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# **MASTER CONTRACT**

Between The

**NEW ALBANY • PLAIN LOCAL SCHOOL DISTRICT  
BOARD OF EDUCATION**

And The

**PLAIN LOCAL EDUCATION ASSOCIATION**

**June 30, 2011 through June 29, 2014**

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ARTICLE I

RECOGNITION & BARGAINING UNIT

1.01 Recognition and Bargaining Unit

The New Albany • Plain Local School District Board of Education, hereinafter referred to as the "Board", hereby recognizes the Plain Local Education Association, an affiliate of the OEA, Central OEA, and the NEA, hereinafter referred to as the "Association", as the sole and exclusive representative for the bargaining unit. The bargaining unit shall include all full-time and regular part-time certificated classroom teachers (except teachers of singleton or special electives classes who are hired to teach on a one-fifth (1/5) contract basis or less), guidance counselors, speech and hearing therapists, and reading specialists. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent, Director of Personnel, and any other personnel hired to perform managerial or supervisory duties.

ARTICLE II

NEGOTIATIONS PROCEDURE

2.01 Negotiations Procedure

A. Those matters which are negotiable shall be salary, wages, fringe benefits, terms and working conditions, and other personnel policy matters directly involving members of the bargaining unit, including, but not limited to, grievance procedures, Association dues deduction and other Association rights.

B. This contract may be altered or amended only by mutual consent of the Board and the Association by utilizing the provisions contained herein.

2.02 Commencement of Negotiations

A. Unless otherwise specified in an existing negotiated Agreement, either party may give written notice of the reopening of negotiations between February 22 and March 10 of the year the Agreement is due to expire. Such written request shall be sent by registered or certified mail to the other party. Receipt of such written request shall begin and implement Section 2.04 of this Article.

B. The initial meeting between the parties for the purpose of bargaining will be held within twenty (20) work days of the date of either party's written request. At this initial meeting, the parties will exchange their proposals in full and written form. No additional items shall be added after the first negotiating session unless mutually agreed to by both teams. Items previously negotiated and approved by the Board and the Association and which are not contained on the negotiations agenda shall automatically become a part of the successor Agreement.

1 2.03 Composition of Negotiating Teams

- 2
- 3 A. There shall be no more than five (5) members on the Association's negotiating
- 4 team at the table at any given time. Only one of the Association's negotiating
- 5 team may be a staff representative of the Association's State or National affiliate.
- 6 All other members of the Association's negotiating team shall be members of the
- 7 bargaining unit.
- 8
- 9 B. There shall be no more than five (5) members on the Board's negotiating team at
- 10 the table at any given time. Only one of the Board's negotiating team may be a
- 11 professional consultant under hire by the Board, but not an employee of the Board
- 12 and/or certificated administrator and supervisor employees of the Board who are
- 13 not members of the bargaining unit.
- 14
- 15 C. Names of each respective party's negotiating team members, including
- 16 designation of its primary spokesperson, shall be exchanged between the
- 17 Superintendent and the Association's President at least one week prior to the
- 18 initial bargaining meeting as described in Section 2.04 of this Article. Nothing
- 19 herein shall deny the right of either party to change the individuals on its
- 20 negotiating team or assignment of those individuals. Non-participating observers
- 21 are welcome at the invitation of either team, provided that, except with the
- 22 consent of the other team, (a) Association-invited observers must be members of
- 23 the Association, (b) Board-invited observers must be members of the Board or
- 24 District administrators, and (c) neither team shall have more than two (2)
- 25 observers at any bargaining session.

26

27 2.04 Negotiating Meeting

- 28
- 29 A. All negotiating meetings shall be conducted in private session outside of the
- 30 regular school day unless both parties agree to grant released time to those
- 31 affected team members who are Board employees without loss of pay.
- 32
- 33 B. Upon the motion of either party, the negotiating meeting shall be recessed for no
- 34 longer than thirty (30) minutes to permit the requesting party to caucus.
- 35
- 36 C. Unless otherwise agreed to by the parties, bargaining sessions shall last a
- 37 maximum of three (3) hours.
- 38
- 39 D. Before the conclusion of the initial and successive negotiating meetings, the
- 40 parties shall mutually agree on a date, time and place for the next negotiating
- 41 meeting(s).
- 42
- 43 E. As negotiated items receive tentative agreement they shall be reduced to writing
- 44 and initialed by each party.
- 45
- 46

1 2.05 Exchange of Information

2  
3 A. The Board, through the office of the Superintendent, shall provide an actual copy  
4 of each of the following official public documents to the Association upon its  
5 reasonable request and within a reasonable time thereafter.

- 6  
7 1. Each year's temporary Appropriations Resolution  
8 2. Each year's permanent Appropriations Resolution  
9 3. Each new Amended Certificate of Estimated Resources  
10 4. Each year's July Budget  
11 5. Each year's SF-12  
12 6. Monthly financial statements if and as prepared for the Board  
13 7. Such statistics and financial information in the possession of the Board,  
14 Superintendent and Treasurer, which may relate to current or future areas  
15 for negotiations.

16  
17 B. It is understood that this provision shall not require the Board, Superintendent, or  
18 Treasurer to release confidential personnel records or to compile information and  
19 statistics in the form requested if not already compiled in that form. The  
20 Association agrees to reimburse the Board for the actual duplicating costs of such  
21 data, documents and information.  
22

23 2.06 Impasse

24  
25 A. If tentative agreement on all items is not reached or otherwise resolved between  
26 the parties, either party may declare an impasse on those items on which tentative  
27 agreement has not been reached.

28  
29 B. The party declaring impasse may call for the involvement of a mediator under the  
30 auspices of the Federal Mediation and Conciliation Service (FMCS). If the option  
31 to call for mediation is exercised by one party, the other party shall join in the  
32 request to the FMCS within two (2) days of the call for mediation. Mediation  
33 shall conform to the FMCS rules and regulations.  
34

35 C. Mediation, as described in Section 2.06(B) of this Article, constitutes the parties'  
36 mutually agreed alternative dispute settlement procedure under Section 4117.14  
37 of the Ohio Revised Code and supersedes any and all of the procedures discussed  
38 in that statute. Unless mutually extended by the parties, mediation shall terminate  
39 at the end of the tenth (10th) day following the initial negotiating session under a  
40 mediator's auspices and the Association shall then be entitled to exercise the  
41 rights specified in Section 4117.14 (D) of the Revised Code.  
42

43 2.07 Ratification

44  
45 A. When all items of negotiations have been tentatively agreed to or otherwise  
46 resolved between the negotiating teams, the items having tentative agreement will  
47 be reviewed and compiled into a package by the teams.

- 1 B. The ratification vote of the Association members shall be taken on the package as  
2 a whole and will not be taken on singular provisions. The ratification vote of the  
3 Association members shall be taken no later than five (5) work days after the  
4 compilation of the package unless school is not in session, in which case said vote  
5 will take place as soon as feasible. A majority vote in the affirmative shall  
6 constitute ratification.  
7
- 8 C. The Association shall report to the Superintendent whether or not its membership  
9 ratified the package within three (3) work days after the vote.  
10
- 11 D. If the Association reports that it has ratified the package, the Board will vote  
12 within ten (10) work days of receipt of said report on the identical package as a  
13 whole and not on singular provisions. The affirmative vote of a majority of the  
14 entire membership of the Board shall constitute approval.  
15
- 16 E. Upon ratification of the Association and approval by the Board, the package shall  
17 be signed by the Board President and the Association President and shall become  
18 a part of the official minutes of the Board.  
19
- 20 F. If the Association fails to ratify the package, it shall notify the Superintendent  
21 within three (3) work days of the failure to ratify and the specific reason(s) for  
22 disapproval. If the Board fails to approve the package, it shall notify the  
23 Association President within three (3) work days of the failure to approve and the  
24 specific reason(s) for disapproval.  
25

26 2.08 Savings Clause  
27

- 28 A. If any provisions of this Contract are found to be contrary to law, then that  
29 provision shall be deemed invalid except to the extent permitted by law, but all  
30 other provisions shall continue in full force and effect.  
31
- 32 B. If any provisions of this Contract are found to be contrary to law and its  
33 invalidation makes remaining provisions inoperable, this shall be reason for  
34 immediate reopening of negotiations on that specific provision for the purpose of  
35 reaching a legal substitute agreement. The remaining provisions shall remain in  
36 full force and effect.  
37

38 2.09 Amendment  
39

- 40 A. The Association and the Administration, through their respective designees, may  
41 meet privately during the term of this Contract. In the event that such a meeting  
42 produces a mutual accord that a specific amendment is desirable, such proposal  
43 for amendment shall be submitted for ratification by the Executive Board of the  
44 Association and thereafter by the Board and shall become effective upon such  
45 dual ratification unless the amendment otherwise provides.  
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ARTICLE III

COMPLETE AGREEMENT CLAUSE

- A. The Board and the Association, hereby confirm that each had the full opportunity to present proposals and counter-proposals during the negotiations which led to this Contract. Both parties therefore agree that, during the life of this Contract, neither party will be obligated to negotiate on any issue in this Contract. This Contract entered into on the date signed in Article XVIII below constitutes the full and complete Contract between the parties and all other prior agreements and practices are rendered null and void and shall have no force or effect on either party upon the mutual adoption of this Contract.
- B. It is further agreed that this Contract becomes effective June 30, 2011, and shall remain in full force and effect until twelve o'clock midnight of June 29, 2014.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The Association recognizes that the Board, under the laws and as limited by the laws of Ohio, exclusively has the responsibility and authority to manage direct, on behalf of the public, all the operations and activities of the District. Except as expressly abridged, limited or modified by the terms of this Contract or applicable law, all such rights, powers, authority, prerogatives of management and responsibility to enforce reasonable rules and regulations governing the conduct and activities of teachers are retained by the Board.
- B. The administrative authority of the Board shall be implemented by the Superintendent, Principals, and other administrative or supervisory personnel employed by the Board.

ARTICLE V

LEAVE PROVISIONS

5.01 General Provisions

With the exceptions of Sections 5.02, 5.04, 5.05, 5.07, and 5.10 of this Article, not more than five (5) teachers may take leave from duties on any one (1) given day.

5.02 Sick Leave

- A. Sick leave shall be as follows:  
Sick leave credit shall accumulate at the rate of 1-¼ days per month at a maximum of fifteen (15) days per year.  
Each teacher's maximum accumulation shall be 300 days.

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B. Each beginning teacher or any teacher who has exhausted his/her accumulated sick leave shall be credited with five (5) days of sick leave. If any of these five (5) days of sick leave are used, they shall be deducted from the sick leave accumulated during that contractual year or, if necessary, the following contractual year. If a teacher ends Board employment using advanced sick leave and not earning same, he/she shall have the per diem amount deducted for said unearned sick leave from the last pay check issued by the Board.

C. Any teacher transferring to the employ of the Board shall be credited with the unused balance of that teacher's accumulated sick leave up to 300 days upon verification of such accumulation from the proper public agency.

D. A teacher may at his/her discretion use sick leave for absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children, absence due to illness or death in the immediate family, and for paternity and adoption as set forth in this section.

E. Sick leave shall be limited to the following maximums per occurrence during a teacher's contractual year without exceeding that teacher's total sick leave accumulation:

1. Absence due to personal illness, injury, pregnancy, exposure to contagious disease which could be communicated to other employees or children - all required and necessary use of sick leave.
2. Absence due to illness, injury or death of members of the employee's household who reside with the employee - all required and necessary use of sick leave.
3. Absence due to illness, injury or death of the employee's spouse, child, father, mother, brother, sister, grandparent or death of the employee's father-in-law, mother-in-law, brother-in-law, or sister-in-law - all required and necessary use of sick leave.
4. Those individuals mentioned in the two preceding paragraphs are members of the employee's immediate family.

Upon prior approval of the Superintendent, sick leave may be extended or may be used for illness, injury, or death of others who are not included in the list above.

F. Teachers will be notified monthly of their accumulative sick leave.

G. Immediately after the birth of a unit member's child, the following rules shall apply:

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1. The mother may use up to thirty (30) working days of accumulated sick leave. Additional days may be taken if accompanied by a doctor's statement.
2. The father may use up to ten (10) working days of accumulated sick leave.
3. When both husband and wife are members of the unit, the number of days shall not be in the aggregate.

H. A unit member who is directly responsible for the care of a newly adopted child may use up to fifteen (15) days of sick leave for the purpose of caring for the newly adopted child. Where both husband and wife are members of the unit, the number of days is in the aggregate. The aforestated number of days for the care of a newly adopted child shall be subject to extension upon approval of the Superintendent or his/her designee.

I. In the event of catastrophic, prolonged, or chronic illness, an employee who has exhausted his/her sick leave under this section may request, through the Association, the Superintendent to authorize voluntary transfer of additional sick leave days from other bargaining unit members to the affected unit member. Guidelines for administering this provision shall be mutually developed by the Association President and the Superintendent. A copy of such Guidelines as they existed in June of 2010 is attached as Appendix A.

J. Teachers using sick leave should notify AESOP before 6:00 A.M. of the day sick leave will be used. In emergency situations, these time limits will be waived, and the teacher shall contact the principal or building secretary.

K. Teachers absent on sick leave should contact their school by 2:00 P.M. indicating to the best of their knowledge, the date they intend to return. The school shall not interrupt a teacher's sick leave until after 2:00 P.M. to request this information.

L. Upon return from sick leave, a teacher will be required to complete and sign a sick leave form indicating use of sick leave for one of these specified categories: personal illness or injury, illness or injury in immediate family, or death in the immediate family.

1. If medical attention was required for the teacher, he/she is required to list on the form the name(s) and the address(es) of attending physician(s) and the date(s) when consulted.
2. Willful falsification of a statement on the sick leave form will provide possible grounds for suspension or termination of employment.

M. Any teacher who (a) remains on paid status throughout the entirety of a school year under Section 8.05 below, (b) does not use any sick leave under this section

1 or personal leave under Section 5.05 below during that school year, and (c)  
2 completes and submits to the Treasurer's office within five (5) days of the last day  
3 of that school year a form that shall be promulgated by the Superintendent for  
4 such purpose shall receive a \$500 incentive payment in his/her first paycheck in  
5 the following month, provided that any such teacher who satisfies requirements  
6 (a) and (c) but not (b) as just stated and who uses only one (1) day or less of such  
7 sick leave and personal leave together shall instead receive a \$200 incentive  
8 payment in that paycheck. Use of personal leave for one (1) or more bona fide  
9 religious holidays the observance of which by the bargaining unit member is  
10 required by the member's sincere religious beliefs, shall not disqualify the  
11 member from receiving the incentive payment set forth under this paragraph.  
12

13 5.03 Professional Leave for Unit Members

14  
15 Two (2) days of professional leave shall be granted per contractual year with pay upon  
16 written notification of a bargaining unit member to the Superintendent or his/her  
17 designee. The following provisions shall govern the use of professional leave.  
18

- 19 A. The use of professional leave shall be in-state/out-of-state and limited to:  
20 Professional workshops, seminars, or visitation to other school districts.  
21
- 22 B. Notification must be submitted in writing to the Superintendent or his/her  
23 designee at least five (5) school days prior to the use of professional leave and  
24 must state the purpose for such leave.  
25
- 26 C. Travel expenses will be reimbursed within the following parameters:  
27
- 28 1. Automobile - at the then current IRS mileage allowance.
  - 29 2. Reimbursement shall not be for organizational dues included in  
30 registration fees.
  - 31 3. Reimbursement for expenses other than for travel shall be left to the  
32 judgment of the Superintendent.  
33
- 34 D. Reimbursement for expenses will be made within one (1) calendar month from  
35 the date the voucher is received by the Treasurer.  
36
- 37 E. There will be no time or expense limitations if attendance at an activity or  
38 visitation is required by the district.  
39
- 40 F. Professional leave for activities in excess of one (1) day per contractual year or  
41 for out-of-state activities must have prior approval of the Superintendent and, with  
42 his/her approval, additional trip related expenses may be reimbursed to the staff  
43 member.  
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1 G. A brief report outlining activities participated in or undertaken by the unit  
2 member shall be submitted to the Superintendent not later than five (5) school  
3 days after the unit members return. Reimbursement will not be made until such  
4 report is submitted as required above. Failure to submit a timely report will  
5 constitute a waiver of unit member's claim to reimbursement.  
6

7 H. Should the Board implement a reduction and/or suspension of professional leave  
8 for all school district employees, due to a Board determination, in its discretion,  
9 that there is a current or projected deficit of funds, then the Superintendent shall  
10 not be required to approve the two (2) days listed above. Any approval process  
11 for bargaining unit members to use professional leave during the time of Board  
12 reduction/suspension of professional leave, shall be fair and equitable at all levels  
13 and within all buildings except as additional funds are obtained from a non-  
14 District source for a specific purpose.  
15

16 5.04 Citizenship Leave  
17

18 Members of the bargaining unit shall be granted Citizenship Leave with pay for the  
19 following reasons:  
20

21 A. Court appearance for jury selection or duty - a unit member called for jury duty  
22 shall be excused from work for the days which he or she serves and will receive  
23 his/her per diem rate of pay and shall also receive any remuneration/compensation  
24 received for serving as a juror.  
25

26 B. Court appearance as a witness under subpoena - a unit member subpoenaed as a  
27 witness in a court of law shall be excused from work for the days which he or she  
28 is required to provide testimony. Unit members shall receive his or her per diem  
29 rate of pay minus any payment he/she receives for witness service.  
30

31 Unit members shall submit a statement of attendance as authorized and issued by the  
32 Clerk of Courts to the Superintendent or designee as proof of such service. Unit  
33 members that claim no remuneration for witness service shall sign and date an affidavit to  
34 that effect.  
35

36 5.05 Personal Leave  
37

38 A. Each teacher shall be entitled to not more than three (3) days of absence, with  
39 pay, each school year due to personal business and/or obligations which cannot be  
40 conducted other than on school time. Such days shall not be deducted from sick  
41 leave. Where possible, a teacher will give his/her principal twenty-four (24)  
42 hours advance notice of his/her intention to take such leave. When a teacher is  
43 absent for personal reasons, a report of such absence, signed by the teacher, shall  
44 be filed with his/her principal within five (5) days following the last day of  
45 absence.  
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B. Employees must give written certification that such days are not being taken except for personal business and/or obligations that cannot be handled outside the contractual day and further that the leave will not be used for engaging in gainful employment. No more than ten percent (10%), rounded up to the nearest whole number, of unit members at the elementary, middle, and high school levels, respectively, shall take personal leave on any day, except that the Superintendent may allow an exception to this limitation if, in his/her discretion, appropriate circumstances exist. A Personal Leave may not be taken: on either of the first two (2) days of a teacher's contractual year, the day before or after a school vacation period or holiday, on days when semester and/or year-end exams are scheduled, or on either of the last two (2) days of a teacher's contractual year except for one of the following reasons:

1. Graduation or wedding of self or immediate family member
2. Religious observance
3. Change of residence where move must be made during work week
4. Court appearance
5. Unanticipated weather-related travel emergencies

C. Additional days of paid Personal Leave shall not be granted except in extreme and/or unusual circumstances which are subject to prior approval by the Superintendent.

D. For purposes of Personal Leave, a school year is the teacher's contract year. Teachers employed after ninety (90) school days into a given school shall be eligible for only two (2) days of Personal Leave during his/her initial contract.

E. At the end of each contract year, each unused personal leave day shall be credited and added onto the employee's accumulated sick leave, not to exceed 300 days, except insofar as the employee elects, in writing delivered to the Treasurer on or before the last day of the teachers' standard contractual year in a school year, to have one (1) day of such unused personal leave instead be added to the next school year's accumulation of personal leave for the employee. The maximum accumulation of personal leave shall be four (4) days.

F. Falsification of a statement on the Personal Leave Request Form may lead to disciplinary action as the Board may deem appropriate.

G. Any teacher who (a) remains on paid status throughout the entirety of a school year under Section 8.05 below, (b) does not use any personal leave under this section or sick leave under Section 5.02 above during that school year, and (c) completes and submits to the Treasurer's office within five (5) days of the last day of that school year a form that shall be promulgated by the Superintendent for such purpose shall receive a \$500 incentive payment in his/her first paycheck in the following month, provided that any such teacher who satisfies requirements (a) and (c) but not (b) as just stated and who uses only one (1) day or less of such

1 personal leave and sick leave together shall instead receive a \$200 incentive  
2 payment in that paycheck. Use of personal leave for one (1) or more bona fide  
3 religious holidays the observance of which by the bargaining unit member is  
4 required by the member's sincere religious beliefs, shall not disqualify the  
5 member from receiving the incentive payment set forth under this paragraph.  
6

7 5.06 Child Care Leave

8  
9 A. Eligibility

- 10  
11 1. A member of the bargaining unit who becomes knowledgeable of an  
12 anticipated birth of his/her child or the adoption of a child shall be granted  
13 an unpaid child care leave.  
14  
15 2. No later than thirty (30) calendar days before the effective date of the  
16 leave, the staff member must submit written notice of this leave to the  
17 Superintendent. A written request for alteration or cancellation of the  
18 effective date may be made to the Superintendent.  
19  
20 3. In the case of adoption, the leave shall begin no earlier than one (1) week  
21 prior to the date of legal custody unless this time requirement is waived by  
22 the Superintendent.  
23  
24 4. If an expectant or adopting mother and father are both employed by the  
25 district, either may apply for leave. Child care leave will not be granted to  
26 both.  
27

28 B. Leave Duration

- 29  
30 1. The initial request may be for a time period up to the remainder of the  
31 school year. Said unit member may request an extension of the leave for  
32 up to one (1) additional year.  
33  
34 2. For the purposes of this section, a school year consists of two (2)  
35 semesters (as per adopted school calendar). A unit member will not return  
36 to work from child care leave during the term of a semester except as  
37 provided in (C)(3) below.  
38

39 C. Application for Leave and Leave Extension

40  
41 1. Initial

42  
43 Application for the initial leave shall be made in writing to the  
44 Superintendent's office in accordance with the proceedings and times  
45 noted above.  
46  
47

1                   2.     Extension

2  
3                   Application for a leave extension shall be made in writing to the  
4                   Superintendent's office at least fourteen (14) calendar days prior to the end  
5                   of the school year after which the initial leave terminates.

6  
7                   3.     Early Termination

8  
9                   Upon mutual agreement of the unit member and the Superintendent, a  
10                  leave can be terminated early.

11  
12                D.     Board Approval

13  
14                  The Board shall grant the initial leave request. If requested by the unit member,  
15                  the Board may grant one (1) leave extension up to one (1) additional school year.

16  
17                E.     Assignment

18  
19                  At the termination of the leave, said unit member shall resume the contract status  
20                  which he/she held prior to such leave. The unit member shall be assigned to the  
21                  same position held prior to such leave or to a comparable position.

22  
23                F.     Insurance

24  
25                  If the unit member on leave wishes to continue any or all of his/her insurance  
26                  coverage(s) and if permitted by the insurance carrier(s), the unit member shall  
27                  remit the total cost of the monthly premium(s) for such coverage(s) to the  
28                  Treasurer of the Board of Education on or before the first day of each month after  
29                  the leave begins.

30  
31     5.07   Leave-of-Absence (Unpaid)

32  
33                A.     A unit member, upon written notice to the Board may be granted a leave-of-  
34                  absence without pay for either one (1) semester or one (1) school year. If the  
35                  following criteria are met, the Board shall approve the unpaid leave:

36  
37                  1.     A unit member shall have completed five (5) continuous years of  
38                  employment with the board and has not been granted a sabbatical leave.

39  
40                  2.     If an appropriate substitute can be secured.

41  
42                B.     A leave under these provisions will be granted to members of the bargaining unit  
43                  only once during their employment with the Board.

44  
45                C.     If the unit member on leave wishes to continue any or all of his/her insurance  
46                  coverage(s), the unit member will remit the total cost of the monthly premium(s)

1 for such coverage(s) to the Treasurer of the Board fifteen (15) days prior to the  
2 due date.  
3

- 4 D. At the termination of the leave, the unit member shall resume the contract status  
5 which he/she held prior to the leave. The unit member shall be assigned to the  
6 same position held prior to such leave or to a comparable position.  
7

8 5.08 Sabbatical Leave  
9

10 A member of the bargaining unit, upon written request to the Board, may be granted a  
11 leave-of-absence with part pay for either one (1) semester or one (1) school year in  
12 keeping with the following provisions:  
13

- 14 A. A member of the bargaining unit shall have five (5) years of service. For the  
15 purpose of this policy, service shall mean experience in the District.  
16
- 17 B. A plan of professional improvement shall be furnished prior to Board approval.  
18 Upon return from sabbatical leave, a report shall be filed by the unit member as  
19 proof that said plan was followed.  
20
- 21 C. The part salary shall be the difference between the unit member's regular salary  
22 for the affected semester(s) and the salary of a substitute for the period of time the  
23 sabbatical leave shall be in effect. Notification of said part salary shall be given  
24 to the unit member as soon as possible. Such part salary may be increased. If  
25 increased, the unit member will be notified as soon as possible.  
26
- 27 D. The Board shall attempt to secure a replacement so that the bargaining unit  
28 member on a sabbatical leave will receive some pay during that period.  
29
- 30 E. Additional sabbaticals shall be made available to unit members after completion  
31 of five (5) additional years of service.  
32
- 33 F. A unit member returning from a sabbatical leave will return to the same  
34 assignment held prior to such leave or to a comparable assignment.  
35
- 36 G. A year of sabbatical leave shall count as a year of credit for placement on the  
37 salary schedule.  
38
- 39 H. A unit member is required to return to duty after a sabbatical for at least the same  
40 length of time he/she was on sabbatical leave or he/she shall be required to pay  
41 back all remuneration received from the Board as set forth in paragraph C.  
42
- 43 I. A unit member may complete retirement contribution and secure retirement credit  
44 for the period of the sabbatical leave within the two-year period immediately  
45 following the leave. Otherwise, eligibility to do so is lost.  
46

1 J. The unit member whose sabbatical leave request is approved will be eligible for  
2 Board provided insurance benefits as follows:

- 3
- 4 1. The Board will pay the insurance benefits of the unit member on leave if  
5 the substitute elects not to take advantage of these benefits.  
6
  - 7 2. The Board will pay the cost difference of the insurance benefits of the unit  
8 member on leave if the substitute elects to take advantage of benefits less  
9 than those provided to the unit member on leave. The remaining costs of  
10 these benefits for the unit member on leave will be his/her obligation and  
11 he/she will remit the partial cost of the monthly premium to the Board's  
12 Treasurer on or before the first day of each month after the leave begins.  
13
  - 14 3. If the substitute takes advantage of insurance benefits which cost the  
15 Board at least as much as those paid for the unit member on leave, the unit  
16 member on leave will, if continued coverage is desired, remit the total cost  
17 of the monthly premium to the Board's Treasurer on or before the first day  
18 of each month after the leave begins.  
19

20 5.09 Short-Term Leave (Unpaid)

- 21
- 22 A. Upon written notification of a bargaining unit member, short-term leave for up to  
23 five (5) days per contractual year may be granted by the Board without pay.  
24
  - 25 B. If the following criteria are met, the Board shall approve the unpaid leave:  
26
  - 27 1. The leave is not for either the first two (2) days or the last two (2) days of  
28 the bargaining unit member's contractual year.  
29
  - 30 2. The written request for said leave includes a statement from the requesting  
31 unit member's building principal that adequate lesson plans are secured for  
32 the period of the leave.  
33
  - 34 3. The day requested is not the day immediately before or after a vacation or  
35 holiday during which schools are closed for students.  
36
  - 37 4. The day requested is not on days when grading period and/or  
38 semester/year-end exams are scheduled for students of the requesting unit  
39 member.  
40
  - 41 5. The requesting unit member has either exhausted or has applied to use all  
42 of his/her personal leave for that particular contractual year.  
43
  - 44 6. The requesting unit member has submitted the request ten (10) calendar  
45 days prior to the dates requested.  
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- C. Nothing herein will require the Board or administrative or supervisory personnel to assist in any way with the distribution, signing, and returning of the prescribed authorization forms. These functions are the sole responsibility of the Association.
- D. The Association President or Treasurer shall submit all new signed authorization forms to the Treasurer of the Board during a period from September 1 to September 30 each year. Unless revoked in keeping with procedures contained herein, an authorization will continue from year to year. The Board's Treasurer shall deduct dues in ten (10) equal installments beginning with the second paycheck coming due in October and each second paycheck of each of the following nine (9) months. Any member of the bargaining unit who has authorized said deductions may revoke his/her authorization by notifying the Board's Treasurer on a form prescribed by the Board and the Association within the window period from September 1 to September 30.
- E. To provide for a more equitable means of taking deductions from an individual's pay, all voluntary deductions, other than professional dues and credit union payments, shall be deducted from the first payroll of each month. Credit union payments shall be equally divided between the first and second payroll of each month and professional dues shall be deducted the second payroll of each month as set forth herein.
- F. Within fourteen (14) calendar days following completion of each deduction payroll, the Board's Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The Plain Local Education Association".
- G. By September 15 of each year, the Association will notify the Board's Treasurer as to the total amount to be deducted per member. Such notification shall be in the form of a letter signed by the Association President or Treasurer. The amount to be deducted may not be changed more frequently than once each twelve (12) months.
- H. The Association will indemnify the Board and its Treasurer against liability for all deductions made in accordance with these provisions provided the Board's Treasurer has received and is in possession of a duly signed authorization card.
- I. Signed authorization forms submitted under any previous negotiated agreement shall continue in full force and effect under this agreement but may be revoked in keeping with paragraph (D) above.
- J. The term "dues" of an Association member or enrolling member shall not be deemed to include any fine, assessment, back dues, or other deductions not expressly provided for in this Agreement.

1 K. In the event a unit member's employment is voluntarily or involuntarily  
2 terminated, or the unit member takes an unpaid leave of absence, the balance of  
3 the annual dues not deducted during the year will be deducted from the unit  
4 member's final check, except in the case of a unit member's death. The Human  
5 Resources Office shall copy the PLEA President/designee and the  
6 Treasurer/designee prior to when a unit member terminates employment or takes  
7 an unpaid leave of absence from the district.  
8

9 6.02 Fair Share Fee

10  
11 Effective July 1, 2008, the Board agrees, pursuant to Section 4117.09(C) of the Ohio  
12 Revised Code, to implement the payroll deduction of a fair share fee by the terms and  
13 procedures below. Each bargaining unit member who is not a member of the Association  
14 on July 1, 2008 and continues to not be a member during his/her employment with the  
15 Board shall not be subject to the provisions below of this Section 6.02. Should said  
16 nonmember become a member of the Association after July 1, 2008, then said unit  
17 member shall be subject to all of the provisions below of this Section 6.02.  
18

19 A. In addition to any payroll deduction set forth in Section 6.01 above, each  
20 bargaining unit member who is not a member of the Association by October 1 or  
21 by the sixtieth (60th) calendar day after his/her initial employment with the  
22 Board, whichever is later, shall pay a fair share fee by payroll deduction. The  
23 amount of the fair share fee shall be deducted by the Board Treasurer without  
24 written authorization and shall be remitted to the Association's Treasurer on the  
25 same basis as authorized dues deductions. The fee shall represent that portion of  
26 Association dues expended for purposes germane to the Association's work in the  
27 realm of collective bargaining to the extent permitted by law and shall not exceed  
28 one hundred percent (100%) of the unified dues of the Association.  
29

30 B. Notice of the amount of the annual fair share fee shall be transmitted by the  
31 Association to the Board Treasurer on or about September 15 of each year for the  
32 purpose of determining amounts to be deducted from payroll. The Board  
33 Treasurer shall issue a check to the Association's Treasurer each month with a list  
34 of those persons for which the deductions were made and the amount deducted for  
35 each staff member.  
36

37 C. The payroll deductions shall be in eight (8) equal installments. If there are not  
38 eight (8) payroll deductions remaining in the year, the unpaid balance shall be  
39 deducted in equal installments. A fair share fee may also be paid in cash to the  
40 Association in full between January 15th and January 30th of each year.  
41

42 D. Payroll deduction of such fair share fees shall begin on the February 15th payday,  
43 except that no fee deductions shall be made for bargaining unit members  
44 employed after February 15th.  
45  
46

- 1 E. If a staff member's employment ends, or if s/he goes on an unpaid status, before  
2 all required deductions have been made, the unpaid balance will be deducted from  
3 his/her final payroll check for that school year. If the amount of the last payroll  
4 check is insufficient to cover the balance of the fee due, collection of any  
5 remaining amount shall be the Association's sole responsibility.  
6
- 7 F. Full-time bargaining unit members employed after the first semester of each  
8 school year who are members of the Association and its affiliates or non-members  
9 subject to the fair share fee under this Article shall pay no more than fifty percent  
10 (50%) of the regular Association membership dues.  
11
- 12 G. The Association represents to the Board that an internal rebate procedure has been  
13 established in accordance with Section 4117.09(C) of the Ohio Revised Code and  
14 that a procedure for challenging the amount of the representation fee has been  
15 established and will be given to each member of the bargaining unit who does not  
16 join the Association and that such procedure and notice shall be in compliance  
17 with all applicable state and federal laws and the Constitutions of the United  
18 States and the State of Ohio.  
19
- 20 H. The Association shall notify each non-member of the fair share fee prior to  
21 December 15th of each year. Upon timely demand, non-members may apply to  
22 the Association for an advance reduction of the fair share fee pursuant to the  
23 internal procedure adopted by the Association. The advance reduction shall be  
24 the proportionate amount of monies expended for partisan political or ideological  
25 purposes not germane to the Association's work in the realm of collective  
26 bargaining.  
27
- 28 I. No member of the bargaining unit is required by this Article to become a member  
29 of the Association. An employee who, because of a bona fide religious belief,  
30 objects to paying the fair share fee may file notice with the Association, at the  
31 OEA Headquarters Office, challenging the deduction of the fair share fee on the  
32 basis of Title VII of the federal Civil Rights Act of 1964 and any other applicable  
33 legal standards. The Association shall process the notice in accordance with its  
34 internal procedures. Any accommodation made by the Association to the  
35 employee shall comply with Title VII of the federal Civil Rights Act of 1964 and  
36 any other applicable legal standards.  
37
- 38 J. The Association agrees to defend and indemnify the Board for any cost, demands,  
39 claims, suits or liability incurred as a result of the implementation and  
40 enforcement of this provision provided that:
- 41
- 42 1. The Board shall give written notice within ten (10) work days of any claim  
43 made or action filed against the employer by a non-member for which  
44 defense and indemnification may be claimed;  
45

- 1                   2.     The Association shall reserve the right to designate counsel to represent  
2                   and defend the employer;  
3  
4                   3.     The Board agrees to (1) give full and complete cooperation and assistance  
5                   to the Association and its counsel at all levels of the proceeding, (2) permit  
6                   the Association or its affiliates to intervene as a party if it so desires,  
7                   and/or (3) not oppose the Association or its affiliates' application to file  
8                   briefs amicus curiae in the action;  
9  
10                  4.     The Board acted in good faith compliance with the fair share fee provision  
11                  of this Agreement; however, there shall be no defense or indemnification  
12                  of the Board if the Board intentionally or willfully fails to apply (except  
13                  due to court order) or misapplies such fair share fee provision herein.  
14

15   6.03   Use of Bulletin Boards, Mailboxes & Interschool Mail

- 16  
17           A.     The Association shall have the right of posting notices of its activities and matters  
18           of Association concern in each teacher's lounge located in each building. The  
19           Association agrees to furnish a board in said lounges for the purpose of posting its  
20           notices.  
21  
22           B.     The Association shall have the right to place Association communications in the  
23           mailboxes provided each teacher in the system and to attach an Association  
24           insignia sticker to each member's mailbox. The Association agrees not to post or  
25           distribute material which advocates or calls for the violation of this Agreement.  
26  
27           C.     The Association shall further have the right to use, except for purposes of  
28           advocating for or against candidates for public office, the school district's  
29           interschool mailing system and e-mail technology for the distribution of  
30           Association materials and information to staff members to the extent permitted by  
31           law, the Association to indemnify and hold harmless the Board for any violation  
32           of said legal limitation. Any such communication that occurs during instructional  
33           time shall not interfere with instructional duties to be performed during such time.  
34

35   6.04   Building, District, and Board Meetings

36  
37           An Association representative, with prior notification to the respective building principal  
38           or superintendent, shall be given time after building and/or district meetings of the  
39           instructional staff to make Association announcements. An Association representative  
40           shall be furnished an unofficial copy of the Board minutes after each meeting of the  
41           Board. An official copy of said minutes shall be provided at no cost to the Association  
42           after the minutes have been approved by the Board. The Association President or  
43           designee shall be provided a copy of the agenda of a Board meeting (a) three (3) days  
44           prior to any regular meeting and (b) within a reasonable time of when the agenda for a  
45           special meeting becomes available. The Board shall place on the agenda of its regularly  
46           scheduled meetings a permanent spot for the Association to briefly address the Board, if

1 the Association so chooses. The Association shall place on its agenda for its regularly  
2 scheduled Executive Committee meeting a permanent spot for the Superintendent or  
3 designee to briefly address the Association, if the Superintendent so chooses.  
4

5 6.05 Facility Utilization  
6

7 A. Representatives of the Association may use Board duplicating equipment for  
8 purposes of communicating with the Association's bargaining unit. It is expressly  
9 understood that Board equipment may not be used at times when it is being  
10 utilized for Board, administrative or instructional purposes. It is also expressly  
11 understood that Board equipment may not be used to type, print, or duplicate any  
12 type of communication to the general public or the media.  
13

14 B. Any expenses incurred in the use of Board owned consumable materials or costs  
15 to operate such Board equipment will be reimbursed to the Board by the  
16 Association.  
17

18 C. The Association may use a school facility in which to hold an Association  
19 meeting outside the contractual day with the express understanding that such  
20 meeting will not conflict with any other use of the facility as approved by the  
21 Board or the administration. It is expressly understood that use of Board facilities  
22 for an Association meeting will mean a meeting of the Association membership or  
23 bargaining unit. It is not for the purpose of a meeting for others sponsored by the  
24 Association.  
25

26 D. It is expressly understood that use of such Board equipment or use of Board  
27 facilities will exclude the use of Board vehicles; or use of Board owned  
28 equipment which is not normally used by bargaining unit members in the course  
29 of performing their professional instructional duties.  
30

31 E. Meeting rooms shall not be used later than 10:00 P.M. and shall not be used more  
32 than once per month for building or district-wide membership meetings. If the  
33 Association holds meetings on days not scheduled for custodial coverage, the  
34 Association shall be required to pay for any additional cost of a custodian(s).  
35 Arrangements for use of the space shall be scheduled with the Superintendent  
36 twenty-four (24) hours in advance. The Association may be required to pay a  
37 building use fee in addition to the above if required by law or Board policy.  
38

39 6.06 Association Leave  
40

41 No more than a total of sixteen (16) days of Association leave with pay per school year  
42 shall be granted officers and representatives of the Association to attend meetings,  
43 conferences, workshops, and conventions conducted by the Association or any of its  
44 affiliates. Such leave shall be granted upon written request from the Association  
45 President to the Superintendent no less than five (5) calendar days in advance of the  
46 date(s) of leave requested. This written request shall explain the purpose of the request,

1 give the date(s) of leave requested and the names of those individuals who will be on said  
2 leave. These sixteen (16) days apply collectively and shall not accumulate from school  
3 year to school year. There shall be no payment for any unused Association Leave days.  
4 Neither the Association nor its members shall be charged Association Leave for  
5 participation by members of the Association's bargaining team in negotiations under  
6 Article II above.

7  
8 6.07 Association President

9  
10 An office with a telephone and fax line will be made available to the Association  
11 President within reasonable proximity in his/her building of assignment, space  
12 permitting. The Association President shall not be assigned duties.

13  
14 6.08 Staff Directory

15  
16 Each school year, at the same time they are normally distributed, the Association  
17 President will be provided with ten (10) copies of the District's staff directory.

18  
19 ARTICLE VII

20  
21 TEACHER RIGHTS

22  
23 7.01 Vacancies and Transfers

24  
25 A. As soon as possible after the Superintendent becomes aware of, and determines to  
26 fill a vacancy or new position, he/she will post a notice in each teacher lounge  
27 during the regular school year and will inform the Association President or his/her  
28 designee during the summer vacation period of these known vacancies which will  
29 occur for the current or following school year. This will include any new  
30 positions. When a vacancy occurs during the school term, a transfer will be  
31 granted in keeping with this policy only when the transfer will have a minimal  
32 effect upon students.

33  
34 Members of the instructional staff who desire a change in grade, building, and/or  
35 subject assignment in keeping with certification areas, may file a written  
36 statement of such desire with the Superintendent.

37  
38 B. If two or more members of the instructional staff submit written requests, the  
39 following criteria will be used in filling the vacancy.

- 40  
41 1. Highest grade of certification/licensure in the vacant area.  
42  
43 2. Most experience in a position the same as the vacant position.  
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- 3. Previous written evaluations, professional portfolio, and a meeting(s) with the building principal and/or his/her designee(s) to present what the candidate believes makes him/her appropriate for the position.
  
  - 4. Where the foregoing factors are substantially equal or off-set each other, the candidate with the greatest seniority in the school district normally will be given the transfer. If the administration grants the transfer to a candidate with less seniority or recommends employment to an outside candidate to fill the vacancy, the candidate with the greatest seniority may request and be granted a meeting with the Superintendent and the building principal in whose building the vacancy exists. The teacher may have a representative of his/her choice attend this meeting. The purpose of the meeting will be to answer questions and supply the written reasons why this situation was abnormal. The administration and the teacher shall not use these reasons for any further purpose and they will not be placed in the teacher's personnel file.
- C. Whenever a vacancy arises or a new position is created, the Superintendent will not recommend nor shall the Board act to fill, permanently, such vacancy or position until at least three (3) days\* after the notification provision found in paragraph one (1) of this policy has been followed. The Superintendent may recommend and the Board may act to employ an outside candidate for a vacancy between July 19 and the beginning of the ensuing school year without waiting three (3) days\* as set forth above.
- D. A unit member shall not be involuntarily transferred should it cause a “highly qualified” member to be placed in a position where he/she would become not “highly qualified” as required and defined by the No Child Left Behind Act and the Ohio Department of Education.
- E. 1. Bargaining unit positions which are created due to increased enrollment and/or scheduling that are .2 (two-tenths) of a contract shall be offered first to unit members who are then on a fractional contract and who are within the department which needs the additional coverage. If declined within the department, by all such members, then the position shall be posted internally within the District, in the manner provided in Subsection A above prior to external posting. All interviews for the posted internal vacancy shall have teacher participation as practiced in the building where the vacancy exists. Should no unit member be selected to fill the vacancy, then the vacancy may be posted and filled externally. Should an applying unit member who is outside the department in which the position exists not receive it, the unit member, upon his/her request, and in lieu of any potentially otherwise applicable provision in Subsection B above about the

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\* As used in this Section, a “day” or “days” shall be a school day during the adopted school calendar and a weekday (Monday thru Friday) excluding legal holidays during the summer vacation.

1 method of informing a more senior member about her/his not receiving a  
2 position, shall be provided clear reason(s) orally as to why he/she was not  
3 selected for the position. The reason(s) as so provided by the  
4 administration, shall not be subject to Section 7.04, and no record of the  
5 inquiry or response will be kept by the administration. The unit member  
6 may request to have a representative of his/her choice to attend this  
7 meeting.

8  
9 2. Bargaining unit positions which are created due to increased enrollment  
10 and/or scheduling that are .25 (one-quarter) or more but less than full time  
11 shall be posted internally within the District in the manner provided in  
12 Subsection A above prior to external posting. All interviews for the  
13 posted internal vacancy shall have teacher participation as practiced in the  
14 building where the vacancy exists. Should no unit member be selected to  
15 fill the vacancy, then the vacancy may be posted and filled externally.  
16 Should an applying unit member not receive the position, the unit  
17 member, upon his/her request, and in lieu of any potentially otherwise  
18 applicable provision in Subsection B above about the method for  
19 informing a more senior member about his/her not receiving a position,  
20 shall be provided clear reason(s) orally as to why he/she was not selected  
21 for the position. The reason(s), as so provided by the administration, shall  
22 not be subject to Section 7.04, and no record of the inquiry or response  
23 will be kept by the administration.

24  
25 3. The unit member may request to have a representative of his/her choice to  
26 attend this meeting.

27  
28 4. A unit member who is hired for any additional fractional time shall receive  
29 an amended contract reflecting such an increase of time.

30  
31 7.02 Board Policy Handbook

32  
33 Each teacher shall be issued an updated handbook stating the policies of the Board which  
34 directly affect certificated staff. This handbook shall be annually updated. A newly  
35 employed teacher shall be issued a handbook upon employment with the District.

36  
37 7.03 Emergency Removal of Student

38  
39 In keeping with the provisions of Section 3313.66 of the Ohio Revised Code, if a removal  
40 of a student is an emergency removal, a teacher shall notify the principal immediately  
41 that it is an emergency removal. Whenever circumstances permit, teachers shall confer  
42 with the principal prior to any removal.

43  
44 The teacher involved in making an emergency removal will have the right of a  
45 representative of his/her choice at all hearings.  
46

1 7.04 Grievance Procedure

2  
3 A. Grievance Policy

4  
5 The Board recognizes that in the interest of effective personnel management, a  
6 procedure is necessary whereby its teachers can be assured of a prompt, impartial,  
7 and fair hearing on their grievances. Such procedures shall be available to all  
8 teachers and no reprisals of any kind shall be taken against any teacher initiating  
9 or participating in the grievance procedure.

10  
11 B. Purposes and Objectives

12  
13 The primary purpose of this procedure shall be to obtain, at the lowest  
14 administration level and in the shortest period of time, equitable solutions to  
15 grievances which may arise from time to time. Both the Board and the  
16 Association agree that grievance proceedings shall be handled in a confidential  
17 manner.

18  
19 C. Grievance Defined

20  
21 A grievance is limited to an alleged violation, misinterpretation or misapplication  
22 of provision(s) of this written Agreement between the Board and the Association.  
23 This shall include, but not be limited to, any violation of procedural rights set  
24 forth in this written Agreement.

25  
26 D. General Provisions

- 27  
28 1. An individual grievance shall be initiated by the person so aggrieved.  
29  
30 2. A grievance may be initiated by a group of staff members and/or the  
31 Association.  
32  
33 3. An alleged violation should be first discussed informally with the  
34 appropriate administrator prior to initiation of the grievance procedure.  
35  
36 4. A grievance shall be reduced to writing and include: (a) the alleged  
37 violation, including a statement of alleged facts and an identification of the  
38 specific section(s) of this Agreement allegedly violated, misinterpreted, or  
39 misapplied; (b) the relief sought; and (c) date of initiating procedure.  
40  
41 5. The Association shall be available to assist any teacher in preparing the  
42 proper and complete information necessary to expedite the procedure.  
43  
44 6. A grievant at his/her request may be represented by the Association at all  
45 formal and informal steps, and no other person or entity may provide such  
46 representation. The Association shall have the opportunity to be present at

1 all grievance meetings during which grievance adjustments are discussed  
2 with the grievant.  
3

- 4 7. Time limits given shall be considered as maximum unless otherwise  
5 extended by mutual written agreement by the parties involved.  
6  
7 8. Failure of the aggrieved to proceed within the specified time limits to the  
8 next level of the procedure shall mean the grievance has been resolved by  
9 the recommendations stated in the previous level.  
10  
11 9. Failure of the administration to respond in the time limit stated shall mean  
12 the grievance shall automatically be processed to the next level.  
13  
14 10. A grievance may be initiated at Level II when it has been determined by  
15 the building principal that the subject is not within his/her realm of  
16 responsibility or control.  
17  
18 11. Nothing contained in this procedure shall be construed as limiting the  
19 individual rights of a teacher, having a complaint or problem, to discuss  
20 the matter informally with members of the administration through normal  
21 channels of communication.  
22  
23 12. A teacher or the Association will utilize this grievance procedure when the  
24 complaint or problem falls within the definition of a grievance and can be  
25 filed timely in keeping with this grievance procedure before using other  
26 professional or legal avenues in resolving a complaint or problem.  
27  
28 13. A day shall be a school day during the adopted school year and a week  
29 day (Monday thru Friday) excluding legal holidays during the summer  
30 vacation.  
31  
32 14. No reprisal shall be made against any party involved in the use of this  
33 grievance procedure.  
34  
35 15. A grievance may be withdrawn at any level without prejudice or record  
36 unless maintained in the Board's or the Association's files in accordance  
37 with item 17 below. Once withdrawn, that grievance may not be refiled  
38 unless either the Board and the Association agree otherwise or the  
39 grievance may still be timely filed within the requirements for filing at  
40 Level I.  
41  
42 16. No record, document, or communication arising from a grievance shall be  
43 placed in the personal file of any participants involved in the procedure  
44 herein described unless required by a grievance disposition or an  
45 arbitrator's award.  
46

1 17. All records, documents, and communications relating to or arising from a  
2 grievance may be placed in a District grievance file. Nothing in said file  
3 may be used to the detriment of any aggrieved party whose name appears  
4 in the file. The Association also may maintain a grievance file.  
5

6 E. Procedure  
7

8 1. Level I - Administration  
9

10 a. A copy of the written grievance must be filed with the aggrieved's  
11 immediate administrator within twenty (20) days after the  
12 aggrieved becomes aware or should have logically become aware  
13 of the alleged violation.  
14

15 b. A meeting shall be mutually agreed upon between the aggrieved  
16 and the administrator within five (5) days of the filing of the  
17 grievance. Either the aggrieved or the administrator may have  
18 present such people who may provide information related to the  
19 grievance. Discussion at this meeting shall be confined to the  
20 issues as stated in the grievance and the relief sought.  
21

22 c. Within five (5) days of the meeting, the administrator shall provide  
23 the aggrieved with a written response stating his/her position on  
24 the grievance.  
25

26 2. Level II - Superintendent  
27

28 a. If the aggrieved is not satisfied with the suggestion for resolution  
29 received in Level I, he/she may, within five (5) days of receipt of  
30 such written response, submit his/her written grievance to the  
31 Superintendent and request a meeting to discuss the grievance.  
32

33 b. The meeting shall be within five (5) days of the request. The  
34 meeting shall include a State consultant selected by the  
35 Association. During the meeting, the Superintendent and the  
36 Association and the grievant will confer in an attempt to reach an  
37 agreement which will resolve the grievance. If agreement between  
38 the Superintendent and the Association and grievant is reached, it  
39 will be final. Such agreement will be in writing, signed by the  
40 Superintendent, and will be provided to the aggrieved and the  
41 Association President.  
42

43 c. If agreement is not reached between the Superintendent and the  
44 Association and grievant, the Superintendent shall provide the  
45 aggrieved and the Association President with a response stating

1 his/her position on the grievance. Said written response will be  
2 provided within five (5) days of the Level II grievance meeting.  
3

4 3. Level III - Board  
5

6 a. Within ten (10) days of receipt of the written Level II disposition,  
7 the grievant may appeal the grievance to the Board. Such appeal  
8 shall be in writing to the Treasurer of the Board.  
9

10 b. Within ten (10) days of receipt of the written appeal, the Board, or  
11 its designated Board member(s) shall meet with the grievant. The  
12 meeting shall include the Superintendent, the Grievant,  
13 Association representative(s), and any other person who may be  
14 needed to give information concerning the grievance.  
15

16 c. Within ten (10) days following the meeting, the Board or  
17 designated Board member(s) shall render a written disposition.  
18 Said disposition shall be sent to the grievant, the Association  
19 President, and the Superintendent.  
20

21 4. Level IV - Arbitration  
22

23 a. The Association, within ten (10) days of receipt of the written  
24 Level III disposition, may submit a demand for arbitration form to  
25 the American Arbitration Association (AAA), if there is not a  
26 settlement agreeable to the grievant(s) at Level III. Copies of said  
27 demand form will be sent to the Superintendent at the same time as  
28 the original is sent to the AAA. The arbitrator will be selected in  
29 keeping with the AAA's voluntary rules and regulations. Once an  
30 arbitrator is selected under this process, the arbitrator shall conduct  
31 a fair and impartial hearing on the grievance during which both  
32 parties will have an opportunity to present their respective sides of  
33 the grievance. The arbitrator will issue his/her written award as  
34 soon as possible after the hearing. Copies of the award will be sent  
35 to the grievant, the Association President, and the Superintendent  
36 and will be binding on all parties.  
37

38 b. The arbitrator is specifically prohibited from making any decision  
39 which is inconsistent with the terms of this Contract, which alters  
40 or amends this Contract, or which is contrary to law.  
41

42 c. The fees and expenses of the arbitrator shall be paid by the party  
43 who loses the arbitration. The Association shall pay for the  
44 grievant's filing fees.  
45  
46

1 7.05 Discipline of a Bargaining Unit Member

2  
3 A. Any disciplinary action against a bargaining unit member shall be conducted in  
4 private. If an affected unit member or administrator deems it necessary, either  
5 may request a representative of choice to be present. When such request is made,  
6 the disciplinary action shall be delayed not more than one (1) school day unless  
7 mutually agreed to among the parties.

8  
9 B. Teacher Suspension Procedure

10  
11 1. The Administration has the right to suspend a teacher with or without pay  
12 for disciplinary purposes. It shall not be considered discipline to place a  
13 unit member on administrative leave with pay.

14  
15 2. Prior to any such suspension, the Administration shall conduct an  
16 investigation of the incident or infraction(s) upon which any such  
17 suspension will be based. The results of the investigation shall be reduced  
18 to writing and given to the teacher along with a recommendation for a  
19 possible suspension with or without pay.

20  
21 3. Upon request of the teacher and within five (5) days of the teacher's  
22 receiving written notification of a possible suspension with or without pay,  
23 the teacher may request a meeting with the Superintendent. The teacher  
24 shall have the right to representation at the meeting.

25  
26 4. The Superintendent's decision on the suspension shall be issued within ten  
27 (10) days after the Superintendent's meeting.

28  
29 5. Suspension of a teacher with or without pay for disciplinary reasons shall  
30 only occur for just cause. This just cause standard in this provision shall  
31 not apply to the nonrenewal of the teacher's limited teaching contract, nor  
32 shall it affect in any way the rights of the Board or members of the  
33 bargaining unit with respect to termination procedures initiated under  
34 Section 3319.16 of the Ohio Revised Code.

35  
36 7.06 Teachers of Singleton or Special Electives Classes

37  
38 Notwithstanding any implication to the contrary in Section 1.01, at no time shall the  
39 number of teachers of singleton or special electives classes who are teaching on a one-  
40 fifth (1/5) contract basis or less (and who are hence excluded from the bargaining unit)  
41 exceed a number equal to ten percent (10%) of all teachers comprising the bargaining  
42 unit. In addition to the foregoing numerical limitation, no teacher of singleton or special  
43 electives class shall be hired to teach on a one-fifth (1/5) basis or less unless notification  
44 as to the existence of the opening has been provided in the manner described in Section  
45 7.01(A), and the Superintendent will not recommend, nor shall the Board act to fill, any  
46 such opening until at least three (3) days (as defined in the footnote to said Section

1 7.01(C)) after that notification has been so provided; in the event that a member of the  
2 bargaining unit applies to fill the opening during that three (3) day period but is not  
3 selected, the member will be informed in writing of the reason(s).  
4

5 7.07 Public Complaint Procedure

6  
7 At all conferences with a professional staff member/coach concerning a public complaint  
8 about that member/coach, the member/coach may request Association representation. If  
9 the complaint becomes a matter of written record, and will be used in disciplining or  
10 evaluating the teacher, then the teacher shall be afforded the opportunity to answer or  
11 rebut such complaint. No unidentified or anonymous complaint shall become part of a  
12 teacher's evaluation or personnel file.

13  
14 The Board's Public Complaints Policy existing as of the time of entry into this  
15 Agreement is attached as Appendix B hereto for information purposes.  
16

17 ARTICLE VIII

18 EMPLOYMENT RIGHTS  
19

20  
21 8.01 Equal Opportunity

22  
23 No employee(s) will be discriminated against in any way in the exercise of their  
24 employment rights or their rights under this Agreement because of race, color, creed,  
25 national origin, age, sex, handicap, or Association membership.  
26

27 8.02 Employment Practices

28  
29 The Board will not require, either through resolution, policy, or in contracts, any  
30 residence requirement as a condition of employment, re-employment, advancement,  
31 promotion, or transfer within the District.  
32

33 8.03 Professional Personnel Records

34  
35 A. The Board and the Association agree that the Superintendent's office will  
36 maintain a personnel file on each teacher employed by the district. The personnel  
37 file will consist of all records, evaluations, honors, letters, and notations made on  
38 a teacher during his/her employment as well as pre-employment materials  
39 concerning such teacher. The District may develop a procedure to purge this file  
40 of pre-employment materials no longer deemed necessary to maintain and/or to  
41 discard all such pre-employment materials. Such personnel file may be accessed  
42 and copied to the extent permitted by law, but the original and any part of these  
43 files may not be taken from the administrative offices.  
44

45 B. It is further agreed that the Treasurer will maintain a business file on each teacher.  
46 This file may contain contracts, compensation data, tax information, leave

1 records, etc., but any medical records shall be kept separately. Such file may also  
2 be accessed and copied to the extent permitted by law, but the original and any  
3 part of these files may not be taken from the administrative offices.  
4

5 C. Once employed, any teacher shall be provided a copy of any materials which may  
6 be considered critical of that teacher's conduct, service, character, or personality  
7 before it is placed in his/her personnel file. Teachers may acknowledge that they  
8 have read the material by affixing their signature to the copy to be filed. The  
9 teacher's signature shall not indicate agreement with the content of the material,  
10 but indicates only that the material has been inspected by the teacher. The teacher  
11 may reply to such critical material in a written statement to be attached to the filed  
12 copy.  
13

14 D. Administrators shall inform teachers of any complaint by an individual or group  
15 which is directed toward them which will become a matter of record. Anonymous  
16 letters or materials shall not be placed in a teacher's file, nor, except as required  
17 by law, shall they otherwise be made a matter of record.  
18

19 E. Each teacher shall have the right, upon request, to inspect the contents of that  
20 teacher's personnel and business files. A representative of the Association may,  
21 at the teacher's request, accompany the teacher in such inspection. The  
22 Superintendent or his designee shall be present during any file inspection.  
23

24 F. Material other than routine evaluations will be removed from the teacher's  
25 personnel and business files when a teacher demonstrates that it is inaccurate,  
26 does not comply with this Article, or is unfair as sustained by the Grievance  
27 Procedure. A teacher shall be entitled to a copy of any material in said teacher's  
28 personnel or business file. Material added to a teacher's file after the initial  
29 copies have been made will also be copied for the teacher(s) upon the request of  
30 the teacher(s). Copies shall be provided at no cost to the individual teacher.  
31

32 G. Whenever any person not acting on behalf of the Board or a teacher seeks to  
33 examine the teacher's personnel or business file (or parts thereof), the teacher  
34 shall be notified by sending a letter to his/her last known address.  
35

36 H. This Section shall supersede and render inapplicable Ohio Revised Code Chapter  
37 1347, as now or hereafter amended.  
38

#### 39 8.04 Teacher Day

40  
41 A. The maximum length of a bargaining unit member's contractual day is a  
42 consecutive seven (7) hours and thirty (30) minutes. The work day shall start no  
43 earlier than 7:00 a.m. and end no later than 4:00 p.m., Monday through Friday.  
44 Any increase in the school/work day or school/work year mandated by state law  
45 shall be compensated on the basis of each bargaining unit member's daily rate of

1 pay. Daily rate of pay is derived by dividing the unit member's salary for the 186  
2 day work year by 186.

- 3  
4 B. During each student day, each bargaining unit member shall be allowed and  
5 scheduled a minimum of thirty (30) consecutive minutes for a duty-free,  
6 uninterrupted period for lunch.  
7  
8 C. A high school and middle school bargaining unit member shall be paid a stipend  
9 in the gross amount of one thousand dollars (\$1,000) by supplemental contract for  
10 each additional instructional period beyond five (5) instructional periods in a  
11 student day that s/he volunteers or is directed to teach throughout a nine (9) week  
12 period. In addition, a teacher shall not be directed to teach six (6) classes more  
13 than two (2) consecutive years.<sup>1</sup>  
14  
15 D. During each student week, each elementary bargaining unit member shall be  
16 allowed and scheduled a minimum of one (1) thirty-five (35) minute  
17 uninterrupted period and four (4) thirty (30) minute uninterrupted periods for  
18 preparation time during which no other duties are assigned.  
19  
20 E. Any additional duties during the Teacher Day will be student supervisory duties.  
21  
22 F. All bargaining unit members at the elementary level shall be assigned lunch duty  
23 in a reasonably equitable manner. All issues related to reasonably equitable  
24 manner may be raised in the Principal's Advisory Committee.  
25  
26 G. Attendance at one (1) open house per school year is mandatory. Required school  
27 open houses shall not be scheduled prior to the first contractual day for teachers.  
28  
29 H. Bargaining unit members who, as the result of consistently late bus arrivals are  
30 routinely required to remain on duty more than fifteen minutes after school is  
31 dismissed will notify the building principal. If the principal is unable to change  
32 the timing of the bus route, the principal shall modify the bargaining unit  
33 member's daily schedule by agreeing to a later beginning time in the morning or  
34 such other modifications as may be mutually agreeable.  
35  
36 I. The Board and the Association agree to meet as a joint committee (with equal  
37 representation) in the event of an administrative proposal to change the School  
38 Day Schedule in any building at the elementary, middle school or high school  
39 level which, within that building, would result in a deviation from any  
40 provision(s) of this Agreement.

---

<sup>1</sup> Teachers may be requested by the building principal or his/her designee to waive their planning/conference period to assume the responsibility of supervising a class if a substitute teacher is unavailable. Any member who agrees to such a request shall be compensated proportionate to the then-current per diem substitute teaching rate upon the member's completion of its Internal Substitute Reimbursement Form, provided that compensation will be so paid only for covering classes with absences resulting from personal, sick, or professional leave. The member is responsible for filling out the form, submitting it to the building principal for authorization, and forwarding it to the Treasurer's office.

- 1 J. 1. Unit members in the 2-5 building who teach specials (i.e. wellness,  
2 computer, art, music, and media/library) shall have a work day which  
3 reflects six (6) instructional periods within a student day, in addition to the  
4 contractual planning period and duty-free lunch.  
5  
6 2. Unit members in the 2-5 building who teach specials shall be paid a  
7 stipend in the gross amount of one thousand dollars (\$1,000) by  
8 supplemental contract for each additional instructional period beyond six  
9 (6) instructional periods in a student day that s/he volunteers for or is  
10 directed to teach throughout a school year. In addition, a teacher shall not  
11 be directed to teach more than six (6) instructional periods in a student day  
12 for more than two (2) consecutive years. The 2009-10 school year shall be  
13 considered the first year of being directed to teach an additional period.  
14

15 8.05 Length of School Year and School Calendar

- 16  
17 A. The teacher contract year shall be designated as follows:  
18  
19 (178) Number of days students are actually present in buildings;  
20 (2) Two parent teacher conference days;  
21 (1) One teacher work day at the beginning of the work year, without students  
22 in attendance and no administratively called meetings;  
23 (2) Two administrative work days at the beginning of the work year\*;  
24 (2) Two days of teacher in-service during the work year\*;  
25 (1) One teacher work day at the end of the work year, without students in  
26 attendance and no administratively called meetings;  
27 (186) Total number of days in teacher contract year.  
28  
29 \*The Association shall have one (1) hour on each of these days to meet with teachers.  
30  
31 B. An orientation day for new teachers to the system may be in addition to the  
32 maximum number of days. Any orientation days beyond that one (1) additional  
33 day shall be paid at \$175 per day.  
34  
35 C. The Association will submit a proposed school calendar to the Superintendent by  
36 January 1 of each year. The Association President or his/her designee shall  
37 participate in all discussions of calendar proposals with the administration prior to  
38 Board adoption of a school calendar each year. This participation shall not be  
39 construed as negotiating the actual calendar, but is only to guarantee Association  
40 input in the development of the school calendar. OEA Central Day shall be a  
41 non-school, non-pay day to permit those teachers who voluntarily wish to attend  
42 the OEA Central in-service activities to do so.  
43  
44 D. The requirement of one hundred eighty-six (186) days shall be waived for a  
45 shorter period of time if school(s) are closed for weather, calamity, or energy  
46 conservation in keeping with any applicable state law.

1 8.06 New Teacher Orientation

- 2
- 3 A. On or before the start of each school year, an orientation meeting shall be held for
- 4 all new teachers in the District.
- 5
- 6 B. The Association shall have the opportunity to make suggestions on the planning
- 7 of the meeting's agenda and will be provided no more than one (1) hour on that
- 8 agenda to provide Association information to these new teachers.
- 9

10 8.07 Notification and Distribution of School Calendar

11

12 Along with the annual salary notice sent to each member of the instructional staff, a copy

13 of the Board adopted school calendar for the ensuing school year shall be enclosed. In

14 keeping with provisions of Section 8.05 of this Article, the school calendar may be

15 subject to revision as needed as determined by the Board.

16

17 8.08 Principal Advisory Committee

- 18
- 19 A. A Principal Advisory Committee (PAC) will be established annually at each
- 20 school building during September of each school year. Each building principal
- 21 will meet with his/her respective committee for the following purposes:
- 22
- 23 1. To discuss educational concerns of the building.
- 24
- 25 2. To discuss building concerns.
- 26
- 27 3. As a sounding board for change in the schools.
- 28
- 29 4. The committee will be comprised of two (2) selectees by the principal and
- 30 two (2) selectees by the Association President. This committee will meet
- 31 monthly or as needed.
- 32
- 33 B. Association/Board Communications Committee
- 34
- 35 1. In the interest of sound labor/management relations the Board and/or its
- 36 designees shall meet with five (5) representatives of the Association once
- 37 every quarter (unless mutually agreed otherwise) each year to discuss
- 38 potential problems and promote harmonious labor-management relations.
- 39 The Superintendent/designee and the Association President/designee shall
- 40 attend those meetings. This committee shall be trained, as necessary, in
- 41 problem solving procedures and techniques.
- 42
- 43 2. If a special labor-management meeting(s) has been requested, and
- 44 mutually agreed upon, it shall be convened as soon as feasible.
- 45
- 46

1 8.09 In-Service

- 2
- 3 A. Local in-service programs shall be designed and implemented cooperatively
- 4 between the administration and the Association, through the Local Professional
- 5 Development Committee ("LPDC"). In addition to the Central OEA/NEA In-
- 6 Service Day, which shall be a non-school, non-pay day, there shall be two (2) full
- 7 days of local in-service programs within the regular school year. Such days will
- 8 be so designated in the school calendar. The goal of such program shall be to
- 9 improve the quality of education offered the students of the District.
- 10
- 11 B. The Association, in working with the administration, through the LPDC, shall
- 12 have up to two (2) hours yearly during regularly scheduled in-service day(s) to
- 13 conduct in-service programs initiated by the Association. In the event that
- 14 consensus between the Association and the administration cannot be reached on
- 15 an in-service topic proposed by the Association in keeping with this provision, the
- 16 Association will continue to propose a new topic until agreement upon a program
- 17 can be achieved, provided that the administration may select an in-service topic
- 18 under this paragraph in the event that efforts to reach consensus as just described
- 19 are unavailing.
- 20

21 8.10 Facilities for Instructional Staff

22

23 The Board shall provide in each school building the following facilities exclusively for

24 the use of the instructional staff:

25

- 26 A. Lunchroom facilities not available to students.
- 27
- 28 B. Lounge facilities, not to be used for instructional, counseling, or testing purposes,
- 29 etc.
- 30
- 31 C. Use of the school telephone (no long distance calls except on school business and
- 32 with the prior approval of the building principal).
- 33
- 34 D. Vending machines shall be installed in faculty lounges upon the request of the
- 35 building faculty. The cost of vending machine items is not a subject of
- 36 negotiations and, therefore, is not grievable.
- 37
- 38 E. The District shall provide adequate numbered parking facilities for all staff
- 39 members, provided that adequate parking facilities for a reasonable number of
- 40 visitors shall first be assigned in locations closest to buildings. In addition, each
- 41 staff member who has a handicapped parking placard or a handicapped license
- 42 plate as either of same is issued for that member by the State of Ohio shall receive
- 43 an assigned space in similar proximity to his/her assigned building as parking
- 44 spaces reserved for visitors having such a placard/plate. Each respective building
- 45 principal shall inform each of the staff members of the specific location of the

1 individual's reserved parking space within the first three (3) work days of the  
2 contractual year. In connection with the provision of such spaces:

- 3
- 4 1. The District will monitor the parking lots to the extent current staff is  
5 available without other responsibilities, it being understood that the  
6 District cannot ensure that the assigned spaces will not be taken by others;  
7
  - 8 2. Each building's PAC will implement a process to resolve disputes among  
9 bargaining unit members over parking;
  - 10 3. Issues relating to the assignment of numbered spaces, the use of spaces by  
11 third parties, disputes between bargaining unit members concerning spaces  
12 and their use, and other parking implementation issues shall not be  
13 grievable.  
14

15  
16 F. Use of Buildings

- 17 1. Unit members requesting the use of school district facilities for in-  
18 service/private lessons/tutoring shall file appropriate forms with the  
19 Treasurer's Office prior to the start of the in-service/private  
20 lessons/tutoring. The Treasurer's Office shall notify the unit member  
21 making the request of the acceptance to use the facilities within ten (10)  
22 work days of submitting the form.  
23
- 24 2. When conducting in-services, private lessons, or tutoring, during regular  
25 custodial hours when no additional custodial services are necessary, the  
26 unit member shall not be charged for the use of a regular classroom or  
27 similar room, provided the unit member is not being compensated either  
28 monetarily or with other items/services of value (other than by and/or  
29 through the Board).  
30
- 31 3. Unit members conducting private lessons or tutoring for compensation  
32 (which is not paid by and/or through the Board) shall be charged two  
33 dollars (\$2.00) per hour for the use of a regular classroom or similar room,  
34 during regular custodial hours when no additional custodial services are  
35 necessary.  
36
- 37 4. Unit members may provide information about the private lessons/tutoring  
38 to students and parents as provided by Board Policy or Administrative  
39 Guidelines.  
40
- 41 5. Unit members providing private lessons/tutoring shall follow  
42 Administrative Guideline 3213 (Revised December 2004).  
43
- 44 6. All private lessons/tutoring shall be conducted after the contractual teacher  
45 day.  
46

1 8.11 Elementary and Middle School Specialists

2  
3 In keeping with State Minimum Standards, the Board will provide Educational Service  
4 Personnel who hold the special teaching certificate in Art, Music, and Physical Education  
5 to give instruction in these areas to elementary and middle school students.  
6

7 8.12 Professional Behavior

8  
9 Unit members are expected and required to be at their assigned areas in a timely fashion  
10 every day.  
11

12 8.13 Indemnification

13  
14 Teachers shall have the right to indemnification in accordance with Ohio Revised Code  
15 2744.07 as now existing or hereafter amended.  
16

17 8.14 Special Needs Students

18  
19 A. The parties agree that children having special physical, mental, and emotional  
20 problems may require specialized classroom experiences and that their presence  
21 in regular classrooms may place additional demands upon professional staff  
22 members. It is further agreed by and between said parties that if the placement of  
23 any student into a regular classroom setting significantly disrupts the education of  
24 the other students, the teacher may request additional testing and evaluation of the  
25 student to examine the student's appropriate placement.  
26

27 B. Individuals with Disabilities Education Improvement Act (IDEIA) Committee

28  
29 A joint Association/Administration advisory committee (IDEIA Committee) will  
30 be established to:  
31

- 32 1. Provide support for the District's implementation of IDEIA.
- 33  
34 2. Assist in implementing IDEIA in a manner consistent with Federal, State,  
35 and District laws, regulations, standards and policies, and to review and  
36 recommend actions to address the working conditions of unit members  
37 impacted by those laws, regulations, standards and policies.  
38
- 39 3. Recommend to the Superintendent and Association President any  
40 amendments to the Negotiated Agreement that may be necessary to  
41 implement IDEIA.  
42
- 43 4. The Committee shall be comprised of four (4) members appointed by the  
44 Superintendent and four (4) members appointed by the Association  
45 President. Additional members may be added by a majority vote of the  
46 Committee.

1 8.15 Administrative Review

2  
3 This review process is for the purpose of permitting professional staff members to present  
4 their concerns verbally when they feel their class size, class load, or number of  
5 preparations, is inequitable; or the schedule of administratively called meetings is  
6 manifestly excessive. This review shall only be conducted after the staff members have  
7 presented those same concern(s) through the building PAC. If the issue(s) is not resolved  
8 through the building PAC then it will be reviewed by the Superintendent/designee. The  
9 people involved in the review process shall be the Superintendent or his/her designee, the  
10 affected building principal, the staff members/or selected delegation, and PLEA  
11 representatives.

12  
13 The decision made as a result of this review shall not be subject to the grievance  
14 provisions as stated in Section 7.04.

15  
16 8.16 Electronic Grading Committee

17  
18 An Electronic Grading Committee shall be formed and meeting by September 3, 2008.  
19 The Committee shall consist of three (3) bargaining unit members, appointed by the  
20 PLEA President, and three (3) administrators, appointed by the Superintendent. The  
21 Committee shall meet and draft recommendations to be presented to the  
22 Superintendent/designee before the Board's or Superintendent's making any final  
23 decision as to such recommendations. The Committee may utilize consultation  
24 acceptable to it.

25  
26 ARTICLE IX

27  
28 CONTRACT RIGHTS

29  
30 9.01 Contract Length and Continuing Contract Eligibility

31  
32 A. The Board will issue limited and continuing contracts to teachers as follows:

<u>Sequence of Contracts</u>	<u>Duration of Contract</u>
First contract for full school year	1 Year
Second contract	1 or 2 Years
Third contract	2 Years
Fourth and all subsequent limited contracts	3 Years

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39  
40 B. To move from one step in the foregoing sequence to the next step, a teacher must  
41 have provided service for the requisite number of years. As used in this Section, a  
42 year of service shall mean a minimum of one hundred twenty (120) contractual  
43 days of actual service or authorized, paid leave in a school year during which the  
44 teacher is assigned continuously to the same position. Substitute or part-time  
45 service, or time spent on unpaid leaves-of-absence, shall not count as service to  
46 change steps.

1 C. The only exceptions to this sequence are:  
2

3 1. When a teacher is employed under a suspended limited contract in keeping  
4 with Section 9.06 of this Article and is up for another limited contract. In  
5 such instances, the Board may issue a limited contract for a duration less  
6 than that set forth above, but not for a duration less than the period of time  
7 the affected teacher retains recall rights under Section 9.06. If the affected  
8 teacher is not reinstated during the period of time he/she retains recall  
9 rights under Section 9.06, he/she may have his/her limited contract non-  
10 renewed in keeping with Section 3319.11 of the Ohio Revised Code as it  
11 existed prior to the effective date of 117th Ohio General Assembly  
12 Amended Substitute House Bill Number 330. If the affected teacher is  
13 reinstated and has been issued a limited contract for a duration less than  
14 that set forth above, the Board will issue the proper contract in keeping  
15 with the above sequence within thirty (30) days of the reinstatement.  
16

17 2. When a teacher has been found deficient in some area(s) via the evaluation  
18 process and the Superintendent has determined to intercede in the  
19 contractual sequence by recommending that a one-year, rather than a  
20 required two- or three-year, limited contract be offered, provided that in  
21 no event shall this provision be construed to allow such a one-year  
22 contract to be granted for any period of time in which a teacher has  
23 already been granted a two- or three-year (or continuing) contract, and  
24 provided further that no teacher shall be given a one-year limited contract  
25 in accordance with the terms of this provision more than once throughout  
26 his/her employment by the Board. If a teacher on any such one-year  
27 limited contract hereunder is reemployed, s/he shall receive a continuing  
28 contract if s/he is eligible for same or, if the teacher is not so eligible,  
29 either (1) a two-year limited contract if the teacher has not completed a  
30 limited contract required to be of such two-year duration in the district or  
31 (2) a three-year limited contract otherwise.  
32

33 3. Nothing herein shall deny a teacher the right to be issued a continuing  
34 contract in keeping with the Ohio Revised Code, except that, in order to be  
35 considered for a continuing contract:  
36

37 a. A unit member shall have a professional, permanent, or life  
38 certificate or license;  
39

40 b. If holding a professional license, a unit member shall have had  
41 either a master's degree at the time of initially receiving a teacher's  
42 certificate or an educator license and have completed 6 semester  
43 hours of graduate coursework in his/her area of licensure or in an  
44 area related to the teaching field since the initial issuance of his/her  
45 teacher's certificate or license per state rules or shall have  
46 completed 30 semester hours of course work in the area of

1 licensure or in an area related to the teaching field since the initial  
2 issuance of such certificate or license, per state rules;

3  
4 c. A unit member shall have taught at least three years of the last five  
5 in the District or have attained continuing contract status elsewhere  
6 and have served two years in the District; and  
7

8 d. A unit member shall have notified the Superintendent/designee in  
9 writing by October 1<sup>st</sup> of his/her application for a continuing  
10 contract, and shall have submitted her/his professional portfolio  
11 and a letter of recommendation (from his/her building principal) to  
12 the Superintendent/designee on or before April 1<sup>st</sup>, preceding  
13 receipt of such a continuing contract.  
14

15 e. A unit member who, during a multi-year limited contract that is not  
16 in its final year, becomes eligible for continuing contract status  
17 shall be granted a continuing contract for the next school year upon  
18 the Superintendent so recommending and the Board affirming such  
19 recommendation.  
20

21 f. A unit member who has attained continuing contract status  
22 elsewhere may be issued, upon the recommendation of the  
23 Superintendent and approval of the Board, a continuing contract at  
24 any time prior to the end of the two-years of employment in the  
25 District.  
26

27 g. For a teacher who is issued his/her initial educator license on or  
28 after January 1, 2011, in addition to the requirements set forth  
29 above the teacher must have held an educator license for at least  
30 seven (7) years.  
31

32 9.02 Evaluation  
33

34 A. 1. The purpose of evaluation of the teaching staff is for the improvement of  
35 their instructional skills which will lead to the improvement of teachers,  
36 instructional program, and educational opportunities for students.  
37

38 2. The performance of each teacher shall be evaluated in writing at least  
39 twice in a school year in which a teacher's contract is expiring, with one  
40 evaluation occurring before January 15th and another occurring between  
41 February 10th and April 10th.  
42

43 3. Such evaluations shall be a combination checklist and narrative in form  
44 based upon observations and shall acknowledge the strengths of teachers  
45 evaluated, as well as deficiencies, if any, and shall note all data used to  
46 support the conclusions made by the evaluator.

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4. The evaluator shall take into consideration and note, in writing, any circumstances that may adversely affect a teacher's performance, such as class size, special learning disabilities of students, or physical facilities. Except in such manner as may be set forth on the evaluation form, student test results shall not be used in any way to evaluate teachers.
  
  5. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. No teacher shall be evaluated on his/her classroom performance except after formal observation of the classroom work of the teacher by the supervisor charged with the responsibility of evaluating that teacher; that observation shall be at least one (1) continuous class period for high school and middle school teachers and thirty (30) continuous minutes for elementary school teachers.
  
  6. It is understood that the elements of teaching expressed as the "Components of Professional Practice" and corresponding rubrics entitled "Level of Performance" by Charlotte Danielson (*Enhancing Professional Practice*), and a position's job description currently form the basis of the evaluation standards. These standards are listed on Appendix C, which is the official evaluation form existing as of the time of entry into this Agreement. Positions identified will be evaluated using Appendix C-1: School Psychologists, Guidance Counselors, Special Ed. Coordinators, Special Ed. Facilitators, Occupational Therapists, Speech Pathologists, Assistive Technology, Educational Technology, Library/Media, Gifted Intervention Specialists, and School Nurse. All bargaining unit members who are to be evaluated during the school year and who have not been previously provided a copy of *Enhancing Professional Practice* shall, upon request, be given such a copy prior to the onset of observations.
  
  7. The evaluator shall make a good faith effort to discuss the adopted application of the components and rubrics with each bargaining unit member prior to said observation onset. It is understood in this latter regard that any such discussion may be in groups or individually.
- B. If, after the supervisor has conducted at least one (1) continuous class period or one (1) thirty (30) minute observation of the instructional work of a teacher as provided in Part A, the supervisor finds that teacher deficient in his/her performance, a conference between the supervisor and the teacher will be held to discuss the problem. If the problem is resolved through the use of this conference, no record will be made of this conference or the problem. If the problem is not resolved through the use of this conference, then provisions set forth in numbered paragraphs one (1) through six (6) below will be utilized.
1. The supervisor will provide the teacher with specific recommendations for improvement and positive assistance, and two (2) additional observations

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of a full class period each shall be required (or, a minimum of two (2) uninterrupted one-hour observations held within six (6) consecutive weeks of the initial observation shall be required).

2. At least one of these additional observations shall be preceded by a conference between the supervisor and the teacher in order for the teacher to explain his/her plans and objectives for that class.
3. Whenever possible, all observations shall be followed within forty-eight (48) hours by a conference between the supervisor and the teacher in order for questions arising from the observation to be discussed. The supervisor shall write a report on all such observations.
4. In any event, such conference(s) shall be held within seven (7) school days after the observation.
5. All evaluations shall be in writing.
6. Teachers shall be given, prior to, or at the beginning of the conference set forth in 3. above, a copy of any class visit report, evaluation report, or recorded observations prepared by their supervisor.

C. Bargaining unit members who are absent when scheduled to be observed or evaluated may be so observed or evaluated within a reasonable time after their return even if that delays the observation or evaluation beyond the otherwise applicable time limits for same. Such reasonable time may be mutually determined conclusively by the Superintendent and the President of the Association.

D. No recommendation for non-renewal shall be made concerning any teacher until after all evaluation processes have been completed as listed in Part A above (subject to Part C above). In addition, no recommendation for non-renewal shall be made concerning any teacher who is employed on either a contract required to be of two (2) years duration in the sequence established in Section 9.01 or a limited contract subsequent to that contract required to be of two (2) years duration until all evaluation processes have been completed as listed in Part B above (also subject to Part C above) as well. Non-renewal for reasons other than evaluation shall not be subject to the foregoing requirement.

E. Evaluation Development Committee

The Association and the Board agree to a joint Evaluation Development Committee for the purpose of creating the Evaluation Framework, procedure and process for the evaluation of certificated employees in the New Albany-Plain Local School District.

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1. Composition

- a. The Committee shall be comprised of four (4) Association members appointed by the Association President, and four (4) members appointed by the Superintendent. In addition, each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
- b. Committee members shall be representative of elementary, secondary and specialty areas within the District.

2. Operational Procedures

- a. The Committee shall be chaired jointly by a Committee member from the Association and a Committee member appointed by the Superintendent.
- b. Members of the Committee will receive training in the State adopted Evaluation Framework model prior to beginning their work.
- c. The Committee will establish by mutual agreement a meeting calendar and timeline for work completion.
- d. Committee agendas will be developed jointly by the co-chairpersons on the Committee.
- e. All decisions of the Committee will be achieved by consensus. To ensure that all members understand the meaning and application of consensus decision making, true consensus is reached as follows:  
  
Each group member must honestly say:
  - I believe that you understand my point of view;
  - I believe that I understand your point of view;
  - Whether or not I prefer this decision, I support it because:
    - It was arrived at openly and fairly.
    - It is the best solution at this time.
    - I will commit to the solution and not undermine it.
- f. At the initial Committee meeting, the Committee will develop the ground rules by which the Committee will operate. These ground rules will be reviewed annually.
- g. At each Committee meeting the group will select an individual to act as the official recording scribe for that meeting.

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- h. Members of the Committee will receive release time for Committee work and training if held during the school day.
- i. Minutes of meetings will be distributed to Committee members, Association President and District Superintendent within one (1) week following meetings of the Committee.
- j. The Committee may establish sub-committees to assist with its work.
- k. Sub-committees will be jointly appointed by the Superintendent/designee for administrators and the Association President/designee for Association membership.
- l. The Committee shall recommend to the Superintendent professional resources (examples include, but are not limited to, educational consultants, software consultants, credentialing trainers, etc.) as it deems appropriate.
- m. By June 1, 2013 the Committee shall recommend an evaluation model to the Superintendent and the Association President.

3. Compensation

Any Committee meetings required outside of the workday will be paid in accordance with the Master Contract, Section 10.12, Committee Work.

4. Secretarial Support

The District will provide secretarial support and assistance to the Committee. Duties may include note taking, copying, notification, communications, and other duties as needed.

5. Committee Authority

- a. The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.
- b. The Association and the Superintendent will bargain as required in accordance with Ohio Revised Code 4117 in effect as of the date of the ratification of the Master Contract in accordance with Articles I, II, and III of the Master Contract. This will occur prior to the evaluation procedure being finally adopted by the Board.

1                   6.     Adoption/Revision of Evaluation Model

- 2
- 3                   a.     The Superintendent and the Association shall produce the final
- 4                                 evaluation model for ratification by the parties.
- 5
- 6                   b.     Once ratified by both parties this Evaluation Model shall be
- 7                                 incorporated into the Master Contract and will go into effect for
- 8                                 the start of the 2014-2015 school year.
- 9
- 10                  c.     Recommendations for any needed modifications to the evaluation
- 11                                 process including the corresponding evaluation instruments will be
- 12                                 made with sufficient time prior to the beginning of any school year
- 13                                 to allow for the implementation of any changes.
- 14
- 15                  d.     Subsequent changes/revisions to the adopted Evaluation Procedure
- 16                                 shall be subject to ratification by the Board and the Association.
- 17
- 18                  e.     In the event legislative action by the Ohio General Assembly
- 19                                 impacts in any way on this topic, the parties to the Master Contract
- 20                                 agree to reconvene bargaining to make the appropriate adjustments
- 21                                 required.
- 22

23     9.03   Fair Treatment

24

25             If a bargaining unit member's contract is non-renewed, the reason(s) for such non-

26             renewal will be submitted in writing to said unit member by the Superintendent on or

27             before April 30, of any given year.

28

29     9.04   Application

30

31             This Article shall not apply to:

32

- 33             A.     Supplemental contracts, which contracts, in accordance with Ohio Revised Code
- 34                                 Section 3319.11(I), shall automatically be nonrenewed following the performance
- 35                                 of the service authorized by the Board and without action or notification by the
- 36                                 Board being required in connection with such nonrenewal.
- 37
- 38             B.     Any limited contract under which a teacher is providing service pursuant to a
- 39                                 temporary certificate.
- 40
- 41             C.     Any limited contract of a teacher advised prior to employment that nonrenewal
- 42                                 may occur because of the special nature of the assignment for which the staff
- 43                                 member was employed.
- 44
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1 9.05 Supercession

2  
3 This Article shall supersede and render inapplicable Ohio Revised Code Sections  
4 3319.11(G) and 3319.111, as now existing or hereafter amended.  
5

6 9.06 Reduction in Force

7  
8 A. When and if the Board determines it will be necessary to reduce the number of  
9 bargaining unit members, it will make a reasonable reduction in keeping with  
10 provisions of this Section. A reduction in force will not be made except for  
11 reasons set forth in Section 3319.17 of the Ohio Revised Code. No bargaining  
12 unit member's contract will be non-renewed for any of such reasons.  
13

14 B. Reductions shall be made by suspending contracts based upon the  
15 Superintendent's recommendation as follows:  
16

17 1. Each member of the bargaining unit will be placed on a seniority list for  
18 each teaching field for which he/she is certified/licensed. Unit members  
19 employed under continuing contracts will be placed at the top of each list  
20 in descending order of seniority. Unit members employed under limited  
21 contracts will be placed on each list under those on continuing contracts in  
22 descending order of seniority.  
23

24 2. Seniority will be defined as the length of continuous employment as a  
25 member of the bargaining unit in this District.  
26

27 a. Time spent while on a Board approved leave and while on a RIF  
28 status will not interrupt seniority and will count toward seniority,  
29 but not for the purpose of salary schedule placement except if on  
30 an approved paid leave or if the unit member has worked one-  
31 hundred twenty (120) days prior to the effective date of the  
32 suspension.  
33

34 b. If two or more unit members have the same length of continuous  
35 employment, seniority will be determined by:  
36

37 (1) the date of the Board meeting at which the unit member  
38 was employed, and then by;  
39

40 (2) the date the unit member signed his/her initial employment  
41 contract in this district.  
42

43 c. In the event of a tie in seniority among staff members each of  
44 whom holds a limited contract or each of whom holds a continuing  
45 contract, such tie shall be broken (i) first by suspending the  
46 contract of a staff member who is on a part-time contract that has  
47 fewer tenths before suspending the contract of a staff member that

1                   either is part-time with greater tenths or is full-time and (ii) then by  
2                   lot. For this and other purposes of this Section, "part-time" shall  
3                   mean any amount less than a full (*i.e.*, 100%) contract status and  
4                   shall be in descending tenths of a full-time contract (*i.e.*, .9, .8, .7,  
5                   *etc.*).

6  
7                   3.       Recommended reductions in a teaching field will be made by selecting the  
8                   unit member lowest on the applicable seniority list for that area of  
9                   certification/license. A unit member so affected may elect to displace  
10                  another unit member who has less seniority on another list provided the  
11                  affected unit member is also listed on that other list. Any such election  
12                  must be made within five (5) contractual days of the time the unit member  
13                  is notified in writing that he/she will be affected. Unit members must be  
14                  notified by the administration in writing on or before April 30 of the  
15                  calendar year during which the suspension is to take place if the reason(s)  
16                  for RIF are known on or prior to April 30. If the reason(s) for RIF are not  
17                  known until after April 30, the notification will be sent as soon as possible  
18                  in keeping with the provisions of this Section.

19  
20                  C.       The effective date of a suspension (RIF) will not take place during any contractual  
21                  year after the one-hundred twentieth (120th) day of that contractual year. In such  
22                  instances, the effective date of the suspension will be the first contractual day of  
23                  the next contractual year. In all other instances, the effective date will be  
24                  determined by the Board. An employee may not exercise the option of Sabbatical  
25                  Leave in order to circumvent a reduction in force action affecting said employee.

26  
27                  D.       The names of those bargaining unit members whose contracts are going to be  
28                  suspended in a reduction in force will be placed on a recall list, provided that  
29                  placement of limited contract members on such list shall last for no more than  
30                  twenty-four (24) months starting with the effective date of the suspension.

31  
32                  1.       No new certificated employee will be employed by the Board while there  
33                  are unit members on the recall list who are certificated/licensed for the  
34                  vacant position and hold a contract for the same or greater tenths of  
35                  service.

36  
37                  2.       Unit members on the recall list will be recalled in order of seniority for  
38                  vacancies in areas for which they are certificated/licensed, provided that  
39                  (a) no limited contract employee may be recalled to a vacancy that is for a  
40                  greater tenths of service than his/her suspended contract, (b) no employee  
41                  shall be required to accept a recall to a vacancy that is for a lesser tenths of  
42                  service than his/her suspended contract, and (c) an employee on limited or  
43                  continuing contract who does accept a recall to a vacancy that is for a  
44                  lesser tenths of service than his/her suspended contract shall remain  
45                  eligible, during the twenty-four (24) month recall period applicable to  
46                  limited contract teachers, to be recalled to a vacancy that is for a greater

1 tenths of service (but no greater than the tenths of service of his/her  
2 suspended contract).

3  
4 3. When, and if, a vacancy occurs any time after the date a unit member is  
5 notified that his/her contract is to be suspended, the Board will send an  
6 announcement by certified mail to the last known address of all unit  
7 members on the recall list who are certificated/licensed for the vacant  
8 position and hold a suspended contract that is for at least the same tenths  
9 of service. It is the unit member's responsibility to keep the Board's  
10 Treasurer informed of his/her address. All affected unit members  
11 interested in the vacancy are required to respond in writing or in person to  
12 the district's administration/Board office within ten (10) calendar days of  
13 receipt of the Board's announcement. The affected unit member  
14 responding who has the highest placement on the seniority list for the  
15 certificate/license required for the vacancy will be assigned the vacant  
16 position effective immediately and will be removed from the recall list,  
17 subject to item 2(c) immediately above.

18  
19 4. If a vacancy is not filled from the recall list by a unit member having at  
20 least the same tenths of service and to whom a notice is sent under item 3  
21 immediately above, the Board will send an announcement by certified  
22 mail to the last known address of all unit members on the recall list who  
23 are certificated/licensed for the vacant position and who do not hold a  
24 suspended contract for at least the same percentage of service. The latter  
25 unit members may then apply for the position and shall be deemed to be  
26 covered by the provisions of Section 7.01 above in doing so.

27  
28 E. Unit members already on a recall list under provisions of the previous Master  
29 Contract will automatically be provided all rights of recall under provisions of this  
30 Section.

31  
32 F. No later than fifteen (15) days prior to the Board taking action on a reduction in  
33 force, the Association President shall be given the District's seniority lists for each  
34 area of certification/license and a list of those unit members whose contracts are  
35 going to be recommended for suspension.

36  
37 G. The administration will provide letters for unit members affected by a reduction in  
38 force explaining the circumstances of such reduction.

39  
40 H. The unit member on suspended limited or continuing contract will have the right  
41 to remain a member of any or all employee group insurance policies at the  
42 individual's expense from the time the suspension of his/her contract takes effect  
43 to the end of the twenty-four (24) month recall period applicable to limited  
44 contract teachers, provided the full cost of the monthly premium(s) for such  
45 coverage(s) is remitted to the Board's Treasurer fifteen (15) days before the due  
46 date of the premium.

1 9.07 Job Share

2  
3 The Board reserves the right to approve job sharing within the District. Any job sharing  
4 approved by the Board shall follow the Guidelines for Job Sharing as attached in  
5 Appendix D.  
6

7 9.08 Individual Contracts

8  
9 A. All bargaining unit members employed or re-employed by the Board shall be  
10 issued a written contract in accordance with the Ohio Revised Code. The effective  
11  
12 date of re-employment contracts, either limited or continuing, shall be July 1 for  
13 the calendar year in which the contract is issued.  
14

15 B. During the term of the contract the "Contract Status" can be altered only by  
16 mutual agreement of the Board and the bargaining unit member.  
17

18 C. Except as provided in Section 9.07 and Appendix D (Job Share) or Section 5.07  
19 (Unpaid Leave), the following procedures shall apply when a unit member  
20 voluntarily requests a temporary reduction of his/her individual contract:  
21

- 22 1. The unit member shall provide, on the appropriate form, a request for a  
23 temporary reduction of his/her employment contract; and shall indicate  
24 that such request is voluntary.  
25
- 26 2. A meeting shall occur with the Director of Human Resources, the PLEA  
27 President/designee, and the teacher concerning such request prior to action  
28 by the Board. Approval of any temporary reduction of an individual  
29 contract shall be within the discretion of the Board.  
30
- 31 3. A teacher on a Board approved temporary reduced contract may request a  
32 return to the previously held status, and the Board shall grant such status,  
33 provided there is a vacancy for which the teacher is licensed/certificated.  
34

35 ARTICLE X

36 COMPENSATION RIGHTS

37  
38 10.01 Tutoring

39  
40 A. Unit members will be paid \$30.88 per hour for the 2011-2012 school year, \$31.19  
41 per hour for the 2012-2013 school year, and \$31.50 per hour for the 2013-2014  
42 school year for home instruction that has been approved by the Board<sup>2</sup> or for  
43 serving as LD (LBD) tutors. Any salary increase for a subsequent school year

---

<sup>2</sup> Home instruction that has been approved by the Board refers only to Board-designed and approved programs as outlined in Section 3323.12 of the Ohio Revised Code (Disabled and Home Bound) and does not refer to any other program.

1 shall be by the same percentage as the Teacher Salary Schedule increase for that  
2 year at step BA/0.

- 3  
4 B. Unit members shall be properly certified/licensed to teach the subject or subjects  
5 given in home instruction and otherwise qualified as set forth in the Ohio Revised  
6 Code.

7  
8 10.02 Pay Periods

- 9  
10 A. Members of the bargaining unit shall receive their total annual compensation  
11 under Section 10.10 below and its associated Appendices in twenty-six (26) equal  
12 bi-weekly payments, each made on Friday, provided that (a) due to the need to do  
13 a cyclical adjustment to keep twenty-six (26) pays per year, the pay periods for  
14 the 2011-2014 contract year shall be amended as outlined in AppendixP; and (b)  
15 if a regular payroll falls on a day when the Administration Office is not open for  
16 customary operations, payment will be made on the next preceding day that the  
17 Administration Office is so open.

- 18  
19 B. All of such payments for any bargaining unit member shall be made by direct  
20 deposit to a total of as many as three (3) separate accounts, which accounts shall  
21 be in one (1) or more financial institutions of the bargaining unit member's  
22 choosing, provided that each such financial institution so chosen by a bargaining  
23 unit member shall be a member of the federal reserve banking system.  
24 Bargaining unit members shall follow reasonable rules established by the Board's  
25 Treasurer to report account codes to be used for direct deposits, and pay for any  
26 bargaining unit member may be held by the Board for that member's benefit  
27 pending receipt of at least one such account code from that member. Absent  
28 unusual circumstances, the information for direct deposits of bargaining unit  
29 members' pay shall be provided by the Board's Treasurer to the designated  
30 transfer agent two (2) or more days in advance of the applicable payroll date. No  
31 unit member shall be required, but may request, to have notifications of his/her  
32 deposit by electronic mail.

33  
34 10.03 Severance Pay

35  
36 A certified employee is eligible for lump sum severance pay in keeping with the  
37 following provisions:

38  
39 A. Eligibility

- 40  
41 1. A certified employee who has ten (10) or more years of Ohio service  
42 credit within the District and who is eligible for retirement benefits (either  
43 regular or disability) from STRS or from another state retirement system;

44  
45 OR

1           2.       The beneficiary of a certified employee who dies while an employee of the  
2                    Board.

3  
4       B.       Benefit Calculation

5  
6           The Board shall grant teaching employees who have completed at least ten (10)  
7           years of service within the District, upon retirement or death, payment for unused  
8           sick leave in an amount determined by multiplying the employee's daily rate of  
9           pay at retirement or death by one-fourth (1/4) of the employee's total accumulated  
10          unused sick leave to a maximum of one-fourth (1/4) of 260 days and one (1) day  
11          for every ten (10) days over 260 accumulated days. The mutual intent of this  
12          language is to include ten percent (10%) of the accumulated days over 260 up to a  
13          maximum of four (4) additional days.

14  
15       C.       General Provisions

16  
17          1.       Severance pay shall be made upon request and only once to any employee  
18                  or employee's beneficiary.

19  
20          2.       A certified employee must request severance pay on a prescribed form  
21                  within 120 days of becoming eligible and shall indicate on said form a  
22                  preferred date of payment which shall not be longer than 365 days from  
23                  the date of eligibility.

24  
25          3.       In order to be eligible for severance pay under these provisions, an  
26                  employee must retire from the District or die while employed by the  
27                  District.

28  
29          4.       All unit members so receiving the severance may request to have the  
30                  money tax sheltered into a 403(b) and/or 457 account(s) provided through  
31                  the District.

32  
33       10.04 Mileage Remuneration

34  
35       A.       The Board will pay the then-current IRS mileage reimbursement allowance to  
36                  employees using private automobiles in the performance of their duties with the  
37                  Board as assigned by the Superintendent or his/her designee.

38  
39       B.       Mileage due employees traveling within the District shall be paid when the  
40                  specific circumstance is created by scheduling that requires exceptional demands  
41                  for travel between buildings. Mileage will not be paid to employees traveling  
42                  between the middle school and the high school or between the middle school and  
43                  the 2-5 elementary building. Mileage for other required travel between buildings  
44                  shall be paid if employees submit the appropriate forms and paperwork to the  
45                  Treasurer's office.

1 10.05 Fee Waivers, Tuition Reimbursement, and Provided Coursework

2  
3 A. The Superintendent or his/her designee shall consult with the President of the  
4 Association or his/her designee in determining the equitable distribution of fee  
5 waivers. The Local Professional Development Committee shall have the  
6 responsibility of approving the distribution of fee waivers.  
7

8 B. The Board shall allocate \$60,000 for the 2011-2012 school year and each school  
9 year thereafter (a) to assist members of the bargaining unit in the coverage of a  
10 deficiency of fee waiver hours by paying tuition for coursework as approved by  
11 the Local Professional Development Committee and the Superintendent and (b) to  
12 pay the fees of instructors who provide coursework in the District's facilities or at  
13 other locations as designated by the Superintendent. The Superintendent and the  
14 PLEA President shall determine the ratio between (a) and (b), provided that their  
15 failure to agree for any school year shall mean that the ratio shall be an equal  
16 division.  
17

18 10.06 Life Insurance

19  
20 The Board shall purchase from a carrier licensed by the State of Ohio, and shall pay the  
21 full cost of the premiums for, group insurance with a \$50,000 face value and an  
22 additional accidental death benefit in the same amount. Such insurance shall also provide  
23 a teacher the option to purchase at his/her own expense, subject to any additional  
24 requirements imposed by the carrier, additional base coverage up to the maximum of  
25 \$50,000; the Board shall deduct the premium for said expense from the wages of a  
26 teacher who exercises such option and notifies the Board in writing of his election to  
27 have that deduction made if the computer software utilized by the Board allows for such  
28 deduction to be programmed at a nominal expense to the Board, provided that, once  
29 given, such authorization for deduction shall not be revoked for twelve (12) months.  
30

31 10.07 Supplemental Salary and Schedule

32  
33 A. Introduction

34  
35 The operation of a supplemental duties program requires the use of supervisors  
36 (coaches, advisors, sponsors, etc.) for students participating in the various  
37 activities. Compensation for supervisors is for services rendered beyond the  
38 teacher contractual day or responsibilities. A supplemental contract shall be  
39 issued to the professional staff member supervising an approved supplemental  
40 duty.  
41

42 B. Supplemental Committee

43  
44 1. A Supplemental Salary Committee shall be co-chaired by the Association  
45 and the Board and shall have three (3) representatives from the  
46 Association's Executive Board and three (3) representatives appointed by

1 the Superintendent. The Committee shall meet not less than twice per  
2 year, once before December 1 and at least once before March 1 at a time  
3 determined by the co-chairs.  
4

5 2. The Committee shall evaluate and make recommendations regarding  
6 continuation or modification of existing supplemental contract job  
7 descriptions, the need for new supplemental contract positions together  
8 with proposed job descriptions for such positions and the need for  
9 elimination of supplemental contract positions no longer necessary.  
10

11 3. The Committee shall review and make recommendations regarding fair  
12 and equitable compensation of supplemental contract positions, including  
13 the relative placement of positions on the supplemental group list as well  
14 as the compensation to be paid supplemental contract positions. The  
15 Committee shall establish a rubric to determine levels of compensation  
16 which shall include, but not be limited to, time with students, time in  
17 completing activity-related tasks, responsibility and safety factors required  
18 by the activity or the position.<sup>3</sup> The current supplemental activity report  
19 form and supplemental rubric conversion table are attached as Appendices  
20 E and F.  
21

22 4. The Committee shall also develop and recommend procedures for the  
23 feedback form of supplemental contract performance and recommend such  
24 evaluation procedures.  
25

26 5. The Committee shall have no authority to alter or change the provisions of  
27 this Agreement, provided, however, that any new supplemental positions  
28 created by the Board during the term of this Agreement will be subject to  
29 negotiations for a successor agreement.  
30

31 C. Experience Factor  
32

33 Upon satisfactory documentation of prior experience in a given supplemental  
34 area, a teacher may receive up to five (5) years credit on the supplemental index.  
35 Five (5) years of credit may only bring the teacher to Step 5 of the index. Such  
36 documentation must be provided to the Treasurer one month prior to the start of  
37 the supplemental duty.  
38  
39  
40  
41

---

<sup>3</sup>The position of Field Studies will be placed on the supplemental schedule as determined by the results of this rubric. Staff members involved in the associated trip would also have their direct costs for such trip (travel, etc.) paid if and as those costs are included within the students' fees for such trip.

1 D. Installments  
2

- 3 1. All year-long supplemental contracts shall be paid either in i) equal  
4 installments pursuant to the procedures outlined in Section 10.02 or ii) two  
5 (2) equal installments, with the first installment to be paid at the last pay  
6 period in December and the second installment to be paid at the last pay  
7 period in June following the completion of the supplemental contract. The  
8 choice between the aforementioned options shall be solely that of the  
9 bargaining unit member. Said choice must be communicated to the  
10 Treasurer's Office contemporaneous with the bargaining unit member's  
11 communication of acceptance of the supplemental contract, provided that,  
12 if the member does not so communicate his/her choice at that time, option  
13 ii) shall be followed.  
14
- 15 2. The Treasurer's office will be available to discuss with unit members  
16 options to address tax withholding for supplemental contracts. However,  
17 these discussions must be initiated by the member and occur at least three  
18 weeks prior to the payment of the supplemental contract. It is understood  
19 in this regard that the Treasurer's office shall not be providing tax advice  
20 to unit members and that unit members shall themselves bear all  
21 responsibility as to taxes and otherwise concerning decisions that they  
22 make concerning tax withholding for their supplemental contracts.  
23

24 E. Splitting Supplemental Contracts  
25

26 Supplemental contracts shall be posted as a full position. If members volunteer,  
27 supplemental contracts may be divided. The remuneration of each person holding  
28 part of a divided supplemental contract shall be calculated based on (1) the group  
29 of the supplemental contract, (2) the person's proportion of a full position, and (3)  
30 the person's experience level.  
31

32 F. Job Descriptions  
33

34 All applicants, prior to the acceptance of a supplemental position, shall be given a  
35 copy of the job description and the District feedback form for that position.  
36

37 G. Supplemental Position Adjustments  
38

39 Any person or group requesting a compensation group change or the addition of a  
40 new supplemental position shall send a written request to the Supplemental  
41 Committee for consideration before October 15<sup>th</sup> and February 15<sup>th</sup>. The  
42 Supplemental Salary Committee will then meet to consider said requests. Upon  
43 discussion of the requests and consideration of the job description, the  
44 supplemental activity form, and the supplemental rubric, the Committee will vote  
45 on the appropriate compensation level. Approved changes and additions voted  
46 upon by the Committee shall be submitted to the Superintendent and the PLEA

1 President. Any adjustment to the placement of the supplemental positions shall  
2 be subject to Section 2.09.

3  
4 H. Miscellaneous

- 5  
6 1. Beginning in the 2009-10 school year, all supplemental positions which  
7 shall be filled, effective for the following school year, shall be posted on  
8 or before April 1<sup>st</sup> of each school year.  
9  
10 2. Each elementary grade level team and building principal shall meet, reach  
11 consensus and report to the respective building PAC on or before March  
12 30<sup>th</sup> of each school year as to which curriculum areas will be the  
13 responsibility of each grade level curriculum team leader for the following  
14 school year. Such designation of curriculum responsibilities shall be  
15 noted on the curriculum team leader postings for each grade level.  
16  
17 3. Should the Board determine not to fill both elementary grade level  
18 curriculum team leader positions at Group VII and instead posts for only  
19 one elementary grade level team leader position for the school year, then  
20 the posting for that grade level team leader position shall be at Group VI.  
21

22 I. Supplemental Schedule

- 23  
24 1. Teachers who perform co-curricular service shall receive remuneration  
25 based on the following salary schedule.  
26  
27 2. All supplementals shall be computed from the Supplemental Salary  
28 Schedule Index. To move from one step to another on Supplemental  
29 Salary Schedule Index past Step 5 shall require the completion of two (2)  
30 years of service for the supplemental activity involved.  
31  
32 3. For the 2011-12 contractual year, salaries shall be determined based upon  
33 the attached index, and the base salary used in that determination shall be  
34 \$41,614.  
35  
36 4. For the 2012-13 contractual year, salaries shall be determined based upon  
37 the attached index, and the base salary used in that determination shall be  
38 \$42,030.  
39  
40 5. For the 2013-14 contractual year, salaries shall be determined based upon  
41 the attached index, and the base salary used in that determination shall be  
42 \$42,450.  
43  
44  
45

SUPPLEMENTAL SALARY SCHEDULE INDEX

		I	II	III	IV	V	VI	VII	VIII	IX
1										
2										
3										
4	0	0.14168	0.12397	0.10626	0.08855	0.07084	0.05313	0.03542	0.01417	0.00708
5	1	0.15054	0.13283	0.11512	0.09741	0.07970	0.06199	0.04428	0.02125	0.01063
6	2	0.15939	0.14168	0.12397	0.10626	0.08855	0.07084	0.05313	0.02834	0.01417
7	3	0.16825	0.15054	0.13283	0.11512	0.09741	0.07970	0.06199	0.03542	0.02125
8	4	0.17710	0.15939	0.14168	0.12397	0.10626	0.08855	0.07084	0.04250	0.02834
9	5	0.18596	0.16825	0.15054	0.13283	0.11512	0.09741	0.07970	0.04959	0.03542
10	6.1	0.19481	0.17710	0.15939	0.14168	0.12397	0.10626	0.08855	0.05667	0.04250
11	6.2	0.19481	0.17710	0.15939	0.14168	0.12397	0.10626	0.08855	0.05667	0.04250
12	7.1	0.20367	0.18596	0.16825	0.15054	0.13283	0.11512	0.09741	0.06376	0.04959
13	7.2	0.20367	0.18596	0.16825	0.15054	0.13283	0.11512	0.09741	0.06376	0.04959
14	8.1	0.21252	0.19481	0.17710	0.15939	0.14168	0.12397	0.10626	0.07084	0.05667
15	8.2	0.21252	0.19481	0.17710	0.15939	0.14168	0.12397	0.10626	0.07084	0.05667
16	9.1	0.22138	0.20367	0.18596	0.16825	0.15054	0.13283	0.11512	0.07792	0.06376
17	9.2	0.22138	0.20367	0.18596	0.16825	0.15054	0.13283	0.11512	0.07792	0.06376
18	10	0.23023	0.21252	0.19481	0.17710	0.15939	0.14168	0.12397	0.08501	0.07084

2011-2012 SUPPLEMENTAL SALARY SCHEDULE

		I	II	III	IV	V	VI	VII	VIII	IX
25										
26										
27	0	5896	5159	4422	3685	2948	2211	1474	590	295
28	1	6265	5528	4791	4054	3317	2580	1843	884	442
29	2	6633	5896	5159	4422	3685	2948	2211	1179	590
30	3	7002	6265	5528	4791	4054	3317	2580	1474	884
31	4	7370	6633	5896	5159	4422	3685	2948	1769	1179
32	5	7739	7002	6265	5528	4791	4054	3317	2064	1474
33	6.1	8107	7370	6633	5896	5159	4422	3685	2358	1769
34	6.2	8107	7370	6633	5896	5159	4422	3685	2358	1769
35	7.1	8476	7739	7002	6265	5528	4791	4054	2653	2064
36	7.2	8476	7739	7002	6265	5528	4791	4054	2653	2064
37	8.1	8844	8107	7370	6633	5896	5159	4422	2948	2358
38	8.2	8844	8107	7370	6633	5896	5159	4422	2948	2358
39	9.1	9213	8476	7739	7002	6265	5528	4791	3243	2653
40	9.2	9213	8476	7739	7002	6265	5528	4791	3243	2653
41	10	9581	8844	8107	7370	6633	5896	5159	3538	2948
42										
43	X	465								
44										
45										
46										

2012-2013 SUPPLEMENTAL SALARY SCHEDULE

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	I	II	III	IV	V	VI	VII	VIII	IX
0	5955	5210	4466	3722	2977	2233	1489	596	298
1	6327	5583	4838	4094	3350	2605	1861	893	447
2	6699	5955	5210	4466	3722	2977	2233	1191	596
3	7072	6327	5583	4838	4094	3350	2605	1489	893
4	7444	6699	5955	5210	4466	3722	2977	1786	1191
5	7816	7072	6327	5583	4838	4094	3350	2084	1489
6.1	8188	7444	6699	5955	5210	4466	3722	2382	1786
6.2	8188	7444	6699	5955	5210	4466	3722	2382	1786
7.1	8560	7816	7072	6327	5583	4838	4094	2680	2084
7.2	8560	7816	7072	6327	5583	4838	4094	2680	2084
8.1	8932	8188	7444	6699	5955	5210	4466	2977	2382
8.2	8932	8188	7444	6699	5955	5210	4466	2977	2382
9.1	9305	8560	7816	7072	6327	5583	4838	3275	2680
9.2	9305	8560	7816	7072	6327	5583	4838	3275	2680
10	9677	8932	8188	7444	6699	5955	5210	3573	2977

X 470

21  
22  
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2013-2014 SUPPLEMENTAL SALARY SCHEDULE

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	I	II	III	IV	V	VI	VII	VIII	IX
0	6014	5263	4511	3759	3007	2255	1504	602	301
1	6390	5639	4887	4135	3383	2631	1880	902	451
2	6766	6014	5263	4511	3759	3007	2255	1203	602
3	7142	6390	5639	4887	4135	3383	2631	1504	902
4	7518	6766	6014	5263	4511	3759	3007	1804	1203
5	7894	7142	6390	5639	4887	4135	3383	2105	1504
6.1	8270	7518	6766	6014	5263	4511	3759	2406	1804
6.2	8270	7518	6766	6014	5263	4511	3759	2406	1804
7.1	8646	7894	7142	6390	5639	4887	4135	2707	2105
7.2	8646	7894	7142	6390	5639	4887	4135	2707	2105
8.1	9021	8270	7518	6766	6014	5263	4511	3007	2406
8.2	9021	8270	7518	6766	6014	5263	4511	3007	2406
9.1	9398	8646	7894	7142	6390	5639	4887	3308	2707
9.2	9398	8646	7894	7142	6390	5639	4887	3308	2707
10	9773	9021	8270	7518	6766	6014	5263	3609	3007

X 489

Supplemental Contract Groups

1  
2

3 Group I

4 Athletic Director for Middle School  
5 LPDC Licensure Facilitator

6  
7 Group II

8 Faculty/Site Manager  
9 Basketball Coach-HS - Head-B  
10 Basketball Coach-HS - Head-G  
11 Drama Director-HS  
12 Football Coach-HS -Head  
13 Swim Coach-HS - Head-B  
14 Swim Coach-HS - Head-G  
15 Wrestling Coach-HS - Head

16  
17 Group III

18 Baseball Coach-HS-Head  
19 Drama Club Advisor-ES  
20 Grant Writer/Coordinator  
21 Lacrosse Coach-HS-Head-B  
22 Lacrosse Coach-HS-Head-G  
23 Marching Band Director  
24 Soccer Coach-HS-Head-B  
25 Soccer Coach-HS-Head-G  
26 Softball Coach-HS-Head  
27 Track Coach-HS-Head-B  
28 Track Coach-HS-Head-G  
29 Volleyball Coach-HS-Head

30  
31 Group IV

32 Baseball Coach-HS-Asst Varsity  
33 Basketball Coach-HS-JV-B  
34 Basketball Coach-HS-JV-G  
35 Basketball Coach-HS-Asst Varsity-B  
36 Basketball Coach-HS-Asst Varsity-G  
37 Cheerleading Coach-HS-Competition  
38 Cheerleading Coach-HS-Head-Fall  
39 Cheerleading Coach-HS-Head-Winter  
40 Cross Country Coach-HS-Head-B  
41 Cross Country Coach-HS-Head-G  
42 Drama Technical Director-HS  
43 Football Coach-HS-Assistant  
44 Football Coach-Asst JV  
45 Golf Coach-HS-Head-B  
46 Golf Coach-HS-Head-G

47 Soccer Coach-HS-JV-B

48 Soccer Coach-HS-JV-G

49 Soccer Coach-HS-Asst Varsity-G

50 Soccer Coach-HS-Asst Varsity-B

51 Softball Coach-HS-Asst Varsity

52 Swim Coach-HS-Asst Varsity

53 Tennis Coach-HS-Head-G

54 Tennis Coach-HS-Head-B

55 Wrestling Coach-HS-Asst Varsity

56

57 Group V

58 Baseball Coach-HS-9th

59 Baseball Coach-HS-JV

60 Basketball Coach-HS-Asst-B-9th

61 Basketball Coach-HS-Asst-G-9th

62 Cheerleading Coach-HS-JV-Fall

63 Cheerleading Coach-HS-JV-Winter

64 Cheerleading Coach-9th-Winter

65 Cheerleading Coach-9th-Fall

66 Cross Country Coach-HS-Asst

67 Diving Coach-HS

68 Drama Music Director-HS

69 Football Coach-HS-Asst-9th

70 Football Coach-MS-Head-7th

71 Football Coach-MS-Head-8th

72 Golf Coach-HS-Asst-JV-B

73 Golf Coach-HS-Asst-JV-G

74 Internship Coordinator

75 Jazz Band – HS

76 Lacrosse Coach-HS-JV-B

77 Lacrosse Coach-HS-JV-G

78 Marching Band Asst Director

79 Service Learning Coord-HS

80 Softball Coach-HS-JV

81 Soccer Coach-Asst-B-9th

82 Student Council Advisor-HS

83 Tennis Coach-HS-JV-B

84 Tennis Coach-HS-JV-G

85 Track Coach-HS-Asst-B

86 Track Coach-HS-Asst-G

87 Volleyball Coach-HS-9th

88 Volleyball Coach-HS-Asst Varsity

89 Volleyball Coach-HS-JV

90 Wrestling Coach-HS-JV

- 1 Jazz Band - MS
- 2
- 3 Group VI
- 4 Baseball Coach-MS-7th
- 5 Baseball Coach-MS-8th
- 6 Basketball Coach-MS 8th-B
- 7 Basketball Coach-MS-7th-B
- 8 Basketball Coach-MS-7th-G
- 9 Basketball Coach-MS-8th-G
- 10 Cheerleading Coach-MS-7th-Fall
- 11 Cheerleading Coach-MS-7th-Winter
- 12 Cheerleading Coach-MS-8th-Fall
- 13 Cheerleading Coach-MS-8th-Winter
- 14 Cross Country Coach-MS
- 15 Department Chair-Art-HS
- 16 Department Chair-Global Language-HS
- 17 Department Chair-Language Arts-HS
- 18 Department Chair-Math-HS
- 19 Department Chair-Music-HS
- 20 Department Chair-Science-HS
- 21 Department Chair-Social Studies-HS
- 22 Drama Advisor-HS
- 23 E2020 Credit Recovery Coordinator
- 24 Elementary Team Leader
- 25 Flag Corps Advisor
- 26 Football Coach-MS-Asst 8th
- 27 Football Coach-MS-Asst-7th
- 28 Golf Coach-MS
- 29 Instructional Team Leader-12th
- 30 Instructional Team Leader-6th
- 31 Instructional Team Leader-7th
- 32 Instructional Team Leader-8th
- 33 Junior Class Advisor
- 34 Pit Orchestra Director-HS
- 35 Power of the Pen Advisor-MS
- 36 Science Olympiad Coach-MS
- 37 Softball Coach-MS-7th
- 38 Softball Coach-MS-8th
- 39 Swim Coach-MS
- 40 Tennis Coach-MS-B
- 41 Tennis Coach-MS-G
- 42 Track Coach-MS
- 43 Volleyball Coach-MS-7th
- 44 Volleyball Coach-MS-8th
- 45 Wrestling Coach-MS-7th
- 46 Wrestling Coach-MS-8th
- 47 Yearbook Advisor-HS
- 48 Yearbook Coordinator-ES
- 49 Field Studies
- 50
- 51 Group VII
- 52 Department Chair-Art-MS
- 53 Department Chair-Foreign Language-MS
- 54 Department Chair Language Arts-MS
- 55 Department Chair-Math-MS
- 56 Department Chair-Music-MS
- 57 Department Chair-Reading-MS
- 58 Department Chair-Social Studies-MS
- 59 Eagles Effort-ES
- 60 Eagles Nest News Network-K1
- 61 Eagles Nest News Network-ES
- 62 Eagles Nest News Network-HS
- 63 Eagles Nest News Network-MS
- 64 Intramural-MS
- 65 Jump Rope Club Advisor-ES
- 66 Newsletter Coordinator
- 67 Newspaper Advisor-HS
- 68 Newspaper Advisor-MS
- 69 Science Olympiad-HS
- 70 Senior Project Coordinator
- 71 Specialist Team Leader-K-1
- 72 Student Council Advisor-MS
- 73 Yearbook Advisor-MS
- 74 HS Technology Dept. Chair
- 75 Elementary Curr. Team Leader (A) – K
- 76 Elementary Curr. Team Leader (B) – K
- 77 Elementary Curr. Team Leader (A) – 1
- 78 Elementary Curr. Team Leader (B) – 1
- 79 Elementary Curr. Team Leader (A) – 2
- 80 Elementary Curr. Team Leader (B) – 2
- 81 Elementary Curr. Team Leader (A) – 3
- 82 Elementary Curr. Team Leader (B) – 3
- 83 Elementary Curr. Team Leader (A) – 4
- 84 Elementary Curr. Team Leader (B) – 4
- 85 Elementary Curr. Team Leader (A) – 5
- 86 Elementary Curr. Team Leader (B) – 5
- 87
- 88 Group VIII
- 89 Department Chair-Health/Wellness-HS
- 90 Department Chair-Science-MS
- 91 Drama Club Advisor-MS
- 92 Fifth Grade Choir

- |    |                                |    |                                   |
|----|--------------------------------|----|-----------------------------------|
| 1  | Fitness Coach-Fall             | 21 | Chess Coach-HS                    |
| 2  | Fitness Coach-Spring           | 22 | Destination Imagination-ES        |
| 3  | Fitness Coach-Summer           | 23 | Freshman Class Advisor            |
| 4  | Fitness Coach-Winter           | 24 | Mock Trial Advisor-HS             |
| 5  | House Dean-HS                  | 25 | National Honor Society Advisor-HS |
| 6  | Instructional Team Leader-10th | 26 | Sophomore Class Advisor           |
| 7  | Instructional Team Leader-11th | 27 | Student Council Advisor-ES        |
| 8  | Instructional Team Leader-9th  | 28 | Trip Coordinator-6th              |
| 9  | In-the-Know Advisor-HS         | 29 | Trip Coordinator-7th              |
| 10 | Math Counts                    | 30 | Trip Coordinator-8th              |
| 11 | OMUN-HS                        | 31 | Youth-to-Youth Advisor            |
| 12 | OMUN-MS                        | 32 |                                   |
| 13 | Pep Band                       | 33 | <u>Group X</u>                    |
| 14 | Peer Mediation                 | 34 | Art Show Coordinator              |
| 15 | Running Club Advisor-ES        | 35 | Duty Monitor                      |
| 16 | Senior Class Advisor           | 36 | FEA Advisor-HS                    |
| 17 | Ski Club Advisor               | 37 | Music Show Coordinator            |
| 18 |                                | 38 | Ohio Math League Coach-MS         |
| 19 | <u>Group IX</u>                | 39 | Diversity Performance Director    |
| 20 | Adventure Club                 |    |                                   |

40

41 10.08 STRS Pick-Up

42

43 The Board agrees to pick-up the employee's contribution to the STRS using the salary  
44 reduction method of pick-up.

45

46 10.09 Hospital, Medical Surgical, Major Medical, Dental, and Vision Insurance

47

48 A. The Board shall pay the following toward the cost of individual and family  
49 hospital, medical, surgical, and major medical insurance for members of the  
50 bargaining unit who work fifty percent (50%) or more of a full-time schedule:

51

Single Coverage - 85%

52

Family Coverage - 85%

53

54

55 B. The hospital, medical, surgical, and major medical coverage to be provided shall  
56 not be less than benefits currently provided (attached as Appendix G). The choice  
57 of carrier shall be made by the Board. The parties agree to hold insurance growth  
58 to 9% or less annually and both parties agree they will work to reduce the rate of  
59 growth as much as possible. Through the work of the Joint Insurance Committee,  
60 the parties will annually construct benefit packages that meet the needs of  
61 employees and meet this target of a maximum of nine percent (9%) growth in the  
62 cost. The parties agree that if any changes are needed in the Insurance benefits to  
63 achieve this goal, those changes must be mutually agreed upon by the parties.

64

1 C. The Board and the Association further agree that the Board shall pay the  
2 following toward the cost of individual and family dental insurance for members  
3 of the bargaining unit who work fifty percent (50%) or more of a full-time  
4 schedule:

5 Single Coverage – 100%  
6 Family Coverage - \$70/month  
7

8 D. The dental coverage to be provided shall not be less than benefits currently  
9 provided (attached as Appendix H). The choice of carrier shall be made by the  
10 Board.  
11

12 E. The Board and the Association further agree that the Board shall make available a  
13 group vision plan. The full cost of the premium for the vision insurance will be  
14 paid by the members of the bargaining unit who take the plan. The vision  
15 coverage to be provided shall not be less than benefits currently provided  
16 (attached as Appendix I). The choice of carrier shall be made by the Board.  
17

18 F. There shall be an insurance committee that shall consist of three (3) members  
19 appointed by the Superintendent (who shall designate the chair), two (2) members  
20 appointed by the President of the Association, and one (1) member appointed by  
21 the President of Local 303 of OAPSE/AFSCME Local 4 ("OAPSE"). Any party  
22 may bring an observer upon notification to the other parties. The terms of the  
23 appointees shall be for the length established by the party appointing them. The  
24 committee shall establish its own operating guidelines. The committee shall meet  
25 at least quarterly and in advance of any insurance contract rollover/renewal. The  
26 chair may call other meetings as necessary. The insurance committee may utilize  
27 the services of an independent third-party consultant recommended by the  
28 committee and acceptable to the Board. The committee's responsibilities shall  
29 include monitoring insurance costs and reviewing and recommending  
30 modification of benefits, provided that no such modification shall take effect if  
31 contrary to the express provisions of this Agreement except pursuant to Section  
32 2.09 above.  
33

34 G. The Board shall provide, to the extent available under Section 125 of the IRS  
35 Code, for the payment of unit members' insurance premium contributions on a  
36 pre-tax basis, and other contributions if agreed to by the Board and the  
37 Association. The Board shall further make available to members of the  
38 bargaining unit, to the extent available under said Section 125, a medical flexible  
39 spending account and dependent care flexible spending account, with a plan year  
40 of July 1 through June 30, subject in all regards to any grace period as permitted  
41 consistent with IRS Notice 2005-42 so long as such Notice remains legally valid.  
42

#### 43 10.10 Teachers' Salary and Schedule 44

45 A. For the 2011-12 contractual year, salaries shall be determined based upon the  
46 index in Appendix J hereto, and the base salary used in that determination shall be

1 \$41,614. (See Appendix K for the salary schedule for the 2011-12 contractual  
2 year.) For the 2012-13 contractual year, salaries shall be determined based upon  
3 the index in Appendix J-1, and the base salary used in that determination shall be  
4 \$42,030. (See Appendix L for the salary schedule for the 2012-13 contractual  
5 year.) For the 2013-14 contractual year, salaries shall be determined based upon  
6 the index in Appendix J-2, and the base salary used in that determination shall be  
7 \$42,450. (See Appendix M for the salary schedule for the 2013-14 contractual  
8 year.)  
9

10 1. On said salary schedule, the headings are defined as follows:

- 11
- |    |                            |  |
|----|----------------------------|--|
| 12 | <u>B.A.</u>                | Bargaining unit members who hold a Bachelor's        |
| 13 |                            | Degree   |
| 14 | <u>B.A.+20</u>             | Bargaining unit members who hold a Bachelor's        |
| 15 |                            | Degree and have earned 20 semester hours (30         |
| 16 |                            | quarter hours credit) after earning their Bachelor's |
| 17 |                            | Degree. All bargaining unit members on 5-years       |
| 18 |                            | column as of July 1, 1991, are to stay on B.A.+20    |
| 19 |                            | column unless they qualify for the M.A. column or    |
| 20 |                            | above  |
| 21 | <u>M.A.</u>                | Bargaining unit members who hold a Master's          |
| 22 |                            | Degree   |
| 23 | <u>M.A.+15</u>             | Bargaining unit members who hold a Master's          |
| 24 |                            | Degree and have earned 15 semester hours (22.5       |
| 25 |                            | quarter hours credit) after earning their Master's   |
| 26 |                            | Degree   |
| 27 | <u>M.A.+30</u>             | Bargaining unit members who hold a Master's          |
| 28 |                            | Degree and have earned 30 semester hours (45         |
| 29 |                            | quarter hours credit) after earning their Master's   |
| 30 |                            | Degree   |
| 31 | <u>M.A.+45</u>             | Bargaining unit members who hold a Master's          |
| 32 |                            | Degree and have earned 45 semester hours (60         |
| 33 |                            | quarter hours credit) after earning their Master's   |
| 34 |                            | Degree   |
| 35 | <u>Ph.D.</u>               | Bargaining unit members who hold a Ph.D. or          |
| 36 |                            | D.Ed.  |
| 37 |                            |  |
| 38 | <u>Years of Experience</u> | As defined and recognized in Chapter 3317 of the     |
| 39 |                            | Ohio Revised Code.                                   |
| 40 |                            |  |

41 2. A bargaining unit member who wishes to be placed on a higher salary  
42 column must submit to the Treasurer's office (a) documentation showing  
43 entitlement to such a placement and (b) a signed application expressly  
44 requesting such a placement and identifying the column sought; a  
45 bargaining unit member shall not be entitled under this Agreement to be

1 placed on a higher salary column effective as of any date prior to that on  
2 which such a complete submission is made.

- 3  
4 3. A newly hired teacher in the district shall have worked as a substitute  
5 teacher for a minimum of one hundred twenty (120) days during one  
6 school year in one school district in order to be credited with one year of  
7 service credit. Days of substitute teaching in multiple school districts may  
8 not be aggregated.  
9

10 10.11 Summer School Courses

- 11  
12 A. A teacher who teaches a summer school course that is part of the District's graded  
13 course of study and that is approved by the Superintendent shall be paid per the  
14 salary schedule listed below for classes that s/he teaches for that course. This  
15 schedule shall increase each school year by the same percentage as step BA/0 of  
16 the Teacher Salary Schedule.  
17  
18 B. For summer school courses only, teachers shall be placed on the appropriate step  
19 and column below based on their years of experience and degree. Teachers who  
20 have greater than a Master's Degree (ex. MA+15) shall be placed on the Master's  
21 Column, and teachers who have more than five (5) years experience shall be  
22 placed on Step Five (5) of this schedule.  
23

24 Effective July 1, 2011

25		BA	BA+20	MA
26				
27	Years			
28	0	29.83	31.61	33.98
29	1	31.02	32.93	35.43
30	2	32.21	34.24	36.89
31	3	33.40	35.55	38.36
32	4	34.59	36.87	39.81
33	5	35.78	38.18	41.46

34  
35 Effective July 1, 2012

36		BA	BA+20	MA
37				
38	Years			
39	0	30.13	31.93	34.32
40	1	31.33	33.26	35.78
41	2	32.53	34.58	37.26
42	3	33.73	35.91	38.74
43	4	34.94	37.24	40.21
44	5	36.14	38.56	41.87

Effective July 1, 2013

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Years	BA	BA+20	MA
0	30.43	32.25	34.66
1	31.64	33.59	36.14
2	32.86	34.93	37.63
3	34.07	36.27	39.13
4	35.29	37.61	40.61
5	36.50	38.95	42.29

10.12 Committee Work

- A. Teachers who participate in committee work that clearly extends beyond the instructional responsibility of a staff member, upon approval of the Superintendent or designee, shall be eligible for a stipend (paid at \$23.00 per hour) that will be determined according to the guidelines set forth in this framework. The criteria for establishing the eligibility of a committee for compensation are as follows:
  - 1. The committee goals and objectives are addressed in the district Strategic Plan.
  - 2. The scope of the committee work addresses a building (elementary, middle, or high) need or departmental (math, science, etc.) need.
  - 3. The major committee work is addressed outside of the school day.
  - 4. The committee planning time involves a minimum of 20 hours.
  - 5. The committee produces a significant product, such as a grant proposal, a report (e.g., North Central), a planning document, or a graded course of study.
  
- B. Each committee will have a maximum of six members eligible for compensation, including a committee chairperson. The committee, under the leadership of the chairperson, will create a work plan to establish the committee objectives, with the activities, as well as the committee members responsible for each activity, clearly delineated. The committee chairperson is responsible for monitoring the progress of the committee, changing membership in the committee as appropriate, establishing procedures for keeping minutes of committee meetings, and reporting committee progress. Failure to fulfill individual responsibility for committee membership, including attendance at committee meetings, will forfeit eligibility for compensation.
  
- C. The evaluation component for the committee work will be a written product. The standard for the quality of the product will be established through a written rubric generated by the committee as part of the planning process. Establishment of this rubric will help articulate the objectives of the committee. Upon project

1 completion, the committee chairperson will submit the written product and  
2 documentation that the product meets the established standards.

- 3  
4 D. All committees will be monitored by the administrator who has responsibility for  
5 the goal stated in the Strategic Plan. Additional monitoring may be provided by  
6 team leaders or department chairpersons. All committee work will be initiated  
7 through submission of the attached Committee Activation Form (Appendix N).  
8

9 **10.13 Teacher Professional Organization**

- 10  
11 A. Upon written notification by the Association President, a supplemental contract(s)  
12 shall be issued to an employee(s) for performing work for the Plain Local  
13 Education Association or any organization with which it is affiliated. The request  
14 shall include the name(s) of the employee(s) performing the work, the time period  
15 for the work to be performed, and the amount to be paid for the work. The  
16 Association shall reimburse the Board for the amount of the supplemental  
17 contract(s) and the retirement contributions paid on behalf of the employee(s) at  
18 the times any such payments are made.  
19  
20 B. To comply with STRS rules, the employer and employee STRS contributions  
21 must be made on compensation from the member's teaching contract, in addition  
22 to compensation for Association activities, up to a maximum amount. The  
23 maximum amount shall be calculated by:  
24  
25 1. Multiplying the per diem rate of the teaching salary by  
26  
27 2. A number of days determined by subtracting from 250 the number of days  
28 of service full-time teachers are required to work under a standard  
29 teaching contract for each year, as set forth in Article 8.05.  
30  
31 C. If the foregoing provisions are amended by subsequent changes to Ohio  
32 Administrative Code section 3307-6-01, then such changes shall be addressed as  
33 provided in Article II of this Agreement.  
34

35 **10.14 National Board for Professional Teaching Standards Certification**

- 36  
37 A. The Board shall pay a one-time stipend in the gross amount of \$500.00 to each  
38 teacher who has obtained a teaching certificate or license issued by the National  
39 Board for Professional Teaching Standards (“an NBPTS certificate/license”) and  
40 who is in the Board’s employ on or after September 1, 2005, provided that, to  
41 receive payment in accordance with this provision, a teacher must have filed an  
42 application, and a copy of his/her NBPTS certificate/license, in the office of the  
43 Treasurer. Stipends due hereunder shall be paid within a reasonable time  
44 following such filing.  
45  
46

1 B. Any compensation created for Master Teachers during the term of this Contract  
2 shall replace the above amount and be paid in accordance with the guidelines of  
3 the Master Teacher Program.  
4

5 10.15 Attendance for Teachers' Children  
6

7 All bargaining unit members employed by the Board on June 1, 2008, and who live  
8 outside of the New Albany-Plain Local School District on June 30, 2008 shall have the  
9 right to have their child attend the New Albany-Plain Local Schools Pre-K-12  
10 educational program tuition free, provided that the right to attend pre-school shall be  
11 subject to the final sentence of this section. Any such child of a bargaining unit member  
12 will be allowed to complete her/his education in the District as long as the unit member  
13 remains an employee of the District, has legal custody of the child, is the resident  
14 custodial parent for the child, and said child is not transferring from a non-district 1-12  
15 educational program. The Board is not obligated to provide transportation to the unit  
16 member's child. If pre-school openings are available once all District resident requests  
17 have been satisfied, the unit members who live outside of the New Albany-Plain Local  
18 School District have the right to apply for the open seat(s) under current guidelines.  
19

20 Note: "Child" shall mean child and/or children.  
21

22 10.16 403(b) Plan Committee  
23

24 A. There shall be a 403(b) Plan Committee that shall consist of three (3) members  
25 appointed by the Superintendent (who shall designate the chair), two (2) members  
26 appointed by the President of the Association, and one (1) member appointed by  
27 the President of Local 303 of OAPSE/AFSCME Local 4 ("OAPSE"), provided  
28 that, unless and until OAPSE agrees to participate on said committee, the  
29 Superintendent shall instead appoint only two (2) rather than three (3)  
30 members. Any party may bring an observer upon notification to the other parties.  
31 The terms of the appointees shall be for the length established by the party  
32 appointing them. The committee shall establish its own operating guidelines.  
33 The committee shall meet at least annually and in advance of any 403(b)  
34 Third Party Administrator contract rollover/renewal. The chair may call other  
35 meetings as necessary. The 403(b) Plan Committee may utilize the services of an  
36 independent third-party consultant recommended by the committee and  
37 acceptable to the Board.  
38

39 B. Effective with the commencement of the Board's 403(b) Plan during the 2008-09  
40 school year, the Board shall make available to members of the bargaining unit a  
41 Roth 403(b).  
42

43 10.17 Payment for Record Checks  
44

45 To assist in comporting with the provisions of Ohio Revised Code Section 3319.291 as  
46 now in effect or hereafter amended, the Board will bear the cost of one (1) BCII and FBI

1 record check every five (5) years for each professional staff member who is in the  
2 bargaining unit at the time that the record check is requested pursuant to such section.

3  
4 10.18 Curriculum Work

5  
6 Beginning July 1, 2008, voluntary curriculum work performed by bargaining unit  
7 members outside of the contractual work day and/or work year shall be paid as a stipend  
8 of \$150 per day (\$20.00 per hour per 7.5 hour day).  
9

10 ARTICLE XI

11 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

12  
13  
14 11.01 Purpose

15  
16 There shall be a Local Professional Development Committee ("LPDC") established  
17 within the New Albany • Plain Local School District to recommend policy, to establish  
18 procedures, and to review and approve Individual Professional Development Plans  
19 ("IPDPs") for certification and licensure renewal for certificated staff.

20 11.02 Structure of the Committee

- 21  
22 A. The committee shall be composed for teacher issues of five (5) members of the  
23 bargaining unit appointed by the PLEA President, and three administrative  
24 members appointed by the Superintendent.  
25  
26 B. The committee shall be composed for administrator issues of two (2) bargaining  
27 unit members, appointed by the PLEA President and three administrative  
28 members appointed by the Superintendent.  
29  
30 C. Terms of membership on the committee shall be two years and shall be staggered.  
31  
32 D. Vacancies shall be filled by the appointment of the Association or the  
33 Superintendent, respectively, and the replacement shall serve out the remainder of  
34 the unexpired term.  
35  
36 E. The LPDC shall be co-chaired by the Association President/designee and Human  
37 Resources Director.  
38  
39 F. The LPDC will have a LPDC Licensure Facilitator, who will report to the Human  
40 Resources Director, and will be paid on a supplemental contract.  
41  
42 G. The co-chairs' term of office shall be July 1 through June 30.  
43

1 11.03 Meetings

2  
3 The LPDC shall meet monthly at a regularly scheduled day and time. The committee co-  
4 chairs may determine to hold additional meetings on an as needed basis.  
5

6 11.04 Bylaws of the LPDC

7  
8 The LPDC shall adopt bylaws by a majority vote of all of its members to govern its  
9 operations. Such bylaws shall include the basis for a quorum; how decisions will be  
10 made; procedures for the IPDP process; how, if necessary, a member may be removed  
11 from the committee; and the procedure(s) for appeal of a decision of the LPDC.  
12

13 11.05 Training

- 14  
15 A. The LPDC members shall be given the opportunity to attend training on the  
16 purpose, responsibilities, functioning, and legal requirements of the LPDC.  
17  
18 B. If training is available during the workday, committee members shall be given  
19 paid release time by the Board to attend.  
20

21 11.06 Compensation

- 22  
23 A. Each LPDC member shall receive a stipend of \$30 per hour.  
24  
25 B. The Licensure Facilitator shall be paid on Group 1 of the supplemental salary  
26 scale in Article 10.  
27

28 11.07 Master Contract Compatibility/Board Policy

- 29  
30 A. Decisions of the LPDC and determinations on appeals therefrom shall not be  
31 subject to the grievance procedure.  
32  
33 B. The committee shall have no authority to supersede any section of the Master  
34 Contract between the New Albany • Plain Local Board of Education and the Plain  
35 Local Education Association, or supersede Board policy.  
36

37 ARTICLE XII

38 RESIDENT EDUCATOR AND MENTOR PROGRAM

39  
40  
41 12.01 General Provisions

- 42  
43 A. There shall be a Resident Educator and Mentoring Program adopted by the Board  
44 and the Association, which shall be called the Resident Educator (RE) and Mentor  
45 Program (MP).  
46

- 1 B. All Resident Educators and experienced teachers in their first year of employment  
2 with the District shall participate in the RE/MP as directed by Ohio Department of  
3 Education (ODE) guidelines, the Ohio Resident Educator (RE) Program, the Ohio  
4 Resident Educator Program Standards, the Ohio Standards for the Teaching  
5 Profession, the Teacher Professional Code of Conduct and all other applicable  
6 laws. The purpose of the Resident Educator Program shall be to provide a  
7 program of mentoring and formative and summative assessments with ongoing,  
8 positive formal support that is critical to promote professional growth in  
9 beginning teachers.

10  
11 12.02 RE/MP Committee Structure

- 12  
13 A. The RE/MP Committee ("Committee") shall consist of the Chairperson of the  
14 Local Professional Development Committee (LPDC), building level Resident  
15 Educator program coordinators (i.e. K-1, 2-3, 4-5, 6-8, 9-12), with three (3)  
16 appointed by the Association President as voting members. The Administration  
17 appointees shall be the Chief of Innovation, Improvement and Human Capital and  
18 two (2) Resident Educator Program Leaders having three (3) votes, appointed by  
19 the Superintendent.  
20  
21 B. A quorum of the Committee shall consist of not less than four (4) members. The  
22 Committee shall be co-chaired by a building level coordinator and a program  
23 leader.  
24  
25 C. The Committee shall determine when and where it shall meet and the number of  
26 meetings necessary to fulfill its purpose. The Committee shall meet each school  
27 year to organize the RE/MP for each school year and to assess the progress of the  
28 RE/MP and to assess the performance of the program at the conclusion of each  
29 school year.  
30  
31 D. The Committee shall operate in accordance with the Ohio Department of  
32 Education guidelines, the Ohio Resident Educator Program, the Ohio Resident  
33 Educator Program Standards, and the Ohio Standards for the Teaching Profession  
34 and all other applicable laws.  
35  
36 E. The Committee may determine additional training requirements (1) for  
37 Committee members necessary to establish and maintain an effective RE/MP and  
38 (2) for all mentors. The Committee shall ensure the program effectiveness by  
39 identifying and recommending sufficient fiscal and human resources to the  
40 Superintendent, coordinate with the Local Professional Development Committee  
41 and the Director of Teaching and Learning to establish staff development and/or  
42 in-services, provide necessary release time for such training during the contractual  
43 year and pay for any cost involved in such training, building capacity in RE  
44 program coordinators and mentors, and involving stakeholders in collaborative  
45 planning and advocacy. The Committee shall regularly engage in a systematic  
46 cycle of planning, training, implementing, evaluating and revising the Resident

1 Educator Program and policies. Whenever possible, the Committee may embed  
2 goal setting, monitoring, and evaluation within the District plan.  
3

4 F. The Committee may recommend additional criteria beyond the Mentor Standards  
5 for the Ohio RE program to be used for the selection of a bargaining unit member  
6 to serve as a mentor, provided that it is agreed that included in such criteria, when  
7 implemented, shall be a requirement that a bargaining unit member has been  
8 employed in the District for a minimum of five (5) years. The building level RE  
9 coordinator and building principal shall work together to select and assign  
10 mentor(s) for their respective buildings with due consideration being given to  
11 teachers who volunteer to be a mentor using a well-defined criteria consistent  
12 with the mentor's assigned responsibilities and an open process that involves a  
13 variety of stakeholders. Mentors are selected based on demonstrated knowledge,  
14 experience and qualities that are consistent with the Mentor Standards for the  
15 Ohio RE program.  
16

17 G. Participation as a mentor shall be a voluntary commitment for a four-year period.  
18

19 H. A mentor may resign in the case of an identified personal emergency that would  
20 require the mentor's withdrawal from the program or be re-assigned in a timely  
21 manner in the case of a mentor/RE relationship that has been deemed, by mutual  
22 agreement of the mentor and the RE, to be unworkable.  
23

#### 24 12.03 Release Time 25

26 A. Teachers in the RE/MP shall be provided coordinated release time with his/her  
27 mentors. This release time shall be provided for RE professional development that  
28 is ongoing throughout the residency and is tailored to support the needs of REs;  
29 emphasize the importance of and provide support for the collegial and  
30 confidential relationship between mentor and REs; develop trusting, reflective and  
31 professional relationship; support REs through the use of formative assessment  
32 data to differentiate and individualize professional development, and engage in  
33 regular and ongoing communications designed to improve teacher practice. The  
34 Mentor/RE shall be provided one (1) day during new teacher orientation  
35 uninterrupted per year, which can be taken as one (1) full day or two (2) half  
36 days. Upon approval of the building principal, more release time may be granted.  
37

38 B. Full-release mentors may mentor multiple REs with the guidelines being  
39 established by the RE/MP Committee and contractual agreement with the  
40 Association. Full-time classroom mentors will only be assigned to one (1) RE per  
41 school year unless the Committee waives this provision with the Association  
42 President and Superintendent's approval of the waiver.  
43  
44  
45  
46

1 12.04 Compensation

- 2
- 3 A. Building Level RE Coordinators shall be compensated on group VI of the
- 4 supplemental salary scale in Article 10. Mentors' compensation will be
- 5 determined each of the first four years by the RE/MP Committee submitting a
- 6 Supplemental Activity report form and job description to the Supplemental
- 7 Committee. The Supplemental Committee will determine the appropriate level of
- 8 compensation for each of the first four years. Compensation levels voted upon by
- 9 the Committee shall be submitted to the Superintendent and PLEA President. It is
- 10 understood by both parties that the mentors' compensation will not be placed on
- 11 the supplemental contract.

12

13 12.05 Contractual Evaluation

- 14
- 15 A. The mentoring process is not an evaluative process for the purpose of
- 16 employment, but an evaluative process for the purpose of personal growth and
- 17 eventual professional licensure. All interactions between the RE and mentor shall
- 18 be confidential. Formative assessments occurring in mentoring shall not become
- 19 part of a RE's evaluation conducted by the site administrator.
- 20
- 21 B. The RE/MP shall not replace the District's evaluation process. Evaluation of all
- 22 new teachers to the District shall be conducted in accordance with the District's
- 23 evaluation procedure.
- 24
- 25 C. Building Level RE Coordinators or Mentors shall not participate in any formal or
- 26 informal evaluations of REs outside the RE/MP, nor shall they make any
- 27 recommendation regarding the employment of an entry year teacher.
- 28
- 29

30 ARTICLE XIII

31

32 EMPLOYMENT OF PREVIOUSLY RETIRED PROFESSIONAL STAFF MEMBERS

33

34 Notwithstanding anything otherwise to the contrary in this Contract:

- 35
- 36 A. Participation in the Board's Mentoring Program by a professional staff member
- 37 who has previously retired from being employed by this or another district and
- 38 taken service retirement under an applicable state retirement system (known
- 39 hereunder as a previously retired teacher or "PRT") shall be at the discretion of
- 40 the Board.
- 41
- 42 B. PRTs shall be awarded one-year contracts of employment that shall automatically
- 43 expire at the end of each school year without requirement for any performance
- 44 evaluation and without any notice of non-renewal.
- 45

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- C. PRTs may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.
- D. For purposes of Reduction in Force, PRTs shall not accrue seniority and shall have no right of recall.
- E. PRTs shall not carry over any accumulated and unused sick leave from any prior public employment.
- F. PRTs shall not be eligible to participate in a contractual retirement incentive program, if any, or for severance or sick leave buyout pay upon separation from employment.
- G. PRTs shall not be eligible to participate in the Board’s insurance program offered to professional staff members under Section 10.09 above unless they are ineligible to participate in the applicable retirement system insurance program for health insurance. If PRTs are ineligible for the applicable retirement system insurance program for health insurance, they then may participate in the Board’s insurance program offered to professional staff members under Section 10.09 above, but only at their own expense.
- H. Prior employment by the Board shall be no guarantee of post-retirement employment or a particular assignment if rehired.
- I. PRTs shall be entitled to all other benefits available to bargaining unit members under this Agreement that are not otherwise limited expressly or impliedly by the provisions of this section.
- J. The parties intend for the provisions of this section to supersede, to the maximum extent permitted by law, all sections of the Ohio Revised Code that may be in conflict with this section. This shall include, but not be limited to, Ohio Revised Code Sections 124.39(B), 3319.11, 3319.111, and 3319.17.

ARTICLE XIV

BUILDING SUBSTITUTES

- A. Building substitutes shall be awarded one-year contracts of employment that shall automatically expire at the end of each school year without requirement for any performance evaluation and without any notice of non-renewal.
- B. Building substitutes may be re-employed from year to year, with Board approval, but shall not be eligible for continuing contract status.
- C. For purposes of Reduction in Force, building substitutes shall not accrue seniority and shall have no right of recall.

- 1 D. For the 2011-2012 school year, building substitutes shall be paid the amount of  
2 \$27,510. Any salary increase for a subsequent school year shall be by the same  
3 percentage as the Teacher Salary Schedule increase for that year at step BA/0.  
4 Building substitutes shall also be eligible for a \$750.00 stipend upon completion  
5 of their 80<sup>th</sup> day of service in the District in a school year.  
6
- 7 E. Building substitutes shall not be eligible to participate in a contractual retirement  
8 incentive program, if any, or for severance or sick leave buyout pay upon  
9 separation from employment.  
10
- 11 F. The building substitute shall be employed for 186 days.  
12
- 13 G. Assignments for the workday shall be provided to building substitutes by the  
14 building principal. The building will assign the building substitute to another area  
15 of need when there are no bargaining unit member absences on a particular day.  
16
- 17 H. Building substitutes shall provide assistance to day-to-day substitutes in  
18 procedures and answer questions.  
19
- 20 I. Should any long-term substituting position (i.e. a substituting assignment due to a  
21 long term leave of absence by a bargaining unit member) become available it  
22 shall be under a separate contract. Building substitutes shall be considered, if they  
23 apply, for such position.  
24
- 25 J. Building substitutes shall be entitled to the following benefits/provisions under  
26 this Agreement: Section 5.02 (Sick Leave); Section 5.05 (Personal Leave);  
27 Section 5.09 (Short Term Leave); Section 5.10 (Family and Medical Leave Act  
28 Leave); Article 7 (Teacher Rights); Article 8 (Employment Rights), except  
29 Section 8.05 (Length of School Year and Length of Calendar) and Section 8.06  
30 (New Teacher Orientation); Section 10.02 (Pay Periods); Section 10.04 (Mileage  
31 Remuneration); Section 10.06 (Life Insurance); Section 10.07 (Supplemental  
32 Salary and Schedule); Section 10.09 (Hospital, Medical Surgical, Major Medical,  
33 Dental, and Vision Insurance); Section 10.12 (Committee Work), and Article 13  
34 (Employment of Previously Retired Professional Staff Members).  
35

## 36 ARTICLE XV

### 37 NO CHILD LEFT BEHIND

38  
39  
40 The parties agree to interim bargaining at the request of either the Board or the Association to  
41 bargain the effects of any changes relating to wages, hours, or other terms and conditions of  
42 employment required by the "No Child Left Behind Act" (NCLBA), amending the Elementary  
43 and Secondary Education Act (ESEA) and related state law. It is understood by the parties that  
44 the legislation may require the Board, in the future, to modify its employment and/or personnel  
45 practices to conform to the federal mandate and comply with the provisions of the NCLBA, its  
46 implementing regulations and related state law and regulations. The parties will engage in good

1 faith bargaining for a period not to exceed fifteen (15) days. If the parties reach impasse, they  
2 will proceed to mediation through the Federal Mediation and Conciliation Service. In the event  
3 agreement is not reached through mediation within fifteen (15) days after impasse, the parties  
4 will proceed to final and binding arbitration consistent with the rules of the American Arbitration  
5 Association.

6  
7 ARTICLE XVI

8  
9 EDUCATIONAL OPTIONS

10  
11 16.01 General

- 12
- 13 A. The unit member may accept or decline an Educational Options request.
  - 14
  - 15 B. Educational Options courses are intended for Carnegie credits.
  - 16
  - 17 C. Credits from Educational Options shall not supplant those courses specifically  
18 required for graduation under state minimum standards unless such course credit  
19 cannot be scheduled for the student prior to graduation. No student may earn  
20 more than two (2) credits toward graduation requirements through Educational  
21 Options.
  - 22
  - 23 D. Board of Education required courses for graduation will be given first priority in  
24 assignment.
  - 25
  - 26 E. The purpose of any web-based instruction is to enhance and expand class  
27 offerings for students; particularly students who are at risk (credit deficient or  
28 expelled) and/or gifted. Web-based instruction is not intended to be a means to  
29 eliminate existing courses offered in the regular classrooms. It is the intent of the  
30 Board that the enrollment in web-based classes will not be the cause for reducing  
31 staffing allocations that would otherwise have been assigned to the schools.
  - 32
  - 33 F. Courses for web-based study will be reviewed by a joint committee of the PLEA  
34 and the Administration, and presented to the Superintendent and Board of  
35 Education for approval in accordance with Board Policy. Additionally, courses  
36 for web-based study could be developed by New Albany – Plain Local bargaining  
37 unit members, if feasible.
  - 38
  - 39 G. Administration, guidance, and student responsibilities, as established by the  
40 parties for Educational Options, are attached as Appendix O.
  - 41
  - 42 H. Teaching experience in the desired content area is preferred.
  - 43
  - 44
  - 45
  - 46

1 16.02 Approved Program of Study Courses (scheduling conflicts)

- 2
- 3 A. Shall be the instruction, by unit members, for students affected by scheduling
- 4 conflicts as approved by the Administration.
- 5
- 6 B. The maximum number of students shall be five (5) per unit member.
- 7
- 8 C. The unit member shall be responsible for:
- 9
- 10 1. Approval of the student to the approved program; and
- 11
- 12 2. Supervision and/or instruction of the requirements of the course syllabus.
- 13
- 14 D. The unit member shall be compensated two hundred eighty-one dollars and thirty-
- 15 eight cents (\$281.38) per semester for each approved student.
- 16

17 16.03 Independent Study

- 18
- 19 A. Shall be an activity pursued by an individual pupil under the direction of a
- 20 certificated/licensed bargaining unit member and approved by the administration.
- 21
- 22 B. The maximum number of students shall be two (2) per unit member.
- 23
- 24 C. The unit member shall be responsible for:
- 25
- 26 1. Approving the student for independent study;
- 27
- 28 2. Reviewing, discussing, and finalizing the academic plan (with rationale
- 29 and expectation) with the student. The Plan shall be submitted to
- 30 Guidance;
- 31
- 32 3. Regularly collaborating/monitoring the student;
- 33
- 34 4. Assisting the student in defining goals and methods; and
- 35
- 36 5. Design and administer evaluation based on the goals of the education plan.
- 37
- 38 D. The unit member shall be compensated two hundred eighty-one dollars and thirty-
- 39 eight cents (\$281.38) per semester for each approved student.
- 40

41 16.04 Other Education Options

- 42
- 43 A. Other Educational Options may include, but are not limited to, distance learning,
- 44 correspondence courses, and the systematic monitoring by electronic media,
- 45 phone and/or email with ongoing communication between the pupil(s) and the
- 46 teacher or teacher and the content provider, as approved by the Administration.

- 1 B. The unit member shall be responsible for the approval of the student to the  
2 Educational Option.  
3  
4 C. The unit member shall actively monitor the student and shall be paid one hundred  
5 eighteen dollars and seventeen cents (\$118.17) per semester per approved student.  
6  
7 D. The unit member shall be provided, in writing, at the time of the request to teach  
8 an Education Option, the identified level of compensation (see 16.04(C) above).  
9

10 16.05 Flexible Credit  
11

- 12 A. The Flexible Credit Committee shall continue for the 2011-2014 contract. The  
13 Flexible Credit Committee will include the following administrators: Director of  
14 Teaching and Learning, the Human Resources Director, the HS Principal, and the  
15 HS Asst. Principal. The Flexible Credit Committee will include the following  
16 PLEA unit members (appointed by the PLEA President): two HS Guidance staff  
17 members, the Special Education Coordinator, and two (2) classroom teachers. In  
18 addition, the building level meetings will include all relevant faculty members to  
19 review applications. The Committee shall be co-chaired by the Director for  
20 Teaching and Learning and the PLEA President.  
21  
22 B. The Committee shall meet in coordination with application dates, or more  
23 frequently upon the call of the co-chairs. The Committee is charged to:  
24  
25 1. Monitor, review, and make recommendations on possible modifications of  
26 NAPL Flexible Credit Program; and  
27  
28 2. Review and make recommendations to the Superintendent and PLEA  
29 President on the following educational options as they relate to credit  
30 flexibility:  
31  
32 a. Educational Travel  
33 b. Mentoring  
34 c. Research Based projects  
35 d. Service/Community Learning  
36  
37 C. For the 2010-11 school year the guidance staff will document the time spent  
38 carrying out all assignments related to the Educational Options. Ongoing  
39 assessment will be made during the 2010-11 school year to determine the level of  
40 support needed for the 2011-12 school year. Such assessment shall be submitted  
41 to the Flexible Credit Committee on or before the end of May 2011. The  
42 Committee shall review and make recommendations to the Superintendent before  
43 June 1, 2011.  
44  
45 D. Based on the guidance staff documentation collected in paragraph (C), the  
46 guidance staff may write and submit to the Supplemental Salary Committee a

1 proposal to create a supplemental contract for the guidance staff to handle  
2 Educational Options, to be paid at the appropriate level based on the scoring  
3 received on the supplemental rubric.  
4

5 E. For the 2010-11 school year, should unit members, within respective HS  
6 departments, need additional time to develop proficiency exam/assessments for  
7 the 2011-12 school year then, upon request to the building principal by the  
8 department chair, release time and/or additional compensation shall be provided  
9 to said unit members at the curriculum planning rate.  
10

11 F. Administration of proficiency exam/assessments during an exam week shall be on  
12 voluntary basis determined through the respective departments. Unit members  
13 who volunteer to administer proficiency exam/assessments outside the contract  
14 day will be compensated at their summer school rate. Respective departments  
15 will make recommendations for whether the assessment should be administered  
16 on an individual or group basis, with groups not to exceed 15 students. Any hours  
17 worked outside of the contract day are subject to the prior approval of the  
18 administration and the Board of Education.  
19

20 G. Administration of proficiency exam/assessments during August shall be on a  
21 voluntary basis determined through the respective departments. Unit members  
22 who volunteer to administer proficiency exam/assessments shall be compensated  
23 at their hourly summer school rate (Section 10.11).  
24

25 Forms related to this program can be found in Appendix T.  
26

#### 27 16.06 Credit Recovery (E2020) 28

29 A. The purpose of credit recovery instruction is to enhance and expand class  
30 offerings for students who are at risk due to credit deficiency, expulsion, or other  
31 reasons as mutually agreed to by the department chair(s) (relevant to courses  
32 being considered), the building administration, and the certificated/licensed  
33 faculty who will do the monitoring. It is not intended to be a means to eliminate  
34 existing courses offered in the regular classrooms. It is the intent of the Board  
35 that the enrollment in credit recovery classes will not be the cause for reducing  
36 staffing allocations that would otherwise have been assigned to the schools.  
37

38 B. Credit recovery courses to be offered through E2020 will be reviewed by a joint  
39 committee of Department Chair(s) (relevant to courses being considered), the  
40 PLEA, and the Administration, and presented to the Superintendent and Board of  
41 Education for approval in accordance with Board Policy. Configuration and  
42 operations of the committee shall be mutually established by the Superintendent  
43 and the PLEA President.  
44

45 C. Certificated/licensed faculty member approval is required if a student is leaving a  
46 regular course offering to participate in credit recovery.

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- D. A Credit Recovery Coordinator (CRC), who will be a bargaining unit employee, will have the responsibility to oversee the continuity of the program, be the conduit of information, and serve as a respondent to questions and/or issues concerning the credit recovery program. The Credit Recovery Coordinator shall be compensated as indicated in the Supplemental Salary Schedule in Article X.
- E. Annually, a credit recovery overview will be provided for the faculty (9-12) to inform them of the process and to enlist any interested unit members in becoming Teachers of Record (TR) for the program.
- F. Such assignments will initiate first within the appropriate department, and should there be no one accepting the request, then qualified bargaining unit members will be sought for the assignment. A TR's assignment shall be within the contract day as defined in Section 8.04. The TR shall meet with credit recovery student(s) as mutually developed within the student responsibility contract (see below in Section (J)).
- G. All students will be assigned through the IAT/IEP process of referrals and conform to agreed process, credit recovery documents, and signoffs. The TR shall actively and systematically monitor the student progress (as outlined in section (J) below), and proctor the student at the end of course assessment at a pre-set time and location. Every attempt will be made to place students in an Academic Options class with the TR (to enhance contact time during the student's school hours on a case by case basis). Other options may be considered and utilized to build in time for TR and student to meet during the school day (i.e. study center) on a case by case basis. Student assessment and pre-approved monitoring, per student contract, shall be outside of the TR workday.
- H. During the academic school year, TRs will be assigned to not more than four (4) students that require monitoring outside the contract day.
- I. Credit Recovery monitoring rate will be fixed at \$24.24 per hour for 2011-12, \$24.48 per hour for 2012-13, and \$24.72 per hour for 2013-14 worked outside of the contract day (per student) not to exceed ten (10) hours. Additional hours will be reviewed on a case by case basis, and approval will be required through the CRC and by the building administration.
- J. The TR shall be provided, in writing, at the time of the request to work with a credit recovery student, this Article that outlines responsibilities and a copy of the Credit Recovery Contract that has been signed by the student (Appendix S).
- K. Application for summer offerings of credit recovery courses shall follow the same process as outlined above. All summer credit recovery course offerings shall be completed during the "summer recess". TRs will be assigned to not more than fifteen (15) students per session for Summer Credit Recovery at the Credit Recovery monitoring rate above.

1 L. The TR, Credit Recovery Coordinator, Administration, and student  
2 responsibilities, as established by the parties for credit recovery, are attached as  
3 Appendix Q.  
4

5 16.07 The above dollar amounts shall increase for a subsequent school year by the same  
6 percentage as the Teacher Salary Schedule increase for that year at step BA/0.  
7

## 8 ARTICLE XVII

### 9 LEAD TEACHER REVIEW COMMITTEE

#### 10 17.01 Lead Teacher Review Committee (LTRC)

11  
12 The LTRC shall be established for the purpose of designating teachers in the  
13 building/district as a lead teacher.  
14

15  
16  
17 A. Purpose – the duties of the LTRC shall be strictly limited to the review and  
18 approval of Lead Teachers as specified in Ohio law and related ODE guidelines.  
19

20 B. Composition – The LTRC will be comprised of seven (7) members, five (5)  
21 teacher members and two (2) administrative members. The five (5) teachers shall  
22 be appointed by the PLEA President with concurrence of the PLEA Executive  
23 Board. The PLEA shall determine the length of the term of office for the local  
24 association members serving on the LTRC. In the event of an in-term vacancy or  
25 removal, the teacher member shall be replaced by the PLEA. The two (2)  
26 administrative members shall be appointed by the Superintendent.  
27

28 C. Chairperson – the committee chairperson shall be determined by the committee  
29 members.  
30

31 D. Meetings – the Committee shall meet twice a year (January and April) to read and  
32 score applications. Other meetings will be called on an “as needed basis.”  
33

#### 34 17.02 Operations

35  
36 A. The LTRC shall be responsible for informing the bargaining unit of the LTRC  
37 process and any changes to the process for the district.  
38

39 B. Up to seven (7) and no less than two (2) members of the LTRC will read and  
40 score each application individually. Then an average of the committee scores will  
41 be calculated to determine if the designation of Lead Teacher will be awarded to  
42 the applicant.  
43

44 C. Candidates will be notified, in writing, of their status within sixty (60) days of  
45 turning their portfolio into the committee. Unsuccessful candidates must wait a  
46 year before resubmitting. Candidates will be responsible for making  
47 arrangements to pick up their materials.

1 D. Successful candidates will receive a certificate and recognition at a district Board  
2 meeting.

3  
4 E. Teachers receiving Lead Teacher status will have a copy of the narrative portion  
5 of their application kept in his/her personnel file.  
6

7 17.03 Employee Protection

8  
9 A. Under no circumstances is the involvement in the activities of the LTRC to be  
10 used for employment decisions by the Board.  
11

12 B. Nothing in the Lead Teacher process shall have an adverse impact on a unit  
13 member's performance evaluation as established in this Agreement.  
14

15 17.04 The LTRC shall not have the authority to supersede any section of the Master  
16 Agreement between the Board and the PLEA.  
17

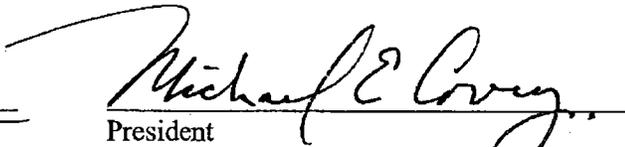
18  
19 ARTICLE XVIII

20  
21 SIGNATURE CLAUSE

22  
23 This document constitutes the Negotiated Contract between the parties for a duration set forth in  
24 this contract.  
25

26 This Contract, including all terms and provisions hereof, is hereby approved and adopted by the  
27 New Albany • Plain Local Board of Education and the Plain Local Education Association, upon  
28 the signatures of their respective Presidents, this 23<sup>rd</sup> day of MAY  
29 2012.  
30

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33 \_\_\_\_\_  
34 President  
35 New Albany • Plain Local Board of Education  
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President  
Plain Local Education Association

## APPENDIX A

### SICK LEAVE BANK GUIDELINES (AS OF JUNE OF 2010)

#### **NEW ALBANY • PLAIN LOCAL SCHOOL DISTRICT**

##### **GUIDELINES FOR SICK LEAVE BANK**

The following guidelines are hereby agreed to by and between the New Albany • Plain Local Education Association and the New Albany • Plain Local School District:

##### **Sick Leave Bank (S.L.B.)**

A. Purpose:

To grant additional days of sick leave to participating bargaining unit employees for use only in cases of the unit employee's own, the unit employee's spouse's, or the unit employee's dependent child's personal illness, injury, or non-elective surgery occurring under unusual, severe, or emergency conditions, as determined mutually by the Plain Local Education Association President and the Superintendent.

B. Provisions of Eligibility:

1. All bargaining unit employees shall be eligible to be members of the S.L.B.
2. New members may join no later than October 1 of each successive year. A unit member's contribution of a minimum of one day shall provide for continuous membership unless canceled by notifying, in writing, the Treasurer's Office during the period of September 1 through October 1. Unit members may contribute more than one (1) day to the S.L.B., but are not required to do so, except when the bank is depleted as outlined below. If membership is canceled, donated days remaining in the S.L.B. will not be returned. When a unit employee donates days to the Bank, he/she agrees to the stated rules for administration of the Bank.
3. The S.L.B. membership will begin within five (5) days from each contributing unit employee. When the fund is depleted below fifty (50) days, each member will be assessed one (1) additional day, not to exceed one (1) assessment per school year. The Treasurer's Office, in cooperation with the Executive Board of PLEA (Executive Board Secretary), will be responsible for notifying certificated employees of each assessment period. The Executive Secretary of the PLEA will assist the Treasurer with the verification and computation of those hours necessary for establishing the S.L.B. and annual tabulations.
4. All unused days in the S.L.B. will roll over into the next year's bank.
5. A complete list of sick leave bank members shall be forwarded to the Association President by October 31 of each school year upon his/her request.

C. Operational Procedures:

1. Applications for grants from the Sick Leave Bank must be made on the Application for Sick Leave Bank Grant Form (Attachment A2). A Physician's Statement (Attachment A3) is required with each application in order to be considered for a grant. Completed forms are to be submitted to the President of the Plain Local Education Association.
2. Application for the S.L.B. days must be made to the President of the Plain Local Education Association.
3. A grant will be considered only after the individual has used all of his/her accumulated sick leave days and has used all possible advances of sick leave days.
4. The maximum number of days that a member may receive is twenty percent (20%) of the total days in the bank at the end of the enrollment period (October 1 of each year).
5. A decision will be rendered within ten (10) days of receipt of request.
6. Unused requested days shall be returned to the S.L.B.
7. Extension of additional days may be applied for in the same manner as the original application.
8. In consideration of the benefits of participating in the S.L.B., each applicant for membership in the Bank and for the benefits from the Bank shall, as a condition to such application, agree in writing as follows:

“I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the President of the Plain Local Education Association and the Superintendent. All decisions will be final and binding and not subject to grievance or any other formal process. I further agree to abide by such decision and to indemnify and hold harmless the New Albany • Plain Local School District, the Plain Local Education Association, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application.”
9. All decisions shall be final and binding and are not subject to grievance or any other formal process.
10. Guidelines may be reviewed annually upon request of the President of the Plain Local Education Association or the Superintendent.

New Albany • Plain Local Schools  
New Albany, Ohio

**Sick Leave Donor Designation Form**

"I specifically acknowledge and agree that the granting of days from the S.L.B. shall be at the sole discretion of the Plain Local Education Association President and the Superintendent. All decisions will be final and binding and not subject to grievance or any other formal process. I further agree to abide by such decision and to indemnify and hold harmless the New Albany • Plain Local School District, the Plain Local Education Association, and all of their agents for any loss they may sustain as a result of any claim or legal proceedings I may bring against any of them with respect to a decision made by any of them concerning this application."

I wish to designate 1 2 3 4 5 (circle one) day(s) of my sick leave balance to be used in a **Sick Leave Bank**. I understand that these days will be deducted from my sick leave balance immediately.

Date \_\_\_\_\_

Donor Signature \_\_\_\_\_

Donor Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Building \_\_\_\_\_

**Please return this form to the Treasurer's Office no later than September 30.**

**New Albany • Plain Local Schools  
55 North High Street  
New Albany, Ohio 43054**

## Application for Sick Leave Bank Grant

Date \_\_\_\_\_

Name \_\_\_\_\_

Building \_\_\_\_\_

Home Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Number of sick days used this school year \_\_\_\_\_

Number of sick days used for current illness \_\_\_\_\_

Employee's reason for request (be specific) \_\_\_\_\_

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

Estimate of additional days needed \_\_\_\_\_

Name of attending physician \_\_\_\_\_

Address of attending physician \_\_\_\_\_

Telephone of attending physician \_\_\_\_\_

Applicant's Signature \_\_\_\_\_

**Please submit completed application to the Plain Local Education Association President. Application must include Attachment A-3, Physician's Statement, to be considered.**

New Albany • Plain Local Schools  
55 North High Street  
New Albany, Ohio 43054

**Physician's Statement**

\_\_\_\_\_ is unable to perform teaching duties and requires sick leave because: (please be specific with diagnosis and description of complications)

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

**OR**

\_\_\_\_\_ requires non-elective surgery that cannot be postponed until the end of the school year. Nature of procedure:

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

This patient has been under my care for (length of time in months and years): \_\_\_\_\_

Physician's estimate of number of days needed for recovery: \_\_\_\_\_

\_\_\_\_\_  
Physician's Signature

I give my physician permission to release the above-requested medical information and any other information relevant to same.

\_\_\_\_\_  
Employee's Signature

**Employee is to submit this completed statement to the Plain Local Education Association President, along with Attachment A-2, Application for Sick Leave Bank Grant.**

## APPENDIX B

### PUBLIC COMPLAINTS POLICY (NUMBER 9130)

# policy

BOARD OF EDUCATION  
PLAIN LOCAL SCHOOL DISTRICT

RELATIONS  
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#### PUBLIC COMPLAINTS

Any person or group having a legitimate interest in the operations of this District shall have the right to present a request, suggestion, or complaint concerning District personnel, the program, or the operations of the District. At the same time, the Board of Education has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. Only when such informal meetings fail to resolve the differences shall more formal procedures be employed.

Any requests, suggestions, or complaints reaching the Board, Board members, and the administration shall be referred to the Superintendent for consideration according to the following procedure.

#### **Matter Regarding a Professional Member**

##### A. First Level

If it is a matter directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District administrative guidelines.

This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation that may require investigation or inquiry by school officials prior to approaching the professional staff member. As appropriate, the staff member shall report the matter and whatever action may have been taken to the building principal.

# policy

BOARD OF EDUCATION  
PLAIN LOCAL SCHOOL DISTRICT

RELATIONS  
9130/page 2 of 5  
Public Complaints

B. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor and in compliance with provisions of a collective bargaining agreement, if applicable.

C. Third Level

If a satisfactory solution is not achieved by discussion with the building principal, a written request for a conference shall be submitted to the Superintendent. This request should include: the specific nature of the complaint and a brief statement of the facts giving rise to it; the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely; the action that the complainant wishes taken; and the reasons why it is felt that such action should be taken.

Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the resolution.

D. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board action, the complainant shall request, in writing, a hearing before the Board and/or before a committee of the Board.

The complainant shall be advised, in writing, of the Board's decision, no more than thirty (30) business days following the hearing. The Board's decision will be *final* on the matter, and it will not provide a hearing to other complainants on the same issue.

**Matters Regarding an Administrative Staff Member**

Since administrators are considered members of the District's professional staff, the general procedure specified in "Matters Regarding a Professional Staff Member" shall be followed.

# policy

BOARD OF EDUCATION  
PLAIN LOCAL SCHOOL DISTRICT

RELATIONS  
9130/page 3 of 5  
Public Complaints

## Matters Regarding the Superintendent or Treasurer

Should the matter be a concern regarding the Superintendent or Treasurer that cannot be resolved through discussion with the Superintendent or Treasurer, the complainant may submit a written request to the Board President for a conference with the Board. This request shall include:

- A. The specific nature of the complaint and a brief statement of the facts giving rise to it;
- B. The respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
- C. The reason that the matter was not able to be resolved with the Superintendent or Treasurer;
- D. The action that the complainant wishes taken and the reasons why it is felt that such action should be taken.

The Board, after reviewing the request, may grant a hearing before the Board, or a committee of the Board, or refer the matter, if permitted by State law, to an executive session.

The complainant shall be advised, in writing, of the Board's decision within thirty (30) business days.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy.

# policy

BOARD OF EDUCATION  
PLAIN LOCAL SCHOOL DISTRICT

RELATIONS  
9130/page 4 of 5  
Public Complaints

## **Matters Regarding a Support Staff Member**

In the case of a support staff member, the same procedure is to be followed as for "Matters Regarding a Professional Staff Member." The complaint is to be directed, initially, toward the person's supervisor, and the matter then brought as required to higher levels in the same manner as prescribed for "Matters Regarding a Professional Staff Member."

## **Matters Regarding District Services or Operations**

If the request, suggestion, complaint, or grievance relates to a matter of District procedure or operation, it should be addressed, initially, to the building principal or the head of the classified department who is most directly concerned and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member."

## **Matters Regarding the Educational Program**

If the request, suggestion, complaint, or grievance relates to a matter of District program, it should be addressed, initially, to the building principal and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member."

## **Matters Regarding Instructional Materials**

If the request, suggestion, complaint, or grievance relates to instructional materials such as textbooks, library books, reference works, and other instructional aids used in the District, the following procedure shall be followed:

- A. The criticism is to be addressed to the Superintendent, in writing, and shall include author, title, publisher, the complainant's familiarity with the material objected to, sections objected to (by page and item), and reasons for objection.

# policy

BOARD OF EDUCATION  
PLAIN LOCAL SCHOOL DISTRICT

RELATIONS  
9130/page 5 of 5  
Public Complaints

- B. Upon receipt of the information, the Superintendent shall, after advising the Board of the complaint, appoint a review committee that may consist of: One (1) or more professional staff members including one (1) or more Board members and one (1) or more lay persons knowledgeable in the area.
- C. The committee, in evaluating the questioned material, shall be guided by the following criteria:
1. The appropriateness of the material for the age maturity level of the students with whom it is being used, the accuracy of the material, and the use being made of the material.
  2. The committee's recommendation shall be reported to the Superintendent in writing within thirty (30) business days following the formation of the committee. The Superintendent will advise the complainant, in writing, of the committee's recommendation and advise the Board of the action taken or recommended.
  3. The complainant may appeal this decision, within thirty (30) business days, to the Board through a written request to the Superintendent, who shall forward the request and all written material relating to the matter to the Board.
  4. The Board shall review the case in committee session and advise the complainant, in writing, of its decision within twenty (20) business days.
- D. The material in question may be withdrawn from use pending the committee's recommendation to the Superintendent.

No challenged material may be removed from the curriculum or from a collection of resource materials except by action of the Board, and no challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.

Revised 10/22/90; revised 12/19/91  
Reviewed April 1994; readopted May 1994  
Revised and readopted December 1997

APPENDIX C

EVALUATION FORM AS OF JUNE 2010

New Albany · Plain Local Schools  
 Observation and Evaluation Process

Teacher \_\_\_\_\_ Building \_\_\_\_\_

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

I. Attach "clinical" observation notes.		Unsatisfactory	Basic	Proficient	Distinguished
II. Evaluation summary					
<b>1. PLANNING AND PREPARATION</b>					
a. Demonstrating knowledge of content and pedagogy					
b. Demonstrating knowledge of students					
c. Selecting instructional goals					
d. Demonstrating knowledge of resources					
e. Designing coherent instruction					
f. Assessing student learning					
<b>2. THE CLASSROOM ENVIRONMENT</b>					
a. Creating an environment of respect and rapport					
b. Establishing a culture for learning					
c. Managing classroom procedures					
d. Managing student behavior					
e. Organizing physical space					
<b>3. INSTRUCTION</b>					
a. Communicating clearly and accurately					
b. Using questioning and discussion techniques					
c. Engaging students in learning					
d. Providing feedback to students					
e. Demonstrating flexibility and responsiveness					
<b>4. PROFESSIONAL RESPONSIBILITIES</b>					
a. Reflecting on teaching					
b. Maintaining accurate records					
c. Communicating with families					
d. Contributing to the school and district					
e. Growing and developing professionally					
f. Showing professionalism					

COMMENTS AND SIGNATURES: Use reverse side of form

10/27/97

839177v8

*Observation and Evaluation Process, page 2*

Evaluator's Comments:

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

Staff Member's Comments:

Staff Member: Please sign below to indicate that you have received a copy of this evaluation and that you have been notified of the placement of same in your personnel file. Your signature does not necessarily indicate agreement with the contents of the evaluation.

\_\_\_\_\_  
Staff Member's Signature

\_\_\_\_\_  
Date

Appendix C1  
 EVALUATION FORM as of OCTOBER 2011  
 New Albany • Plain Local Schools  
 Observation and Evaluation Process

Staff Member \_\_\_\_\_ Building \_\_\_\_\_

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

I. Attach "clinical" observation notes. II. Evaluation summary	Unsatis- factory	Basic	Profi- cient	Distin- guished
<b>1. PLANNING AND PREPARATION</b>				
a. Demonstrating knowledge of content and pedagogy				
b. Setting position specific goals				
c. Demonstrating knowledge of students				
d. Demonstrating knowledge of resources				
<b>2. THE SCHOOL ENVIRONMENT</b>				
a. Creating an environment of respect and rapport				
b. Supporting the learning environment through collaboration				
c. Managing position specific goals and responsibilities				
d. Managing student behavior				
e. Organizing physical space				
<b>3. DELIVERY OF SERVICES</b>				
a. Communicating clearly, consistently, and accurately				
b. Demonstrating flexibility and responsiveness				
c. Delivering effectively position specific services				
<b>4. PROFESSIONAL RESPONSIBILITIES</b>				
a. Reflecting on practice				
b. Maintaining accurate records				
c. Communicating with stakeholders				
d. Contributing to the school and district				
e. Developing professionally				
f. Showing professionalism				

COMMENTS AND SIGNATURES: Use reverse side of form

3/22/11

Evaluator's Comments:

---

Evaluator's Signature

---

Date

Staff Member's Comments:

Staff Member: Please sign below to indicate that you have received a copy of this evaluation and that you have been notified of the placement of same in your personnel file. Your signature does not necessarily indicate agreement with the contents of the evaluation.

---

Staff Member's Signature

---

Date

The following positions will be evaluated using rubric form C-1A of the evaluation tool:

School Psychologists  
Guidance Counselors  
Special Ed. Coordinators  
Special Ed. Facilitators  
Occupational Therapists  
Speech Pathologists

Assistive Technology  
Educational Technology  
Library/Media  
School Nurse

<b>DOMAIN 1: PLANNING AND PREPARATION</b> <b>Component 1a: Demonstrating Knowledge of Content and Pedagogy</b> <b>Elements:</b> <b>Knowledge of content * Knowledge of prerequisite relationships * Knowledge of content-related pedagogy</b>				
ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Knowledge of Content	Staff member makes content errors or does not correct content errors students make.	Staff member displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Staff member displays solid content knowledge and makes connection between the content and other parts of the discipline and other disciplines.	Staff member displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
	Staff member displays little understanding of prerequisite knowledge important for student learning of content.	Staff member indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Staff member's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Staff member actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	Staff member displays little understanding of pedagogical issues involved in student learning of the content.	Staff member displays basic pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices reflect current research on the best pedagogical practice within the discipline but without anticipating student misconceptions.	Staff member displays continuing search for best practice and anticipates student misconceptions.

C1-A

<b>DOMAIN1: PLANNING AND PREPARATION</b> <b>Component 1b: Setting Position Specific Goals</b> <b>Elements: *Job Specific,* Alignment with Strategic Plan * Evidence in Individual Professional Development Plan</b>				
ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Job Specific Goals	Staff member makes limited or no progress in the implementation of job specific goals.	Staff member develops and implements job specific goals without the input and/or cooperation of others.	Staff member develops and implements job specific goals through collaboration.	Staff member develops and implements job specific goals that move the department toward a vision of excellence through collaboration.
Alignment with Strategic Plan	Staff member has limited knowledge of the Strategic Plan and creates goals that are unaligned with the initiatives of the District.	Staff member demonstrates some awareness of the Strategic Plan and has made an attempt to align position goals with the initiatives of the District.	Staff member demonstrates awareness of the Strategic Plan and has aligned position goals with the initiatives of the District.	Staff member fully understands and aligns position goals with the Vision, Mission, and Promise of the Strategic Plan.
Evidence as Part of Individual Professional Development Plan	Staff member does not have a current approved Individual Professional Development Plan (IPDP) in place.	Staff member has an approved IPDP that is unaligned with the goals of the position and has a limited record of professional development.	Staff member has an approved IPDP that is aligned with job expectations and can demonstrate a record of professional development.	Staff member provides evidence of a current approved IPDP that demonstrates understanding of the position as well as a record of high quality professional development necessary to attain excellence.

C1-A

**DOMAIN 1: PLANNING AND PREPARATION**  
**Component 1c: Demonstrating Knowledge of Students**

**Elements:**

**Knowledge of characteristics (intellectual, social, and emotional) of age group \* Knowledge of students' varied approaches to learning \* Knowledge of students' skills and knowledge \* Knowledge of students' interests and cultural heritage**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Knowledge of Characteristics of Age Group	Staff member displays minimal knowledge of developmental characteristics of age group.	Staff member displays generally accurate knowledge of developmental characteristics of age group.	Staff member displays thorough understanding of typical developmental characteristics of age group as well as exceptions to general patterns.	Staff member displays knowledge of typical developmental characteristics of age group, exceptions to the patterns, and the extent to which each student follows patterns.
Knowledge of Students' Varied Approaches to Learning	Staff member is unfamiliar with the different approaches to learning that students exhibit, such as learning styles, modalities, and different "intelligences."	Staff member displays general understanding of the different approaches to learning that students exhibit.	Staff member displays solid understanding of the different approaches to learning that different students exhibit.	Staff member uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.
Knowledge of Students' Skills and Knowledge	Staff member displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valid.	Staff member recognizes the value of understanding students' skills and knowledge but displays this knowledge for the class only as a whole.	Staff member displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Staff member displays knowledge of students' skills and knowledge for each student, including those with special needs.
Knowledge of Students' Interests and Cultural Heritage	Staff member displays little or no knowledge of students' interests or cultural heritage and does not indicate that such knowledge is valuable.	Staff member recognizes the value of understanding students' interests or cultural heritage but displays this knowledge for the class only as a whole.	Staff member displays knowledge of the interests or cultural heritage of groups of students and recognizes the value of this knowledge.	Staff member displays knowledge of the interests or cultural heritage of each student.

**DOMAIN 1: PLANNING AND PREPARATION**  
**Component 1d: Demonstrating Knowledge of Resources**  
**Elements:**  
**Job specific resources \* Resources for students**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Job Specific Resources	Staff member is unaware of resources available through the school or district.	Staff member displays limited awareness of resources available through the school district.	Staff member is fully aware of all resources available through the school district.	In addition to being aware of school and district resources, staff member actively seeks other materials to enhance instruction, for example, from professional organizations or through the community.
Resources for Students	Staff member is unaware of resources available to assist students who need them.	Staff member displays limited awareness of resources available through the school or district.	Staff member is fully aware of all the resources available through the school or district and knows how to gain access for students.	In addition to being aware of school and district resources, the staff member is aware of additional resources available through the community.

C1-A

**DOMAIN 2: THE SCHOOL ENVIRONMENT**  
**Component: 2a: Creating an Environment of Respect and Rapport**  
**Elements:**  
**Teacher Interaction with students \* Student Interaction**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Staff Member Interaction with Students	Staff member interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for staff member.	Staff member-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for staff member.	Staff member-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for staff member.	Staff member demonstrates genuine caring and respect for individual students. Students exhibit respect for staff member as an individual, beyond that for the role.
Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate negative behavior toward others.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for others.

C1-A

<b>DOMAIN 2: THE SCHOOL ENVIRONMENT</b> <b>Component 2b: Supporting the Learning Community through Collaboration</b> <b>Elements:</b> <b>Collaboration with colleagues within Department * Collaboration with colleagues outside of Department</b>				
ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Collaboration with Colleagues within the Department	Staff member establishes no collaborative relationships with colleagues within the department and/or does not work with them to support the learning community.	Staff member establishes few collaborative relationships with colleagues within the department and/or works with them in limited ways to support the work of the learning community.	Staff member establishes collaborative relationships with colleagues within the department and works with them to support the work of the learning community.	Staff member establishes strong, collaborative relationships with colleagues within the department and works closely with them to support the work of the learning community in meaningful ways.
Collaboration with Colleagues outside the Department	Staff member establishes no collaborative relationships with colleagues outside of the department and/or does not work with them to support the work of the learning community.	Staff member establishes few collaborative relationships with colleagues outside of the department and/or works with them in limited ways to support the work of the learning community.	Staff member establishes collaborative relationships with colleagues outside of the department and works with them to support the work of the learning community.	Staff member establishes strong, collaborative relationships with multiple colleagues outside of the department and works closely with them to support the work of the learning community in meaningful ways.

C1-A

**Domain 2: The School Environment**  
**Component 2c: Managing Position Specific Goals and Responsibilities**  
**Elements:**  
**Implementation of Goals and Vision \* Management of Responsibility**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Implementation of Goals and Vision	Staff member is unaware of vision and goals for the position and does not work to implement them.	Staff member has a limited understanding of the vision and goals of the position and/or program and demonstrates partial implementation.	Staff member knows the vision and goals for the position and/or program and consistently works to implement them.	Staff member's daily actions are purposeful and linked to the goals and vision of their program/position. Goals can be measured and built upon.
Management of Responsibilities	Staff member handles responsibilities inefficiently and inconsistently.	Staff member shows occasional inconsistencies in responsibilities.	Staff member shows consistency and care for their responsibilities.	Staff member consistently and enthusiastically handles assigned responsibilities.

C1-A

**DOMAIN 2: THE SCHOOL ENVIRONMENT**  
**Component 2d: Managing Student Behavior**  
**Elements:**

**Expectations \* Monitoring of student behavior \* Response to student misbehavior**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of Student Behavior	Student behavior is not monitored, and staff member is unaware of what students are doing.	Staff member is generally aware of student behavior but may miss the activities of some students.	Staff member is alert to student behavior at all times.	Monitoring by staff member is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response to Student Misbehavior	Staff member does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Staff member attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior is generally appropriate.	Staff member response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Staff member response to misbehavior is highly effective and sensitive to students' individual needs, or student behavior is entirely appropriate.

C1-A

**DOMAIN 2: THE SCHOOL ENVIRONMENT**  
**Component 2e: Organizing Physical Space**  
**Elements:**  
**Safety and arrangement of furniture \* Management and use of physical resources**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Safety and Arrangement of Furniture	The work area is unsafe, or the furniture is not suited to the lesson activities, or both.	The work area is safe, and furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The work area is safe, and the furniture arrangement is conducive to learning and/or delivery of services.	The work area is safe, and the furniture arrangement enhances learning and/or delivery of services.
Management and Use of Physical Resources	Staff member manages or uses physical resources poorly.	Staff member manages or uses physical resources adequately.	Staff member manages or uses physical resources skillfully.	Staff member manages and uses physical resources optimally. Students and staff utilize physical resources appropriately.

C1-A

**DOMAIN 3: DELIVERY OF SERVICES**  
**Component 3a: Communicating Clearly, Consistently, and Accurately**  
**Elements:**  
**Directions and Procedures \* Oral and Written Language**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Directions and Procedures	Staff member's directions and procedures are confusing.	Staff member's directions and procedures are clarified after initial confusion or are excessively detailed.	Staff member's directions and procedures are clear and contain an appropriate level of detail.	Staff member's directions and procedures are clear and anticipate possible misunderstanding.
Oral and Written Language	Staff member's spoken language is inaudible and written language is illegible. Spoken and written language may contain many grammar and syntax errors. Vocabulary may be inappropriate, vague or used incorrectly.	Staff member's spoken language is audible and written language is legible. Both are used correctly. Vocabulary is correct but limited or is not appropriate.	Staff member's spoken and written language is clear and correct. Vocabulary is appropriate.	Staff member's spoken and written language is correct and expressive with well chosen vocabulary.

C1-A

**DOMAIN 3: DELIVERY OF SERVICES**  
**Component 3b: Demonstrating Flexibility and Responsiveness**  
**Elements: Assessing Student Needs \* Delivery of Services Adjustment \* Responsiveness to Students/Staff**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Assessing Student Needs	Staff member does not assess student needs, or the assessments result in inaccurate conclusions.	Staff member's assessment of student needs is superficial or incomplete.	Staff member thoroughly assesses student needs and knows the range of student needs in the school.	Staff member conducts detailed and individualized assessment of student needs to contribute to program planning.
Delivery of Service Adjustment	Staff member adheres rigidly to delivery of services even when change will clearly improve it.	Staff member attempts to adjust delivery of services with mixed results.	Staff member makes minor adjustments to the delivery of services and the adjustment occurs smoothly.	Staff member successfully makes adjustments to improve their delivery of services.
Responsiveness to Students and/or Staff	Staff member ignores or brushes aside questions or concerns.	Staff member attempts to accommodate questions or concerns.	Staff member successfully accommodates questions or concerns.	Staff member successfully accommodates questions and concerns and offers additional support.

C1-A

<b>DOMAIN 3: DELIVERY OF SERVICES</b>				
<b>Component 3c: Delivering Effectively Position Specific Services</b>				
<b>ELEMENT</b>	<b>LEVEL OF PERFORMANCE</b>			
	Unsatisfactory	Basic	Proficient	Distinguished
Delivery of position specific services	Staff member delivers inadequate position specific services.	Staff member delivers adequate position specific services with partial success.	Staff member delivers adequate position specific services with success.	Staff member delivers consistently high quality and comprehensive position specific services.

C1-A

**DOMAIN 4: PROFESSIONAL RESPONSIBILITIES**  
**Component 4a: Reflecting on Practice**  
**Elements: Accuracy of Information • Use in Future Programming**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Accuracy of Information	Staff member doesn't know if the service was effective or achieved its goals, and/ or profoundly misjudged the success of the interactions.	Staff member has a generally accurate impression of the services' effectiveness and the extent to which goals were met.	Staff member makes an accurate assessment of the services' effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Staff member makes a thoughtful and accurate assessment of the services' effectiveness and the extent to which it achieved its goals, citing many specific examples from the activity and weighing the relative strength of each.
Use in Future Programming	Staff member has no suggestions for how the service may be improved for another time.	Staff member makes a general suggestion about how the services may be improved.	Staff member makes a few discerning suggestions about how the service may look in the future.	Drawing on an extensive repertoire of skills, the staff member offers specific alternate actions, complete with probable success of different approaches.

C1-A

<b>DOMAIN 4: PROFESSIONAL RESPONSIBILITIES</b> <b>Component 4b: Maintaining Accurate Records</b> <b>Elements:</b> <b>System for maintenance of student records * Completeness and accuracy of records * Maintaining privacy and confidentiality</b>				
ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
System for Maintenance of Student Records	Staff member's system for maintaining records is in disarray.	Staff member's system for maintenance of records is rudimentary and only partially effective.	Staff member's system for maintaining records is effective.	Staff member's system for maintaining records is highly effective and is used to enhance delivery of services and communication.
Completeness and Accuracy of Records	Staff member has no system for maintaining information or the system is in disarray.	Staff member's system for maintaining information is rudimentary and partially effective.	Staff member's system for maintaining information is effective.	Staff member's system for maintaining information is highly effective.
Maintaining Privacy and Confidentiality	Staff member has no system for maintaining privacy and/or confidentiality.	Staff member's system for maintaining privacy and/or confidentiality is partially effective.	Staff member's system for maintaining privacy and/or confidentiality is effective.	Staff member's system for maintaining privacy and confidentiality is highly effective.

CI-A

**DOMAIN 4: PROFESSIONAL RESPONSIBILITIES**  
**Component 4c: Communicating with Stakeholders**  
**Elements:**

**Information about the related services \* Information about individual students \* Engagement of the stakeholders**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Information about the Related Services	Staff member provides minimal information to parents or staff as it relates to the services provided.	Staff member provides limited and not timely information to parents or staff as it relates to the services provided.	Staff member provides appropriate and somewhat timely information to parents or staff as it relates to the services provided.	Staff member provides timely and appropriate information to parents or staff as it relates to the services provided.
Information about Individual Students	Staff member provides minimal information to parents or staff and does not respond or responds insensitively.	Staff member provides limited and not timely information to parents or staff as it relates to the students.	Staff member provides appropriate and somewhat timely information to parents or staff as it relates to the students.	Staff member provides timely and appropriate information to parents or staff as it relates to the students. Response to concerns is handled with great sensitivity.
Engagement of Stakeholders	Staff member makes no attempt to engage stakeholders in the instructional programs or such attempts are inappropriate as it relates to the services provided.	Staff member makes modest and inconsistently successful attempts to engage stakeholders in the instructional program as it relates to the services provided.	Staff member's efforts to engage stakeholders in the related services are frequent and successful.	Staff member's efforts to engage stakeholders in the related services are frequent and successful. Stakeholders contribute ideas that will enhance the services provided.

C1-A

**DOMAIN 4: PROFESSIONAL RESPONSIBILITIES**  
**Component 4d: Contributing to the School and District**  
**Elements:**

**Relationships with colleagues \* Service to the school \* Participation in school and district projects**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Relationship with Colleagues	Staff member's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Staff member takes initiative in assuming leadership among the faculty.
Service to the School	Staff member avoids becoming involved in school events.	Staff member participates in school events when specifically asked.	Staff member volunteers to participate in school events, making a substantial contribution.	Staff member volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least some aspect of school life.
Participation in School and District Projects	Staff member avoids becoming involved in school and district projects.	Staff member participates in school and district projects when specifically asked.	Staff member volunteers to participate in school and district projects, making a substantial contribution.	Staff member volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

C1-A

**DOMAIN 4: PROFESSIONAL RESPONSIBILITIES**  
**Component 4e: Developing Professionally**  
**Elements:**  
**Enhancement of content knowledge and pedagogical skill \* Service to the profession**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Enhancement of Content Knowledge and Pedagogical Skill	Staff member engages in no professional development activities to enhance knowledge or skill.	Staff member participates in professional activities to a limited extent when they are convenient.	Staff member seeks out opportunities for professional developments to enhance content knowledge and pedagogical skill.	Staff member seeks out opportunities for professional development and makes a systematic attempt to enhance professional knowledge and skills.
Service to the Profession	Staff member makes no effort to share knowledge with others or to assume professional responsibilities.	Staff member finds limited ways to contribute to the profession.	Staff member participates actively in assisting other professional colleagues.	Staff member initiates important activities to contribute to the profession, such as mentoring new professionals, writing articles for publication, and making presentations.

C1-A

**DOMAIN 4: PROFESSIONAL RESPONSIBILITIES**  
**Component 4f: Showing Professionalism**  
**Elements:**  
**Service to students \* Advocacy \* Decision making**

ELEMENT	LEVEL OF PERFORMANCE			
	Unsatisfactory	Basic	Proficient	Distinguished
Service to Students	Staff member is not alert to students' needs.	Staff member's attempts to serve students are inconsistent.	Staff member is moderately active in serving students.	Staff member is highly proactive in serving students, seeking out resources when necessary.
Advocacy	Staff member contributes to school practices that result in some students being ill served by the school	Staff member does not knowingly contribute to some students being ill served by the school.	Staff member works within the context of a particular team or department to ensure that all students receive a fair opportunity to succeed.	Staff member makes a particular effort to challenge negative attitudes and helps ensure that all students, particularly those traditionally underserved, are honored in the school.
Decision Making	Staff member makes decisions based on self-serving interests.	Staff member's decisions are based on limited, though genuinely professional, considerations.	Staff member maintains an open mind and participates in team or departmental decision making.	Staff member takes a leadership role in team or departmental decision making and helps ensure that such decisions are based on the highest professional standards.
Professional Practice	Staff member is unaware of position specific professional standards.	Staff member's awareness of position specific professional standards is limited, Staff member does not always follow established standards.	Staff member displays an awareness of position specific professional standards which are reflected in their practice.	Staff member displays a full understanding of position specific professional standards which are reflected in their practice and advocates for their profession.

## APPENDIX D

### JOB SHARING GUIDELINES

A. A job sharing agreement for any two teachers may be entered into pursuant to these guidelines for a period that is as long as three school years in duration, and while any such agreement shall be subject to renewal or extension if and as approved pursuant to these guidelines. Teachers participating in job sharing (a) shall work the first and last days for teachers, the first and last days for students, two in-service days, two conference days, and a 50% schedule of all other teacher's contract days (i.e., two full days and one-half day per five-day week or such other 50% schedule as the Superintendent shall establish), provided that either teacher participating in job sharing may work a school day that s/he is not, but the other teacher so participating in job sharing with him/her is, scheduled to work if that other teacher agrees and then both teachers also agree to an equal exchange of days to be worked by that other teacher and (b) will receive 50% of a full-time salary. The Board further will provide fringe benefits as set forth below.

#### B. General Terms

1. Upon the acceptance of a job share proposal by the Superintendent, a teacher shall vacate his or her full-time position as of the date of the proposal's becoming operative. The job share position will be filled for one year. A job share teacher seeking to return to full-time employment the following year shall submit a written request for such employment to the Superintendent by no later than April 1. Unless the Board chooses not to discontinue the job sharing at the end of a school year, or if a job share teacher requests full-time employment for the following school year, and the position that the teacher formerly held has not been discontinued, that position will be declared vacant at the end of a school year, and the teacher will go into the pool of inside candidates to fill the position for the following school year. Unless the Board chooses not to discontinue the job sharing at the end of a school year, the same will occur with regard to the position formerly held by the teacher with whom a teacher requesting full-time employment has been job sharing; that is, that position will likewise be declared vacant if it has not been discontinued, and that other teacher, if he/she requests, will go into the pool of inside candidates to fill that position. The vacancy procedures in the Contract will be followed for all vacancies referenced in this paragraph, subject to the provisions of the next paragraph.
2. Subject to Section 9.06 of the Contract (reduction in force), if a job share teacher seeking to return to full-time employment holds a continuing contract or a limited contract with one or more years remaining, and the teacher is an unsuccessful bidder for his or her former position for the next school year, such teacher(s) will be offered reemployment; the same shall be true of any other job share teacher who has such a contractual status and who will not continue in the job sharing position for the next school year. Such an offer may be for either a part-time or full-time position, provided that if there is a full-time opening for a K-5 position after the vacancy provisions in the Contract have otherwise been followed, the teacher returning from

or otherwise not continuing in job sharing shall be offered same in order of seniority before an outside candidate unless there shall thereafter remain at least one other full-time K-5 position for the teacher to be offered.

3. Notwithstanding the previous two paragraphs or any other provision of this Memorandum, if a job share teacher does not have any subsequent years remaining on a limited contract, the Board reserves its discretion to non-renew the teacher in compliance with the terms of the Contract governing a non-renewal.
4. Subject to the contrary provision of the next paragraph concerning benefits resulting from additional days of teaching as a substitute, (1) while job sharing a teacher will accumulate district seniority of one-half year, and (2) service as a job share teacher shall not count as a step change under Section 9.01 of the Contract. Credit on the salary schedule shall be governed by Section 10.10 of the Contract. STRS benefits shall be accrued in accordance with state law.
5. If one of the teachers participating in job sharing is absent from school, the building principal shall have sole discretion to employ either the second job share teacher or another teacher as a substitute. If employed as a substitute for the first teacher, the second job share teacher shall be paid at the District's regular per diem substitute rate, and shall not be entitled to any benefits beyond those set forth in this Memorandum of Agreement unless the teacher is employed by the District for a minimum of one hundred and twenty (120) full days, in which case the teacher, while receiving no other increase in benefits for such substitute service, shall receive one full year of district seniority and one full year of service credit for the purposes of placement on the District's salary schedule. A job share teacher shall not be employed by the Board as a substitute for other teaching positions within the District and shall agree that he or she will not hold substitute employment in other districts while employed as a job share teacher.
6. If during a school year one of the teachers participating in job sharing resigns, is terminated from his or her position, or takes leave for the remainder of the school year, the Board may, in its discretion, either (1) return the other teacher to full-time status for the remainder of that school year or (2) follow the vacancy procedures in the Contract to fill the vacant part-time position for the remainder of that school year. If option (2) is selected, the teacher with whom the resigned or terminated teacher was job sharing shall proceed and be treated in accordance with paragraphs A through C above for the following year.

#### C. Job Sharing Proposals

1. Joint interview for hiring: The teachers requesting to job share will have a joint interview with the building principal. It is imperative that the teachers sharing a position be compatible. At the sole discretion of the building principal, a proposal may be recommended to the Superintendent for final approval.

2. There will be a meeting between the Association President and Superintendent (or their designees) to discuss each proposal for job sharing that is recommended to the Superintendent by the building principal, provided that the Superintendent shall have the final authority to approve or disapprove a job sharing proposal.

D. Fringe Benefits

1. Health Care Coverage: Hospital, medical surgical, and major medical insurance coverage at a level of 100% of the benefits afforded under the Contract for either single coverage or family coverage will be provided by the Board for job share teachers at the election of each such teacher, and the Board will pay 50% of what it would have paid for same as so elected for a teacher on a full-time schedule.
2. Dental Coverage: Dental coverage at a level of 100% of the benefits afforded under the Contract for either single coverage or family coverage will be provided by the Board for job share teachers at the election of each such teacher, and the Board will pay 50% of what it would have paid for same as so elected for a teacher on a full-time schedule.
3. Life Insurance Coverage: Life insurance coverage at a level of 50% of the benefits afforded under the Contract will be provided and fully paid by the Board for job share teachers.
4. Accumulation of Sick Days and Personal Days: Job share teachers will accumulate sick days and personal days at 50% of the rate of full-time teachers. Job share teachers shall be entitled to use one and one-half (1½) personal days per school year.
5. Leave Status/Continuous Service: Because job share teachers shall vacate their full-time positions, they will not be placed on part-time unpaid leave status during job sharing. However, job sharing teachers will not suffer a break in service for purposes of Section 9.06 of the Contract (reduction in force).
6. Professional Leave and Sabbatical Leave: Job share teachers shall not be entitled to receive professional leave and sabbatical leave.
7. STRS Pick-Up: The board will pay the STRS pick-up for job share teachers per Section 10.08 of the Contract.

E. Grievability

All decisions of the Superintendent or building principal regarding the recommendation or approval of proposed job sharing arrangements shall be final and not subject to the grievance procedures of the Contract, except as they conflict with the express provisions hereof.

APPENDIX E

SUPPLEMENTAL ACTIVITY REPORT FORM

Supplemental Activity Report Form Building \_\_\_\_\_

Activity \_\_\_\_\_ Name \_\_\_\_\_

I. Student Contact Time (beyond teacher contract day)  
Not applicable to position, check here \_\_\_\_\_

A. Number of student *meetings/practice* per week \_\_\_\_\_

B. Length of *meetings/practice* \_\_\_\_\_

Describe (what is taking place during meetings/practice & when these are held):

II. Event Time Not applicable to position, check here \_\_\_\_\_

A. Number of *performances, competitions, recognition events*, etc. \_\_\_\_\_

B. Length of *performances, competitions, recognition events*, etc. \_\_\_\_\_

Describe:

*Preparation Time (beyond teacher contract day)*  
Not applicable to position, check here \_\_\_\_\_

A. Number of *parent meetings* \_\_\_\_\_

B. Length of *parent meetings* \_\_\_\_\_

Describe (please do not include returning phone calls/email):

C. Number of other *meetings, training, event preparation*, etc. \_\_\_\_\_

D. Length of time spent on such events \_\_\_\_\_  
Describe (be sure to include time spent on budget, paperwork,  
fundraising, transportation, etc.):

**Total number of Preparation Hours** \_\_\_\_\_

**Instructional Responsibility**  
**Not applicable to position, check here** \_\_\_\_\_

Level of knowledge/expertise required of advisor to successfully accomplish supplemental goals.

1                      2                      3                      4                      5  
(minimal)            (limited)            (sufficient)        (high)            (exceptional)

Level of instruction given during supplemental activity.

1                      2                      3                      4                      5  
(minimal)            (limited)            (sufficient)        (high)            (exceptional)

Explain:

**Student Responsibility**  
**Not applicable to position, check here** \_\_\_\_\_

A. Number of students involved in activity. \_\_\_\_\_

B. **For assistant coaches:** Ratio of students: coaches (include head/assistants)

C. Level of **direct** supervision required to ensure **student safety/welfare**.

1                      2                      3                      4                      5  
(minimal)            (limited)            (sufficient)        (high)            (exceptional)

Explain:

***Personnel Responsibility***

**Not applicable to position, check here**

\_\_\_\_\_

A. Number of staff members to oversee  
(Please do not include volunteers)

\_\_\_\_\_

Explain (who/when/how/length of time):

APPENDIX F

SUPPLEMENTAL RUBRIC CONVERSION TABLE

<b><u>GROUP LEVEL</u></b>	<b><u>TOTAL POINTS</u></b>
GROUP I	AD & LPDC LICENSURE FACILITATOR
GROUP II	30, 29, 28
GROUP III	27, 26, 25
GROUP IV	24, 23, 22
GROUP V	21, 20, 19
GROUP VI	18, 17, 16
GROUP VII	15, 14
GROUP VIII	13, 12
GROUP IX	11, 10
GROUP X	9 and below

APPENDIX G  
HOSPITAL, MEDICAL SURGICAL, MAJOR MEDICAL BENEFITS



YOUR BENEFITS  
**Benefit Summary**

**Ohio - Choice Plus  
Traditional with Deductible - 20/300/80% Plan U5K Modified**

We know that when people know more about their health and health care, they can make better informed health care decisions. We want to help you understand more about your health care and the resources that are available to you.

- myuhc.com<sup>®</sup> – Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and much, much more.
- 24-hour nurse support – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- Customer Care telephone support – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

**PLAN HIGHLIGHTS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Annual Deductible</b>		
Individual Deductible	\$300 per year	\$600 per year
Family Deductible	\$900 per year	\$1,800 per year

- > Member Copayments do not accumulate towards the Deductible.
- > All individual Deductible amounts will count toward the family Deductible, but an individual will not have to pay more than the individual Deductible amount.

<b>Out-of-Pocket Maximum</b>		
Individual Out-of-Pocket Maximum	\$1,200 per year	\$2,400 per year
Family Out-of-Pocket Maximum	\$2,400 per year	\$4,800 per year

- > Member Copayments do not accumulate towards the Out-of-Pocket Maximum.
- > All individual Out-of-Pocket Maximum amounts will count toward the family Out-of-Pocket Maximum, but an individual will not have to pay more than the individual Out-of-Pocket Maximum amount.
- > The Out-of-Pocket Maximum includes the Annual Deductible.

**Warning:** If you or your family members are covered by more than one health care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and Hospitals, and it may be impossible to comply with both plans at the same time. Before you enroll in this plan, read all the rules very carefully and compare them with the rules of any other plan that covers you or your family.

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Certificate of Coverage (COC), the COC shall prevail. It is recommended that you review your COC for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

**OHXGLU5K07 Modified**

Item#	Rev. Date	Benefit Accumulator	
XXX-XXXX	0707_rev07	Calendar Year	PVN/Sep/Emb/53198

Benefits are underwritten by UnitedHealthcare Insurance Company

80% after Deductible has been met.

60% after Deductible has been met.

### Maximum Policy Benefit

The maximum amount we will pay during the entire period of time you are enrolled under the Policy.

Unlimited Combined Network and Non-Network Maximum

### Prescription Drug Benefits

Prescription drug benefits are shown under separate cover.

### Information on Benefit Limits

- > The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis.
- > All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Certificate of Coverage.
- > When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.

### MOST COMMONLY USED BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Physician's Office Services - Sickness and Injury</b>		
Primary Physician Office Visit	100% after you pay a \$20 Copayment per visit.	60% after Deductible has been met.
Allergy Injections	100% after you pay a \$5 Copayment per visit.	60% after Deductible has been met.
Specialist Physician Office Visit	100% after you pay a \$20 Copayment per visit.	60% after Deductible has been met.

➤ In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: CT, PET, MRI, Nuclear Medicine; Scopic Procedures; Surgery; Therapeutic Treatments.

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Preventive Care Services</b>		
Covered Health Services include but are not limited to:		
Primary Physician Office Visit Child Health Supervision Services are limited to: <ul style="list-style-type: none"> <li>• \$500 for Enrolled Dependent children from birth to age one.</li> <li>• \$150 per year for Enrolled Dependent children from age one to age nine.</li> </ul> Benefits for Child Health Supervision Services are not subject to payment of the Annual Deductible.	100% no coinsurance or copay	60% after Deductible has been met.
Specialist Physician Office Visit Child Health Supervision Services are limited to: <ul style="list-style-type: none"> <li>• \$500 for Enrolled Dependent children from birth to age one.</li> <li>• \$150 per year for Enrolled Dependent children from age one to age nine.</li> </ul> Benefits for Child Health Supervision Services are not subject to payment of the Annual Deductible.	100% no coinsurance or copay	
Lab, X-Ray or other preventive tests Benefits for Screening mammography performed within the State of Ohio shall not exceed one hundred thirty percent of the lowest Medicare reimbursement rate in Ohio for Screening Mammography or a component of Screening Mammography.	100% Deductible does not apply.	
<b>Urgent Care Center Services</b>		
	100% after you pay a \$35 Copayment per visit.	60% after Deductible has been met.
➤ In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: CT, PET, MRI, Nuclear Medicine; Scopic Procedures; Surgery; Therapeutic Treatments.		
<b>Emergency Health Services - Outpatient</b>		
	100% after you pay a \$150 Copayment per visit.	100% after you pay a \$150 Copayment per visit.  <i>Pre-service Notification is required if results in an Inpatient Stay.</i>
<b>Hospital - Inpatient Stay</b>		
	80% after Deductible has been met.	60% after Deductible has been met. <i>Pre-service Notification is required.</i>

**ADDITIONAL CORE BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Ambulance Service - Emergency and Non-Emergency</b>		
Ground Ambulance	80% after Deductible has been met.	80% after Network Deductible has been met.
Air Ambulance	80% after Deductible has been met.	80% after Network Deductible has been met.
	<i>Pre-service Notification is required for Non-Emergency Ambulance.</i>	<i>Pre-service Notification is required for Non-Emergency Ambulance.</i>
<b>Congenital Heart Disease (CHD) Surgeries</b>		
	80% after Deductible has been met.	60% after Deductible has been met.
		Benefits are limited to \$30,000 per surgery. This limit does not apply to the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities for newborns from birth to 31 days old.  <i>Pre-service Notification is required.</i>
<b>Dental Services - Accident Only</b>		
	80% after Deductible has been met.	80% after Network Deductible has been met.
<b>Diabetes Services</b>		
Diabetes Self Management and Training Diabetic Eye Examinations/Foot Care	<i>Pre-service Notification is required.</i>	<i>Pre-service Notification is required.</i>
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.	
Diabetes Self Management Items	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under Durable Medical Equipment and in the Outpatient Prescription Drug Rider.	
Benefits for diabetes equipment that meets the definition of Durable Medical Equipment are subject to the limit stated under Durable Medical Equipment.		<i>Pre-service Notification is required for Durable Medical Equipment and Diabetes Equipment in excess of \$1,000.</i>
<b>Benefits are limited as follows:</b>		
\$10,000 per year and are limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years.	80% after Deductible has been met.	60% after Deductible has been met.  <i>Pre-service Notification is required for Durable Medical Equipment in excess of \$1,000.</i>
<b>Hearing Aids</b>		
Benefits are limited as follows: \$5,000 per year and are limited to a single purchase (including repair/ replacement) every three years.	80% after Deductible has been met.	60% after Deductible has been met.

**ADDITIONAL CORE BENEFITS**

**YOUR BENEFITS**

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Home Health Care</b>		
Benefits are limited as follows: 60 visits per year	80% after Deductible has been met.	60% after Deductible has been met. <i>Pre-service Notification is required.</i>
<b>Hospice Care</b>		
	80% after Deductible has been met.	60% after Deductible has been met. <i>Pre-service Notification is required for Inpatient stays.</i>
<b>Lab, X-Ray and Diagnostics - Outpatient</b>		
For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.	100% Deductible does not apply.	60% after Deductible has been met.
<b>Lab, X-Ray and Major Diagnostics - CT, PET, MRI, MRA and Nuclear Medicine - Outpatient</b>		
	80% after Deductible has been met.	60% after Deductible has been met.
<b>Ostomy Supplies</b>		
Benefits are limited as follows: \$2,500 per year	80% after Deductible has been met.	60% after Deductible has been met.
<b>Pharmaceutical Products - Outpatient</b>		
This includes medications administered in an outpatient setting, in the Physician's Office and by a Home Health Agency.	80% after Deductible has been met.	60% after Deductible has been met.
<b>Physician Fees for Surgical and Medical Services</b>		
	80% after Deductible has been met.	60% after Deductible has been met.
<b>Pregnancy - Maternity Services</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.  For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.	<i>Pre-service Notification is required if the Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.</i>
<b>Private Duty Nursing</b>		
Benefits are limited as follows: 365 visits per year Benefits are further limited to a maximum of \$50,000 per year and \$100,000 per lifetime.	80% after Deductible has been met.  <i>Pre-service Notification is required.</i>	60% after Deductible has been met.  <i>Pre-service Notification is required.</i>
<b>Prosthetic Devices</b>		
Benefits are limited as follows: \$10,000 per year and are limited to a single purchase of each type of prosthetic device every three years.	80% after Deductible has been met.	60% after Deductible has been met.
<b>Reconstructive Procedures</b>		
	Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.  <i>Pre-service Notification is required.</i>	

## ADDITIONAL CORE BENEFITS

Types of Coverage	Network Benefits	Non-Network Benefits
<b>Rehabilitation Services - Outpatient Therapy and Manipulative Treatment</b>		
Benefits are limited as follows:	100% after you pay a \$20 Copayment per visit.	60% after Deductible has been met.
<ul style="list-style-type: none"> <li>20 visits of manipulative treatment</li> <li>30 visits of physical therapy</li> <li>30 visits of occupational therapy</li> <li>20 visits of speech therapy</li> <li>20 visits of pulmonary rehabilitation</li> <li>36 visits of cardiac rehabilitation</li> <li>30 visits of post-cochlear implant aural therapy</li> </ul>		<i>Pre-service Notification is required for certain services.</i>
<b>Scopic Procedures - Outpatient Diagnostic and Therapeutic</b>		
Diagnostic scopic procedures include, but are not limited to:	80% after Deductible has been met.	60% after Deductible has been met.
<ul style="list-style-type: none"> <li>Colonoscopy</li> <li>Sigmoidoscopy</li> <li>Endoscopy</li> </ul>		
For Preventive Scopic Procedures, refer to the Preventive Care Services category.		
<b>Skilled Nursing Facility / Inpatient Rehabilitation Facility Services</b>		
Benefits are limited as follows:	80% after Deductible has been met.	60% after Deductible has been met.
180 days per year		<i>Pre-service Notification is required.</i>
<b>Surgery - Outpatient</b>		
	80% after Deductible has been met.	60% after Deductible has been met.
<b>Therapeutic Treatments - Outpatient</b>		
Therapeutic treatments include, but are not limited to:	80% after Deductible has been met.	60% after Deductible has been met.
<ul style="list-style-type: none"> <li>Dialysis</li> <li>Intravenous chemotherapy or other intravenous infusion therapy</li> <li>Radiation oncology</li> </ul>		<i>Pre-service Notification is required for certain services.</i>
<b>Transplantation Services</b>		
	100% Deductible does not apply.	60% after Deductible has been met.
	For Network Benefits, services must be received at a Designated Facility.	Benefits are limited to \$30,000 per Transplant.
	<i>Pre-service Notification is required.</i>	<i>Pre-service Notification is required.</i>
<b>Vision Examinations</b>		
Benefits are limited as follows:	100% after you pay a \$20 Copayment per visit	60% after Deductible has been met.
1 exam every year		

Types of Coverage	Network Benefits	Non-Network Benefits
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<b>Clinical Trials</b>		
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<p>Participation in a qualifying clinical trial for the treatment of:</p> <ul style="list-style-type: none"> <li>Cancer</li> <li>Cardiovascular (cardiac/stroke)</li> <li>Surgical musculoskeletal disorders of the spine, hip and knees</li> </ul> <p>Benefits for Covered Health Services that are provided by a non-Network provider who does not agree to accept the Network level of reimbursement are limited to \$10,000 per clinical trial. This reimbursement provision does not apply to cancer clinical trials.</p>	<p>Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary.</p>	
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*Pre-service Notification is required.*

*Pre-service Notification is required.*

<b>Mental Health Services</b>		
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Depending upon where the Covered Health Service is provided, Benefits for outpatient Mental Health Services will be the same as those stated under Physician's Office Services – Sickness and Injury, and Benefits for inpatient/intermediate Mental Health Services will be the same as those stated under Hospital – Inpatient Stay in this Benefit Summary. For Biologically Based Mental Illness, Benefits for Prescription Drug Products will be the same as those stated in the Outpatient Prescription Drug Rider.

<b>Neurobiological Disorders – Autism Spectrum Disorder Services</b>		
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Depending upon where the Covered Health Service is provided, Benefits for outpatient Neurobiological Services – Autism Spectrum Disorder Services will be the same as those stated under Physician's Office Services – Sickness and Injury, and Benefits for inpatient/intermediate Neurobiological Services – Autism Spectrum Disorder Services will be the same as those stated under Hospital – Inpatient Stay in this Benefit Summary.

<b>Substance Use Disorder Services</b>		
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Depending upon where the Covered Health Service is provided, Benefits for outpatient Substance Use Disorder Services will be the same as those stated under Physician's Office Services – Sickness and Injury, and Benefits for inpatient/intermediate Substance Use Disorder Services will be the same as those stated under Hospital – Inpatient Stay in this Benefit Summary.

This Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Certificate of Coverage (COC), the COC shall prevail. It is recommended that you review your COC for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

It is recommended that you review your COC for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.



YOUR BENEFITS  
**Benefit Summary**  
**Outpatient Prescription Drug**  
**Ohio**  
**10/20/30 Plan 0K9 Modified**

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List (PDL) Management Committee has assigned the Prescription Drug Product. All Prescription Drug Products on the Prescription Drug List are assigned to Tier 1, Tier 2 or Tier 3. Find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging on to [www.myuhc.com](http://www.myuhc.com)® or calling the Customer Care number on your ID card.

**Annual Drug Deductible - Network and Non-Network**

Individual Deductible	No Deductible
Family Deductible	No Deductible

**Out-of-Pocket Drug Maximum - Network and Non-Network**

Individual Out-of-Pocket Maximum	No Out-of-Pocket Drug Maximum
Family Out-of-Pocket Maximum	No Out-of-Pocket Drug Maximum

Tier Level	Retail Up to 31-day supply		*Mail Order Up to 90-day supply
	Network	Non-Network	Network
Tier 1	\$10	\$10	\$25
Tier 2	\$20	\$20	\$50
Tier 3	\$30	\$30	\$75

\* Only certain Prescription Drug Products are available through mail order; please visit [www.myuhc.com](http://www.myuhc.com) or call Customer Care at the telephone number on the back of your ID card for more information.

Note: If you purchase a Prescription Drug Product from a Non-Network Pharmacy, you are responsible for any difference between what the Non-Network Pharmacy charges and the amount we would have paid for the same Prescription Drug Product dispensed by a Network Pharmacy.

This summary of Benefits is intended only to highlight your Benefits for Outpatient Prescription Drug Products and should not be relied upon to determine coverage. Your plan may not cover all of your Outpatient Prescription Drug expenses. Please refer to your Outpatient Prescription Drug Rider and Certificate of Coverage for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Outpatient Prescription Drug Rider or the Certificate of Coverage, the Outpatient Prescription Drug Rider and Certificate of Coverage shall prevail.

**OHXRP0K907 Modified**  
**Item# Rev. Date**  
 XXX-XXXX 0707\_rev02

Benefits are underwritten by UnitedHealthcare Insurance Company

You are responsible for paying the lower of the applicable Copayment and/or Coinsurance or the retail Network Pharmacy's Usual and Customary Charge, or the lower of the applicable Copayment and/or Coinsurance or the mail order Network Pharmacy's Prescription Drug Cost.

For a single Copayment and/or Coinsurance, you may receive a Prescription Drug Product up to the stated supply limit. Some products are subject to additional supply limits.

Specialty Prescription Drug Products supply limits are as written by the provider, up to a consecutive 31-day supply of the Specialty Prescription Drug Product, unless adjusted based on the drug manufacturer's packaging size, or based on supply limits. Supply limits apply to Specialty Prescription Drug Products whether obtained at a retail pharmacy or through a mail order pharmacy.

Some Prescription Drug Products or Pharmaceutical Products for which Benefits are described under the Prescription Drug Rider or Certificate are subject to step therapy requirements. This means that in order to receive Benefits for such Prescription Drug Products or Pharmaceutical Products you are required to use a different Prescription Drug Product(s) or Pharmaceutical Product(s) first.

Also note that some Prescription Drug Products require that you notify us in advance to determine whether the Prescription Drug Product meets the definition of a Covered Health Service and is not Experimental, Investigational or Unproven.

If you require certain Prescription Drug Products, we may direct you to a Designated Pharmacy with whom we have an arrangement to provide those Prescription Drug Products. If you are directed to a Designated Pharmacy and you choose not to obtain your Prescription Drug Product from the Designated Pharmacy, you will be subject to the Non-Network Benefit for that Prescription Drug Product.

APPENDIX H

DENTAL BENEFITS

# Dental Benefits

Savings, flexibility and service. For healthier smiles.



Plan Design for: New Albany Plain Local School District

Original Plan Effective Date: 07/01/2010

For the savings you need, the flexibility you want and service you can trust. To help you enroll, the following pages outline your company's dental plan and address any questions you may have.

Coverage Type	In-Network <sup>1</sup>	Out-of-Network <sup>1</sup>
Type A - Preventive	100% of PDP Fee <sup>2</sup>	100% of R&C Fee <sup>4</sup>
Type B - Basic Restorative	80% of PDP Fee	80% of R&C Fee
Type C - Major Restorative	60% of PDP Fee	60% of R&C Fee
Type D - Orthodontia	60% of PDP Fee	60% of R&C Fee
Deductible	In-Network <sup>3a</sup>	Out-of-Network <sup>3b</sup>
Individual	\$25	\$25
Family	\$75	\$75
Annual Maximum Benefits	In-Network	Out-of-Network
Per Person	\$1500	\$1500
Orthodontia Lifetime Maximum	\$1000	\$1000
Ortho Applies to Adult & Child		

- "In-Network Benefits" means benefits under this plan for covered dental services that are provided by a MetLife PDP Dentist. "Out-of-Network Benefits" means benefits under this plan for covered dental services that are not provided by a MetLife PDP Dentist.
- PDP Fee refers to the fees that MetLife PDP dentists have agreed to accept as payment in full.
- a. Applies to Type B & C services only      3b. Applies to Type B & C services only
- Out-of-network benefits are payable for services rendered by a dentist who is not a participating provider. The Reasonable and Customary charge is based on the lowest of:
  - The dentist's actual charge (the 'Actual Charge'),
  - The dentist's usual charge for the same or similar services (the 'Usual Charge') or
  - The usual charge of most dentists in the same geographic area for the same or similar services as determined by MetLife (the 'Customary Charge'). For your plan, the Customary Charge is based on the 90th Percentile. Services must be necessary in terms of generally accepted dental standards.

**An Example of Savings When You Visit a MetLife PDP Dentist**  
Take a look at an example\* that shows how receiving services from a MetLife PDP dentist can save you money:

Your Dentist says you need a Crown, Type C Service \*  
PDP Fee: \$550.00    R&C Fee: \$750.00  
Dentist's Usual Fee: \$800.00

\* Please note: this example assumes that your annual deductible has been met.

(IN-NETWORK) When you receive care from a MetLife PDP dentist...	
The PDP Fee is:	\$550.00
Your Plan Pays: (60% x \$550.00 PDP Fee)	- \$330.00
Your Out-of-Pocket Cost:	\$220.00

Non Student / Student Age Limit: 24

**LIST OF COVERED SERVICES AND LIMITATIONS\***

<b>Type A - Preventive</b>	<b>How Many / How Often</b>
Prophylaxis - Cleanings Oral Examinations Topical Fluoride Applications Full Mouth X-Rays Bitewing X-Rays (Adult/Child) Space Maintainers Sealants	<ul style="list-style-type: none"> <li>- 2 cleanings in 12 months.</li> <li>- 3 oral exams in 1 year.</li> <li>- 2 fluoride treatments in 12 months for dependent children up to 19th birthday.</li> <li>- 1 full mouth x-ray in 60 months.</li> <li>- Adult - 1 time in 12 months / Child - 1 time in 12 months up to 14th birthday.</li> <li>- Space Maintainers for dependent children up to 16th birthday. Limited to 1 per lifetime per area.</li> <li>- 1 sealant per permanent 1st &amp; 2nd non-restored molar in 60 months of a dependent child up to 16th birthday.</li> </ul>
<b>Type B - Basic Restorative</b>	<b>How Many / How Often</b>
Endodontics - Root Canal General Anesthesia Oral Surgery (Simple Extractions) Oral Surgery (Surgical Extractions) Other Oral Surgery Periodontal Surgery Periodontal Scaling & Root Planing Periodontal Maintenance Amalgam & Composite Fillings Consultations Emergency Palliative Treatment	<ul style="list-style-type: none"> <li>- Root Canal treatment limited to 1 per tooth per lifetime.</li> <li>- When dentally necessary in connection with oral surgery, extractions or other covered dental Services.</li> <li>- 1 per quadrant in any 36 month period.</li> <li>- 1 per quadrant in any 24 month period.</li> <li>- 4 periodontal treatments in 1 year, includes 2 cleanings.</li> <li>- 1 per 24 months. Composite Fillings covered on all teeth.</li> <li>- 1 per 12 months.</li> </ul>
<b>Type C - Major Restorative</b>	<b>How Many / How Often</b>
Repairs Implants Bridges Dentures  Crowns/Inlays/Onlays  Prefabricated Stainless Steel & Resin Crowns	<ul style="list-style-type: none"> <li>- 1 per 12 months.</li> <li>- Services: 1 per tooth position in 10 years. Repairs: 1 time in 10 years.</li> <li>- Replacement of non-serviceable fixed bridgework if installed more than 5 years prior to replacement.</li> <li>- Replacement of a non-serviceable removable partial denture or removable full denture if installed more than 5 years prior to replacement.</li> <li>- Replacement of any cast restorations with the same or a different type of cast restoration but not more than one replacement the same tooth surface within 5 years of a prior replacement.</li> <li>- Not more than one replacement the same tooth surface within 5 years of a prior replacement.</li> </ul>
<b>Type D - Orthodontia</b>	<b>How Many / How Often</b>
	<ul style="list-style-type: none"> <li>- Dependent children are covered up to 19th birthday.</li> <li>- All dental procedures performed in connection with orthodontic treatment are payable as Orthodontia.</li> <li>- Payments are on a repetitive basis.</li> <li>- Benefit for initial placement of the appliance will be made representing 20% of the total benefit.</li> <li>- Orthodontic benefits end at cancellation of coverage.</li> </ul>

\* **Alternate Benefits:** Your dental plan provides that where two or more professionally acceptable dental treatments for a dental condition exist, your plan bases reimbursement, and the associated procedure charge, on the least costly treatment alternative. If you and your dentist have agreed on a treatment which is more costly than the treatment upon which the plan benefit is based, your actual out-of-pocket expense will be: the procedure charge for the treatment upon which the plan benefit is based, plus the full difference in cost between the scheduled PDP fee or, if non PDP, the actual charge, for the service actually rendered and the scheduled PDP fee or RBC fee (if non PDP) for the service upon which the plan benefit is based. To avoid any misunderstandings, we suggest you discuss treatment options with your dentist before services are rendered, and obtain a pre-treatment estimate of benefits prior to receiving certain high cost services such as crowns, bridges or dentures. You and your dentist will each receive an Explanation of Benefits (EOB) outlining the services provided, your plan's reimbursement for those services, and your out-of-pocket expense. Procedure charge schedules are subject to change each plan year. You can obtain an updated procedure charge schedule for your area via fax by calling 1-800-942-0854 and using the MetLife Dental Automated Information Service.

The service categories and plan limitations shown above represent an overview of your Plan of Benefits. This document presents many services within each category, but is not a complete description of the Plan. Please see your Plan description for complete details. In the event of a conflict with this summary, the terms of the certificate will govern. Like most group dental insurance policies, MetLife group policies contain certain exclusions, limitations and waiting periods and terms for keeping them in force. Please contact MetLife for details.

APPENDIX I

VISION  
BENEFITS

**VISIONPLUS™**

Renewal Exhibit

Proposal For: Plain Local New Albany Schools  
 Coverage Effective Date: September 1, 2008  
 Number of Employees: 212 Total/ 94 employee /118 family  
 Type of Coverage: Contributory (Materials Only)/ 60%  
**PARTICIPATION REQUIRED**

*Plan Basics:* The plan allows a pair of lenses and a frame once every twelve months, as shown below. There is no coverage for eye examinations under the plan. Contact lens allowance replaces benefits for lenses & frame. Materials deductibles, if any, are also shown below along with premium rates.

*Participating Provider or Panel Schedule of Benefits:* Reimbursement is made directly to the participating provider. Basic lenses with no lens extras are covered in full after the deductibles are paid, if any. "Basic lenses" means one pair of single vision bifocal or trifocal lenses in glass or plastic. Frames are covered up to the allowance, after deductibles are paid. The materials deductible does not apply to contact lenses and lenses and frames received during the same visit are subject to one materials deductible only.

Retail Frame Allowance:	\$75.00
Elective Contacts (in lieu of materials only):	\$100.00
Medically Necessary Contacts:	Covered (w/approval)
Covered Extras:	Pink #1 & #2 Solid Tints Ground-in Prisms

*Indemnity or Non-Panel Schedule of Benefits:* Reimbursement made directly to the member based on submitted paid receipts. Deductibles apply and lenses are per pair.

Examination	Not covered	Trifocal Lenses	\$50.00
Single Vision Lenses	\$25.00	Lenticular Lenses	\$80.00
Bifocal Lenses	\$40.00	Frames, up to:	\$30.00
Contact Lenses (in lieu of materials only):			
Cosmetic Contacts	\$80.00		
Necessary Contacts	\$160.00		

**RATES:**

PLAN	DEDUCTIBLES	SINGLE	FAMILY	RATE
FREQUENCY	Exam	RATE	RATE	GUARANTEE
(exam/lenses/frame)	Materials			
Not Covered/12/12	Not covered \$15.00	\$4.45	\$11.63	12 months

**UNDERWRITING GUIDELINES:**

1. Participation requirements: Rates assume that 60% of all eligible employees will participate.
2. Rates are based on the Employer paying at least 40% of the monthly premium.
3. Rates are valid only for the requested effective date and are valid for ninety days from the date of issuance of this proposal. (90 days from "Proposal Date" listed above.)
4. Final rates will be based upon the plan selected, census of employees and dependents enrolling for coverage, and the overall acceptability of the group. Rates are not final until you receive an acceptance letter from VisionPlus™.
5. The above rates do not include the premium assessment, which is billed monthly.

*Underwritten by: Medical Benefits Mutual Life Insurance Co.*

VisionPlus of America, Inc.  
 P.O. Box 1260, Newark, Ohio 43055 • 800-252-3447 • Fax: 740-522-7330  
 www.visplus.com • marketing@visplus.com

APPENDIX J

2011-2012 TEACHERS' SALARY INDEX

Years of Experience	BA	BA + 20	MA	MA + 15	MA + 30	MA + 45
0	1.000	1.040	1.119	1.1460	1.173	1.200
1	1.020	1.084	1.168	1.1975	1.227	1.254
2	1.060	1.128	1.217	1.2490	1.281	1.308
3	1.100	1.172	1.266	1.3005	1.335	1.362
4	1.140	1.216	1.315	1.3520	1.389	1.416
5	1.180	1.260	1.370	1.4095	1.449	1.476
6	1.220	1.304	1.419	1.4610	1.503	1.530
7	1.260	1.348	1.468	1.5125	1.557	1.584
8	1.300	1.392	1.517	1.5640	1.611	1.638
9	1.340	1.436	1.566	1.6155	1.665	1.692
10	1.380	1.480	1.621	1.6730	1.725	1.752
11	1.420	1.524	1.670	1.7245	1.779	1.806
12	1.460	1.568	1.719	1.7760	1.833	1.860
13	1.500	1.612	1.768	1.8275	1.887	1.914
14	1.540	1.656	1.817	1.8790	1.941	1.968
15	1.580	1.700	1.872	1.9365	2.001	2.028
16	1.620	1.744	1.921	1.9880	2.055	2.082
17	1.640	1.764	1.941	2.0080	2.075	2.102
18	1.640	1.764	1.941	2.0080	2.075	2.102
19	1.640	1.764	1.941	2.0080	2.075	2.102
20	1.660	1.788	1.976	2.0455	2.115	2.142
21	1.680	1.808	1.996	2.0655	2.135	2.162
22	1.680	1.808	1.996	2.0655	2.135	2.162
23	1.680	1.808	1.996	2.0655	2.135	2.162
24	1.680	1.808	1.996	2.0655	2.135	2.162
25	1.700	1.832	2.031	2.1035	2.175	2.202
26	1.720	1.852	2.051	2.1235	2.195	2.222

APPENDIX J-1

2012-2013 TEACHERS' SALARY INDEX

Years of Experience	BA	BA + 20	MA	MA + 15	MA + 30	MA + 45
0	1.000	1.020	1.099	1.1260	1.153	1.180
1	1.020	1.064	1.148	1.1775	1.207	1.234
2	1.040	1.108	1.197	1.2290	1.261	1.288
3	1.080	1.152	1.246	1.2805	1.315	1.342
4	1.120	1.196	1.295	1.3320	1.369	1.396
5	1.160	1.240	1.350	1.3895	1.429	1.456
6	1.200	1.284	1.399	1.4410	1.483	1.510
7	1.240	1.328	1.448	1.4925	1.537	1.564
8	1.280	1.372	1.497	1.5440	1.591	1.618
9	1.320	1.416	1.546	1.5955	1.645	1.672
10	1.360	1.460	1.601	1.6530	1.705	1.732
11	1.400	1.504	1.650	1.7045	1.759	1.786
12	1.440	1.548	1.699	1.7560	1.813	1.840
13	1.480	1.592	1.748	1.8075	1.867	1.894
14	1.520	1.636	1.797	1.8590	1.921	1.948
15	1.560	1.680	1.852	1.9165	1.981	2.008
16	1.600	1.724	1.901	1.9680	2.035	2.062
17	1.620	1.744	1.921	1.9880	2.055	2.082
18	1.640	1.764	1.941	2.0080	2.075	2.102
19	1.640	1.764	1.941	2.0080	2.075	2.102
20	1.640	1.768	1.956	2.0255	2.095	2.122
21	1.660	1.788	1.976	2.0455	2.115	2.142
22	1.680	1.808	1.996	2.0655	2.135	2.162
23	1.680	1.808	1.996	2.0655	2.135	2.162
24	1.680	1.808	1.996	2.0655	2.135	2.162
25	1.680	1.812	2.011	2.0835	2.155	2.182
26	1.700	1.832	2.031	2.1035	2.175	2.202
27	1.720	1.852	2.051	2.1235	2.195	2.222

APPENDIX J-2

2013-2014 TEACHERS' SALARY INDEX

Years of Experience	BA	BA + 20	MA	MA + 15	MA + 30	MA + 45
0	1.000	1.020	1.079	1.1060	1.133	1.160
1	1.020	1.044	1.128	1.1575	1.187	1.214
2	1.040	1.088	1.177	1.2090	1.241	1.268
3	1.060	1.132	1.226	1.2605	1.295	1.322
4	1.100	1.176	1.275	1.3120	1.349	1.376
5	1.140	1.220	1.330	1.3695	1.409	1.436
6	1.180	1.264	1.379	1.4210	1.463	1.490
7	1.220	1.308	1.428	1.4725	1.517	1.544
8	1.260	1.352	1.477	1.5240	1.571	1.598
9	1.300	1.396	1.526	1.5755	1.625	1.652
10	1.340	1.440	1.581	1.6330	1.685	1.712
11	1.380	1.484	1.630	1.6845	1.739	1.766
12	1.420	1.528	1.679	1.7360	1.793	1.820
13	1.460	1.572	1.728	1.7875	1.847	1.874
14	1.500	1.616	1.777	1.8390	1.901	1.928
15	1.540	1.660	1.832	1.8965	1.961	1.988
16	1.580	1.704	1.881	1.9480	2.015	2.042
17	1.600	1.724	1.901	1.9680	2.035	2.062
18	1.620	1.744	1.921	1.9880	2.055	2.082
19	1.640	1.764	1.941	2.0080	2.075	2.102
20	1.640	1.768	1.956	2.0255	2.095	2.122
21	1.640	1.768	1.956	2.0255	2.095	2.122
22	1.660	1.788	1.976	2.0455	2.115	2.142
23	1.680	1.808	1.996	2.0655	2.135	2.162
24	1.680	1.808	1.996	2.0655	2.135	2.162
25	1.680	1.812	2.011	2.0835	2.155	2.182
27	1.700	1.832	2.031	2.1035	2.175	2.202
28	1.720	1.852	2.051	2.1235	2.195	2.222

APPENDIX K

2011-12 TEACHERS' SALARY SCHEDULE

Years of Experience	BA	BA + 20	MA	MA + 15	MA + 30	MA + 45
0	41,614	43,279	46,566	47,690	48,813	49,937
1	42,446	45,110	48,605	49,833	51,060	52,184
2	44,111	46,941	50,644	51,976	53,308	54,431
3	45,775	48,772	52,683	54,119	55,555	56,678
4	47,440	50,603	54,722	56,262	57,802	58,925
5	49,105	52,434	57,011	58,655	60,299	61,422
6	50,769	54,265	59,050	60,798	62,546	63,669
7	52,434	56,096	61,089	62,941	64,793	65,917
8	54,098	57,927	63,128	65,084	67,040	68,164
9	55,763	59,758	65,168	67,227	69,287	70,411
10	57,427	61,589	67,456	69,620	71,784	72,908
11	59,092	63,420	69,495	71,763	74,031	75,155
12	60,756	65,251	71,535	73,906	76,278	77,402
13	62,421	67,082	73,574	76,050	78,526	79,649
14	64,086	68,913	75,613	78,193	80,773	81,896
15	65,750	70,744	77,901	80,586	83,270	84,393
16	67,415	72,575	79,941	82,729	85,517	86,640
17	68,247	73,407	80,773	83,561	86,349	87,473
18	68,247	73,407	80,773	83,561	86,349	87,473
19	68,247	73,407	80,773	83,561	86,349	87,473
20	69,079	74,406	82,229	85,121	88,014	89,137
21	69,912	75,238	83,062	85,954	88,846	89,970
22	69,912	75,238	83,062	85,954	88,846	89,970
23	69,912	75,238	83,062	85,954	88,846	89,970
24	69,912	75,238	83,062	85,954	88,846	89,970
25	70,744	76,237	84,518	87,535	90,510	91,634
26	71,576	77,069	85,350	88,367	91,343	92,466
27	71,576	77,069	85,350	88,367	91,343	92,466
28	71,576	77,069	85,350	88,367	91,343	92,466
29	71,576	77,069	85,350	88,367	91,343	92,466
30	71,576	77,069	85,350	88,367	91,343	92,466

Ph.D.: Additional \$500 Stipend

APPENDIX L

2012-13 TEACHERS' SALARY SCHEDULE

Years of Experience	BA	BA + 20	MA	MA + 15	MA + 30	MA + 45
0	42,030	42,871	46,191	47,326	48,461	49,596
1	42,871	44,720	48,251	49,491	50,730	51,865
2	43,711	46,569	50,310	51,655	53,000	54,135
3	45,393	48,419	52,370	53,820	55,270	56,404
4	47,074	50,268	54,429	55,984	57,539	58,674
5	48,755	52,117	56,741	58,401	60,061	61,196
6	50,436	53,967	58,800	60,565	62,331	63,466
7	52,117	55,816	60,860	62,730	64,600	65,735
8	53,799	57,665	62,919	64,895	66,870	68,005
9	55,480	59,515	64,979	67,059	69,140	70,274
10	57,161	61,364	67,290	69,476	71,661	72,796
11	58,842	63,213	69,350	71,640	73,931	75,066
12	60,523	65,063	71,409	73,805	76,201	77,335
13	62,205	66,912	73,469	75,970	78,470	79,605
14	63,886	68,761	75,528	78,134	80,740	81,875
15	65,567	70,611	77,840	80,551	83,262	84,397
16	67,248	72,460	79,899	82,715	85,531	86,666
17	68,089	73,301	80,740	83,556	86,372	87,507
18	68,929	74,141	81,581	84,397	87,213	88,347
19	68,929	74,141	81,581	84,397	87,213	88,347
20	68,929	74,309	82,211	85,132	88,053	89,188
21	69,770	75,150	83,052	85,973	88,894	90,029
22	70,611	75,991	83,892	86,813	89,734	90,869
23	70,611	75,991	83,892	86,813	89,734	90,869
24	70,611	75,991	83,892	86,813	89,734	90,869
25	70,611	76,159	84,523	87,570	90,575	91,710
26	71,451	76,999	85,363	88,410	91,416	92,550
27	72,292	77,840	86,204	89,251	92,256	93,391
28	72,292	77,840	86,204	89,251	92,256	93,391
29	72,292	77,840	86,204	89,251	92,256	93,391
30	72,292	77,840	86,204	89,251	92,256	93,391

Ph.D.: Additional \$500 Stipend

APPENDIX M

2013-14 TEACHERS' SALARY SCHEDULE

Years of Experience	BA	BA + 20	MA	MA + 15	MA + 30	MA + 45
0	42,450	43,299	45,804	46,950	48,096	49,243
1	43,299	44,318	47,884	49,136	50,389	51,535
2	44,148	46,186	49,964	51,323	52,681	53,827
3	44,997	48,054	52,044	53,509	54,973	56,120
4	46,696	49,922	54,124	55,695	57,266	58,412
5	48,394	51,790	56,459	58,136	59,813	60,959
6	50,092	53,657	58,539	60,322	62,105	63,251
7	51,790	55,525	60,619	62,508	64,397	65,544
8	53,488	57,393	62,699	64,695	66,690	67,836
9	55,186	59,261	64,779	66,881	68,982	70,128
10	56,884	61,129	67,114	69,322	71,529	72,675
11	58,582	62,996	69,194	71,508	73,821	74,968
12	60,280	64,864	71,274	73,694	76,114	77,260
13	61,978	66,732	73,354	75,880	78,406	79,552
14	63,676	68,600	75,434	78,066	80,698	81,844
15	65,374	70,468	77,769	80,507	83,245	84,392
16	67,072	72,336	79,849	82,693	85,538	86,684
17	67,921	73,185	80,698	83,543	86,387	87,533
18	68,770	74,034	81,547	84,392	87,236	88,382
19	69,619	74,883	82,396	85,241	88,085	89,231
20	69,619	75,052	83,033	85,983	88,934	90,080
21	69,619	75,052	83,033	85,983	88,934	90,080
22	70,468	75,901	83,882	86,832	89,783	90,929
23	71,317	76,750	84,731	87,681	90,632	91,778
24	71,317	76,750	84,731	87,681	90,632	91,778
25	71,317	76,920	85,368	88,446	91,481	92,627
26	71,317	76,920	85,368	88,446	91,481	92,627
27	72,166	77,769	86,217	89,295	92,330	93,476
28	73,015	78,618	87,066	90,144	93,179	94,325
29	73,015	78,618	87,066	90,144	93,179	94,325
30	73,015	78,618	87,066	90,144	93,179	94,325

Ph.D.: Additional \$500 Stipend



APPENDIX O

EDUCATIONAL OPTIONS

TYPE	DEFINITION	RESPONSIBILITY			EVALUATION	TIME REQUIRED
		TEACHER	STUDENT	ADMIN/ GUIDANCE		
Approved Program of Study Courses with scheduling conflicts	Instruction by certificated faculty for students affected by scheduling conflict not to exceed 5 students	<ul style="list-style-type: none"> <li>*Teacher approval</li> <li>*Instruction of the requirements of the course syllabus</li> </ul>	<ul style="list-style-type: none"> <li>*Complete and submit application to guidance office.</li> <li>*Maintain communication with teacher</li> <li>*Complete evaluation</li> <li>*Meet the requirements of the course syllabus</li> </ul>	<ul style="list-style-type: none"> <li>Administration-                             <ul style="list-style-type: none"> <li>*Administrative/Budget approval</li> </ul> </li> <li>Guidance-                             <ul style="list-style-type: none"> <li>*Process student applications.</li> <li>*Notify Dept. Chairs of student applications</li> </ul> </li> </ul>	According to course syllabus	Prep, Meetings and Evaluation: Will be determined by the teacher on a case by case basis

TYPE	DEFINITION	RESPONSIBILITY			EVALUATION	TIME REQUIRED
		TEACHER	STUDENT	ADMIN/ GUIDANCE		
Independent Study	<p>*Activity pursued by an individual pupil under the direction of a certificated member of the school faculty</p> <p>*Maximum of 2 students</p>	<p>*Teacher approval</p> <p>*Review, discuss, and finalize academic plan (with rationale and expectation) with student and submit to guidance</p> <p>*Regularly scheduled collaboration (monitoring) with student</p> <p>*Assist student in defining goals and methods</p> <p>*Design and administer evaluation</p>	<p>*Generate and submit the concept, plan and application for the IS in a timely manner</p> <p>*Responsible for maintaining communication with teacher</p> <p>*Responsible for the work do be completed as planned</p> <p>*Complete evaluation</p> <p>*Meet the criteria of the plan</p>	<p>Administration-</p> <p>*Administrative/ Budget approval</p> <p>Guidance-</p> <p>*Review and approve academic plan in compliance with state minimum standards</p> <p>*Process student applications.</p> <p>*Notify Dept. Chairs of student applications</p>	<p>Designed specifically to the intended goals as stated in the education plan.</p>	<p>Prep, Meetings and Evaluation: Will be determined by the teacher on a case by case basis</p>

## APPENDIX P

The payroll dates for the 2011-2012 school year are as follows:

- 01.) September 16, 2011
- 02.) September 30, 2011\* Direct Deposits will be passed out on 10/03/11 for non-12 month employees.
- 03.) October 14, 2011
- 04.) October 28, 2011
- 05.) November 11, 2011 Veterans Day, checks dated & deposited 11/10/11.
- 06.) November 25, 2011 Direct Deposits will be passed out 11/28/11 upon returning from Break.
- 07.) December 09, 2011
- 08.) December 23, 2011 Direct Deposits will be mailed for non-12 month employees due to Break.
- 09.) January 06, 2012
- 10.) January 20, 2012
- 11.) February 03, 2012
- 12.) February 17, 2012 Direct Deposits will be passed out on 2/16/12 due to no school on 2/17/12.
- 13.) March 02, 2012
- 14.) March 16, 2012
- 15.) March 30, 2012 Direct Deposits will be passed out on 04/02/12 upon returning from Break for non-12 month employees.
- 16.) April 13, 2012
- 17.) April 27, 2012
- 18.) May 11, 2012
- 19.) May 25, 2012
- 20.) June 08, 2012
- 21.) June 22, 2012 Direct Deposits will be mailed to non-12 month employees.
- 22.) July 06, 2012 Direct Deposits will be mailed to non-12 month employees.
- 23.) July 20, 2012 Direct Deposits will be mailed to non-12 month employees.
- 24.) August 03, 2012 Direct Deposits will be mailed to non-12 month employees.
- 25.) August 17, 2012 Direct Deposits will be mailed to non-12 month employees.
- 26.) August 31, 2012

***If a calamity day occurs on a payday, checks will be passed out the next non-calamity business day.***

***\* Any time there is more than 1 day off prior to the pay date the Direct Deposit Slips will be passed out on the next business day.***

APPENDIX P-1

The payroll dates for the 2012-2013 school year are as follows:

- 01.) September 14, 2012
- 02.) September 28, 2012
- 03.) October 12, 2012
- 04.) October 26, 2012
- 05.) November 09, 2012
- 06.) November 23, 2012
- 07.) December 07, 2012
- 08.) December 21, 2012
- 09.) January 04, 2013
- 10.) January 18, 2013
- 11.) February 01, 2013
- 12.) February 15, 2013
- 13.) March 01, 2013
- 14.) March 15, 2013
- 15.) March 29, 2013
- 16.) April 12, 2013
- 17.) April 26, 2013
- 18.) May 10, 2013
- 19.) May 24, 2013
- 20.) June 07, 2013
- 21.) June 21, 2013
- 22.) July 05, 2013
- 23.) July 19, 2013
- 24.) August 02, 2013
- 25.) August 16, 2013
- 26.) August 30, 2013

***If a calamity day occurs on a payday, checks will be passed out the next non-calamity business day.***

***\* Any time there is more than 1 day off prior to the pay date the Direct Deposit Slips will be passed out on the next business day.***

APPENDIX P-2

The payroll dates for the 2013-2014 school year are as follows:

- 01.) September 13, 2013
- 02.) September 27, 2013
- 03.) October 11, 2013
- 04.) October 25, 2013
- 05.) November 08, 2013
- 06.) November 22, 2013
- 07.) December 06, 2013
- 08.) December 20, 2013
- 09.) January 03, 2014
- 10.) January 17, 2014
- 11.) January 31, 2014
- 12.) February 14, 2014
- 13.) February 28, 2014
- 14.) March 14, 2014
- 15.) March 28, 2014
- 16.) April 11, 2014
- 17.) April 25, 2014
- 18.) May 09, 2014
- 19.) May 23, 2014
- 20.) June 06, 2014
- 21.) June 20, 2014
- 22.) July 03, 2014 Pay date will be on Thursday, Friday is a Holiday.
- 23.) July 18, 2014
- 24.) August 01, 2014
- 25.) August 15, 2014
- 26.) August 29, 2014

***If a calamity day occurs on a payday, checks will be passed out the next non-calamity business day.***

***\* Any time there is more than 1 day off prior to the pay date the Direct Deposit Slips will be passed out on the next business day.***

APPENDIX Q

**Credit Recovery  
(E2020)**

Type	Definition	Responsibilities		Responsibilities		Student approval process	Time required
		Teacher	Student	Administration	Credit Recovery Coordinator:		
Approved program enrollment for recovery of credit or first time credit under E2020	Academic Credit pursued by a student identified as credit deficient, expulsion or other reason as mutually agreed to by the department chair(s) (relevant to courses being considered), the building administration, and the certificated/ licensed faculty who will do the monitoring.	<p>Department Chair(s):</p> <ul style="list-style-type: none"> <li>*Approval of student application.</li> </ul> <p>Review &amp; selection of courses covered by E2020 [Review and approve that program/course offered are in compliance with state standards as set forth by Ohio Content Standards.]</p> <p>Classroom Teacher:</p> <ul style="list-style-type: none"> <li>*Approval if student is leaving regular course offerings.</li> </ul> <p>Teacher assigned from department Regular systematic monitoring of student progress.</p> <p>Proctor student at end of course assessment in school setting.</p>	<ul style="list-style-type: none"> <li>*Maintain regularly scheduled communication with teacher as contracted.</li> <li>*Work to complete E2020 course as contracted.</li> <li>*Successfully complete end of course evaluation</li> <li>*Meet the criteria of the individual student contract.</li> </ul>	<p>Administration:</p> <ul style="list-style-type: none"> <li>*Oversee the administration of the program/ budget approval.</li> </ul> <p>Review &amp; selection of courses covered by E2020 [Review and approve that program/course offered is in compliance with state standards as set forth by Ohio Content Standards.]</p>	<ul style="list-style-type: none"> <li>* Process student application. (See attachment "A")</li> <li>*Notify Dept Chair or program coordinator of student application.</li> <li>*Student responsibility contract developed for each student. Signed copies shall be provided to all listed responsible parties.</li> </ul>	<p>Consideration of student's application will be specified through approved IAT plan, 504 plan or academic counselor's plan for general education students (see Appendix R).</p> <p>Students identified with special needs will be considered through the IEP team</p>	<p>Courses taken during the school year must be completed within the school calendar.</p> <p>Courses taken during the summer must be completed during the summer.</p> <p>Request for extension will be evaluated by assigned teacher, dept. chair(s), and</p> <p>IAT for at risk students; Counselors for 504 students; IEP Team for students with identified special needs on a case by case basis</p> <p>Meeting schedules and evaluations will be determined on a case by case basis.</p>

# Student Credit Recovery Application Form

Student \_\_\_\_\_ Grade \_\_\_\_\_ Date \_\_\_\_\_

Requested by \_\_\_\_\_

Course(s) Requested: \_\_\_\_\_

**Reason(s) to Apply for E2020:**

- Credit Deficient
- Intervention/Skill Building
- Mid-Year Transfer Student
- Required Course Schedule Conflict
- Behavior
- IAT Recommendation
- 504 Team Recommendations
- IEP Team Recommendations
- Other \_\_\_\_\_

**Supporting Documents:**

(please attach all that apply)

- IAT/504 Plan
- IEP
- Transcript
- Schedule
- Discipline records
- Behavior Support Plan
- Attendance Records
- Letter from licensed professional  
(Doctor, psychologist, social worker, etc)
- Other \_\_\_\_\_

**Instruction Setting**

- Monitoring Assignment  
(school calendar)
- Home Instruction
- Summer Coursework
- Other \_\_\_\_\_

**Rationale:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<input type="checkbox"/> Approve <input type="checkbox"/> Deny	_____	_____
	Classroom teacher (If w/d from class)	SIGNATURE
<input type="checkbox"/> Approve <input type="checkbox"/> Deny	_____	_____
	NAME/TITLE (Assigned teacher)	SIGNATURE
<input type="checkbox"/> Approve <input type="checkbox"/> Deny	_____	_____
	NAME/TITLE Department Chair if applicable)	SIGNATURE
<input type="checkbox"/> Approve <input type="checkbox"/> Deny	_____	_____
	NAME/TITLE (Credit Recovery Coordinator)	SIGNATURE
<input type="checkbox"/> Approve <input type="checkbox"/> Deny	_____	_____
	NAME/TITLE (Administrator)	SIGNATURE

**Student Credit Recovery Contract**

Student's Name: \_\_\_\_\_ Current Grade: \_\_\_\_\_ School Year: \_\_\_\_\_

Current IEP       Current 504      Date of Enrollment: \_\_\_\_\_  
 Currently Enrolled in E2020       New Enrollment

---

**Reason For Credit Recovery:**  Credit Recoupment  Scheduling Conflict  Home Instruction Support  
 Other: \_\_\_\_\_

Course: \_\_\_\_\_

*Brief Description:*

**Credit Recovery Staffing:**

**Teacher Monitor:** \_\_\_\_\_ **Aide Monitor:** \_\_\_\_\_

Student will complete class:  During school day  Outside school day  Summer School

Suggested Plan for Course Completion: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Teacher Contact hours, beyond contract day, approved up to \_\_\_\_\_ hours**

**Department Chair Approval**       **Signature:** \_\_\_\_\_

**Classroom teacher approval (if applicable) Signature:** \_\_\_\_\_

**Teacher Monitor Signature:** \_\_\_\_\_

**Aide Monitor Signature (where applicable):** \_\_\_\_\_

**Credit Recovery Coordinator signature:** \_\_\_\_\_

**Student Academic Contract for success:**

Start date agreed to: \_\_\_\_\_

Student signature: \_\_\_\_\_

Personal goals for success:

Student Reflection on course experience:

Course Completed:  Date: \_\_\_\_\_ Staff Notified (date) \_\_\_\_\_ Student Notified (date) \_\_\_\_\_

**Appendix T-1**  
**Credit Flexibility: Educational Option Final Presentation Evaluation Panel Rubric**

	<b>4/Exemplary</b>	<b>3/Proficient</b>	<b>2/Basic</b>	<b>1/Unsatisfactory</b>	<b>0</b>
<b>Subject Knowledge</b>	Demonstrates mastery of the course material; learning is overwhelmingly evident. Clearly defines the topic and/or core questions and significance. Provides evidence of extensive and valid research from multiple and varied credible sources. Skillfully develops unique insights based on key findings and points related to core questions.	Demonstrates proficiency in the course material; learning is clearly evident. Clearly defines the topic and/or core questions. Provides evidence of wide-ranging and valid research from multiple and varied credible sources. Skillfully develops insights based on key findings and points related to core questions.	Demonstrates sound knowledge of the course material; learning is evident. Defines the topic and/or core questions. Provides evidence of valid research from multiple and varied credible sources. Develops insights based on key findings and points related to core questions.	Demonstrates little knowledge of the course material; learning is not clearly evident. Does not clearly define the topic and/or core questions. Presentation does not clearly address the core question. Provides little or unconvincing evidence of valid research from multiple and varied credible sources. Lacks insights based on key findings and points related to core questions.	Demonstrates little to no knowledge of the course material; learning is not evident. Topic and/or core questions are unclear. Presentation does not address the core question. Provides no evidence of valid research. Lacks insights based on key findings and points related to core questions.
<b>Response to Questions</b>	Addresses each question knowledgeably, coherently, and with confidence in knowledge gained. Strongly clarifies and defends positions with relevant evidence.	Addresses the majority of questions knowledgeably, coherently, and with confidence in knowledge gained. Clarifies and defends positions with relevant evidence.	Attempts to answer each question, but lacks knowledge to confidently or coherently answer fully. Mostly clarifies and defends positions with relevant evidence.	Attempts to answer each question, but answers some incoherently, incompletely, or with irrelevant/incorrect information. Mostly clarifies and defends positions with somewhat relevant evidence.	Does not attempt to answer each question or answers them incoherently, incompletely, and with irrelevant/incorrect information. Does not clarify and defend positions with relevant evidence.
<b>Organization and Coherence</b>	Presentation and all materials are logically organized; presentation contains a clear and creative perspective. All main points have supporting details. Stays on topic.	Presentation and all materials are organized; presentation contains a clear perspective; All main points have supporting details. Mostly stays on topic.	Most of presentation and materials are organized; presentation contains a mostly clear perspective. Most main points have supporting details. Strays from topic occasionally.	Presentation and materials are not well organized; presentation does not contain a clear perspective. Most main points have supporting details, but they are not convincing. Strays from topic.	Presentation and materials are not organized; presentation lacks a perspective. Main points are missing supporting details. Strays from topic and lacks conclusion.

<b>Presentation Skills</b>	Speaker's voice is clear and easy to hear, showing strong confidence in knowledge gained. All non-verbal cues including eye contact, poise, and gestures add to the quality of presentation. Presentation is clearly well-rehearsed.	Speaker's voice mostly is clear and easy to hear, showing confidence in knowledge gained. Most non-verbal cues including eye contact, poise, and gestures add to the quality of presentation. Presentation is well-rehearsed.	Speaker's voice is somewhat clear and easy to hear, showing some confidence in knowledge gained. Some non-verbal cues including eye contact, poise, and gestures add to the quality of presentation. Presentation is somewhat well-rehearsed.	Speaker's voice is not clear and/or easy to hear, showing a lack of confidence in knowledge gained. Non-verbal cues including eye contact, poise, and gestures detract from the quality of presentation. Presentation is not well-rehearsed.	Speaker's voice is difficult to hear. All non-verbal cues including eye contact, poise, and gestures show lack of confidence. Presentation seems to have not been rehearsed.
<b>Media Use (If applicable)</b>	Creatively uses a variety of effective visual aids and/or other methods of delivery. Media has no errors and enhances presentation.	Uses a variety of effective visual aids and/or other methods of delivery. Media has no errors and adds to presentation.	Moderately ineffective visual aids and/or other methods of delivery. Media has errors and/or does not add to presentation.	Ineffective visual aids and/or other methods of delivery. Media has numerous errors and/or detracts from presentation.	No visual aids and/or other methods of delivery. Media has overwhelming errors and greatly detracts from presentation.
<b>Goal #1:</b>	Clearly exceeds goal.	Clearly achieves goal.	Achieves goal.	Goal is not achieved.	Little to no progress towards goal.
<b>Goal #2:</b>	Clearly exceeds goal.	Clearly achieves goal.	Achieves goal.	Goal is not achieved.	Little to no progress towards goal.
<b>Goal #3:</b>	Clearly exceeds goal.	Clearly achieves goal.	Achieves goal.	Goal is not achieved.	Little to no progress towards goal.
<b>Goal #4:</b>	Clearly exceeds goal.	Clearly achieves goal.	Achieves goal.	Goal is not achieved.	Little to no progress towards goal.

Additional goals stated on Credit Flexibility Educational Option Proposal should be added to rubric.

**Appendix T-2**  
**New Albany High School**  
**Credit Flexibility: Educational Option Evaluation**

**Preparation for panel evaluation:** The space below is for you to create your detailed plan for your required presentation. This plan is intended to guide you and allow your evaluators to anticipate and understand each step of your presentation. Please review the Credit Flexibility: Educational Option Evaluation Rubric as you design your presentation. Presentations should be 10-15 minutes in length with additional time for evaluators to ask questions. Be sure to describe how you achieved the goals of your study. Artifacts produced during the project should be available to the evaluators. These can include but are not limited to research papers, artwork, video, construction, et cetera.

Upon completion of this form, submit it to your Teacher of Record. Your Teacher of Record will contact you to set up a final evaluation of your Credit Flexibility Educational Option course. The evaluation panel may invite your mentor and/or other outside expert to advise in the final evaluation.

Projects must be completed and presentations prepared by September 15, December 15, or May 15.

**New Albany High School Credit Flexibility: Educational Option Evaluation**

Student Name (print):

---

Course Title:

---

Teacher of Record:

---

Date of evaluation: \_\_\_\_\_

**Evaluation Panel Feedback:**

**Final Presentation Grade:**

### Appendix T-3

#### **New Albany High School Credit Flexibility: Educational Option Progress Monitoring**

This form should be completed at least monthly to account for your progress toward your course goal and illustrate your preparation for your final presentation. You will use a separate form for your final product/project evaluation and grade determination. Upon completion of this progress monitoring form, return it to your Teacher of Record. The Teacher of Record will contact you to set up your final evaluation. If you had a mentor, include a letter from your mentor documenting your progress.

This form is your specific record of all you do in your course. Each time you work on any aspect of your project, use this space to record your activities. You may include additional attachments as necessary. There should be sufficient documentation for a monthly review of progress by the Teacher of Record. Insufficient documentation could affect your grade and athletic eligibility. All New Albany-Plain Local School District grading policies and guidelines apply.

Student Name (print):

---

Course Title:

---

Projected Course Completion Date:

---

Teacher of Record:

---

Date progress monitoring form submitted:

---

Date	Time Spent	Activity/Benchmark Assessment	Progress towards Goals	Comments	Teacher of Record initials

## Appendix T-4

### Credit Flexibility: Educational Option Proposal Rubric

Criteria	0	1	2	3	4
Purpose: experience outside classroom	Missing	Unclear	Similar to current classroom experience	Project stretches classroom experience	Project can only be done outside of classroom experience
Goals: Personal and academic	Missing	Unclear	Option meets personal goals; lacks academic goals	Option meets academic goals; lacks personal goals	Option meets personal and academic goals
Curriculum: Alignment to NAPLSD curriculum if applicable	Missing	30%	65%	80%	100%
Resources: Human and material	Missing	Incomplete	Resources documented	Resources documented and some arrangements made	Resources documented and arrangements made
Plan: Benchmark Assessments	Missing	Does not include quarterly benchmark assessments	Does not include appropriate quarterly benchmark assessments	Includes appropriate quarterly benchmark assessments	Includes clear and appropriate quarterly benchmark assessments
Plan: Assessment relevance to proposed course	Missing	Assessments not relevant to proposed course	Low assessment relevance to proposed course	Adequate assessment relevance to proposed course	High assessment relevance to proposed course
Plan: Demonstration of learning	Missing	Plan minimally addresses demonstration of course content	Plan minimally addresses demonstration of mastery of course content	Plan includes demonstration of mastery of course content	Plan requires clear demonstration of mastery of course content
Plan: Timeline	Missing	Incomplete	Does not include monthly checkpoints	Includes monthly checkpoints	Includes clearly defined monthly checkpoints
Comments					

Proposal must score a minimum of 3 in every applicable category for approval.

**Appendix T-5**  
**New Albany Plain Local School District**  
**Credit Flexibility**

**Proficiency Option**

1. Each department will develop their own proficiency standards
  - a) Departmental Assessment(s) – Departments must determine essential learnings and develop assessments, based on State of Ohio Academic Content Standards, curriculum and assessment maps, and other department curriculum documents.
  - b) Departments are encouraged to have multiple elements to their exams, including a performance component (e.g. a multiple-choice section and an essay section or a written section and a lab or performance component). Exams may be given in parts.
  - c) Students may be asked to bring a portfolio of artwork, writing, etc., to demonstrate elements of a course not able to be assessed during an exam time.
  - d) Proficiency Exams/Assessments may be generated from questions used throughout the course on other exams.
  - e) Multiple staff members should create each exam (e.g. each department should generate the Proficiency Exam/ Assessment for each subject).
  - f) Department Chairs and other department members should look over each Proficiency Exam/Assessment to ensure consistency.
  - g) Proficiency Exams/Assessments must be prepared and ready to present at the March 2011 Department Chair Meeting.
  - h) Proficiency Exams/Assessments will be finalized by June 3, 2011.
2. Proficiency Examinations will take place several times annually.
  - a) December and June administration of Credit Flexibility Proficiency Examinations will be held during semester examinations.
  - b) If there is a summer administration, each subject area will have a scheduled date and time for test administration.

- c) Staff will be compensated for administering and assessing exams/assessments outside of the teacher contract day/year.
  - d) There will be NO administration of Proficiency Examinations/ Assessments for testing out of courses for the 2010-2011 School Year.
3. Proficiency Option Timelines
- a) Application will be completed by student and submitted to the New Albany High School Guidance Office for departmental review.
  - b) To initiate the process Friday, April 13, 2011 will be the first application deadline and the first administration of Proficiency Exams/Assessments will occur no later than August 2011.
  - c) The application must be completed two months in advance of the test: June 1 for the August administration; October 15 for exam/assessment administration which will occur during first semester exam week; and April 15 for exam/assessment administration which will occur during second semester exam week.
  - d) Once approved, student may withdraw from proficiency option no later than two (2) weeks prior to the scheduled exam date. Any waivers to this will be considered on a case by case basis.
  - e) A letter will be sent home to parents confirming which test(s) their child has requested and the dates and times of the assessment.
4. Students will gain credit for a minimum of 65% on the proficiency exam/assessment, but it is recommended they have 80% to move on to the next course. Students who do not earn at least an 80% will be provided recommendations from the department.
5. Exam/Assessment grading will take place within each department.
- a) Exams/Assessments must be scored in a timely manner. The target time will be five days to grade an exam and publish results.
  - b) The exam/assessment score will be the final grade for the course and will be posted on the student's transcript.
  - c) Credit is awarded as per department guidelines.
  - d) Departments will determine which department member will evaluate each assessment.

6. A student may apply to take a Proficiency Exam/Assessment once enrolled in a full year course if they apply by the October deadline. No April applications will be accepted for full year courses which the student is currently enrolled.
  - a) A student may elect, during the drop/add time at the beginning of a course, to drop a course and register for Proficiency Exam/Assessment for that course.
  - b) After failing a course, a student may register for the next round of Proficiency testing for that subject as a means of credit recovery.
7. A student may not apply to take a Proficiency Exam/Assessment once enrolled in a semester course after the drop/add period.
  - a) A student may elect, during the drop/add time at the beginning of a course, to drop a course and register for Proficiency Exam/Assessment for that course.
  - b) After failing a course, a student may register for the next round of Proficiency testing for that subject as a means of credit recovery.
8. A student may not retake a Proficiency Exam/Assessment. If a student wishes to replace the grade on the assessment, they must successfully attend the full length of the course and complete all course requirements.
9. The building and district administration may review exams for appropriate levels of rigor.
10. The appeal process for issues that arise in the application process and exam/assessment is as follows:
  - a) An appeal should be initiated in writing and submitted to the Building Principal within 10 days of the assessment scoring or application decision.
  - b) The Principal, Department Chair and appropriate department members shall review the appeal. The decision will be shared with appropriate parties and will be documented in writing for the student and parent.
  - c) Department Chairs will maintain documentation/recording of the application review process and exams in the event of an appeal.

- d) Appeals that cannot be resolved at the building level may be appealed to the Director of Teaching and Learning. All decisions of the Director of Teaching and Learning are final.

## **Appendix T-6**

### **Educational Options**

1. Students will develop a formal Credit Flexibility Proposal (CFP) and submit it to the High School Guidance Office. The proposal will include the rationale, evidence of planning, timelines, benchmarks and number of credits requested. (See attached tentative template for proposals.)
2. Counselors and Teachers will be available as resources to assist students as they develop proposals.
3. If a student proposes to participate in a mentorship type experience, the student must include a letter from the cooperating mentor confirming this arrangement.
4. If a student proposes to participate in online instruction, district administration will verify that the online provider is accredited, aligned with State of Ohio academic standards, and all online instructors meet Ohio HQT requirements.
5. New Albany-Plain Local School District is not obligated to provide resources for completing coursework. Any NAPLSD resources utilized must have prior approval from administration.
6. April 15, October 15, and June 1 will be the deadlines for submitting CFPs to the New Albany High School Guidance Office. (These dates coincide with the Proficiency Option deadlines.) Guidance Office will send a copy of the proposal to Department Chair and Administrator.
7. Departments will review all proposals and provide recommendations to the building Flexible Credit Team (Building Administrator, Relevant Department Chair, Ad Hoc Flex Credit Committee, relevant staff members). Departments shall meet to discuss and identify a Teacher of Record (TOR) for each proposal.
8. The building Flexible Credit Team will have the responsibility to review the departmental recommendations and approve all CFPs.
9. Credit will be granted for what students learn from their experiences, not just having an experience.
10. The educational option proposal must have prior approval before the learning experience.

11. During the course of the project, students must track and document their monthly progress on the approved progress monitoring form and submit it to the Teacher of Record. There shall be sufficient documentation for a determination of progress by the Teacher of Record.
12. The Teacher of Record and student will meet a minimum of once per month or more if deemed necessary by the TOR or student. This meeting can include district email, district phone, face-to-face, or other approved means of district communication.
13. Students will develop and present a product or products that demonstrate their learning (reflection paper, portfolio, etc.) to a panel of NAHS certificated staff with representation from each relevant department. Outside “experts” may be called upon to advise the panel on the learning evidence presented. Projects must be submitted by September 15, December 15, or May 15.
14. Coordination and oversight of progress on the education option will come from teacher of record with departmental support.
15. Grades will be determined by a building wide rubric.
16. The appeal process for issues that arise in the proposal process and exam/assessment is as follows:
  - a) An appeal should be initiated in writing and submitted to the building Principal within 10 days of the proposal or evaluation decision.
  - b) The building Credit Flex Team shall review the appeal. The decision will be shared with appropriate parties and will be documented in writing for the student and parent.
  - c) Department Chairs will maintain documentation/recording of the proposal review process in the event of an appeal. The Teachers of Record will maintain documentation/recording of the progress monitoring forms submitted by student and evaluations in the event of an appeal.
  - d) Appeals which cannot be resolved at the building level may be appealed to the Director of Teaching and Learning. All decisions of the Director of Teaching and Learning are final.

**Appendix T-7**  
**New Albany High School Credit Flexibility: Educational Option Proposal**

**Proposal Deadlines**

Date completed proposal due to Guidance

October 15

April 15

June 1

Upon completion of the personal information below, this document needs to be returned to your guidance counselor who will direct it to the appropriate department. If the student plans to participate in a mentorship experience, the student must include a letter from the cooperating mentor confirming this arrangement. Once submitted, the department responsible for awarding credit and the Credit Flexibility Team will evaluate the initial proposal and return the document to the student with approval and/or with appropriate feedback.

There are separate documents for the student to account for his or her progress and illustrate their preparation for the final presentation or the project's final product. Students will track their progress on the "Progress" form and return according to the timeline detailed on the "Plan" form. There should be sufficient documentation for a quarterly determination of progress by the Teacher of Record. Insufficient documentation could affect student's grade and athletic eligibility. Students who do not demonstrate significant progress toward their project goal likely will be recommended for removal from the Credit Flexibility Educational Option. All New Albany-Plain Local School District grading policies and guidelines apply.

Student Name (print):

\_\_\_\_\_

Student ID Number: \_\_\_\_\_ Current Grade Level: \_\_\_\_\_

Student Phone: \_\_\_\_\_ Parent/Guardian Phone: \_\_\_\_\_

Student Email Address:

\_\_\_\_\_

Parent/Guardian Email Address:

\_\_\_\_\_

Proposed Course Title:

\_\_\_\_\_

If this proposed course is intended to replace a New Albany High School course, name of New Albany course:

\_\_\_\_\_

Proposed Course Completion Date: \_\_\_\_\_ Proposed Credit Hours: \_\_\_\_\_

- Are you on an IEP, 504, or Intervention Plan? \_\_\_\_ Yes \_\_\_\_ No
  - If yes, which type of plan? \_\_\_\_\_
- Do you receive English as a Second Language services? \_\_\_\_ Yes \_\_\_\_ No
- Are you or do you intend to be an athlete at New Albany High School? \_\_\_\_ Yes \_\_\_\_ No
- Any grade earned on a Credit Flexibility Educational Option will be treated as a permanent grade on a student's transcript. Do you understand this? \_\_\_\_ Yes \_\_\_\_ No
- Choosing this option could impact college administration decisions. You are encouraged to contact any college of interest to get a perspective from an admissions standpoint. Do you understand this? \_\_\_\_ Yes \_\_\_\_ No
- Choosing this option could impact your ability to achieve a proficient score on the Ohio Graduation Test (OGT). New Albany High School academic course content standards are aligned to OGT standards. Do you understand this? \_\_\_\_ Yes \_\_\_\_ No
- Choosing this option could impact your athletic eligibility. During the nine-week grading period preceding athletic participation, you must be passing five (5) equivalencies as defined by the Ohio High School Athletic Association\*. You cannot use this credit flexibility option towards the five (5) required core equivalencies per 9 weeks for OHSAA eligibility. Do you understand this? \_\_\_\_ Yes \_\_\_\_ No
- If this is not a full year course, you may need to meet with your guidance counselor to discuss scheduling options. Do you understand this? \_\_\_\_ Yes \_\_\_\_ No

\*How does the Ohio High School Athletic Association (OHSAA) calculate athletic eligibility?

- A year-long course with a value of 1 academic credit = 1 OHSAA equivalency per 9 weeks
- A semester course with a value of 1/2 academic credit = 1 OHSAA equivalency per 9 weeks
- A semester course with a value of 1/4 academic credit = 1/2 OHSAA equivalency per 9 weeks

**SIGNATURES**

**THIS SPACE IS FOR SCHOOL PERSONNEL USE ONLY**

Date received by Guidance: \_\_\_\_\_  
 Proficiency Option Application Approval Date \_\_\_\_\_ or Rejection Date \_\_\_\_\_

\_\_\_\_\_  
 Guidance Counselor Signature Date

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

\_\_\_\_\_  
 Teacher of Record Signature Date

\_\_\_\_\_  
 Department Chair Signature (if applicable) Date

\_\_\_\_\_  
 Special Education Coordinator Signature (if applicable) Date

\_\_\_\_\_  
 Athletic Director Signature (if applicable) Date

\_\_\_\_\_  
 ESL Coordinator Signature (if applicable) Date

If this proposed course is intended to replace a New Albany High School course, refer to the NAHS Program of Studies to show alignment to course content on a separate document. The alignment to the curriculum should be submitted with the rest of the application.

Please review the Credit Flexibility: Educational Option Application Rubric prior to submitting your course proposal.

**Proposal:** Compose a proposal for your project. Please feel free to attach additional pages if the space provided is not adequate.

I. Topic of Study:

II. Proposed Course Description:

III. Purpose: Why have you selected the credit flexibility educational option format for this course?

IV. Goals of Study (minimum of two academic and personal goals):

1.

2.

3.

4.

5.

6.

- V. Resources Needed: New Albany-Plain Local School District is not obligated to provide resources for completing coursework. Any NAPLSD resources utilized must have prior approval from administration.
- VI. Project Description: Students will be required to demonstrate their learning to the Teacher of Record and evaluation panel upon completion of the course.
- VII. Plan: The space below is reserved for your specific timeline of how you will proceed throughout your project. Essentially, you are creating a detailed timeline that will help you stay on schedule to complete your work. Include in your timeline monthly checkpoints with your Teacher of Record and quarterly dates for determination of progress by your Teacher of Record. Include all the places you intend to go and who and what your resources will be. Your planned benchmark assessments should be clearly described and must align with your stated academic and personal goals. *You should have documentation of progress to share with your Teacher of Record for each quarter. Insufficient documentation could affect your grade and athletic eligibility. Full year (two semesters) courses should have action steps for all four quarters, half year (one semester) courses should have action steps for quarters one and two.*

1<sup>st</sup> Quarter Progress:

- Timeline
  
  
  
  
  
  
  
  
  
  
- Benchmark Assessment(s)

2<sup>nd</sup> Quarter Progress:

- Timeline

- Benchmark Assessment(s)

3<sup>rd</sup> Quarter Progress:

- Timeline

- Benchmark Assessment(s)

4<sup>th</sup> Quarter Progress:

- Timeline

- Benchmark Assessment(s)

MEMORANDUM OF AGREEMENT AS TO INAPPLICABILITY OF ARTICLE XIII TO  
CERTAIN PROFESSIONAL STAFF MEMBERS

The parties are entering into this Memorandum of Agreement for the purpose of amending and clarifying the collective bargaining agreement for 2010-2012 as it applies to Article XIII, Employment of Previously Retired Professional Staff Members. For purposes of this collective bargaining agreement the following shall apply:

Article XIII shall not be applicable to the following previously retired professional staff member:

Randy Pfeifer

This Memorandum of Agreement shall be made a part of the collective bargaining agreement. All other terms of the collective bargaining agreement shall remain in full force and effect as written.

\_\_\_\_\_  
President  
For the Plain Local Education Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
President  
For the New Albany • Plain Local  
Board of Education

\_\_\_\_\_  
Date

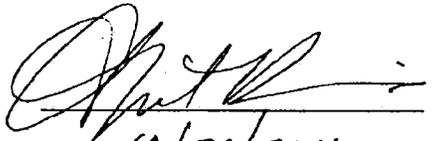
MEMORANDUM OF UNDERSTANDING

**Article VIII - EMPLOYMENT RIGHTS**

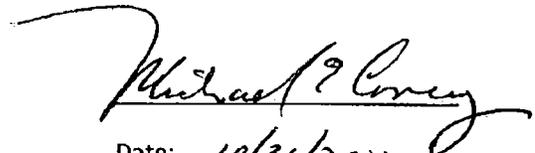
The New Albany Plain Local Board of Education ("the Board") and the Plain Local Education Association ("PLEA") do hereby agree, through their duly empowered representatives who are signatories below, to a mutual agreement that three members of the bargaining unit (**Paul Locke, Darren Falk, and Lori Cheney**) shall work outside the regular work day as defined in Article 8.04. This change in the regular work day is necessary to better facilitate the scheduling of classes for students of New Albany High School.

This agreement is for the 2011-2012 school year only and shall not establish precedence for further changes to the work day unless mutually agreed to by the parties.

For the Board:

  
Date: 10/31/2011

For PLEA:

  
Date: 10/31/2011

## NEW COLLECTIVE BARGAINING

The Plain Local Education Association (the “Association”) and the New Albany – Plain Local School District Board of Education (The “Board”) mutually agree to a new Collective Bargaining Agreement between the parties which will be in effect from June 30, 2011 – June 29, 2014. All provisions of the current collective bargaining agreement including but not limited to the terms and language will remain unchanged and in full force and effect until June 29, 2014, except the salary schedules and insurance terms which shall be modified as set forth herein.

For the 2011-2012, 2012-2013, and 2013-2014 school year, all bargaining unit members shall be paid at the appropriate step and column level based upon the new salary schedules identified as Appendix K, Appendix L, and Appendix M. Salaries shall be based upon the new salary index identified as Appendix J. These are the new salaries and the new index

The parties agree that when negotiations for the next contract begins in the 2013-2014 school year the salary index will revert to the index in place during the 2010-2011 school year unless modified by mutual agreement of the parties through the negotiation process.

(All following Appendixes need to be renamed when we reprint the contract.)

The parties agree to hold insurance growth to 9% or less annually and both parties agree they will work to reduce the rate of growth as much as possible. Through the work of the Joint Insurance Committee, the parties will annually construct benefit packages that meet the needs of employees and meet this target of a maximum of nine percent (9%) growth in the cost. The Parties agree that if any changes are needed in the Insurance benefits to achieve this goal, those changes must be mutually agreed upon by the Parties.

For the 2011-2012 school year, the benefit summary of insurance benefits contained in Appendix G shall reflect the following changes:

<b>Benefits*</b>	<b>Network Single/Family</b>
Office Co-pay (PCP/SPC)	\$20 Per Visit
Preventive	100%**
Other Co-pays (IP/ER/UC)	N/A/\$150/\$50
Deductible (Single/Family)	\$300/900
Coinsurance	80%
Out-of-Pocket (Single/Family)	\$1,200/2,400
Pharmacy (Retail 30 day supply/Mail Order 90 day supply)	\$10/20/30 Retail, \$25/\$50/\$75 Mail
	<b>Out of Network Single/Family</b>
Deductible (Single/Family)	\$600/1,800
Coinsurance	60%
Out of Pocket (Single/Family)	\$2,000/4,000
Premium Costs (Single/Family)	85% Board/15% Employee

This agreement shall be in effect from June 30, 2011 until June 29, 2014

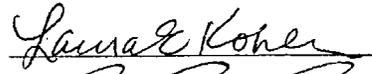
For the Association

  
\_\_\_\_\_  
President

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

For the Board

  
\_\_\_\_\_  
President

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

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The parties agree that when negotiations for the next contract begins in the 2013-2014 school year the salary index will revert to the index in place during the 2010-2011 school year unless modified by mutual agreement of the parties through the negotiation process.

2010 – 2012 TEACHERS’ SALARY INDEX

Years of Experience	B.A.	B.A. +20	M.A.	M.A. +15	M.A. +30	M.A. +45
0	1.000	1.060	1.139	1.1660	1.193	1.220
1	1.040	1.104	1.188	1.2175	1.247	1.274
2	1.080	1.148	1.237	1.2690	1.301	1.328
3	1.120	1.192	1.286	1.3205	1.355	1.382
4	1.160	1.236	1.335	1.3720	1.409	1.436
5	1.200	1.280	1.390	1.4295	1.469	1.496
6	1.240	1.324	1.439	1.4810	1.523	1.550
7	1.280	1.368	1.488	1.5325	1.577	1.604
8	1.320	1.412	1.537	1.5840	1.631	1.658
9	1.360	1.456	1.586	1.6355	1.685	1.712
10	1.400	1.500	1.641	1.6930	1.745	1.772
11	1.440	1.544	1.690	1.7445	1.799	1.826
12	1.480	1.588	1.739	1.7960	1.853	1.880
13	1.520	1.632	1.788	1.8475	1.907	1.934
14	1.560	1.676	1.837	1.8990	1.961	1.988
15	1.600	1.720	1.892	1.9565	2.021	2.048
16	1.640	1.764	1.941	2.0080	2.075	2.102
20	1.680	1.808	1.996	2.0655	2.135	2.162
25	1.720	1.852	2.051	2.1235	2.195	2.222