable" to each other.

** The Parties expressly agree that this sub-section shall serve as the mutually agreed upon sunset language for this topic (i.e., the starting place for future negotiations concerning the definition of "comparable" evaluations).*

C. Limited contract employees whose contracts are suspended shall be placed on a recall list for a period of twenty-four (24) months and shall have the right to restoration to service status as set forth above when bargaining unit positions become available for which they are qualified. Continuing contract employees shall remain on the recall list indefinitely. Employees with continuing contracts shall be given preference over limited contract employees on the recall list.

8.02 If the Board is contemplating the layoff of any bargaining unit members, it will so notify the Association at least thirty (30) days before the proposed effective date of the layoff.

Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. The Association shall contact the Superintendent to schedule a meeting to discuss the proposed reduction-in-force. The Administration will make available to the Association, at Board expense, all relevant data. Any bargaining unit member who is to be laid-off will be so notified in writing at least fifteen (15) days before the effective date of the layoff. Such notice will include the proposed time schedule and the reason for the proposed action. If the Board is considering a reduction-in-force that will take place at the start of the following school year, the Board will notify the Association of the potential for a reduction-in-force prior to the end of the school year. The affected employees shall be notified as soon as possible after the Board acts on the Superintendent's recommendation; however, the Superintendent shall hold-off making his/her specific recommendations until the summative evaluation rating is calculated for the concluding school year. Nothing herein shall prevent the Board from conducting a reduction-in-force at times other than the start of a school year.

8.03 For purposes of this Article, seniority shall mean the length of continuous employment in a bargaining unit position as follows:

A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.

B. Seniority shall accrue for all time an employee is on active pay status or is receiving workers' compensation benefits.

C. Time spent on inactive pay status (unpaid leave or layoff) shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

D. Employees' seniority shall be determined based upon his/her length of continuous contracted service as a teacher in the District as reflected in STRS's records. The exclusions set forth in Article 1.01(B) apply (i.e., service as a substitute does not count toward seniority). This provision shall apply effective July 1, 2014, when calculating seniority for all employees.

E. No employee shall accrue more than one (1) year of seniority in any work year.

F. No employee working in a position classified as auxiliary services shall accrue seniority for purposes of a reduction-in-force.

G. <u>Equal Seniority</u>

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

2. Ties in seniority shall be broken by the following method to determine the most senior employee:

a. The employee with the first day worked; then
b. The employee with the earliest day of employment (i.e., date of hire by Board action); then
c. The employee with the earliest date of teacher application, or if there is no application on file, the date the employee submitted a letter of interest or submitted a W-2/tax forms; then
d. By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of the designated representative assigned by the Association.

H. Super-Seniority

For layoff purposes only, employees employed under continuing contracts shall have greater seniority than employees employed under limited contracts.

I. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is employed in a full-time non-bargaining unit position; is non-renewed (with a break in service), terminated, or otherwise leaves the employment of the Board.

8.04 **Posting of Seniority List**

The Administration shall post the seniority list twice annually by October 1 and March 1 of each work year. The seniority list shall be posted on the designated bulletin board in each building/work site and will indicate, by area of certification, license, or entry-level requirement, the first day worked, the date of Board resolution to hire, and the contract status (limited or continuing) of each employee. Said list shall be provided by the Superintendent to the Association President on or before the date of posting.

A. The name of employees on the seniority list shall appear in seniority rank order within areas of certification, license, or entry-level requirements, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing.

B. The names of employees who are certificated, licensed, or otherwise minimally qualified in more than one (1) area shall be included on the listing for all areas of certification, license, or entry-level requirement.

C. The names of part-time employees shall appear on the seniority list but shall be listed separately from the names of full-time employees.

8.05 **Correction of Inaccuracies**

Each employee and the Association shall have a period of thirty (30) work days after posting of the seniority list in which to advise the Administration in writing of any inaccuracies that affect seniority. The Administration shall investigate all reported inaccuracies and make such adjustments as may be in order and post the updated list immediately. No protest shall be considered after thirty (30) work days of the posting of the seniority list and the list shall be considered as final until the next posting.

8.06 A. Employees will be recalled in reverse order of layoff. If properly certificated/licensed, the employee with the most seniority and based upon comparable evaluations shall be recalled first and then in descending order.

B. Notice of recall will be given by certified and regular mail to the last address given by the employee to the Superintendent's office. A copy of the notice of recall will be given to the Association. If a bargaining unit member fails to respond within twenty (20) days, excluding Saturday, Sundays, and Holidays, after posting of the above notice of recall, he/she will be deemed to have refused the position offered, resigned, and have no further expectation of continued or future employment.

C. A limited contract employee who is laid-off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:

1. waives his/her rights in writing;

2. resigns;

3. fails to accept recall to the position he/she held immediately prior to layoff or to an equivalent position, or fails to respond timely to a notice of recall or fails to report timely after notification; or

4. fails to report to work in a position that he/she has accepted within ten (10) work days after receipt of the notice of recall unless such employee is sick or injured. If an employee has secured temporary employment elsewhere, he/she will be allowed ten (10) work days additional time before being required to report to work.

8.07 While on layoff, a bargaining unit member will have the option to remain an active participant in the fringe benefit programs by making payment to the Board Treasurer in the amount necessary to maintain such fringe benefits at least thirty (30) calendar days in advance of the monthly premium due date.

8.08 All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave will be restored to him/her upon return to active

employment and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A bargaining unit member will not receive increment credit for time spent on layoff nor will such time count towards the fulfillment of time requirements for acquiring tenure.

ARTICLE 9 – CLASSROOM CONTROL

9.01 Efforts to deal with pupil behavior in schools are directed to a higher goal than control of conduct in classroom halls and grounds. That goal is the learning of adequate pupil self-direction and control within the framework of what society has defined as acceptable behavior. Effective classroom teaching is dependent upon teacher control of the classroom.

9.02 Each Building Principal shall publish and distribute at the beginning of each school year to all students and teachers, written behavioral rules and regulations along with projected disciplinary measures in accordance with state law and/or Board policy.

9.03 The Board and Administration shall support and assist employees with respect to maintenance of classroom control and discipline according to school policies, rules, and regulations.

9.04 In case of verbal or physical threat or assault, the procedures to be followed shall include, but are not limited to the following:

A. A bargaining unit member who has been verbally or physically threatened or assaulted may make an oral report to the Building Principal or his/her designee. The employee shall make a written report to the Building Principal before leaving school that day or as soon as possible. The report shall contain relevant fact(s) and include names of employees, students, and/or other persons who witnessed the threat or assault.

B. When there is probable cause for believing that threatened actions could become a reality, the Building Principal, if he/she deems necessary, shall notify the police. In any case, the employee, acting in a personal capacity may notify the police if he/she judges such notification to be necessary. If it is determined that charges should be filed against the student, the employee will file a complaint with the Juvenile Court or the City Solicitor, as appropriate, and provide such reports as may be required for the processing of the case.

C. At the discretion of the bargaining unit member in charge of the classroom, the accused student or students may be immediately removed from class. The Building Principal will investigate the allegations and decide whether disciplinary action is appropriate. Charges may be filed against the student as indicated in the previous paragraph. If the charges are filed and substantiated, and if and when the student may be permitted to return to classes, he/she will be transferred out of the

assaulted teacher's class upon the teacher's request provided a suitable alternative class assignment can be made.

9.05 A. It is recognized that securing desirable student behavior is integrally bound with the educational process and thus is promoted largely through positive instructional and counseling measures occasionally supplemented by enforcement procedures. It is further recognized that teachers are to secure adherence to school regulations and students are expected to comply with reasonable direction from all adult school employees in accordance with the Board's school discipline policy and procedures. The Board periodically will review and, if it deems necessary, direct the development of further recommendations regarding such policy and procedures.

B. The Board is cognizant that, in spite of the normal and reasonable efforts of a teacher and/or counselor, certain students may chronically and/or flagrantly disregard the teacher in the exercise of his/her legal authority. When such is the case, prompt and firm administrative support for the teacher is considered essential to the maintenance of good order in school.

C. The Board further recognizes that certain students may possess characteristics outside of the normal range considered appropriate for the regular classroom situation. Whenever it appears that a particular pupil may require the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, school authorities will take reasonable steps to assist the teacher in his/her responsibilities with respect to such pupil.

D. A student who repeatedly disrupts the learning environment in the classroom and fails to respond to efforts of the classroom teacher to control such misbehavior shall be referred to the Building Principal or his/her designee, unless the student's behavior is a manifestation of his/her disability. The teacher shall furnish a written summary of the facts of the case. The Building Principal shall develop procedures for making such referrals within the building and distribute copies to all teachers in that building in accordance with state law and/or Board policy.

E. In order to maintain student control and to protect persons and property, employees may, within the scope of their employment, act in accordance with O.R.C. 3319.41(C). Employees acting in accordance with this provision shall be entitled to the protection afforded by Article 19.

9.06 In accordance with O.R.C. 3313.66, if a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within a classroom or elsewhere on the school premises, a bargaining unit member may remove a pupil from curricular activities under the teacher's supervision for the remainder of the school day. As soon as practicable after making such a removal, the teacher shall submit in writing to the principal the reasons for such removal.

A. If suspension or expulsion is contemplated, a hearing will be held within three (3) school days from the time the initial removal is ordered. If an administrator intends to reinstate a pupil in the bargaining unit member's class prior to the hearing, the administrator must provide the employee with written reasons for doing so.

B. Any employee who orders, causes, or requests an emergency removal of a pupil must, under O.R.C. 3313.66(C), be present at the hearing referenced in the preceding paragraph.

C. If it is determined after a hearing that the removed pupil is going to be suspended or expelled, he/she shall not be returned to the same employee's class until after a suspension/expulsion is served unless reinstated by an appeal hearing or court order.

9.07 A. Bargaining unit members have the final authority to issue grades. No employee assigned grades will be altered without being mutually agreed to by the employee and the administrator.

B. If a clerical error is identified and if the Building Principal is unable to reach the employee regarding the clerical error, the administrator may make the adjustment and forward documentation of said error and change to the employee's home address.

ARTICLE 10 – SCHOOL DAY AND YEAR

10.01 A. Length of School Day:

1. *Elementary & Middle School*: The length of each school day shall be seven (7) hours and thirty-one (31) minutes, which includes a paid forty-six (46) minutes for lunch.

2. *High School*: The length of each school day shall be seven (7) hours and thirty (30) minutes, which includes a paid thirty (30) minutes for lunch.

3. The length of day at each building may be extended sixty (60) minutes per month for the purpose of building staff meetings.

B. Planning/Preparation and Flex Time:

1. Relevant Terms/Concepts Defined:

a. Flex Time – A period during the teachers' work day that is set aside to provide staff with time to collaborate professionally with colleagues (e.g., participate in TBTs, BLTs, etc.) and/or to provide

intervention and assistance to students to support their academic achievement. Administrators may provide direction and guidance to staff concerning how they use their Flex Time.

b. Teacher Based Teams (TBTs) are teams of teachers collaborating on academic data and best instructional practices following the Ohio Improvement Process. Teams are developed within each building by subject area or grade level(s). TBTs meet once a week and report in writing to the BLT prior to next week's meeting; staff will use the TBT five-step process form created by ODE for reporting to the applicable BLT. TBTs shall meet for a minimum of forty (40) minutes or one (1) class period per week.

c. Building Leadership Teams (BLTs) shall meet twice a month for between forty-five (45) and sixty (60) per meeting.

2. Vincent Elementary School: Teachers will have two hundred forty (240) minutes of planning/preparation time every week, except one planning/preparation period per week will be used for TBT meetings. BLT meetings will occur after school and staff that volunteer to participate in the BLT shall not be compensated for their time.

3. Durling Middle School: Teachers will have five (5) class periods per week for planning/preparation, except one of those periods shall be used for TBT meetings. Additionally, teachers may use one Flex Time (previously "Inquiry") period per week for BLT and department meetings, and the remaining Flex Time periods shall be used to provide student assistance/intervention.

4. Clearview High School: Teachers will have five (5) class periods per for planning/preparation, and five (5) Flex Time periods per week. TBT, BLT and department meetings will occur during the Flex Time periods, along with student assistance/intervention.

C. Planning/Preparation Time for Itinerant (i.e., Traveling) Teachers:

1. Itinerant teachers will receive planning/preparation time in blocks of at least twenty (20) consecutive minutes.

2. If an itinerant teacher is not scheduled during the student day to receive the contractually required planning/preparation time, the itinerant teacher will be released from performing assigned (extra) "duty" before and after the student day.

3. If an itinerant teacher is short on planning/preparation time, on a quarterly basis, the teacher (at his/her discretion) will either (a) be provided release

time (i.e., period(s)) equivalent to the amount of time the teacher's planning/preparation time was short for that quarter), or (b) the Board will pay the teacher the classroom coverage rate specified in Article 23 for the number of period(s) the teacher's planning/preparation time was short for that quarter.

D. 1. The elementary school administrator shall explore every option to schedule a thirty (30) minute block of planning time per day for each teacher and if unable to do so will communicate the schedule conflict to the Superintendent who will meet with the Association President to discuss a mutually agreed upon resolution.

2. A full-time elementary music position and an elementary/junior high/high school choir position shall be maintained as determined by the Board based on enrollment and financial considerations. Providing that full-time positions may exist as outlined above, common planning time opportunities will be maintained at the Durling and Vincent buildings. Maintaining common planning time in the elementary building will not affect the class schedule of teachers in grades 7-12 hired on or before August, 1993.

3. Travel schedules of the elementary art, music, and physical education teachers will be scheduled to coincide with conference time and lunch time when feasible. If not feasible, then necessary time needs to be provided for classroom transitions.

E. If the need arises to schedule a meeting or conference during a teacher's planning/preparation time, the building administrator/central office personnel will contact the teacher in order to identify a mutually agreeable time to meet by the end of the following school day.

10.02 Upon written request, the Building Principal may excuse a bargaining unit member from a staff meeting because of a reasonable unavoidable commitment.

10.03 Itinerant teachers shall be given twenty (20) minutes travel time between Vincent and Durling/Clearview High School and ten (10) minutes travel between Durling and the High School. The Superintendent or designee will annually notify itinerant teachers as to which building is considered the teacher's primary assignment for purposes of determining the length of the teacher's planning/preparation time and lunch period.

10.04 The Superintendent or designee will either assign a laptop to itinerant teachers or designate a fixed location in each building in which the teacher works where the teacher will have access to needed instructional materials. If the designated space is unavailable on a specific day, the Building Principal will designate an alternative location for that day where the itinerant teacher will have access to needed instructional materials.

10.05 A bargaining unit member may leave the school building during his/her lunch period after notifying the office. A bargaining unit member may leave the building during a planning/preparation period with the approval of the Building Principal.

10.06 The Administration shall assign to all bargaining unit members the responsibility of sharing student supervision on an equitable basis during those times that fall within the employee's day.

10.07 All elementary, middle and high school bargaining unit members may be required to enter student grades and attendance, interim progress reports, and report cards in the format designated by the Building Principal.

10.08 Annually, by December 1, the Association shall submit to the Superintendent a suggested school calendar for the following school year. The Superintendent will likewise develop by December 1, a potential school calendar for the next school year. The Superintendent will meet with the Association President prior to Winter Break to consider the calendar submitted by the Association and review his/her proposed calendar with the Association President. At the meeting, the Association President may provide feedback concerning setting each building's parent-teacher conferences for the upcoming school year. The Superintendent will subsequently, in his/her sole discretion, recommend a school calendar for the Board to act upon after January 1.

10.09 Work Year: The employee work year will consist of one hundred eighty-five (185) days. Annually the District will be open for instruction a minimum of nine hundred ten (910) hours for students in full-day kindergarten through Grade 6, and one thousand one (1,001) hours for students in Grades 7 – 12. As part of the minimum hours, the District will use two (2) equivalent days for the purpose of individualized parent-teacher conferences and reporting periods; two (2) equivalent days for the purpose of professional meetings of teachers; and up to two (2) daily recess periods of no more than fifteen (15) minutes each (one in the morning, and one in the afternoon) for students in Grades kindergarten through 6. The Parties expressly acknowledge that lunch periods, breakfast periods, and extracurricular activities do not count toward the minimum hours that the District is open for instruction.

In addition to the two professional development days that count toward the minimum hours, the District will schedule at least four-and-a-half other days of professional development during the one hundred eighty-five (185) work days. Professional development will consist, at a minimum, of the following: a district-wide in-service day at the start of the school year; a half-day building meeting at the start of the school year; NEOEA Day; and four (4) other in-service/professional development days.

Teachers will also have a half-day prior to the first student day to prepare their rooms.

In total there will be the equivalent of three (3) records days, and the equivalent of two (2) conference days each school year. The record reporting days will consist of a full-day at the end of the first semester, a full-day at the end of the second semester, and a half-

day at the end of the first and third quarters. The other half-day at the end of the first and third quarters will be utilized for professional development.

ARTICLE 11 – CLASS SIZE AND LOAD

11.01 The Association and the Board recognize that pupil-teacher ratio is an important aspect of an effective educational program.

11.02 **Class Size**

During the term of this Contract:

A. Teachers (K) shall have twenty-seven (27) students maximum per class. Teachers (1-4) shall have twenty-seven (27) students maximum per class with no more than three (3) students being assigned to any one classroom above the stated maximum. Teachers (5-12) shall have twenty-nine (29) students maximum per class with no more than three (3) students assigned to any one classroom above the stated maximum.

B. If class size exceeds twenty-nine (29) students in a 5-12 classroom, the affected 5-12 teacher will receive an amount equal to one hundred dollars ($100) per semester per student above twenty-nine (29), per class or section, to a maximum of three hundred dollars ($300) per class period.

C. If class size exceeds twenty-seven (27) students in a 1-4 classroom, 1-4 teachers will receive four hundred dollars ($400) per student above twenty-seven (27) in a self-contained classroom, to a maximum of one-thousand two-hundred dollars ($1,200) per school year.

For the successor Contract:*

A. Teachers (K-4) shall have twenty-seven (27) students maximum per class with no more than five (5) students being assigned to any one classroom above the stated maximum. Teachers (5-12) shall have twenty-nine (29) students maximum per class with no more than three (3) students assigned to any one classroom above the stated maximum.

B. If class size exceeds twenty-nine (29) students in a 5-12 classroom, the affected 5-12 teacher will receive an amount equal to one hundred dollars ($100) per semester per student above twenty-nine (29), per class or section, to a maximum of three hundred dollars ($300) per class period.

C. If class size exceeds twenty-nine (29) students in a K-4 classroom, K-4 teachers will receive four hundred dollars ($400) per student above twenty-nine (29) in a

self-contained classroom, to a maximum of one-thousand two-hundred dollars ($1,200) per school year.

** The Parties expressly agree that this sub-section shall serve as the mutually agreed upon sunset language for this topic (i.e., the starting place for future negotiations concerning the topic of "Class Size").*

11.03 Teachers of departmentalized classes in grades five (5) through twelve (12) shall not have a daily class load that exceeds one hundred and eighty (180) students.

11.04 For purposes of this subsection, class size shall be calculated effective on the seventh (7th) school day in October for the first semester and the tenth (10th) school day of the second semester, based upon students who are legally enrolled, excluding students on home instruction.

11.05 The above class size maximums shall not apply to music (choir, band and instrumental), physical education, homeroom, study hall, and lunch. No high school teacher or applicable middle school teacher shall be scheduled with more than four (4) preparations, unless the teacher agrees to five (5).

11.06 **Classes Containing Special Education Students**

A. Elementary special education students must be mainstreamed into a class for two (2) hours of the day to be counted as a student in the class.

B. If there are two teachers in the classroom on a daily basis, then a total of thirty-two (32) students can be assigned to the classroom before the above provisions go into effect.

ARTICLE 12 – EMPLOYMENT PRACTICES AND CONDITIONS

12.01 Every effort will be made to employ teachers who hold at least a Bachelor's Degree from an accredited college or university. Employment of teachers holding "temporary" certification/licensure will be avoided, if possible.

12.02 Consistent with federal and state law, the Board will not discriminate on the basis of race, color, national origin, sex, age, religion or disability.

12.03 All teachers who have a regular class schedule must develop and keep up-to-date lesson plans or curriculum maps, whichever is specified by the Building Principal. At the discretion of the Building Principal, the lesson plans or curriculum maps will be submitted to his/her office on a specified day on a weekly basis, or will be made available for review in the teacher's classroom. The Building Principals will give each teacher, at the beginning of the school week, a listing of scheduled or projected school activities for that week.

12.04 In the event that adequate substitute teachers are not readily available to fill unanticipated absences, the following procedures shall be observed:

A. The administrator or his/her designee shall review all available options to cover absences.

B. If the administrator finds it necessary to cover an absence with an available teacher who is scheduled at the time for a planning/preparation period, then the administrator or designee will ask the available teacher(s) to cover the absence. An effort should be made to rotate requests for coverage among the teachers available to cover the absence. Should the teacher voluntarily accept the coverage assignment, then the teacher will be reimbursed according to the rate listed in Article 23.01.

C. In the event the administrator determines that available teachers would prefer not to use their planning/preparation time to fill the temporary absence, then the administrator may elect to re-assign another teacher/tutor not on a planning/preparation period to cover the absence.

D. In the event that the administrator determines that it is not appropriate to reassign teacher(s) to fill a temporary absence and all available teachers on a planning/preparation period have stated their preference not to use their scheduled planning/preparation time to cover the absence, only then may the administrator require a teacher to cover the absence. Required coverage as determined by the administrator shall be compensated according to the rate listed in Article 23.01.

E. In the event an administrator determines that a teacher is required to cover an absence, the administrator shall assign required coverage on a rotational basis among the teachers available on a planning/preparation period.

12.05 In the event two or more teachers mutually agree to cover a temporary absence for one another without filing for compensation or special leave approval, the administrator must be notified and approve of such an arrangement, and all teachers involved will in effect waive portions of the Contract impacted by such an arrangement approved by the administrator.

12.06 Whenever the temperature of a school building and/or classroom drops below sixty (60) or rises above eighty (80) degrees F, the teacher shall so notify the Building Principal and, within a ninety (90) minute period during which students are present, the class will be moved to a mutually agreed upon location.

12.07 The Board shall endeavor to provide educational facilities and faculty lounges that conform to local and state health and safety codes.

12.08 If the Superintendent and/or his/her delegate or representative determines that there is a general civil disturbance in the area of the school, no teacher will be required to attend school while the emergency exists. In the event of disorder or other emergencies while school is in session and a teacher is in charge of pupils, such teacher shall use the judgment of a prudent person in caring for the safety and welfare of such pupils. In circumstances when a building loses utilities (e.g., water, gas, electricity) but it remains open and students are present, teachers must remain at the school.

12.09 If the administration requires a teacher to interrupt regularly scheduled classes or duties to perform duties under a supplemental contract, the Building Principal is responsible for coverage of the teacher's regularly scheduled classes or duties that are interrupted.

12.10 The parties agree that instructional efforts should be complemented by the District's counseling and special services, which shall be fully available.

12.11 The Board, the Administration and the Association shall adhere to those personal rights as guaranteed to every individual by the Constitution of the United States.

12.12 **Building Principal/Superintendent-Initiated Transfers**

The Building Principal shall identify the reason(s) for recommending the teacher's transfer in writing, if requested, and discuss the reasons with the staff member involved. Transfer in the elementary and middle school is by grade level; transfer in high school is a transfer within present certificated/licensed subject areas.

12.13 **Teacher-Initiated Transfers**

A. All bargaining unit positions that the Board decides to fill shall be posted on the District's website for a period of five (5) calendar days (excluding weekends and holidays). The Board will also simultaneously send an email to all bargaining unit members informing them of the posting. If the Board elects not to fill a position, it shall notify the Association President within thirty (30) days of the vacancy occurring.

B. Vacancies will be filled on the basis of certification/licensure and qualifications. The Board will interview all internal applicants for a vacancy and will notify unsuccessful internal candidates why they were not selected for a specific vacancy.

C. During the summer, the Board will send an electronic alert/notice to all bargaining unit members when it posts vacant bargaining unit positions on the District's web site.

12.14 Counsel may be present at any meeting between a bargaining unit member and an administrator where discipline is to be imposed on the employee. Discipline shall be

defined as a written reprimand that is to be placed in the employee's personnel file and/or a suspension of assigned duties and/or pay.

A bargaining unit member may respond in writing to critical material placed in his/her personnel file. The responses submitted by the employee within thirty (30) days of the critical material being placed in his/her personnel file will be attached to the critical material in the file.

12.15 **Summer School**

A. All summer school teaching positions will be posted on the District's website for a period of five (5) calendar days (excluding weekends and holidays). The Board will simultaneously send an email to all bargaining unit members informing them of the posting, and if the posting occurs after the last teacher work day for the school year, the Board will send an electronic alert/notice to all bargaining unit members concerning the posting.

B. Vacancies will be filled from within the bargaining unit, on the basis of certification/licensure and qualifications, after an interview with the Building Principal.

C. Compensation shall be twenty-five dollars ($25.00) per hour for the period established by the Building Principal.

ARTICLE 13 – COMPENSATION FOR WORK-CONNECTED INJURY/ILLNESS

13.01 The Board and school administrators will cooperate in every reasonable way with a bargaining unit member who sustains any injuries from physical assaults or any work-connected injury or illness. An employee who is injured and/or becomes ill due to work-connected assignment in the course of employment may file a claim with the State Worker's Compensation Fund to obtain reimbursement of hospital and doctor bills. A member of the administrative staff will be available to properly and promptly assist the bargaining unit member with completing the necessary paperwork to submit the claim.

13.02 Annual increments are correlated to paid days of services during the preceding year and will not be denied by the reason of any absence due to work-related injury or illness.

ARTICLE 14 – TEACHER EVALUATION

14.01 Teacher evaluation shall be for the purpose of assessing overall performance as an employee of the Clearview Local School District. In accordance with Ohio Revised Code Section 3319.111, the Board-adopted standards-based teacher evaluation policy,

which was developed in consultation with the Association, is included in this Negotiated Agreement, as an Appendix, for application to OTES teachers.

The Board policy will be provided to all OTES teachers along with the Clearview Teacher Growth Model ("CTGM") that was developed by the Clearview Professional Growth Team ("PGT"). The PGT shall consist of an equal number of administrators appointed by the Superintendent and teachers appointed by the Association President. The PGT developed the CTGM to provide Clearview teachers with a more detailed view of their performance, with a focus on specific strengths and opportunities for improvement.

The Association and the Board agree to utilize the PGT for the purpose of recommending revisions to the Board's standards-based OTES teacher evaluation policy and the CTGM, and to regularly review the effectiveness of the policy and CTGM, including forms, for the evaluation of OTES teachers in the District.

14.02 The evaluation system and forms developed by the PGT – i.e., the CTGM – shall be uniform throughout the District, and shall conform to the measures recommended by the Ohio Department of Education's ("ODE") OTES Teacher Performance Evaluation Rubric.

14.03 Evaluation shall be governed by the Board's standards-based OTES teacher evaluation policy and the CTGM utilizing the following components:

A. Observation: Bargaining unit members will receive formal observations and periodic classroom walkthroughs as set forth herein, following the timelines established in the CTGM. Formal observations shall last for a minimum of thirty (30) minutes with a pre- and post-conference occurring with each formal observation.

Except as described below, teachers shall receive at least two (2) formal observations, along with periodic classroom walkthroughs, each school year. In particular, teachers involved in the Resident Educator Summative Assessment ("RESA") process (i.e., newer teachers who do not possess a professional teaching license) shall be formally observed at least twice, in addition to periodic classroom walkthroughs, each school year. Similarly, teachers new to the District, even if they already possess a professional teaching license, shall be annually formally observed at least twice, in addition to periodic classroom walkthroughs, during their first three years of employment with the District.

Teachers who are under consideration for nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

Teachers with continuing contracts who receive a Final Summative Rating of "Accomplished" on the teacher's most recent evaluation may be evaluated by the Board every three (3) school 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 pursuant R.C. 3319.111(C)(2)(a).

Teachers with continuing contracts who receive a Final Summative Rating of "Skilled" on the teacher's most recent evaluation may be evaluated by the Board every two (2) 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 pursuant R.C. 3319.111(C)(2)(b).

Teachers with limited contracts, who possess a professional teaching license and have worked in the District for at least the last three (3) school years, who receive a holistic teacher performance rating of "Accomplished" on the teacher's two most recent evaluations may be evaluated by the Board every three (3) school 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 pursuant R.C. 3319.111(C)(2)(a).

Teachers with limited contracts, who possess a professional teaching license and have worked in the District for at least the last three (3) school years, who receive a holistic teacher performance rating of at least "Skilled" on the teacher's two most recent evaluations may be evaluated by the Board every two (2) 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 pursuant R.C. 3319.111(C)(2)(b).

Teachers rated "Accomplished" or "Skilled" as set forth above who are on the alternate schedule of observations contained in the CTGM, must still receive at least one (1) formative (not scored) observation and one (1) conference in any year the teacher is not formally evaluated in accordance with R.C. 3319.111(C)(3).

B. Evaluation: Following the timelines established in the CTGM, each teacher will receive a Final Summative Evaluation Rating of his/her overall performance. The Final Summative Evaluation Rating will be based upon the teacher's performance as it was assessed during walkthroughs and formal observations that were conducted during the current school year, and the student growth measures (SGMs) resulting from assessments that were administered the previous school year, in accordance with R.C. 3319.111 and the CTGM. When completing the "Teacher Observation Rubric and Scoring Sheet," evaluators may take into consideration and note other areas of concern and/or improvement that have been brought to the teacher's attention during the course of the school year.

C. Walkthroughs: Teachers will receive at least two (2) walkthroughs each school year as provided in the CTGM. Walkthroughs shall last at least five (5) consecutive minutes, but not more than thirty (30) consecutive minutes, in duration.

D. Documentation: The evaluation reports (i.e., the Final Report Card (Form D)) as referenced in the CTGM shall be signed by the evaluator. Any documentation generated by an administrator/evaluator is to be shared with the bargaining unit member prior to being placed into his/her personnel file. The teacher shall sign any documentation requiring signatures to verify notification to the teacher that the evaluation will be placed in his/her personnel file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. The Board will maintain all other documentation relevant to teacher evaluations in accordance with state law.

E. Timelines:

1. Continuing Contract Teachers will be observed/evaluated based upon their evaluation rating in accordance with R.C. 3319.111, and with the procedures outlined in the CTGM. Observations will occur during the school year and the final evaluation will be completed by June 1st or the last teacher workday.

2. Limited Contract Teachers will be observed/evaluated based upon their evaluation rating in accordance with R.C. 3319.111, and the procedures outlined in the CTGM. The final evaluation will be completed by May 1st.

F. Nonrenewal: Teachers who are under consideration for nonrenewal shall receive at least three (3) formal observations. Evaluations for those that qualify under this provision will be completed by May 1st. If the teacher is recommended for nonrenewal, the Board will provide written notice to the teacher of the nonrenewal by June 1st. Teachers governed by this provision will be provided a written report of the results of his/her evaluation by May 10th.

14.04 **Teachers With No Student Growth Measures**

All certificated/licensed staff shall be evaluated in accordance with the process and procedures outlined in the CTGM.

14.05 Teachers' evaluations shall be based upon performance expectations contained in the teacher performance evaluation rubric developed by the PGT and contained in the CTGM.

14.06 To the extent this Article does not conflict with the requirements of applicable statutes, the evaluation procedures set forth herein shall control the evaluation of teachers employed by the Board.

14.07 Teachers will be provided with a copy of the current job description upon initial employment and all teachers will receive a copy of the job description if it is modified.

14.08 A Job Description Committee ("JDC") shall be established for the purpose of reviewing and updating job descriptions for current teaching positions and supplemental contract positions. The JDC shall be comprised of three (3) bargaining unit members appointed by the Association President, and three (3) administrators appointed by the Superintendent. The JDC shall be utilized when the Board determines it is necessary and/or appropriate to update the District's job descriptions. If the Superintendent does not approve the JDC's recommendations, the Superintendent will return those job descriptions that he/she does not approve to the JDC for further revisions. After the Superintendent approves the job descriptions, the Board will post them on its web site.

ARTICLE 15 – AUTHORIZED PAYROLL DEDUCTIONS OF PROFESSIONAL DUES AND/OR FEES

15.01 Provided five (5) or more employees request a payroll deduction, the Board shall provide the payroll deduction to the bargaining unit. The employees' request must be made in writing, on forms provided or approved by the Board Treasurer. Deductions shall be taken out of the bargaining unit member's paychecks twice a month or every pay depending on the requirement and will be continuous unless changed by the employee. Deductions, to the extent permitted by law, shall be made for:

A. C.E.A., O.E.A. (and its departments), N.E.A., NEOEA;

B. FCPE (Fund for Children in Public Education);

C. Lorain County School Employees Credit Union;

D. Annuities, Mutual Funds, TSAs, 403(b), 457s;

E. Supplemental Group Life Insurance;

F. Clearview Education Foundation;

G. Municipal Income Tax.

15.02 The Board Treasurer shall deduct payment for local, state, and federal taxes after proper authorization forms are signed by the bargaining unit member.

15.03 Association Dues deductions (see 15.01.A,) shall be in twenty (20) consecutive pays beginning the first pay in November. Once an employee authorizes the Board Treasurer to payroll deduct Association Dues, the deduction shall remain in effect until the employee notifies the Board Treasurer and Association Treasurer, during the annual opt-out period (September 1 – October 1), that he/she wants the deductions to stop.

15.04 Once an employee authorizes payroll deductions for FCPE (see 15.01.B), the deduction shall remain in effect until the start of the next school year.

15.05 An employee may notify the Board Treasurer, at any time, to start or stop any of the payroll deductions listed in 15.01.C – G.

ARTICLE 16 – SALARY SCHEDULE

16.01 Salary will be as set forth in the Index contained in Appendix A.

A. 2016-2017 school year = 2015-2016 Base plus 2.0% ($36,350).

B. 2017-2018 school year = 2016-2017 Base plus 1.75% ($36,986).

C. 2018-2019 school year = 2017-2018 Base plus 1.75% ($37,633)

16.02 The 2016-2019 Salary Schedules are set forth in Appendix A.

ARTICLE 17 – EDUCATION REIMBURSEMENT

17.01 The Board will pay up to three hundred dollars ($300.00) per semester credit hour (or the actual cost of the credit if less than $300), up to one thousand eight hundred dollars ($1,800.00) per year (i.e., six (6) credits), for graduate coursework approved by the Superintendent in subject area(s) or related instructional skills at colleges or universities recognized by the Ohio Board of Regents and taken after the effective date of this Contract. This education reimbursement is also available for coursework specifically required by the Ohio Department of Education for renewal of a teaching license or as a result of the transition from certification to licensure, or if an employee is taking coursework at the Board's request in order to qualify for a new teaching license. This will be a one-time only payment payable in October of each year for the previous school year upon documentation of successful completion of hours. Any teacher not returning to the District for at least one school year automatically forfeits such payment. Any teacher resigning during the school year following the earning of hours will have the payment deducted from his/her final salary.

There will be a twenty-five thousand dollar ($25,000) yearly cap on Board expenditures for graduate coursework. In the event that the total expenditures exceed twenty-five thousand dollars ($25,000), each applicant will receive a prorated share of the Board disbursement.

ARTICLE 18 – INSURANCE PROGRAM

18.01 **Hospitalization / Dental Coverage**

A. The Board shall provide hospitalization / major medical and dental coverage. Each bargaining unit member may annually select one of the Health Benefit Plans listed in Appendix C (e.g., *Premium*; *Standard*; *Minimum Value*).

B. Board Contribution to Coverage:

The Board shall pay ninety percent (90%) of the cost of the *Premium* and *Standard* coverages for full-time employees, and, for part-time employees, the Board shall pay ninety percent (90%) of that part of the total cost proportionate to the workload; the Board shall pay one hundred percent (100%) of the cost of the *Minimum Value* coverage for full-time employees.

C. The Association will have the Association President or designated bargaining unit member representative on any committee formed to change insurance carriers. This representative will have a voice on the committee.

D. Working Spouse Mandatory Enrollment Rule

Any spouse that has single medical/prescription drug insurance coverage available through his/her employer, business, organization or retirement plan, that costs the spouse no more than 25% of the premium cost for the lowest cost plan, must enroll in that coverage and the Clearview Local School District's Health Plan will coordinate as secondary payer for any and all services provided.

It is the employee's responsibility to advise the District Treasurer or designee promptly (i.e., within 30 days after any change in eligibility) if the employee's spouse becomes eligible to participate in group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan, or if the contribution for single coverage changes. Upon becoming eligible, the employee's spouse must enroll in single coverage under any group medical/prescription drug insurance sponsored by his/her employer, business, organization, or retirement plan unless he/she is exempt from this requirement because the spouse's cost for single coverage under the lowest cost plan is more than 25% of the premium cost.

Any spouse who fails to enroll in any group medical/prescription drug insurance coverage sponsored by his/her employer, business, organization, or any retirement plan, as required by this rule, shall be ineligible for benefits under such group insurance coverage sponsored by the Clearview Local School District.

Every employee whose spouse participates under the Clearview Local School District's medical/prescription drug insurance coverage shall complete and submit

to the District Treasurer or designee, upon request, a written certification verifying whether his/her spouse is eligible to participate in group medical/prescription drug insurance coverage sponsored by the spouse's employer, business, organization, or any retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all group medical/prescription drug insurance coverage sponsored by the Clearview Local School District. Additional documentation may be required.

If an employee knowingly or recklessly submits false information, or fails to promptly (i.e., within 30 days after any change in eligibility) advise the District Treasurer or designee of a change in his/her spouse's eligibility for employer (or business, organization, or retirement plan) sponsored group medical/prescription drug insurance, and such false information or such failure by the employee results in the District's Health Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the District's Health 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 benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group medical/prescription drug insurance coverage under the Plan. **If an employee knowingly submits false information, he/she may be subject to disciplinary action, up to and including termination of employment.**

18.02 **Life Insurance**

The Board shall provide term life insurance equal to the employee's salary raised to the next highest one thousand ($1,000) dollars for all employees.

18.03 The Board will select insurance carriers.

18.04 **Vision Care Plan**

Vision Care benefits apply when a covered person incurs vision care charges for services recommended and approved by a Physician or Optometrist.

Vision Care charges are limited to the vision services and supplies shown in the Schedule of Benefits. Benefits for these charges are payable up to the maximum benefit amounts in accordance with the Schedule of Benefits.

Vision examinations are covered regardless of medical necessity. An exam includes the following:

1. Case History;
2. External examination of the eye and adnexa;
3. Opthalmoscopic examination;

4. Determination of refractive status;
5. Binocular balance testing;
6. Tonometry, as needed;
7. Gross visual fields;
8. Color vision testing;
9. Summary findings; and
10. Recommendations including prescribing lenses.

Prescribed lenses and frames are covered in accordance with the Schedule of Benefits.

Coverage allows for the following services only when they are done to obtain the prescribed lenses and frames:

1. Facial measurements and determination of interpupillary distance;
2. Assistance in choosing frames;
3. Verification of lenses as prescribed; and
4. After-care for a reasonable period for fitting and adjustment.

Prescribed contact lenses as shown in the Schedule of Benefits.

Treatment for diseases involving the eye (glaucoma, cataracts, etc.) are covered under the medical portion of the Medical Plans.

LIMITATIONS AND EXCLUSIONS

The Plan does not cover the following services, supplies, or charges:

1. Services that are not received from a provider acting within the scope of his/her license.

2. Diagnostic services and drugs or medications not a part of a vision examination.

3. Services that, to any extent, are payable under the medical expenses benefits of the Medical Plans.

4. Services that the Plan determines are special or unusual, such as orthoptics, vision training, and low vision aids.

5. For the replacement of lenses and frames except as shown under the limitation of frequency in the Schedule of Benefits.

6. For any lenses that are not prescribed.

7. For safety glasses and safety goggles.

8. For any services or supplies for which benefits are payable under any worker's compensation law or under any governmental program.

9. For eye examinations that occurred before the covered person's effective date of employment.

10. For examinations or services incurred or received after the covered person's effective termination date.

11. For those services, supplies, or charges that are not specified under this Plan.

VISION CARE SCHEDULE OF BENEFITS - See Appendix D

DEPENDENT AGE LIMIT

Coverage stops on the 26th birthday.

18.05 **Insurance Committee**

A. A Health Care Committee ("HCC") shall be created and charged with considering health insurance matters. The HCC shall meet at least quarterly. The schedule for the quarterly meetings shall be established by the Superintendent and Association President by August 31 of each year. The HCC shall receive training by FMCS as needed.

B. The HCC's responsibilities include reviewing insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost-containment options.

C. The HCC shall be composed of up to three (3) representatives from the Association, the Board, and the union that represents nonteaching employees. The unions may also have up to three (3) observers at each HCC meeting. The HCC shall annually elect a chairperson and secretary. Regular minutes of all meetings of the HCC shall be kept and shared with all members.

D. All decisions of the HCC shall be achieved by consensus (i.e., all represented parties on the HCC shall agree with the decision).

E. The HCC shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and such other data as the members of the HCC determine will facilitate the HCC's discussions and deliberations.

F. The HCC shall be authorized to utilize consultants provided by L.E.R.C.

G. Each year the HCC shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year (July 1 through June 30). Each year the HCC will consider changes in the program design, premium sharing, and other steps that will act to keep the rate of premium increase as low as possible. In the event the HCC is not able to achieve consensus on any such changes by May 1, the plan will continue unchanged for the succeeding benefit year. If the HCC recommends changes in program design, premium sharing, or other modifications, including possible implementation of a Section 125 Flexible Spending Plan, and consideration of a "waiver/opt out" provision, such changes shall be implemented following approval by the full membership of the Association, the Board, and the union that represents nonteaching employees.

18.06 **Section 125 Plan**

A. The Board shall provide a Section 125 Plan that is designed to allow employees who must make employee contributions for health care coverage to elect to do so on a pre-tax basis.

B. The Section 125 Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each employee will have an opportunity on an annual basis to enroll in the Plan. The election to participate must be submitted to the Board Treasurer during the month of September. Each newly hired employee may enroll in the Section 125 Plan within his/her first thirty (30) days of his/her contractual start date during his/her first year of employment only. The newly hired employee's Section 125 Plan year will begin the first of the month following the employee's election to participate and will end upon notification from the employee of his/her intent to no longer participate as may be submitted during the following September. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the employee's circumstances that, in accordance with I.R.C. Section 125, permits the employee to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Section 125 Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

ARTICLE 19 – LIABILITY PROTECTION

19.01 A. The Board shall indemnify and hold harmless members of the bargaining unit in the amount of any judgment that is obtained against the member in a state or federal court, except punitive or exemplary damage, for injury, death or loss to person or property in connection with conduct occurring within the scope of his/her employment or official responsibility.

B. The Board shall not indemnify and hold harmless a member of the bargaining unit where said member's actions were wanton, reckless, malicious, in bad faith, or liability is expressly imposed upon the employee by the Ohio Revised Code.

C. In order to indemnify and hold harmless members of the bargaining unit, the Board shall have the right to purchase liability insurance.

D. The Board agrees not to enter into any consent judgment or settlement of claims unless the member of the bargaining unit has given express written consent to the same. Nothing herein shall be construed as to limit the Board's authority as a party defendant to settle, compromise, and dismiss claims filed against the Board.

E. The Board agrees that should there be any claim or liability or damages against any member of the bargaining unit pursuant to O.R.C. Chapter 2744, that said employee shall have the right to employ co-counsel, at the employee's cost, in any and all actions to defend his/her interests.

F. The Board agrees that any member of the bargaining unit shall have the right to be represented by an attorney of his/her choice and expense at any meeting between the Board Attorney, the Insurance Company Representative, the Attorney representing the Insurance Company, and/or the Board, any deposition relevant to the claim of liability or damages, any meeting between the Board and the person claiming any alleged act or omission in connection with any liability suit.

G. The Board agrees that none of the materials, excluding incident reports developed by the Administration, relevant to any claim for damages, or allegation or admission of wrong doing will be placed in the employee's personnel file and further that no records of relevance to any employee's alleged culpability in any liability claim may be made part of any employee personnel records or utilized in any way that will adversely impact on the employee's wages, hours, or terms and conditions of employment at the time the complaint is filed or at some future date after the complaint has been filed. Nothing herein shall preclude the Board from taking an employment action based on information developed by the Administration. Any record of such personnel action may be placed in the employee's personnel file.

H. The Board, Association, and teacher agree that there will be no media release regarding any liability suit that involves the alleged act or omission of a member of the bargaining unit unless all parties agree to it in writing.

I. The Board agrees to provide any member of the bargaining unit with twenty-four (24) hours to secure professional advice before he/she is required to file a written accident report or to give an oral account to the Board or anyone else of the incident that could result in a claim of liability. The Board further agrees that the

employee shall have the right to representation of his/her choice at any meeting involving any such complaint or incident that could result in a claim or liability.

J. The Board will provide adequate release time for any employee who is required to attend any deposition, any pre-trial hearing, and any or all state and federal court hearing involving any and/or all claims of covered liability. The Board agrees that such release time will not result in the employee's loss of wages or deduction from any Board-approved leave.

K. The Association will encourage all members of the bargaining unit to cooperate with the Board in any defense to all claims of liability.

L. The Board shall purchase liability coverage in the amount specified in State law. If it becomes necessary for the Board to change carriers, the Board will notify the Association of the name of the new carrier and provide a copy of any and all new policies to the Association.

ARTICLE 20 – SUPPLEMENTAL PAY / SUPPLEMENTAL CONTRACTS

20.01 The Board may add positions to the supplemental program, but must meet with the Association President to negotiate the indexed pay for such positions. The Board will post all supplemental contracts on an annual basis. The Board, however, is not obligated to fill each listed supplemental contract position each year. No bargaining unit member shall be required to assume any reoccurring duties outside of the school day or school year (see Article 10.01(A)) unless a supplemental contract for such duties is issued to and accepted by the bargaining unit member. Annually, all supplemental contracts shall be automatically non-renewed at the conclusion of each year without need for further notice from or action by the Board. The supplemental position's job description, along with the position's posting and the resulting supplemental contract, will specify if the position entails year-round work (e.g., work to be performed over the summer).

20.02 Each non-athletic advisor shall prepare and file with the Building Principal an activity plan before the activity begins. At the conclusion of the activity, the advisor shall prepare and file with the Building Principal an activity summary. (See supplemental activity plan).

20.03 All activities/sports posted may or may not be filled if it is determined that the activity/sport does not have adequate participation interest or appropriate funding.

20.04 The Board Treasurer shall compute the salary for each supplemental based on the schedule index and split the salary accordingly if the supplemental is shared with another person.

20.05 No bargaining unit member will be required to work after the school day or school year, without compensation or released time, unless otherwise specified herein.

20.06 Notwithstanding O.R.C. 3313.53, the Board may employ the most qualified applicant for a supplemental contract position. The Board may post the positions both internally and externally at the same time. The Board will interview all bargaining unit members who apply for a position. The Board will consider all candidates simultaneously, whether they are currently employed by the Board or not. The Board will give preferential consideration to qualified bargaining unit members. Nevertheless, the Board will hire the most qualified candidate without going through the procedures set forth in O.R.C. 3313.53. This Section expressly supersedes and replaces O.R.C. 3313.53.

20.07 If any employee fails to complete his/her supplemental contract duties and the Board is required to employ a long-term substitute to complete the assignment, the employee shall only receive pro-rated compensation based on the actual time he/she performed the supplemental position. The Association President, the Superintendent and the Board Treasurer shall meet to mutually agree upon the pro-ration.

20.08 If an athletic team or other extracurricular activity dissolves or disbands mid-season or mid-activity/assignment due to inadequate student participation (whether due to academic ineligibility or otherwise) to field a team or conduct the activity, including participating in scheduled inter-scholastic competitions, the employee shall only receive pro-rated compensation based on the actual time he/she performed the supplemental position. The Association President, the employee holding the supplemental contract, the Superintendent and the Board Treasurer shall meet to mutually agree upon the pro-ration.

20.09 The 2016-2019 Supplemental Index Schedules are set forth in Appendix B.

ARTICLE 21 – TRANSPORTATION REIMBURSEMENT FOR TRAVELING EMPLOYEES

21.01 Bargaining unit members who have a regular assignment in more than one building or by nature of their assignment require traveling during the regular day shall be reimbursed at the I.R.S.-approved rate. Mileage will be measured daily from the first school to the final school. Employees will submit purchase orders by the first of each month and monthly mileage forms by the first of the following month and will be paid in the next check processing cycle.

21.02 Co-curricular assignments shall not require the transportation of students by the bargaining unit member in his/her vehicle.

ARTICLE 22 – PAYCHECKS / DIRECT DEPOSIT

22.01 Teachers will be paid twice a month (i.e., over twenty-four (24) pays that will occur on the 10th and 25th of each month). The Board will send electronic pay stubs/vouchers to

employees in a timely manner for receipt on or before the pay date. Employees shall notify the Treasurer in writing of the email address at which they want to receive the electronic pay stub/voucher. If the 10th or 24th occurs on a weekend or bank holiday, the pay will be made on the preceding regular business day.

22.02 In the event of a mistake by the Board Treasurer's office, the Board Treasurer shall immediately take action to correct the error (i.e., the Board Treasurer will issue a new check to the employee), where the amount exceeds one-hundred ($100.00) dollars. For amounts of one-hundred ($100.00) dollars or less, the Board Treasurer shall correct the error in the next regular pay.

A. This payroll adjustment pertains to regular contracted teaching payroll payments.

B. Adjustments for supplemental and other payments will be made on the following payroll.

22.03 Direct Deposit is mandatory for all bargaining unit members.

A. An employee who is changing or closing out a bank account must notify the Board Treasurer at least three (3) weeks prior to the payday at which the employee wants the change to take effect.

B. It is the employee's responsibility to make sure the Board Treasurer's office receives an accurate checking or saving account number so that the terms of this Article can be implemented.

C. The employee can direct deposit with one (1) institution of his/her choice at a time.

ARTICLE 23 – CURRICULUM COMMITTEE / CLASSROOM COVERAGE

23.01 Any hourly curricular work or classroom coverage requested outside the allotted teacher meeting times or outside of the required work day will be paid at the rate of twenty-two dollars ($22.00) per hour (per class). Such payment must be pre-approved by the Superintendent or his/her designee.

23.02 Any professional development and/or technology training that the Superintendent approves, which occurs outside the allotted teacher meeting times (including early release and/or waiver days) or outside the bargaining unit member work day, will be paid at the rate of twenty-two dollars ($22.00) per hour. Such compensation shall be available for professional development and technology training completed over the summer. This compensation is not available for work completed in a degree program.

ARTICLE 24 – SEVERANCE PAY

24.01 Upon retirement from the District into the STRS, a certificated/licensed employee with ten (10) or more years of experience in the Clearview Local School District shall be paid severance by the Board as set forth herein.

24.02 A certificated/licensed employee shall be paid by the Board for one-fourth (1/4) of his/her accumulated sick leave up to a maximum of seventy-five (75) days. Payment shall be at the teacher's daily rate in effect at the last day of actual employment. Full severance pay will be paid at the time of death if the employee was eligible to retire and had worked for the District for ten (10) or more years. At the time of death, if an employee is not eligible to retire and has ten (10) years of service or more, his/her estate will receive half of his/her severance pay.

24.03 Bargaining unit members shall receive their severance pay in three (3) equal installments beginning in February of the calendar year following the date of retirement and the following two Februarys thereafter. The payments will be made within a week of the District receiving its County funds but under no circumstances later than the end of February. Bargaining unit members may elect to have their triennial severance payments deposited into a 457 Ohio Deferred Compensation Plan.

ARTICLE 25 – EQUAL RIGHTS CLAUSE

25.01 The parties to this Contract jointly pledge that the provisions of this Contract shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, disability, or national origin.

ARTICLE 26 – PERSONNEL FILES

26.01 A. The District shall maintain at the Board Office a personnel file for each bargaining unit member. This shall be the only official file of recorded information concerning bargaining unit members maintained by the Board and Administration.

B. Bargaining unit staff members shall have access to their personnel file. The Superintendent or Board Treasurer will handle bargaining unit members' requests to have access to their personnel files. The administration will honor requests as soon as possible (i.e., within one school day of the request being submitted).

26.02 A. The District will provide employees with a copy of any information added to their personnel file.

B. No anonymous written complaint shall be placed in a bargaining unit member's personnel file.

C. A bargaining unit member is entitled to copies of his/her personnel file at his/her expense. The cost of copying will be five cents ($0.05) per page.

26.03 If the employee disputes the accuracy, relevance, timeliness, or completeness of information on him/her maintained in said file, he/she may request that the Board investigate the current status of the information. The Board shall, within a reasonable time after, but not later than ninety (90) days after, receiving the request from the employee, make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely and complete, and shall notify the employee of the results of the investigation and the action the Board plans to take with respect to the disputed information. The Board will delete any information that it cannot verify or that it finds to be inaccurate.

26.04 Said employee shall have the right to add a rebuttal to the disputed document (i.e., a written statement explaining why the employee protests that the information is inaccurate, irrelevant, outdated, or incomplete). In the alternative, the employee may request a hearing with the Board to discuss why he/she contends that material in his/her file is inaccurate, irrelevant, outdated or incomplete, and should be removed.

26.05 If a member of the public requests to inspect or receive copies of the personnel file of any employee, the following procedure will be followed:

A. The employee shall be notified of the date and time of the examination and the identity, to the extent known, of the person requesting to inspect the personnel file.

B. To the extent possible, the time for the examination shall be fixed other than during the normal working hours of the employee.

C. Except for subparagraphs D and E of this Section, the employee and his/her representative shall have the right to be present during the examination. The District will provide the employee with a log of what records were copied.

D. If the request to inspect the personnel file is made during a break or a period when the employee is not normally expected to be at work, a reasonable attempt will be made to notify the employee of the request.

E. No part of this Article shall cause the Superintendent or his/her designee undue delay in complying with the requirements of Ohio law pertaining to public records. Nor shall this Article cause the Superintendent or designee to (1) impede a personnel file inspection by a statutorily authorized investigative agency, or (2) to fail to comply with a legal subpoena.

ARTICLE 27 – COST OF CONTRACT

27.01 The Board will provide an electronic copy of the Contract to each member of the bargaining unit via email and will post the Contract on the District's website.

ARTICLE 28 – SEVERABILITY

28.01 In the event there is a conflict between any provision of this Contract and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the parties shall meet and negotiate in accordance with Article 3 of this Contract. All other provisions of this Contract that are not in conflict with any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

ARTICLE 29 – FAIR SHARE FEE

29.01 To the extent permitted by law, the Board shall deduct from the pay of members of the bargaining unit who elect not to become or remain members of the Association, a fair share fee for the Association's representation of such non-members during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

29.02 Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Board Treasurer on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

29.03 Payroll deductions of such fair share fees shall begin at the second payroll period in November except that no fair share fee deductions shall be made for bargaining unit members employed after October 31 until their second paycheck, which period shall be the required probationary period of newly employed bargaining unit members.

29.04 The Board Treasurer 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.

29.05 The Board 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.

29.06 The Association represents to the Board that an internal rebate procedure has been established in accordance with O.R.C. 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

29.07 Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

29.08 The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

A. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a non-member for which indemnification may be claimed;

B. The Association shall reserve the right to designate counsel to represent and defend the Board;

C. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action; and

D. The Board acted in good faith compliance with the fair share fee provision of this Contract; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision herein.

ARTICLE 30 – STRS EMPLOYEE-PAID TAX-EXEMPT RETIREMENT BENEFIT

30.01 The Board shall "pick-up" contributions to the State Teachers Retirement System on behalf of bargaining unit members in accordance with the following:

A. For purposes of this Article, total annual salary and salary per pay period for each bargaining unit member shall be the salary otherwise payable under this Contract. The total annual salary and salary per pay period of each member shall be payable by the Board in two parts: (a) deferred salary; and (b) 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 that is required from time to time by the State Teachers Retirement System ("STRS") to be paid as an employee contribution by said member and shall be paid by the Board to STRS on behalf of said member as a "pick-up" of the STRS employee contribution otherwise payable by said member (i.e., the amount to be picked-up and paid on behalf of each employee shall be the current rate required by O.R.C. 3307.26, which sets forth the employee's required contribution). A member's cash salary shall be equal to said member's total annual salary or salary per pay period less the amount of the pick-up 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 Contract (including pick-up 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.

B. The Board shall compute and remit its employer contributions to STRS based upon total annual salary, including the pick-up. 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 "pick-up." 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 "pick-up." The Board shall compute income tax withholding based upon gross income as reported to the respective taxing authorities.

C. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

D. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

E. The pick-up shall apply to all compensation earned including supplemental earnings.

F. The pick-up 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 (i.e., severance pay, supplemental salaries and index, and similar matters shall be based upon the published salary schedule).

ARTICLE 31 – MANAGEMENT RIGHTS

31.01 The Board retains and reserves without limitation, all power, rights, authority, and responsibilities conferred upon and vested in it by law, except as specifically limited by the express terms of this Contract.

ARTICLE 32 – DRUG-FREE WORKPLACE

32.01 Section 5154 of the Drug-Free Workplace Act of 1988 requires the parties to establish a policy. This Article does not replace the requirement to report child endangering (O.R.C. 2151.421) and any employee who admits to, pleads guilty, or is convicted of child endangering acts or sale or dispensing of drugs or alcohol to minors shall be exempt from this Article and shall waive rights under Articles 4, 7, and 12, of this Contract, enabling personnel action to be taken within the limits of the law.

A. No bargaining unit member, while in the workplace, shall unlawfully possess, use, or distribute illicit drugs, controlled substances, or alcohol. The Board reserves the right to impose disciplinary action, up to and including termination, for any bargaining unit member who violates this provision. Any disciplinary action that is taken will be in accordance with the terms of this Contract and O.R.C. 3319.16.

B. "Workplace" is defined to mean the site for the performance of work done in connection with a federal grant. The workplace includes any school building, school, school property, school-owned vehicles, or school-approved vehicle used to transport students to and from school or school activities, off school property during any school-sponsored or school-related activity, event, or function, such as a field trip or athletic event where students are under the jurisdiction of the District, and where work on a federal grant is performed.

C. Any bargaining unit member who admits to, pleads guilty, or is convicted in any court of law for a first alcohol or drug abuse offense that is a minor misdemeanor, shall be referred to, and satisfactorily complete, a drug rehabilitation and intervention program. The employee shall not return to his/her employment assignment and shall waive rights under Articles 4, 7, and 12, should the employee fail to comply with the provisions of this Section.

D. Any bargaining unit member who admits to, pleads guilty, or is convicted in any court of law for a second alcohol or a drug abuse offense that is a minor misdemeanor, shall waive rights under Articles 4, 7, and 12, and the Board shall take such personnel action as it deems appropriate, within the limits of the law.

E. If any bargaining unit member pleads guilty or is convicted of an alcohol or drug abuse offense that is a felony, or a misdemeanor resulting in withdrawal of proper certification/licensure, he/she shall waive all rights under Articles 4, 7, and 12, and the Board shall take such personnel action as it deems appropriate, within the limits of the law.

F. This Article shall be implemented in a uniform manner that is not arbitrary or capricious.

ARTICLE 33 – TUITION-FREE ENROLLMENT FOR CHILDREN OF FULL-TIME EMPLOYEES

33.01 Bargaining unit members who do not reside in the Clearview Local School District but would like to have their children attend school in the District must first apply to have their children attend school through the Board's Inter-District Open Enrollment Policy. Only if an employee's child(ren) are determined not to be eligible for attendance through the Policy (e.g., the child applies for enrollment after the first day of classes of any school year) or are denied attendance by operation of the Policy may the child(ren) still attend school in the District without paying tuition by operation of this provision (i.e., the Board shall waive his/her/their tuition based on the conditions set forth below). Tuition for pre-school students is specifically excluded from the provisions of this Article.

33.02 In the event that an employee's child(ren) is eligible for enrollment by operation of this Article, the Board agrees to allow the child(ren) to attend the District tuition-free subject to the following stipulations:

A. Said child's enrollment shall not violate the class size provisions of this Contract. If said child's enrollment impacts the class size provisions, the bargaining unit member must agree to pay the class size stipend of Article 11 to the Board in order for his/her child to attend.

The employee must indicate to the Board prior to July 1 of any given school year that his/her child(ren) wish to attend the Clearview Local Schools the following year.

Such notice must indicate the child's name, age, and school building he/she will be attending as well as the school district he/she will be leaving to attend this District.

B. Once a child has been accepted and enrolled, the Board agrees to retain said child until he/she withdraws, is expelled, or graduates.

C. The Board agrees to waive the July 1st notice, if by doing so, it can add to the District's ADM count prior to October 10 of any given year.

D. The Board agrees to accept all applicants as outlined above, unless such acceptance would require the Board to alter a facility or hire an additional staff person.

ARTICLE 34 – MEDICAL PROCEDURES AND STUDENT HYGIENE

34.01 **Medical Procedures**

No teacher shall be required to perform medical procedures such as, but not limited to, gastronomy tube feedings, tracheotomy suctioning, and catheterizations on any student.

34.02 **Student Hygiene**

A. No teacher shall be required to clean up bodily fluids of any student.

B. Teachers having responsibilities in the area of hygiene activities must be appropriately licensed and/or trained, and, if the teacher does not have appropriate training to perform the assigned hygiene activities, the Board will provide the requisite training at no cost to the employee.

ARTICLE 35 – LANGUAGE FOR EXPERIMENTAL PROGRAMS

35.01 The Association and Board agree to promote improved student achievement through innovative experimental programs and assessment strategies. The Board and the Association further agree to waive only those sections of the Contract that may come into conflict with experimental programs and assessment strategies. Teachers who agree to develop and implement programs and assessment strategies that impact this Contract for a school year or any part of one school year must obtain the approval of the Superintendent and the Association's Executive Committee before being implemented. Articles that may not be waived include: Articles 10 – School Day and Year; and Article 11 – Class Size and Load.

35.02 Teachers who agree to develop and implement innovative experimental programs for a school year commitment or any part of the school year, must obtain prior approval from the Building Principal, Superintendent, and Association's Executive Committee and shall release the Board, Administration, and the Association from enforcement of the contract provisions waived through their written consent. The waiver shall be kept on file by the Board and the Association. *(See Appendix F.)

35.03 Should the Association's Executive Committee or Superintendent decline approval, a rationale for such a decision shall be placed in writing and shared with the Association, Board, and affected teachers.

ARTICLE 36 – SMOKE-FREE SCHOOL ENVIRONMENT

36.01 Members of the bargaining unit are guaranteed a tobacco-free work environment. Use of tobacco is prohibited in all school buildings and on all school grounds. Use of tobacco

includes, but is not limited to, smoking cigarettes, cigars and/or pipes, using smokeless or chew tobacco, smoking clove cigarettes, and smoking e-cigarettes or vapor pens.

ARTICLE 37 – OSHA STANDARD REQUIREMENTS: HEPATITIS B INOCULATION

37.01 The Federal OSHA standard requires employers to identify employees who may be at occupational risk for Hepatitis B exposure. The Association and the Board agree to the following provisions to implement Federally mandated OSHA requirements.

A. All bargaining unit members have been determined by the Board to be classified in positions that may be expected to potentially have contact with blood borne pathogens and bodily fluids that create a risk for exposure to Hepatitis B.

B. All bargaining unit members are afforded the opportunity to participate in a Lorain County Health District administered Hepatitis B inoculation program to comply with OSHA's mandate.

C. All bargaining unit members are afforded Hepatitis B inoculations and post-exposure treatment at no out-of-pocket expense to the employees. The expense of this inoculation is provided through the Lake Erie Regional Council for employees insured through the L.E.R.C. and the Board for employees not insured with L.E.R.C.

D. All new bargaining unit members must see their Building Principal upon beginning their employment with the Board to arrange for their inoculation of Hepatitis B.

E. All bargaining unit members electing not to participate in the Hepatitis B inoculation program are required to sign a waiver indicating an opportunity for the inoculations was presented but they declined to receive inoculations at this time.

F. All bargaining unit members must comply with OSHA standards for reporting exposure incidents on Board-provided forms. In the event a school employee has an exposure incident at work and requires immediate treatment, the benefit plan will pay the full cost of an accelerated vaccine program. Initial treatment may be administered in the Emergency Room of a local hospital under the regular provisions of the employee benefit plan. Employees may then receive the follow-up vaccine series from the County Health Department after the initial emergency room treatment.

ARTICLE 38 – RETIREMENT INCENTIVE

38.01 **Statement of Retirement Incentive Plan**

The following Retirement Incentive is intended to provide an incentive for retirement. Participation in the plan is voluntary. This plan is effective August 1, 2016, and expires July 31, 2019.

38.02 **Eligibility for Benefits**

A. The Certificated/Licensed Employee:

1. Shall become eligible between August 1, 2016, and July 31, 2019, for retirement by virtue of meeting all eligibility requirements under the Ohio State Teachers Retirement System (STRS).

2. Must have at least ten (10) or more full and continuous years of service with the Clearview Local School District.

3. Must submit an application for retirement benefits to the STRS during his/her first year of eligibility for receipt of retirement benefits under the statutes and rules governing the STRS. An employee who does not apply for this incentive in his/her first year of eligibility, shall not be eligible for and will not be granted this incentive at any other time. Although he/she may do so, any teacher who meets the STRS requirement of 26/55 or 27/55 (whichever is applicable) is not obligated to retire to collect the retirement incentive at such time. Said teacher remains eligible to collect the retirement incentive if he/she retires at the 31- or 32-years of service level (whichever is applicable).

4. It is the understanding and intent of the parties that all teachers who become eligible for retirement under the rules and regulations of the STRS during the 2016-2017 school year, may apply for this Retirement Incentive under the Article if they retire effective July 1, 2017. In the 2017-2018 school year, only teachers who first become eligible for retirement during 2017-2018 school year for retirement effective July 1, 2018, can take advantage of the Retirement Incentive under this Article. In the 2018-2019 school year, only teachers who first become eligible for retirement during 2018-2019 school year for retirement effective July 1, 2019, can take advantage of the Retirement Incentive under this Article. The parties hereby agree that any teacher who meets the eligibility requirements for this Retirement Incentive during the term of this contract (August 1, 2016 – July 31, 2019) shall not be eligible for such an incentive under any successor collective bargaining agreements.

B. This Plan does not apply to:

1. Those applying for and/or receiving disability retirement.

2. Those terminated by the Board for cause or whose contracts are otherwise discontinued or suspended involuntarily.

3. Those whose contracts are non-renewed or suspended in accordance with a Board-determined reduction in force.

4. Those who do not submit an application for retirement to the STRS in his/her first (1st) year of eligibility for receipt of retirement benefits under the statute and rules governing the STRS.

38.03 **Application for Retirement**

A. Those employees who seek to participate in the Retirement Incentive shall submit a letter of intent to the Board to retire effective July 1 of the year they are eligible and intend to retire under the statute and the rules governing the STRS. Such letter must be submitted to the Board no later than March 1 of the calendar year of retirement.

B. After receipt of the letter of intent to retire from the certificated/licensed employee exercising this Retirement Incentive, the Board will verify that the applicant meets all of the requirements of the Plan and issue such notice within thirty (30) calendar days of application. Neither the Board nor the certificated/licensed employee may withdraw from this action after the Board notifies the employee that he/she has met the requirements for this Retirement Incentive.

38.04 **Payment Schedule**

A. The employee's payment under the Retirement Incentive shall be made in three (3) equal lump-sum payments beginning the calendar year following the date of retirement and the following two calendar years. Payments made under this Plan shall not be incorporated into the calculation of employee salary and/or benefits for purposes of the STRS.

B. Eligible employees whose requests for retirement between the aforementioned dates are approved by the Board shall receive seven hundred dollars ($700.00) for each year of STRS service to a maximum of thirty-one (31) or thirty-two (32) years ($21,700.00 or $22.400.00), whichever is applicable.

C. Each teacher who applies for and receives this Retirement Incentive shall receive his/her Severance Pay provided for in Article 24, but shall receive such payment in three (3) equal installments beginning in February of the calendar year following the date of retirement and the following two Februarys thereafter. The

payments will be made within a week of the District receiving its County funds but under no circumstances later than the end of February.

D. Bargaining unit members may elect to have their triennial Retirement Incentive payments deposited into a 457 Ohio Deferred Compensation Plan.

ARTICLE 39 – HIRING RETIREES

39.01 A bargaining unit member retired under STRS ("reemployed member") may be employed / reemployed under the following conditions:

A. The Board is under no obligation to employ any retired member and there is no expectation of reemployment when an employee retires from the Clearview Local School District. Reemployed members who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Reemployed members who previously worked in the District are not guaranteed a particular assignment upon reemployment. Reemployed members will be assigned to positions that are within their certification/licensure area(s) and are eligible for transfers pursuant to this Contract.

B. Reemployed members will be placed at Step 0 on the salary schedule upon reemployment and given full credit for their academic training level.* The reemployed member shall remain at Step 0 on the salary schedule for each year employed following his/her reemployment. The Board may require the reemployed member to execute a written waiver of his/her prior teaching experience and acknowledge his/her agreement to accept initial placement at Step 0 on the salary schedule and to remain at Step 0 during any future years. This provision and such salary and individual employment contract with the reemployed member expressly supersedes O.R.C. 3317.13 and 3317.14, and all other applicable laws.

C. Reemployed members may participate in the Board's health insurance program at the same cost as regular employees. Life insurance premiums are solely the responsibility of the reemployed member. All payments will be made through payroll deduction.

D. Reemployed members are not eligible for continuing contracts; rather, they will be awarded one-year contracts that will automatically expire at the end of each school year without notice of non-renewal and without compliance with O.R.C. 3319.11, 3319.111 and 3319.112. For purposes of reemployed members, the parties expressly agree that this provision supersedes and replaces O.R.C. 3319.11, 3319.111 and 3319.112, and may differ from the rights of other bargaining unit members contained in this Contract. Performance evaluations of reemployed members may be conducted annually.

E. Reemployed members may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed member shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed member's accumulated contributions during his/her period of service as a regular employee following reemployment. For additional information concerning the annuity see, O.R.C. 3307.35.

F. Seniority for reemployed members returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the reemployed member's entire "post-retirement" tenure. In the event of a reduction-in-force the reemployed member will not have any of the bumping rights set forth in this Contract.

G. Reemployed members are not eligible for severance pay for accumulated sick leave and may not participate in any future retirement incentive programs.

H. Reemployed members are eligible to accumulate sick leave. Sick leave shall commence at zero (0) days for reemployed members. Reemployed members shall earn one-and-a-quarter (1 ¼) days of sick leave per month for the duration of their reemployment. Reemployed members may request an advance of up to five (5) days of sick leave, if necessary. The reemployed member must reimburse the Board for any advanced sick leave that is not earned at the time the reemployed member separates his/her employment with the District. Reemployed members are not eligible to participate in the Sick Leave Bank provided for in Article 5.01 F. The parties expressly agree that this provision supersedes and replaces O.R.C. 3319.141.

I. Subject to these provisions, reemployed members are part of the bargaining unit. The provisions of this Contract that are inapplicable to reemployed members, include: salary schedule placement; severance pay (Article 24); Sabbatical Leave(s) (Article 5 – 5.04, 5.05, 5.07); and tax exempt retirement benefits (Article 30). Said provisions, shall not be grievable or arbitrable under Article 4, nor through any claim or action filed before the STRS or any other state or federal agency, or in any court of law.

39.02 The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, and federal laws and regulations.

ARTICLE 40 – TECHNOLOGY

40.01 **Internet Usage**

A. In order to be granted access to the Board's network and the Internet and to receive an e-mail account, bargaining unit members must read, complete and

execute the Application for Access and Terms and Conditions for Use of the Internet. Bargaining unit members are required to comply with the Board's Acceptable Use and Internet Safety Policy, its related guidelines, and/or the terms and conditions contained in the Application for Access and Terms and Conditions for Use of the Internet. A copy of the executed Application will be provided to the bargaining unit member.

B. Bargaining unit members are responsible for supervising/monitoring their students' Internet usage during class. Bargaining unit members who perform this responsibility in a reasonable manner shall not be disciplined as a result of a student's violation of the Board's Acceptable Use and Internet Safety Policy and/or related guidelines.

C. Internet and e-mail usage is intended to be limited to the support of educational purposes, academic research, and related administrative responsibilities. Bargaining unit members are expected to exercise good judgment when utilizing the Internet and/or their school e-mail account. Occasional non-teaching time and non-educational computer and Internet use by bargaining unit members is permitted so long as the bargaining unit members comply with the Board's Acceptable Use and Internet Safety Policy and/or related guidelines and the use does not require any additional payment to the Board's Internet provider. Bargaining unit members shall be personally responsible for any charges incurred as a result of any purchases they make over the Internet without the prior written approval from their Building Principal.

D. Reasonable and appropriate disciplinary action may be taken against a bargaining unit member who intentionally violates the Board's Acceptable Use and Internet Safety Policy, its related guidelines, and/or the terms and conditions contained in the Application for Access and Terms and Conditions for Use of the Internet. A bargaining unit member who inadvertently and/or accidentally views, displays, accesses, or downloads inappropriate material will not be disciplined, provided that the individual immediately terminates such viewing, displaying, accessing and/or downloading of the inappropriate material and notifies the Building Principal of such occurrence within one school day or as soon as possible thereafter. Inappropriate material shall include, but not be limited to, material that is threatening, profane, obscene, harmful to minors, disruptive, or sexually explicit or that could be construed as harassment or disparagement of others based upon their race, national origin, citizenship status, sex, sexual orientation, age, disability, religion or political beliefs.

E. The Association President may distribute communications to bargaining unit members, administrators, the Superintendent and/or the Board Treasurer through use of school e-mail accounts. Bargaining unit members may use their school e-mail accounts to communicate their official business with their building representatives, officers and/or each other. That e-mail, however, is not secure

and its privacy is not guaranteed. Therefore, care should be exercised in determining what is appropriate information to be sent through this medium.

40.02 The Board agrees that no adverse employment action may be taken against any bargaining unit member as a result of a breach in the security/integrity of the software programs utilized within the District as part of the required methods of reporting students' grades, attendance, classroom activities, and/or communicating with parents/guardians/custodians.

40.03 **Communication with Parents**

A. Bargaining unit members are expected to communicate with parents/guardians/custodians regarding general classroom activities. Bargaining unit members are encouraged to utilize electronic communication within the scope of their training and consistent with the operation of District hardware/software.

B. Bargaining unit members must respond in a timely manner to parent-initiated communications.

C. Before a bargaining unit member initiates e-mail communication with a parent/guardian/custodian that includes student personally identifiable information, the parent/guardian/custodian must complete and return to the District the requisite Form authorizing the school to communicate with the parent/guardian/custodian via e-mail.

40.04 **Classroom Web Sites**

Bargaining unit members are expected to exercise reasonable effort to maintain an updated web site related to their classroom activities and/or subject(s). Classroom web sites must be stored on the District's servers and updated at least monthly. Classroom web sites must include at least teachers' classroom grading policies/practices, contact information, and general classroom information. Classroom web sites should be created and maintained within the scope of each bargaining unit members' training and consistent with the operation of District hardware/software.

ARTICLE 41 – RESIDENT EDUCATOR PROGRAM

41.01 The Residency Program is designed to assist and support the needs of an individual in his/her first four years of employment under a classroom teaching license. A Mentor/RESA Facilitator shall consult and assist teachers required to complete the four-year residency program.

41.02 **Definitions**

A. ***Resident Educator***: A teacher who is new to the teaching profession and/or holds a four (4) year resident educator license.

B. ***Mentor/RESA Facilitator***: A teacher who has a minimum of five (5) consecutive years of teaching experience, three (3) of which are in the District, and recent classroom experience within the last five (5) years. The teacher must be trained to act as a mentor/facilitator through the Ohio Department of Education Instructional Mentoring program.

C. ***Lead Mentor***: A teacher responsible for coordinating and organizing the Resident Educator Program. The Lead Mentor must meet the above-stated Mentor/RESA Facilitator teacher requirements.

41.03 The Resident Educator Program will consist of an orientation program in August, quarterly in-services/meetings, other meetings, observations (both formal and informal), visitations, and conferences.

A. Visitations: Resident Educators will visit the classrooms of experienced teachers in accordance with the state-mandated requirements of the Residency Program.

B. Conferences: Conferences will be held in accordance with the state-mandated requirements of the Residency Program.

C. Mentors shall be assigned to work 1:1 with Resident Educators during years 1 and 2 of the Resident Educator Program. RESA Facilitators may be assigned to work 1:3 with Resident Educators during years 3 and 4 of the Resident Educator Program.

41.04 This program shall be separate from and shall not replace the teacher evaluation system. Documentation, observations, conferences among the Lead Mentor, Mentors/RESA Facilitators, and Resident Educators shall not be used for purposes of evaluation.

41.05 The Lead Mentor and Mentors/RESA Facilitators shall receive a stipend as per the supplemental salary schedule.

41.06 The Lead Mentor and Mentors/RESA Facilitators may be provided mutually agreed-upon release time.

41.07 The Lead Mentor will be provided one (1) professional day a month to aid in the completion of his/her duties. The professional day shall be used as needed in consultation with the Building Principal.

41.08 By April 1 of the preceding school year, the Association President and Building Principal will meet to determine whether there is a sufficient number of Resident Educators to

justify the Lead Mentor being given one (1) period per day to aid in the completion of his/her duties.

41.09 Mentors/RESA Facilitators will be granted an extended contract that will allow up to two (2) days per year to aid in the completion of their duties. Use of the extended days shall be determined in consultation with the Building Principal.

41.10 The Lead Mentor will be granted an extended contract that will allow up to five (5) days per year to aid in the completion of his/her duties. Use of the extended days shall be determined in consultation with the Building Principal.

41.11 **Protections**

A. At any time, either the Lead Mentor, Mentor/RESA Facilitator or Resident Educator may exercise the option to have a new mentor/facilitator assigned. (Any compensation for the mentor/facilitator will be pro-rated to reflect the change in assignment.) No specifics shall be given for the exercise of this option, and no prejudice or evaluation is to be given. The Professional Growth Team (PGT) will make the re-assignment.

B. The Lead Mentor, Mentors/RESA Facilitators, PGT, and Resident Educator shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.

C. No Lead Mentor or Mentor/RESA Facilitator shall participate in any informal or formal evaluation of the Resident Educator, nor make, or be requested to make, any recommendations regarding the continued employment of the Resident Educator.

ARTICLE 42 – PROFESSIONAL DEVELOPMENT COMMITTEE

42.01 In accordance with O.R.C. 3319.22, the parties shall establish a Local Professional Development Committee ("LPDC").

42.02 The LPDC shall consist of three (3) members appointed by the Association President and two (2) members appointed by the Superintendent. One (1) of the Superintendent's appointees will be a Building Principal. At the request of an administrator or the Board Treasurer, when an administrator's Professional Development Plan is being considered, the Superintendent shall appoint an additional administrator to the Committee and one bargaining unit member will not participate.

42.03 These appointments shall be made annually on or before May 1. When an appointee removes him/herself from the Committee during the school year, a replacement appointment will be made by the Association President or the Superintendent, as applicable.

42.04 The LPDC shall be responsible for reviewing and approving personal development plans for course work, continuing education units, and/or other equivalent activities.

42.05 The LPDC shall meet quarterly (September, December, March and May) and as-needed.

A. The LPDC may also be convened by the request of two (2) sitting members to deal with emergency situations.

B. The LPDC will normally meet during regular school hours. If it becomes necessary to schedule a meeting beyond the normal teacher work day, the members will be compensated at twenty-five dollars ($25.00) per hour; a maximum of three (3) hours per meeting.

42.06 All decisions of the Committee will be made by a majority vote of the members present and voting at the meeting. A minimum of two (2) bargaining unit members and one (1) administrator must be present. The Chair of the Committee must be present.

42.07 If an individual's Individual Professional Development Plan (IPDP), course, continuing education units or individual activity is not approved by the LPDC, the employee may appeal as follows:

A. The employee may resubmit a proposal to the LPDC, in writing or in person.

B. If the employee is not satisfied with the Committee's decision on the resubmitted proposal, he/she may request a meeting with the Committee to discuss his/her case.

C. The LPDC's decisions (including on appeal) are not grievable.

42.08 If during the course of carrying out Committee responsibilities there is a requirement to have in-service or training, the LPDC may do so at no cost to the Committee or loss of pay of its members. All necessary, actual and reasonable costs of training – including all registration costs, travel, meals, accommodations, and mileage – will be reimbursed by the Board.

ARTICLE 43 – MASTER TEACHER COMMITTEE

43.01 **Establishment of MTC / Selection of Members**

A. Master Teacher Committee ("MTC") shall be established for the purpose of designating teachers in a school building/District as Master Teachers.

B. Selection of the MTC members:

1. The MTC shall be comprised of a majority of practicing teachers.

2. The MTC shall be comprised of three (3) bargaining unit members appointed by the Association President, and two (2) administrators appointed by the Superintendent.

43.02 **MTC Operational Procedures**

A. The MTC shall meet twice a year (once each semester), unless the Board and the Association jointly agree that additional meetings are necessary.

B. The MTC members shall jointly establish a Plan of Operation for the appropriate designation of a Master Teacher, which shall include, but not be limited to, the application and review processes, the dissemination of general information to bargaining unit members, and an appeal process.

43.03 **Terms of Office**

A. The Association shall determine the length of the term of office of its MTC members.

B. The terms of office for the Association MTC members shall be staggered.

C. The Association shall determine the process for removing an Association MTC member from office.

43.04 **Employee Protection**

A. A bargaining unit member's involvement in the activities of the MTC shall not serve as the basis for an adverse employment decision.

B. Nothing in the MTC process shall have an adverse impact on a bargaining unit member's performance evaluation.

C. In the event of an in-term vacancy or removal of an Association MTC member, the Association shall replace individual.

43.05 **Training and Compensation**

A. As determined by the MTC, the Association MTC members shall be provided on-going training by the Board to ensure consistent application of the Master Teacher criteria.

B. The Association MTC members shall be paid at the curriculum work compensation rate in order to perform MTC duties, including training concerning

their MTC responsibilities, which take place outside the bargaining unit member work day.

C. The Association MTC members shall be provided release time for any work pertaining to MTC duties, including training concerning their MTC responsibilities, which occur during the bargaining unit member work day.

43.06. **Facility, Equipment and Support Services**

A. The MTC shall be provided with adequate space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space.

B. The MTC shall be provided with the equipment, paper and other materials necessary to perform its duties, as specified in the MTC operating procedures.

43.07 **MTC Appeals Procedure**

A. The MTC shall determine its own appeals procedure.

B. The MTC appeals procedure is not subject to the grievance/arbitration procedure outlined in this Agreement.

C. Issues for appeal are limited to procedural matters (e.g., did the MTC abide by its procedures in reviewing evidence and rendering judgment according to the criteria and standards?).

ARTICLE 44 – CREDIT FLEXIBILITY

44.01 Courses for which students may be granted flexible credit shall be restricted to those offered through traditional seat time within the District, unless such a restriction is prohibited by State law and/or applicable regulations.

44.02 **Credit Flexibility Committee ("CFC")**

A. The CFC shall review students' applications for Credit Flexibility Plans ("CFPs") and determine whether a Teacher of Record ("TOR") is necessary in order to award credit and a grade for completion of the students' CFPs.

B. The CFC shall consist of three (3) administrators and three (3) bargaining unit members appointed by the Association President. The Association President will appoint a minimum of two high school teachers, plus one (1) employee from any other discipline.

C. The Building Principal will convene the CFC when necessary in order to review student's CFP applications.

D. Bargaining unit members on the CFC will be paid at the curriculum rate when performing CFC duties outside the bargaining unit member work day. Similarly, bargaining unit members of the CFC will be provided release time for any work pertaining to their CFC duties that occurs during the bargaining unit member work day.

44.03 **Teacher of Record ("TOR")**

A. When appropriate, a TOR will be assigned by the CFC. Bargaining unit members who want to be considered for service as a TOR may annually submit their names to the CFC by May 15 of the preceding school year. In order to serve as a TOR for a specific CFP, the bargaining unit member must be certificated/licensed to teach in the subject area of the CFP and have taught in the subject area within the past three (3) school years.

B. The TOR is responsible for:

1. Providing feedback to students regarding their CFPs.

2. Monitoring students' progress toward completion of approved CFPs.

3. Assessing students' work as part of the CFP and determining whether to award credit, and if so, assigning a grade upon completion of the approved CFP.

C. TORs will be provided paid release time to perform their TOR duties during the bargaining unit member work day, or paid at the curriculum rate for all hours spent outside the bargaining unit member work day on TOR duties.

1. TORs are responsible for keeping a written log of all time spent on TOR duties (including work performed both during and outside the bargaining unit member work day).

2. If a CFP requires a TOR to travel (i.e., to an internship location), the TOR will be paid mileage at the current IRS-approved rate.

3. TORs must submit their log of hours on a monthly basis to the Building Principal.

ARTICLE 45 – NO REPRISAL

45.01 No reprisal of any kind shall be taken by either the Board or the Association against any bargaining unit member who elects to join or not join the Association. Further, there will be no reprisal by the Board or the Administration against any bargaining unit member who participates in protected Association activities.

ARTICLE 46 – DURATION OF CONTRACT

46.01 The provisions of this Contract shall be in effect for the three-year period effective August 1, 2016, through July 31, 2019.

SIGNATURES:

BOARD:

Heidi Adkis
President

Superintendent

Treasurer

ASSOCIATION:

Chief Negotiator

Deborah E. Molnar
President

APPENDIX A – SALARY SCHEDULE

BASE -	$36,350

2016-2017

STEP	B.A	B.A.+15	M.A	M.A.+15	M.A.+30
0	$36,350	$37,804	$39,985	$41,802	$43,620
	1	1.04	1.1	1.15	1.2
1	$37,804	$39,258	$41,802	$43,620	$45,437
	1.04	1.08	1.15	1.2	1.25
2	$39,258	$40,712	$43,620	$45,437	$47,255
	1.08	1.12	1.2	1.25	1.3
3	$40,712	$42,166	$45,437	$47,255	$49,072
	1.12	1.16	1.25	1.3	1.35
4	$42,166	$43,620	$47,255	$49,072	$50,890
	1.16	1.2	1.3	1.35	1.4
5	$43,620	$47,255	$49,072	$50,890	$52,707
	1.2	1.3	1.35	1.4	1.45
6	$45,437	$49,072	$50,890	$52,707	$54,525
	1.25	1.35	1.4	1.45	1.5
7	$47,255	$50,890	$52,707	$54,525	$56,342
	1.3	1.4	1.45	1.5	1.55
8	$49,072	$52,707	$54,525	$56,342	$58,160
	1.35	1.45	1.5	1.55	1.6
9	$50,890	$54,525	$58,160	$59,977	$61,795
	1.4	1.5	1.6	1.65	1.7
10	$52,707	$56,342	$59,977	$61,795	$63,612
	1.45	1.55	1.65	1.7	1.75
11	$54,525	$58,160	$61,795	$63,612	$65,430
	1.5	1.6	1.7	1.75	1.8

STEP	B.A	B.A.+15	M.A	M.A.+15	M.A.+30
12	$56,342 1.55	$59,977 1.65	$63,612 1.75	$65,430 1.8	$67,247 1.85
13	$58,160 1.6	$61,795 1.7	$65,430 1.8	$67,247 1.85	$69,065 1.9
15		$61,795 1.7	$67,611 1.86	$69,428 1.91	$71,246 1.96
18		$63,612 1.75	$69,792 1.92	$71,609 1.97	$73,427 2.02
22		$65,430 1.8	$71,973 1.98	$73,790 2.03	$75,608 2.08
27		$67,247 1.85	$74,154 2.04	$75,971 2.09	$77,789 2.14
30		$69,065 1.9	$76,335 2.1	$78,152 2.15	$79,970 2.2

(Per diem rate equals the salary divided by 185)

APPENDIX A – SALARY SCHEDULE

BASE -	$36,986

2017-2018

STEP	B.A	B.A.+15	M.A	M.A.+15	M.A.+30
0	$36,986	$38,465	$40,684	$42,534	$44,383
	1	1.04	1.1	1.15	1.2
1	$38,465	$39,945	$42,534	$44,383	$46,232
	1.04	1.08	1.15	1.2	1.25
2	$39,945	$41,424	$44,383	$46,232	$48,082
	1.08	1.12	1.2	1.25	1.3
3	$41,424	$42,904	$46,232	$48,082	$49,931
	1.12	1.16	1.25	1.3	1.35
4	$42,904	$44,383	$48,082	$49,931	$51,780
	1.16	1.2	1.3	1.35	1.4
5	$44,383	$48,082	$49,931	$51,780	$53,630
	1.2	1.3	1.35	1.4	1.45
6	$46,232	$49,931	$51,780	$53,630	$55,479
	1.25	1.35	1.4	1.45	1.5
7	$48,082	$51,780	$53,630	$55,479	$57,328
	1.3	1.4	1.45	1.5	1.55
8	$49,931	$53,630	$55,479	$57,328	$59,178
	1.35	1.45	1.5	1.55	1.6
9	$51,780	$55,479	$59,178	$61,027	$62,876
	1.4	1.5	1.6	1.65	1.7
10	$53,630	$57,328	$61,027	$62,876	$64,725
	1.45	1.55	1.65	1.7	1.75
11	$55,479	$59,178	$62,876	$64,725	$66,575
	1.5	1.6	1.7	1.75	1.8

STEP	B.A	B.A.+15	M.A	M.A.+15	M.A.+30
12	$57,328 1.55	$61,027 1.65	$64,725 1.75	$66,575 1.8	$68,424 1.85
13	$59,178 1.6	$62,876 1.7	$66,575 1.8	$68,424 1.85	$70,273 1.9
15		$62,876 1.7	$68,794 1.86	$70,643 1.91	$72,493 1.96
18		$64,725 1.75	$71,013 1.92	$72,862 1.97	$74,712 2.02
22		$66,575 1.8	$73,232 1.98	$75,082 2.03	$76,931 2.08
27		$68,424 1.85	$75,451 2.04	$77,301 2.09	$79,150 2.14
30		$70,273 1.9	$77,671 2.1	$79,520 2.15	$81,369 2.2

(Per diem rate equals the salary divided by 185)

APPENDIX A – SALARY SCHEDULE

BASE -	$37,633

2018-2019

STEP	B.A	B.A.+15	M.A	M.A.+15	M.A.+30
0	$37,633	$39,138	$41,396	$43,278	$45,160
	1	1.04	1.1	1.15	1.2
1	$39,138	$40,644	$43,278	$45,160	$47,041
	1.04	1.08	1.15	1.2	1.25
2	$40,644	$42,149	$45,160	$47,041	$48,923
	1.08	1.12	1.2	1.25	1.3
3	$42,149	$43,654	$47,041	$48,923	$50,805
	1.12	1.16	1.25	1.3	1.35
4	$43,654	$45,160	$48,923	$50,805	$52,686
	1.16	1.2	1.3	1.35	1.4
5	$45,160	$48,923	$50,805	$52,686	$54,568
	1.2	1.3	1.35	1.4	1.45
6	$47,041	$50,805	$52,686	$54,568	$56,450
	1.25	1.35	1.4	1.45	1.5
7	$48,923	$52,686	$54,568	$56,450	$58,331
	1.3	1.4	1.45	1.5	1.55
8	$50,805	$54,568	$56,450	$58,331	$60,213
	1.35	1.45	1.5	1.55	1.6
9	$52,686	$56,450	$60,213	$62,094	$63,976
	1.4	1.5	1.6	1.65	1.7
10	$54,568	$58,331	$62,094	$63,976	$65,858
	1.45	1.55	1.65	1.7	1.75
11	$56,450	$60,213	$63,976	$65,858	$67,739
	1.5	1.6	1.7	1.75	1.8

STEP	B.A	B.A.+15	M.A	M.A.+15	M.A.+30
12	$58,331 1.55	$62,094 1.65	$65,858 1.75	$67,739 1.8	$69,621 1.85
13	$60,213 1.6	$63,976 1.7	$67,739 1.8	$69,621 1.85	$71,503 1.9
15		$63,976 1.7	$69,997 1.86	$71,879 1.91	$73,761 1.96
18		$65,858 1.75	$72,255 1.92	$74,137 1.97	$76,019 2.02
22		$67,740 1.8	$74,513 1.98	$76,395 2.03	$78,277 2.08
27		$69,621 1.85	$76,771 2.04	$78,653 2.09	$80,535 2.14
30		$71,503 1.9	$79,029 2.1	$80,911 2.15	$82,793 2.2

(Per diem rate equals the salary divided by 185)

APPENDIX B – SUPPLEMENTAL SALARY SCHEDULE

Bargaining unit members who were employed pursuant to a supplemental contract position as of the effective date of this Agreement and who are receiving a salary higher than the scale provided below, shall be grandfathered at their current rate, for as long as they hold the position. The exceptions to this grandfathering provision are Head Coach and Assistant Coach for Cross Country, Head Coach and Assistant Coach(es) for Track, and High School Newspaper Advisor.

Individuals employed pursuant to supplemental contracts shall receive the compensation set forth below, which shall be calculated by multiplying the base salary in effect for the 2016-2017 school year* times the number identified below.

> ** The freezing of the applicable base salary to the 2016-2017 school year for the life of this Agreement shall sunset at the expiration of this Agreement, such that the starting place for future negotiations shall not include the reference to the 2016-2017 school year (instead the preceding paragraph will simply state "* * * multiplying the base salary in effect for the school year times the number identified below.").*

DISTRICT POSITIONS

LEAD MENTOR	.05	+ 5 Ext. Days As Needed
MENTORS	.03	+ 2 Ext. Days As Needed
WEBMASTER	.10	

HIGH SCHOOL – ATHLETIC POSITIONS

H.S. FACULTY MANAGER	.08
FB SUMMER CONDITIONING	.03
FB HEAD COACH	.18
FB ASST. COACH (6)	.12
CC HEAD COACH	.10
CC ASST. COACH	.08
VB HEAD COACH	.14
VB ASST. COACH (2)	.10
BB BOYS HEAD COACH	.18
BB BOYS ASST. COACH (3)	.12
BB GIRLS HEAD COACH	.18
BB GIRLS ASST. COACH (3)	.12
WRESTLING HEAD COACH	.16
WRESTLING ASST. COACH	.11
BASEBALL HEAD COACH	.13
BASEBALL ASST. COACH (2)	.09
SOFTBALL HEAD COACH	.13
SOFTBALL ASST. COACH (2)	.09
TRACK HEAD COACH	.13
TRACK ASST. COACH (3)	.09

CHEERLEADING COACH	.09
WEIGHTLIFTING FALL	.04
WEIGHTLIFTING WINTER	.04
WEIGHTLIFTING SPRING	.04

HIGH SCHOOL – NON-ATHLETIC POSITIONS

SENIOR CLASS ADVISOR	.05
JUNIOR CLASS ADVISOR	.07
SOPHOMORE CLASS ADVISOR	.02
FRESHMAN CLASS ADVISOR	.02
ACADEMIC CHALLENGE ADVISOR	.06
BAND DIRECTOR	.16
BAND DIRECTOR – OTHER ACT.	.06
MARCHING BAND ASST. AUX.	.09
MARCHING BAND ASST. MUSICAL	.09
BOWLING CLUB	.03
H.S. CHOIR DIRECTOR	.03
COMPUTER CLUB ADVISOR	.03
DRAMA TECHNICAL	.10
DRAMA MUSIC ASST.	.03
LANGUAGE CLUB	.03
NATIONAL HONOR SOCIETY	.05
H.S. NEWSPAPER ADVISOR	.04
PEER TUTORING COORDINATOR	.01
SCIENCE OLYMPIAD	.05
SPECIAL EDUCATION	.03
STUDENT COUNCIL ADVISOR	.07
SKI CLUB	.03
TEEN INSTITUTE ADVISOR	.03
UNITY CLUB ADVISOR	.05
YEAR BOOK ADVISOR	.16
YOUTH FOR YOUTH	.03

MIDDLE SCHOOL – ATHLETIC POSITIONS

M.S. FACULTY MANAGER	.07
FB 8TH GRADE HEAD COACH	.08
FB 8TH GRADE ASST. COACH	.07
FB 7TH GRADE HEAD COACH	.08
FB 7TH GRADE ASST. COACH	.07
VB 8TH GRADE HEAD COACH	.07
VB 7TH GRADE HEAD COACH	.07
BB BOYS 8TH GRADE HEAD COACH	.08
BB BOYS 7TH GRADE HEAD COACH	.08
BB GIRLS 8TH GRADE HEAD COACH	.08

BB GIRLS 7TH GRADE HEAD COACH	.08
WR M.S. HEAD COACH	.08
WR. M.S. ASST. COACH	.07
TRACK M.S. HEAD COACH	.08
TRACK M.S. ASST. COACH	.07
CHEERLEADING COACH	.05

MIDDLE SCHOOL – NON-ATHLETIC POSITIONS

CAMP COORDINATOR	.04
CAMP ADVISOR (4)	.01
BAND DIRECTOR	.03
SAFETY PATROL	.03
STUDENT COUNCIL	.05
YOUNG AUTHORS	.02
SPELLING BEE	.01
CHOIR / DRAMA	.03
SPECIAL EDUCATION	.03
SCIENCE OLYMPIAD	.03
M.S. NATIONAL HONOR SOCIETY	.03
M.S. YEAR BOOK	.05
YOUTH FOR YOUTH	.03

ELEMENTARY – ATHLETIC POSITIONS

FB HEAD COACH	.04
FB ASST. COACH	.03
BB BOYS HEAD COACH	.04
BB BOYS ASST. COACH	.03
BB GIRLS HEAD COACH	.04
BB GIRLS ASST. COACH	.03
WR HEAD COACH	.04
WR. ASST COACH	.03
VB HEAD COACH	.04
VB ASST. COACH	.03

ELEMENTARY – NON-ATHLETIC POSITIONS

YOUNG AUTHORS	.02
JUNIOR PERSONNEL	.03
CHOIR DRAMA	.03
SPECIAL EDUCATION	.03
ELEMENTARY YEAR BOOK	.04
STUDENT COUNCIL	.03
SPELLING BEE	.01

APPENDIX C – MEDICAL PLAN DESIGN

Annually, each bargaining unit member may select one of the following Health Benefit Plans.

The annual per person dental maximum shall be $1,500.

In-Network	*Premium*	*Standard*	*Min. Value Based Design for ACA*
Deductible (In-network)	$750/$1,500	$1,000/$2,000	$4,000/$8,000
- Earned Incentive Award	($250)/($500)	($250)/($500)	($250/$500)
Deductible (In-network)	$500/$1,000	$750/$1,500	$3,750/$7,500
Coinsurance	90%	80%	70%
Coinsurance Out-of-Pocket Max (does not include deductible)	$1,500/$3,000	$2,000/$4,000	$6,250/$12,500
Total Out-of-Pocket Max includes deductible and coinsurance) with wellness incentive	$2,000/$4,000	$2,750/$5,500	$10,000/$20,000
Total Out-of-Pocket Max includes deductible and coinsurance) without wellness incentive	$2,250/$4,500	$3,000/$6.000	$10,250/$20,500
Out-of-Network			
Deductible (Out-of-network)	$1,500/$3,000	$2,000/$4,000	$4,000/$8,000
Coinsurance	60%	60%	50%
Coinsurance Out-of-Pocket Max (does not include deductible)	$3,000/$6,000	$4,000/$8,000	$10,000/$20,000
Total Out-of-Pocket Max includes deductible and coinsurance)	$4,500/$9,000	$6,000/$12,000	$14,000/$28,000
Office and Emergency Visits			
OV Copay	$25	$30	$50
Urgent Care Visit	$40	$45	$100

Specialist Visit	$40	$45	$100
ER Copay - Emergency	$100	$150	$300
ER Copay - Non-Emergency	$200	$200	$300
WELLNESS			
Immunizations	100% In-network	100% In-network	100% In-network
Routine Physical	100% In-network	100% In-network	100% In-network
Routine PSA	100% In-network	100% In-network	100% In-network
Endoscopies	100% In-network	100% In-network	100% In-network
Pap Test Exam	100% In-network	100% In-network	100% In-network
PPACA Expanded Wellness Svcs	100% In-network	100% In-network	100% In-network
Prescription Drug Benefit			
Retail Drug Card	$10/$25/$50	$15/$30/$60	Ded. then $10/$50/$100
Mail Order	$20/$50/$100	$30/$60/$120	Ded. then $20/$100/$200
Specialty Medications	$60	$100	Ded. then $200
Step Therapy	YES	YES	YES
Mandatory Mail Order	YES	YES	YES
Maintenance Choice	YES	YES	YES

APPENDIX D – VISION CARE SCHEDULE OF BENEFITS

Lake Erie Regional Council
EyeMed Access Network

Services	EyeMed Access Network	Non-Network[1]
Dependent Age Limit	Determined by District	
Professional Services (One every 12 months) Spectacle Exam	$15 copayment Any amount over spectacle exam	$15 maximum
Contact Lens Fit & Follow-Up		
Standard	(up to $55)	Not Covered
Premium	10% off of Retail	Not Covered
Frame (One every 12 months)	$0 copayment (Up to $100)+ 20% off amount over $100	$30 maximum
Lenses (Uncoated plastic) One pair every 12 months		
Single vision	$15 copayment	$10 maximum
Bifocal	$15 copayment	$20 maximum
Trifocal	$15 copayment	$30 maximum
Lenticular	$15 copayment	$40 maximum
Contact Lenses (In lieu of lenses) (One pair every 12 months for Conventional or Medically necessary) Conventional	$15 copayment (up to $100) + 15% off of amount over $100	$40 maximum
Disposable	$15 copayment (up to $100)	$40 maximum
Medically necessary	$15 copayment (up to $200)	$75 maximum

Listed below are additional ways to save through the EyeMed Vision program.

Lens Options: Members also received fixed, discount prices on the lens options listed below when an EyeMed provider is used

Lens options	Discounted price	Lens options	Discounted price
Standard Progressive (no-line bifocal)	$65 plus bifocal copay	Standard Anti-reflective coating	$45
Polycarbonate	$40	Solid tint or Gradient tint	$15
Scratch-resistant coating	$15	Photochromic	20% off retail price
Ultraviolet coating	$15	Glass	20% off retail price
Other Add-Ons	20% off retail price		

Contact Lenses by Mail: After initial purchases, replacement contact lenses may be obtained via the Internet at substantial savings and mailed directly to the member. Details are available at www.eyemedvisioncare.com. The contact lens benefit allowance is not applicable to this service.

Additional Savings on Eyeglasses and Conventional Contact Lenses: After the funded benefit has been used, members save 40% off retail on complete pairs of eyeglasses and 15% off conventional contact lenses at an unlimited frequency.

Laser Vision Correction: Members also receive a 15% discount off regular price or 5% off the promotion price for LASIK or PRK from the US Laser Network, owned and Operated by LCA Vision.

The discounts listed above are available through the EyeMed Access network of providers only and are subject to change by EyeMed Vision Care.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services. Benefit allowances provide no remaining balance for future use within the same benefit frequency. There are certain brand name Vision Materials in which the manufacturer imposes a no-discount practice. Limitations and exclusions apply.

[1] The non-network maximum is the amount a member receives for covered vision services received from a non-network provider.

L8799 SMV [EyeMed] – revised 03/28/12
LERC Eyemed 07/01/13
09/13/13

APPENDIX E – CLEARVIEW BOARD OF EDUCATION'S STANDARDS-BASED TEACHER EVALUATION POLICY

STANDARDS-BASED TEACHER EVALUATION

Teacher Evaluation Policy

Legal References: O.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) ·
Legislative Reference: Am. Sub. HB 153 (9/29/2011); Sub. SB 316 (9/24/2012); Am. Sub. HB 362 (6/3/2014)

The Board of Education of the Clearview Local School District ("Board") adopts the following teacher evaluation policy in accordance with the standards-based statewide teacher evaluation framework adopted by the State Board of Education. The Board acknowledges that this teacher evaluation policy aligns with the *Standards for the Teaching Profession* as set forth in State law.

This policy has been developed in consultation with the Clearview Professional Growth Team.

Definition of "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 O.R.C. §§ 3319.22, 3319.26, 3319.222 or 3319.226; or
b. A license issued under O.R.C. § 3319.222 as existed prior to September 2003; or
c. A license issued under O.R.C. § 3319.222 as existed prior to September 2006; or
d. A license issued under O.R.C. § 3319.301.

This policy does not apply to the Superintendent, Treasurer and any "other administrator" as defined by O.R.C. § 3319.02. This policy also does not apply to substitute teachers and other teachers not meeting this definition. Full- time employees who are members of the bargaining unit represented by the Clearview Education Association ("CEA") who do not meet the above definition of teacher will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the CEA and those outlined in the Clearview Teacher Growth Model.

Assigning an Effectiveness Rating

Each evaluation will result in an effectiveness rating of "Accomplished," " Skilled," "Developing," or "Ineffective." An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Fifty-percent (50%) of the evaluation will be attributed to teacher performance and fifty-percent (50%) will be attributed to multiple measures of student growth.

Teacher Performance and Student Growth Measures ratings shall be combined to reach the summative teacher effectiveness rating. See Form C of the Clearview Teacher Growth Model.

The Board shall annually submit to the Ohio Department of Education (ODE), in accordance with ODE guidelines, the number of teachers assigned an effectiveness rating, aggregated by the teacher preparation programs from which, and the years in which, the teachers graduated.

Calculating Teacher Performance

Teacher Performance is evaluated during formal observations and informal observations, also known as periodic "classroom walkthroughs." Fifty-percent (50%) of the effectiveness rating will be attributed to Teacher Performance through a holistic process based upon the following *Ohio Standards for the Teaching Profession* and training for credentialed evaluators:

1. Understanding student learning and development and respecting the diversity of the students they teach;
2. Understanding the content area for which they have instructional responsibility;
3. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
4. Planning and delivering effective instruction that advances individual student learning;
5. Creating learning environments that promote high levels of learning and student achievement;
6. Collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and
7. Assuming responsibility for professional growth, performance and involvement.

The Superintendent/designee shall select or develop, in consultation with teachers, evaluation tools to be used in calculating the Teacher Performance fifty-percent (50%), which must be aligned to the *Ohio Standards for the Teaching Profession* and the Ohio Teacher Evaluation System Performance Rubric.

Calculating Student Growth Measures

For purposes of the Ohio Teacher Evaluation System (OTES), "student growth" means the change in student achievement for an individual student between two (2) or more points in time. This component of the evaluation includes some combination of the following: 1) Teacher-level Value-Added Data; 2) ODE-approved assessments; and/or 3) locally determined measures.

1. Teacher-level Value-Added: "Value-Added" refers to the value-added methodology provided by ODE. Where value-added data for grades 4-8 for English language arts and mathematics exists (via state-provided assessments), value-added data must be one of the multiple measures used in calculating student growth.
2. ODE approved list of assessments: Assessments, if utilized by the district, must be included as one of the multiple measures of student growth. Assessments utilized must be included when calculating the fifty percent (50%) attributed to student growth measures. The Superintendent/designee, in consultation with teachers and subject to Board approval, will utilize the assessments on the approved list as he/she deems necessary and appropriate.
3. Locally-determined measures: For courses of instruction in which neither teacher level value-added data nor ODE-approved assessments are available, the Superintendent/designee, in consultation with teachers and subject to Board approval, shall establish a process in accordance with ODE guidance to create Student Learning Objectives (SLOs) for the purpose of measuring student growth. There will be at least two (2) SLOs per teacher per year, to a maximum of four (4) SLOs. The SLO's will be developed and shared with the evaluator on or before October 1st.

A 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.

In the calculation for student academic growth, a student who has forty-five (45) or more excused and/or unexcused absences for the school year will not be included.

Evaluation Timeline

District administrators shall conduct an evaluation of each teacher subject to this policy at least annually. Each evaluation shall include: 1) Two (2) formal observations of at least thirty (30) minutes each; and 2) at minimum of two (2) periodic classroom walkthroughs by the evaluator. All teacher evaluations shall be completed by the first day of May and each teacher subject to this policy shall be provided with a written copy of the evaluation results by the tenth day of May.

For limited/extended limited contract teachers who are under consideration for renewal/nonrenewal, in addition to periodic classroom walkthroughs, one evaluation consisting of at least three formal observations must be conducted annually by the first day of May. If the teacher is recommended for nonrenewal, written notice will be provided in accordance with the terms of the collective bargaining agreement between the CEA and the Board. Teachers governed by this provision will be provided a written report of the results of his/her evaluation by the tenth day of May.

A teacher who has been granted a continuing contract by the Board of Education and who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated 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. Evaluations will be completed by the first day of May, and the teacher shall be provided with a written copy of the evaluation results by the tenth day of May. Teachers governed by this provision will receive at least one observation and one conference in any year the teacher is not formally evaluated.

Accomplished teachers must select one of the following two options:

1. The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy via two formal observations and periodic classroom walkthroughs.

-or-

2. The Board elects to evaluate a teacher receiving an effectiveness rating of "Accomplished" on the teacher's most recent evaluation conducted pursuant to this policy via one formal observation provided the teacher completes a project that has been approved by the Board to demonstrate the teacher's continued growth and practice at the Accomplished level. The teacher must submit a proposed project to the Superintendent or designee no later than October 1, for the Superintendent or designee to obtain the necessary Board approval.

A teacher who has been granted a continuing contract by the Board of Education and who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated every other school year. Evaluations will be completed by the first day of May and each teacher will be provided a written report of the results of his/her

evaluation by the tenth day of May. Teachers governed by this provision will receive at least one observation and one conference in any year the teacher is not formally evaluated.

Credentialed Evaluators

The Board will adopt a list of approved credentialed evaluators. Each teacher evaluation conducted under this policy shall be conducted by a person who: 1) who is eligible to be an evaluator in accordance with O.R.C. § 3319.111(D); 2) who holds a credential established by ODE for teacher evaluation; 3) has completed state-sponsored evaluation training and has passed an online credentialing assessment; and 4) is employed by the Board as an administrator .

Professional Growth and Improvement Plans

Teachers must develop professional growth or improvement plans based on the Evaluation Matrix. (Form C of CLS Evaluation Rubric.)

Teachers who meet Above-Expected levels of student growth must develop a professional growth plan independently and submit their plan to their credentialed evaluator. Professional growth and improvement plans for a school year shall be developed not later than the first day of September of that school year. The professional growth plan details are identified and explained through forms included in the Clearview Teacher Growth Model.

Teachers who meet Expected levels of student growth must develop a professional growth plan collaboratively with a credentialed evaluator or designee for the evaluation cycle. Professional growth and improvement plans for a school year shall be developed not later than the first day of September of that school year. The professional growth plan details are identified and explained through forms included in the Clearview Teacher Growth Model.

Teachers who meet Below-Expected levels of student growth must comply with an improvement plan developed by the credentialed evaluator, or designee.

Professional growth and improvement plans for a school year shall be developed not later than the first day of September of that school year. The improvement plan details are identified and explained through forms included in the Clearview Teacher Growth Model.

Testing for Teachers in Core Subject Areas

Teachers who teach in a "core subject area" are required to register for and complete all written examinations of content knowledge selected by ODE if the teacher has received an effectiveness rating of "Ineffective" on evaluations for two (2) of the three (3) most recent school years. "Core subject area" means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history, and geography.

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 professional development 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 (3) 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.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this 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 renewal/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 CEA.

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 CEA. 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 non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

Professional Development

The Board shall meet the requirements of O.R.C. § 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.

Policy Adoption Date:

APPENDIX F – EXPERIMENTAL PROGRAM WAIVER / RELEASE

I agree to develop and implement experimental program(s) and to release the Clearview Education Association and the Clearview Local Board of Education from any duty to enforce the provisions of the Contract that I have waived through my participation in innovative and experimental program(s) as provided in the Contract agreement during the 20_____– 20_____ school year.

NAME OR DESCRIPTION OF INNOVATIVE/EXPERIMENTAL PROGRAM

_____

_____	_____
Teacher Signature	Date
_____	_____
Building Principal Signature	Date
_____	_____
Association President Signature	Date
_____	_____
Superintendent Signature	Date

APPENDIX G – GRIEVANCE FORM

Grievance No. (as assigned by Association):_____

Grievant (i.e., name of aggrieved):_____

Assignment / Building:_____

Section(s) of Contract Alleged to Have Been Violated:_____

Date, Time & Location of Occurrence:_____

Substance of Grievance – Briefly state what action you believe to be a grievance:

_____

_____

_____

_____

_____

_____

_____

_____

Relief Sought:

_____

_____

_____

_____

_____

_____

Grievant's Signature:_____

Date Received By Board / Administrator:_____

(Copies of this Grievance Form shall be given/sent to the Association President, the Grievant and the Appropriate Administrator.)

APPENDIX H

Memorandum of Understanding
between the
Clearview Education Association
and the
Clearview Local School District Board of Education
(in conjunction with the 2016 Successor Agreement)

TEACHER PROFESSIONAL ORGANIZATION ("TPO") SUPPLEMENTAL CONTRACTS

The Clearview Local School District Board of Education (the "Board") and the Clearview Education Association (the "Association") hereby enter into this Memorandum of Understanding ("MOU"), which shall automatically terminate upon the expiration of the 2016-2019 Contract. The terms and conditions of this MOU are as follows:

Upon written request by the Clearview Education Association ("Association") President, a supplemental contract(s) shall be issued to an employee(s) for performing work for the Association and/or an affiliate of the Association. The request shall include the name(s) of the employee(s) performing the work, the time period for the work to be performed, and the amounts to be paid for the work. The Association shall reimburse the Clearview Local School District Board of Education ("Board") for the amount of the supplemental contract, the retirement contributions paid on behalf of the employee(s), and the Medicare cost at the time that such payment is made.

Reimbursement Breakdown:

Stipend	100%
STRS Retirement	14% of stipend (% to match STRS requirement)
Medicare	1.45% of stipend
Workers' Compensation	0.61% of stipend
TOTAL	≤116.06% of stipend

To comply with STRS rules, the employer and employee contributions must be made on compensation from the member's teaching contract, in addition to compensation for Association activities, up to a maximum amount. The maximum amount is determined by multiplying the per diem rate of the teaching salary for two hundred fifty (250) days.

APPENDIX I – CONSENSUS STATEMENTS

CLEARVIEW NEGOTIATIONS 2016

CONSENSUS STATEMENT

ISSUE #9 – MAY 5, 2016

During the collaborative negotiations for a successor agreement to the Master Agreement between the Clearview Local School District Board of Education and the Clearview Education Association, the parties reached consensus on the following non-contractual item:

1. Teachers shall dress in a professional manner appropriate to their respective positions. Appropriate attire on school days includes the following: no jeans or shorts; no halter tops; no leggings (unless worn under a dress or skirt); no rubber shoes (e.g., flip-flops, slides, etc.); and mid-drifts must be completely covered, including when writing on the board. Fridays shall normally be considered "Clipper Days" and staff may wear jeans (without holes) and other District spirit wear. Building Administrators may also identify other days during the school year when more casual wear (including jeans without holes) may be worn – e.g., Cavs Day, Tribe Day, Spirit Week, specified fundraisers, etc. Finally, appropriate attire shall be interpreted in a manner that takes into consideration a staff member's job responsibilities and the location in which, on any given day, those responsibilities are performed (e.g., an art teacher may be permitted to wear different clothes than a core academic subject teacher would, based upon the projects the students are working on in the art room on any given day, and a science teacher may be permitted to wear jeans on days when he/she is taking students outside for instruction/lab work).

2. If a bargaining unit member fails to meet the above described standard of dress, his/her Supervisor will meet with him/her to review the standard of professional attire and make suggestions for improvement. The bargaining unit member shall be given an appropriate amount of time to correct the situation, and if changes are not evident, another meeting shall occur with the Association President in attendance. This second meeting may result in a written reprimand under Section 12.14 of the Master Contract.

3. If the issue of "appropriate attire" becomes a more institutional problem, the Superintendent and Association President shall meet to address the situation.

CLEARVIEW NEGOTIATIONS 2016

CONSENSUS STATEMENT

MAY 18, 2016

During the collaborative negotiations for a successor agreement to the Contract between the Clearview Local School District Board of Education and the Clearview Education Association, the parties reached consensus on the following non-contractual items:

1. Duty to Maintain the Confidentiality of Student Personally Identifiable Information

   The Association agrees to remind bargaining unit members at the annual opening day convocation that they responsible for complying with FERPA and Ohio Revised Code Section 3319.321. As such, they are responsible for appropriately maintaining, storing and securing confidential student education records that are in their possession (regardless of whether they are on school property or off school property, and regardless of the format or medium of the record).

2. Unless mutually waived by the Superintendent and Association President, each District Leadership Team ("DLT") meeting will have an agenda item concerning the Health Care Committee ("HCC") and District Wellness Initiatives. As such, the Chairperson or designee of the HCC shall attend DLT meetings, unless the topic has been mutually waived for a specific month.

CLEARVIEW NEGOTIATIONS 2016

CONSENSUS STATEMENT

ISSUE #6 – MAY 11, 2016

During the collaborative negotiations for a successor agreement to the Contract between the Clearview Local School District Board of Education and the Clearview Education Association, the parties reached consensus on the following non-contractual item:

1. With respect to Article 2.03, during the 2016-2017 school year, the District intends to schedule in-service activities on NEOEA Day for all teachers and Association members, and teachers will not be permitted to attend NEOEA meetings/activities outside the District on that day, unless the Superintendent approves an Association Officer to attend a specific program off-site.

2. During the term of this Contract, the District will mail report cards to parents of students attending Vincent Elementary School after the last day of the teachers' work year.

3. The Clearview Local Schools 2016-2017 calendar will be implemented as following:

   A. Professional Development:

      September 16 – Half Day
      October 14 – Full Day (NEOEA Day)
      November 7 – Full Day
      February 6 – Half Day
      May 1 – Full Day

   B. Teacher Records:

      September 16 – Half Day
      January 3 – Full Day
      February 6 – Half Day
      May 25 – Full Day

CLEARVIEW NEGOTIATIONS 2016

CONSENSUS STATEMENT

ISSUE #7 – MAY 18, 2016

During the collaborative negotiations for a successor agreement to the Contract between the Clearview Local School District Board of Education and the Clearview Education Association, the parties reached consensus on the following non-contractual item:

1. With respect to Article 14, Paragraph 14.03.A., the new language concerning teachers involved in the RESA process shall become effective immediately such that those individuals will not be eligible for an alternative schedule of observations if they scored "Accomplished" or "Skilled" at the end of the 2015-2016 school year. Similarly, teachers who have been employed in the District for fewer than three years, regardless of the type of teaching license they possess, shall not be eligible for an alternative schedule of observations if they scored "Accomplished" or "Skilled" at the end of the 2015-2016 school year.

2. With respect to Article 14, Paragraph 14.03.A., teachers who have worked in the District for at least three years – regardless of whether they have a continuing contract or a limited contract – will be eligible for an alternative schedule of evaluations if they scored "Accomplished" or "Skilled" at the end of the 2015-2016 school year.

3. By September 15, 2016, the PGT shall complete a comprehensive review of the CTGM to align it with applicable state laws and guidance from ODE concerning OTES (e.g., aligning the CTGM category with the OTES category). Said review shall include consideration of changes to the numerical rating system on the teacher performance rubric and Form D (Final Report Card).

4. After the PGT completes its review (as described in Paragraph #3, above), the Superintendent, Board's legal counsel, CEA President and CEA labor relations consultant will meet to review and revise (as appropriate) the Board's Standards-Based Teacher Evaluation Policy to bring it into compliance with state law, this Contract, and the CTGM. The Policy shall be revised and presented to the Board for approval by the Board's October, 2016 regular meeting. After the revised Policy is adopted by the Board, it will be incorporated, effective immediately, into the Contract as Appendix D.

CLEARVIEW NEGOTIATIONS 2016

CONSENSUS STATEMENT

ISSUE #10 – MAY 18, 2016

During the collaborative negotiations for a successor agreement to the Contract between the Clearview Local School District Board of Education and the Clearview Education Association, the parties reached consensus on the following non-contractual item:

1. Notwithstanding Article 10, Paragraph 10.07, during the term of this Contract, teaching staff at Vincent Elementary School will not be required to use a Standard-Based Report Card.