

MASTER CONTRACT

between the

CIRCLEVILLE EDUCATION ASSOCIATION

and the

CIRCLEVILLE BOARD OF EDUCATION

Effective JULY 1, 2010

through JUNE 30, 2013

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ARTICLE I

RECOGNITION CLAUSE

- A. The Circleville City School District Board of Education (the "Board") recognizes the Circleville Education Association, OEA/NEA-Local (the "Association"), as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional, certificated personnel, both full-time and regular part-time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by way of illustration classroom teachers, guidance counselors, nurses, librarians, media specialists, tutors and department heads. Specifically excluded from the bargaining unit: are the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Athletic Director, non-certificated employees, substitutes, school psychologists, and all confidential employees, management-level employees and supervisors. Employees in the bargaining unit shall be referred to generally as "teachers" in this Agreement unless otherwise provided. References to the "Board" and the Association include the parties to this Agreement and their authorized representatives. Any disputes over inclusion or exclusion of a new certificated position from the unit shall be made exclusively through Article IX of this Agreement (grievance and arbitration procedure).

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. 1. Pursuant to Sections 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following negotiations and dispute resolution procedures. Nothing herein shall be construed as a waiver of the right provided in Section 4117.14(D)(2) of the Ohio Revised Code.
2. The scope of bargaining by and between the Board and the Association shall be related to matters of wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining Agreement.
3. "To bargain collectively" means to perform the mutual obligation of the Board, by its representatives and the representatives of the Association to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement, with the intention of reaching an agreement, or to resolve questions arising under this Agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

B. NEGOTIATIONS PROCEDURE

1. The collective bargaining representatives of each party shall consist of no more than seven (7) individuals. Each team shall have a spokesperson who shall conduct negotiations on behalf of the team unless the specific team's spokesperson requests that another member of the team speak on an issue. Each team may have up to two (2) observers present at bargaining sessions, who do not have to be the same people each time.
2. In keeping with Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice upon the other party of the proposed termination, modification, or successor Agreement. The initiating party must serve the notice not less than sixty (60) calendar days nor more than ninety-six (96) calendar days prior to the expiration of the existing Agreement.
3. The initiating party will offer to bargain collectively with the other party for the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement, and will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.
4. Within fifteen (15) calendar days of the request, the parties shall meet and submit full proposals in writing for consideration. The bargaining agenda will be set at this initial meeting and no additional items may be added to future meetings without mutual consent.
5. All the terms and conditions of the existing collective bargaining Agreement shall continue in full force and effect, without resort to strike or lock-out until the expiration date of said Agreement, or the expiration of any mutually agreed upon extension.
6. Those Articles in an existing collective bargaining Agreement which are not proposed to be modified or terminated by either party shall become a part of any successor collective bargaining Agreement.

C. NEGOTIATIONS PROCESS

1. All negotiating meetings shall be closed to the public.
2. The Board shall furnish to the Association, upon reasonable request, existing information which would assist the Association in making proposals for negotiations including, but not limited to, information about operating levies, enrollment, budgets, and other financial data of the school district. The Association shall furnish to the Board's negotiating representatives existing information that would assist the Board in analyzing Association proposals. After the initial negotiations session, all requests for information should be coordinated through the respective spokespersons.

3. Upon the request of either negotiations team, a caucus shall be granted for up to thirty (30) minutes unless there is mutual agreement to extend the time.
4. Statements to the media may be issued, as needed, by either party. A written copy of any media release shall be furnished to the other party before the release.
5. As negotiation items receive tentative agreement they shall be reduced to writing and initialed by the spokesperson of each party.
6. When agreement is reached on all issues proposed, the Master Contract shall be reduced to writing and submitted to the Association membership for approval. If approved, the Master Contract shall be submitted to the Board for approval at the next regular or special meeting of the Board. When approved by the Association and the Board, the Master Contract shall become a binding Collective Bargaining Agreement between the Association and the Board and shall supersede any Board policy, rule, or regulation, or state statute or regulation that may conflict with any term or condition of the Master Contract, as provided in O.R.C. 4117(A).

D. INABILITY TO REACH AGREEMENT

1. If the parties are unable to agree on a successor agreement by June 1 of the year in which this Agreement expires, either party may any time thereafter request in writing the appointment of a mediator. The parties shall attempt for three (3) business days from the receipt of the written request to agree on a mediator. If they are unable to agree on a mediator within those three (3) business days, the parties shall sign a joint request for selection of a mediator through the Federal Mediation and Conciliation Service (FMCS).
2. The mediator will meet with the parties in an attempt to resolve the remaining issues. He/she shall hold such further meetings as, in his/her judgment, may be necessary to resolve the issues, but may not hold more than a total of three (3) meetings with the parties without the written consent of both. The mediator will confine himself/herself to the process of mediation and shall not engage in fact-finding or other form of interest arbitration without the express written consent of both parties.
3. In the event agreement is not reached by the expiration date of the Agreement, the Agreement may be extended only by mutual consent of both parties. Whenever, in the judgment of either party, it appears that no more progress can be accomplished by the expiration date of the Agreement or any mutually agreed to extensions, then the Association may initiate the provisions of Section 4117.14(D)(2) of the Ohio Revised Code.
4. This procedure of Article II (D) is the parties mutually agreed alternative Dispute Resolution Procedure and supersedes the Dispute Resolution Procedures of O.R.C 4117.14 (C) (2-6).

ARTICLE III

ASSOCIATION RIGHTS

Excepting rights of access to public records and use of school buildings for meetings under Ohio law, the Association rights and privileges set forth in this Article are exclusive of any other organization representing teachers.

- A. The President of the Association, or his/her designated representative, may be allowed reasonable use of school buildings to conduct meetings, provided that such use does not interfere with or interrupt normal school operations, and provided that building utilization procedures are followed. The Association President may use any non-teaching time at the beginning or end of the workday for Association business or meetings in school buildings.
- B. The Association may use designated bulletin board space in teacher's lounges to post and remove notices of Association activities and matters of concern, including legal strike notification. Association representatives shall have access to such bulletin board space and the right to post and remove notices of Association activities and matters of concern on such boards. For informational purposes, a copy of any such notice shall be given to the building principal at the time of the posting.
- C. Association representatives shall have the right to reasonable use of the school district's mailing system in transmitting materials, provided the Board continues to use such a system. The elected officials of the Association shall be responsible for all materials as to quantity and content. Association symbols may be affixed to teachers' mailboxes, but not to other school property.
- D. At the conclusion of building staff meetings and district-wide staff meetings, Association representatives may make announcements pertaining to Association business. Upon the request of the Association President to the Superintendent, the Association President or his/her designee may address the staff at the first district staff meeting of each school year and the new teacher orientation meeting.
- E. The Association President or his/her designee, upon request, shall be provided a copy of any document which constitutes public information upon payment of a reasonable charge for copying. In addition, a copy of the training and experience grid for teachers and a seniority list will be provided as soon as it is available. The Association shall reimburse the Board for any extraordinary use of school equipment or supplies.
- F. In keeping with Section 4117.09(B)(2) of the Ohio Revised Code, unit members may authorize the Board to make payroll deductions for membership dues, initiation fees, and assessments of the Association in keeping with the following provisions:
 - 1. The Association will submit a written authorization signed by the unit member for payroll deduction on a form provided by the Association to the Board's Treasurer normally on or before October 10 of any year the unit member begins payroll

deduction under this section. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. Such deduction shall be irrevocable for a period of one (1) year except that authorizations may be withdrawn during a period of thirty (30) days each year ending September 30, provided that notifications of withdrawal are submitted to the Treasurer during such thirty (30) day period. Notification of the irrevocable condition and the thirty (30) day withdrawal period ending September 30 shall be clearly set forth on the face of the deduction authorization form. In the event a refund is due a unit member, it shall be the responsibility of the Association to make the refund. Deductions shall begin in October and continue for a total of twenty (20) equal deductions from successive paychecks.

2. If a teacher's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check, to the extent the teacher has earnings in that check.
 3. Following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The Circleville Education Association." A list of the unit members for whom the deductions were made will be included with the check showing the amount deducted for each unit member.
 4. The Association shall provide the Board's Treasurer a list of those unit members who have authorized payroll deduction, the amount to be deducted for each unit member, and any new authorization forms received by the Association. This shall be done no later than October 10, each year.
 5. The Association will promptly transmit any new authorization it receives after October 10 to the Board's Treasurer who shall attempt to begin deductions with the next payroll, but in no case will deductions begin later than the second payroll after the Board's Treasurer receives the authorization form. The total amount to be deducted will be equally divided by the number of pay periods the individual unit member has remaining in his/her pay plan for that contractual year.
 6. If assessments are made during the year, the Association's representatives will meet with the Board's Treasurer to determine the means by which deductions will be made for this/these purpose(s).
- G. The Association shall have the option of up to ten (10) days Association leave for its members' attendance at district, state and national association meetings. Costs of substitutes, when provided, and other expenses of such attendance shall be paid by the Association, but the cost of substitutes will be paid by the Board if the absence is pre-approved by the Superintendent for educational lobbying.

H. BOARD OF EDUCATION INFORMATION

1. Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of: (1) the Board agenda with attachments, (2) the approved minutes of the prior regular or any special meeting, (3) any approved monthly Treasurer's Report. The Board also shall provide annually to the Association: (1) any final budget or appropriations resolution; (2) complete June Treasurer's report; (3) amended certificate; and (4) training and experience grid. The agenda will be e-mailed to all bargaining unit members prior to any regular or special meeting.
2. The Board shall give the Association President the same advance notice of Board meetings that is given to the media.

I. Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before or after the regular teacher workday or during the teacher's lunch. All visitors, including Association representatives, must report to the building office before transacting such business, and sign in.

J. 1. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a fair share fee for the Association's representation of such non-members. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the Treasurer of the Board on or about January 1 of each year during the term of this Contract for the purpose of determining amounts to be payroll-deducted, and the Employer agrees to promptly transmit all amounts deducted to the Association.

3. Schedule of Fair Share Fee Deductions

a. All Fair Share Fee Payers

Payroll deduction of such annual fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- i. sixty days employment in a bargaining unit position or
- ii. January 15th.

b. Upon Termination of Membership During the Membership Year

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five days from the termination of membership.

4. Transmittal of Deductions

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

5. Entitlement to Rebate

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

6. Hold Harmless Clause

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board, its members, officers, Treasurer, and employees in the Treasurer's office, for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- a. The Board shall give a written notice to the OEA Labor Relations Consultant or OEA General Counsel within fourteen (14) days of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
- b. The Association shall reserve the right to designate counsel to represent and defend the employer.
- c. The Board agrees to: (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
- d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the "fair share fee" contract provision provided, however, that there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to a legal order) or misapplies the "fair share fee" contract provision.

ARTICLE IV

MANAGEMENT RIGHTS

- A. Except as modified by the terms of this Agreement, the Board retains and reserves to itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the Board's right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and District organizational structure; direct, supervise, evaluate, and hire teachers; maintain and improve the efficiency and effectiveness of school operations; determine the work hours and the overall methods, processes, means, and personnel by which school operations are to be conducted; suspend, discipline, demote or terminate teachers for just cause, lay off, nonrenew, transfer, assign, schedule, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force; take actions to carry out the mission of the school district; and the administration's right to direct, assign, and schedule pupils, and to direct, assign, supervise, evaluate, schedule, and transfer teachers. The enumeration of management rights in this Article is not intended to create management authority that does not otherwise exist under state or federal law.
- B. 1. In affording the Association an opportunity to bargain pursuant to paragraph A above, the Board shall give the Association President or his/her designee at least thirty (30) calendar days' notice of the intended change. It shall be the Association's responsibility then to initiate bargaining by filing written notice with the Superintendent within ten (10) calendar days. If the Association does not make a timely request for bargaining, the Board may implement its intended change thirty (30) calendar days after the initial notice. Upon Association request and during the bargaining period of thirty (30) days, the Board's representative(s) will bargain in good faith with the Association's representative(s). If there is no mutual understanding or agreement between the parties after bargaining (not to exceed a period of 30 days from the initial notice from the Board), the parties will mediate the issue with the assistance of a mediator from the Federal Mediation and Conciliation Service, or from the State Employment Relations Board as an alternative. The mediation period shall not exceed two (2) weeks. After those two weeks, the Board may implement its last offer and the Association may proceed in accordance with O.R.C. 4117.14(D)(2). In the case of an emergency, the parties shall mutually agree on a modified procedure or shall consult the mediator for a modified procedure.
2. This Article constitutes the Board's entire duty to bargain during the term of this Agreement regardless of O.R.C. Chapter 4117 or any other provision of law. The grievance/arbitration procedure shall be the exclusive remedy for any disputes or challenges to the Board's compliance with its duty to bargain during

the term of this Agreement. Any such grievance will be resolved by the designated mediator (B)(1) (above) as final and binding arbitration under an expedited procedure.

ARTICLE V

TERMS OF EMPLOYMENT

A. INDIVIDUAL TEACHING CONTRACTS

1. Limited Contracts

- a. Contracts for the employment of teachers shall be of two types: limited contracts and continuing contracts. A limited contract is a contract for a specified number of years. Except as otherwise provided in this Agreement, under such type of contract a teacher has no vested right to re-employment after the expiration of the term provided for in the contract. The Board must grant limited contracts to teachers who hold only provisional or temporary teaching certificates/licenses. For purposes of seniority and benefits, the individual contract year shall begin on the teacher's first workday in the school year and shall end on the day preceding the first teacher workday of the next school year; provided, however, that a teacher's valid resignation shall be effective according to its terms and that a suspension of contract shall be effective as provided in the Board's resolution.
- b. During a teacher's first three (3) years of employment by the Board, the Board shall employ the teacher on one-year contracts each year. After serving on three (3) one-year contracts consecutively, beginning with the fourth (4th) year of employment, a teacher is eligible for a two-year contract. Following completion of the first two-year contract, a teacher is eligible for a three-year contract. Following completion of the three-year contract, a teacher is eligible for a five-year contract. All service must be consecutive service consisting of at least 120 actual workdays each school year to be eligible for a multi-year contract.

Eligibility for a multi-year contract means that the teacher, if re-employed by the Board, normally will receive the specified length of contract. The Board may re-employ a limited contract teacher on a contract of fewer years than that set forth in this provision if the Board or administration determines that the teacher's performance is not satisfactory, as reflected in a written evaluation or other documentation in the teacher's file. If the Board renews the teacher's employment at the end of such a contract, the teacher shall be employed for the normal number of years indicated in this Article.

- c. Limited contracts automatically shall be renewed for a term consistent with paragraph (b) above unless the Board, on or before April 30 of the school year in which the limited contract is to expire:

- (1) adopts a resolution in public session of its intention not to renew the employment of that teacher; and
 - (2) mails a written notice of the non-renewal by certified mail, return receipt requested, to the teacher at the residence address appearing for that teacher on the Treasurer's records and the teacher's place of employment. It is the responsibility of each teacher to keep a current address on file with the Treasurer and to make any necessary change therein.
- d. A teacher who becomes eligible for a continuing contract during the term of a multi-year limited contract may be considered on individual merit for a continuing contract upon meeting the requirements of the Ohio Revised Code. A teacher who expects to become eligible for continuing contract consideration by the next April and who desires to be considered must give the Superintendent written notice of the expected eligibility by September 15 of that school year. A continuing contract during the term of a multi-year limited contract shall be issued only upon the affirmative recommendation of the Superintendent and affirmative vote by a majority of the Board.
- e. Probationary Contracts
- (1) Upon the recommendation of the Superintendent, the board may issue a one (1) or two (2) year probationary limited contract for a teacher who is eligible for a continuing contract if:
 - (a) The Superintendent or designee notifies the teacher at least ten (10) calendar days in advance of a regular or special April Board meeting of his/her intent to recommend a probationary contract with professional improvement goals attached to the same.
 - (b) The issuance of a probationary contract shall be based on performance of contracted duties deemed by the administration to be less than satisfactory as documented by evaluation.
 - (c) Upon the termination of the probationary contract period, the member of the bargaining unit must be given a continuing contract or notified of the Board's intent not to renew such contract pursuant to the terms of this Agreement.
 - (2) The Board may approve a probationary contract as recommended by the Superintendent by simple majority vote, with written notice of the Board's action to the teacher on or before April 30.
 - (3) Notices under this section may be given by personal delivery or by depositing written notice in the U.S. certified mail at least two calendar days before the deadline, addressed to the teacher's address on file with the Treasurer at the time of the mailing.

(4) This Section (A)(1)(e) supersedes Ohio Revised Code 3319.11 as to procedures for issuance of extended limited (probationary) teacher contracts.

- f. All bargaining unit members hired with temporary certification or licensure will be deemed to have resigned if the member fails to have his/her certificate or license renewed by July 31.

2. Nonrenewal of Limited Teaching Contracts

- a. (1) If the Superintendent intends to recommend the nonrenewal of a limited teaching contract, the teacher in question shall be given the reason(s) for such a recommendation. The Superintendent shall put the reason(s) for his/her recommendation in writing. The teacher may be accompanied by a representative of his/her choice at the time the Superintendent submits the reason(s).
- (2) Prior to official Board action, teachers whose limited teaching contracts are subject to renewal shall be notified of the date when the Board intends to act on the Superintendent's recommendation.
- (3) If the Board does not renew a limited teaching contract which has been recommended for renewal by the Superintendent, the Board shall give the teacher the written reason(s) for such action in executive session and the teacher may be accompanied by a representative of his/her choice in such session.
- (4) If the teacher referred to in paragraph (3) is not present at the Board meeting when official action is taken to nonrenew the limited teaching contract, the teacher will, upon request, be given the reason(s) for the Board's action in executive session no later than the next regular Board meeting. If the teacher does not attend that meeting, there shall be no further requirement of the Board to state its reason(s).
- b. The Board may nonrenew a teacher's contract for "just cause." "Just cause," for the purposes of this Article, means:
- (1) Performance unsatisfactory to the administration or Board as documented by written evaluation(s) and/or other relevant documentation in the teacher's personnel file; or
- (2) Immorality, violations of reasonable rules and regulations of the Board or other inappropriate conduct.
- c. Subsection (2)(b) of this Article shall not apply to renewal or nonrenewal of the teacher's first three (3) regular limited teaching contracts with the Board.

- d. The limited contract of any teacher may be terminated during its term for just cause as provided in O. R.C. 3319.16.
- e. This Section (A) supersedes Ohio Rev. Code 3319.11 as to procedures for nonrenewal.
- f.
 - (1) If a teacher is nonrenewed during or after his or her fourth regular limited teaching contract with the Board, the arbitrator may order the Board to reinstate the teacher if he or she determines: (a) that the evaluation or nonrenewal procedures of this Agreement have not been complied with; (b) that the Board did not have "just cause" as defined in subsection (2)(b) for the nonrenewal; or (c) that the Board did not give the teacher written notice of its intention not to re-employ the teacher on or before April 30.
 - (2) If a teacher is nonrenewed during his or her first three regular limited teaching contracts with the Board, the arbitrator may order the Board to reinstate the teacher if he or she determines that the evaluation or nonrenewal procedures of this Agreement have not been complied with or that the Board did not give the teacher written notice of its intention not to re-employ the teacher on or before April 30. Excluded from this paragraph are teachers hired to fill a vacancy on or after the first day of school, provided their total length of service is less than 120 days in that school year.
 - (3) In giving notice of nonrenewal, the Board or Superintendent shall deliver the notice by personal service upon the teacher, or deliver the notice by certified mail, return receipt requested, to the teacher's place of employment and place of residence.
 - (4) Any grievance concerning a nonrenewal of a regular limited teaching contract must be filed within fifteen (15) calendar days of the teacher's receipt of the notice of nonrenewal. The filing shall be treated as being an appeal to Level Four of the grievance procedure. The Association must concur with the appeal to binding arbitration. If a teacher is ordered reinstated by an arbitrator, the teacher replacing him or her may be suspended under the reduction in force provision if the Board deems it necessary.

B. ASSIGNMENTS AND TRANSFERS

1. General

- a. The statutes of Ohio vest in the Superintendent the authority for assignments of certified personnel. The Superintendent shall make assignments in keeping with those statutes and the provisions of this Agreement.
- b. The Superintendent shall assign teachers to the areas of their major preparation whenever possible.

- c. Assignments shall be in subjects or positions stated on current valid certificates/licenses held by the person assigned.
- d. Specific assignments for teaching are made for no longer than one (1) school year.
- e. No teacher shall be transferred, assigned or re-assigned arbitrarily or capriciously.
- f. No vacancy shall be filled from outside the bargaining unit until all qualified bargaining unit members who make timely application for the posted position (if any) have been interviewed for the position. Such consideration shall include an interview with the administrator directly responsible for the vacant position. It is the sole and exclusive prerogative of the Board to determine the necessary and appropriate qualifications for the filling of vacancies, which qualifications need not be limited to teacher certification/licensure, but may include experience, nature of the experience, and any other factors deemed relevant and appropriate by the Board. The qualifications shall be stated in the notice of vacancy. This paragraph shall not apply to nonrenewed staff, to supplemental positions or where the position to which a teacher would transfer does not require the same certification/licensure as the position to which the teacher currently is assigned. However, if in the judgment of the administration an internal applicant for a position is the best qualified applicant for the position, the internal applicant shall be awarded the position.
- g. No transfer shall be implemented for the purpose of causing the lay-off of a more senior employee.
- h. No transfer shall be implemented for the purpose of preventing the recall of an employee with recall rights.

2. Transfers and Re-assignments

- a. Personnel shall be notified of their assignment by the Superintendent at the earliest practicable date consistent with the proper government and staffing of the system. Notification shall be made consistent with legislative mandates.
- b. Personnel should interpret that their current assignment will continue until such time as notice of change of assignment is given by the Superintendent. Where the Superintendent transfers a teacher because of the need to reduce the number of staff at a particular elementary building or, at the middle school and high school levels, within the building or within the department in which the teacher taught during the prior year, the least senior teacher in the building or department shall be transferred. This paragraph shall not limit or restrict the Superintendent's authority to transfer or reassign teachers for any other reason(s).

- c. If the teacher determines the change of assignment to be undesirable, he/she may request a meeting with the Superintendent and with all other administrative personnel that would be directly affected by the change of assignment. This meeting must take place within seven (7) calendar days of the Superintendent's receipt of the request, and shall consist of a discussion of the teacher's and administrators' views with respect to the change of assignment.
- d. Any employee being involuntarily transferred shall be notified of the transfer by August 1 before the start of a new school year; provided, however, that the Superintendent may transfer an employee after August 1 based upon unforeseen circumstances (e.g., resignation after July 10 which is accepted by the Board of Education or unexpected changes in enrollment at a grade level or in a subject area), in which case the employee shall be notified as soon as possible.

3. Vacancies and Requests for Transfer

- a. During the school year, the Superintendent will post bargaining unit vacancies in an appropriate place in each school building. During the summer months, notification of vacancies will be sent to the Association President or designee and posted in the Central Office. The vacancy will not be filled until after this notice has been posted for seven (7) calendar days. During the summer months, the posting shall be provided to bargaining unit members by sending the posting to "All Staff" through the district e-mail system.

Between July 10 and the first day of school, the Board may fill a position before the end of the posting period for compelling educational reasons. In addition, before the end of the teacher work year, a teacher desiring a specific type of position may provide the Superintendent with a written request, along with information on how the teacher can be contacted during the summer, for notice of a vacancy in such a position. The administration shall make reasonable efforts to contact and to interview such a teacher during the summer before filling the vacancy.

- b. A teacher who seeks a transfer shall first discuss the matter with his/her principal or administrator. It is the statutory discretion and responsibility of the Superintendent to make all transfers, in keeping with those statutes and the provisions of this Agreement. A teacher may only apply for and be granted one request for transfer during twelve (12) months.
- c. A teacher who feels his/her request for transfer has not been properly considered may first meet with the Superintendent.
- d. A position is considered vacant when:
 - (1) An employee dies.
 - (2) An employee's resignation has been received by the Superintendent.

- (3) An employee's retirement has been received by the Superintendent.
 - (4) An employee is terminated or nonrenewed.
 - (5) An employee is transferred to another position.
 - (6) An employee is promoted.
 - (7) A new position is created.
 - (8) An employee's leave extends beyond its designated limitations.
 - (9) An employee accepts disability retirement.
- e. The Board shall determine whether and when to fill a vacancy. Re-assignments of teachers within buildings may occur before a position is considered vacant. The posting of a vacancy does not require the filling of the vacancy.
- f. A teacher shall notify the Board, in writing, within ten (10) days of the receipt from STRS of notice of his/her approval for disability retirement whether or not the teacher intends to accept the retirement. If a teacher does not give such notice of acceptance of the retirement, the teacher's use of leave during the next twelve (12) months shall be limited as follows: (1) the teacher may not use sick leave for absences caused by the disability for which the teacher was examined by STRS unless the teacher reapplies, and is approved for and accepts disability retirement; (2) the teacher must submit a doctor's certificate to establish that an absence was not caused by the disability if the teacher is absent for five consecutive days or for ten days in any month.
- g. If a regular teaching vacancy occurs on or after the first day of the teacher work year, the vacancy may be filled without posting of a notice of vacancy. If a teacher is hired to fill such a vacancy, that teacher shall be considered to be employed for no longer than the remainder of that school year if employed less than 120 days. His or her contract shall be nonrenewed. If the position is to be filled for the next school year, it shall be posted before the end of the current school year and filled in accordance with this Division (B). A teacher hired on or after the first day of the teacher work year who is employed 120 days or more shall have no vested right to the particular position for which he/she has been hired.

C. REDUCTION IN FORCE

If the Board determines it is necessary to reduce the number of teachers under O.R.C. 3319.17 or if the total of the prior year's receipts from property taxes, rollback and homestead exemption, and the current school year's amount of state foundation aid does not equal or exceed a five percent (5%) increase over the preceding year's total, the following procedures shall apply:

1. Reductions

Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Teachers to be affected will be notified of impending reductions whenever the Board of Education approves the

Superintendent's recommendations for necessary reductions. Those contracts to be suspended will be determined as follows:

- a. All teachers will be placed on a seniority list for each teaching field for which they are properly certificated and qualified. Teachers serving under continuing contracts will be placed at the top of the list in descending order of seniority. Teachers serving under limited contracts will be placed on the list under continuing contract teachers, also in descending order of seniority.
- b. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in the Circleville School District.
 - (1) Board approved leaves of absence will not interrupt seniority, but time spent on a leave of absence shall not count toward seniority.
 - (2) If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 - (a) the date of the Board meeting at which the teacher was hired, and then,
 - (b) the one who has the greater number of years of actual teaching experience in Ohio's publicly accredited and/or publicly chartered schools, and then
 - (c) the one who has the greater number of years of actual teaching experience in non-Ohio publicly accredited and/or publicly chartered schools, and then
 - (d) date of application (if dated), and then
 - (e) a coin toss.
- c. Recommended reductions in a teaching field will be made by selecting the lowest person on the seniority list for that area of certification who is currently assigned to a position in that teaching field. A teacher who is suspended due to a reduction and who has certification in another unaffected teaching field may displace a lesser experienced teacher in such unaffected teaching field provided the teacher completes three (3) quarter hours of credit within the teaching field within one (1) year of the change in assignment or provided the teacher has one (1) year experience in the teaching field.
- d. A reduction in force may be implemented following a thirty (30)-day written notice to affected staff members.

2. Recall

The names of teachers whose contracts are suspended due to a reduction in force will be placed on a recall list. Teachers with continuing contracts will remain on the recall list until recalled, are removed per (2)(c) below, or request removal. Teachers with limited contracts will be placed on the recall list for up to twenty-four (24) months from the date of the reduction with the opportunity for continuation to be decided at the discretion of the Board of Education. Teachers on the recall list will have the following privileges:

- a. May purchase for eighteen (18) months hospitalization, surgical, major medical, dental, vision and life insurance benefits, provided each carrier grants permission.
- b. May be granted preferential consideration as substitutes if such consideration is requested in writing and the employee holds current certification.
- c. Teachers on the recall list will be offered re-employment for any vacancy the Board determines to fill which may occur or new position created for which the teacher is certified and qualified and meets any special criteria that may be established by the Board. Teachers will be recalled in order of seniority at the time they are suspended, by written offer sent to the teacher's most recent address of record by certified mail. Acceptance of employment by recalled teachers may also require acceptance of supplemental assignment(s) if needed. Teachers who are offered and decline employment or who fail to accept the offer of recall within ten (10) calendar days from the postmark of the offer will forfeit all recall rights and such rejection shall be considered as a resignation. It is the teacher's responsibility to keep the Board informed of current phone number and address.
- d. Teachers recalled to duty will return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as enjoyed at the time of separation.

3. Miscellaneous

- a. Nothing contained herein shall require the Board to fill any vacancy or interfere with any other lawful personnel procedures in the school district. To the extent possible, the Board shall use attrition to avoid use of this Section (C).

D. PERSONNEL RECORD FILE

1. There will be established and maintained one (1) official personnel record file on certificated employees. This file will be maintained in the central office.

2. Any teacher shall have the opportunity to read any material which may be considered critical of his/her performance or service, before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but shall indicate only that the material has been inspected by the teacher. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.
3. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.
4. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the said member in such a review.
5. Upon request and payment of a reasonable charge, the teacher shall be entitled to a photocopy of the contents of his/her personnel file excepting employment references which are labeled confidential.
6. Each employee shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be obsolete, inappropriate, and/or inaccurate. The employee shall have the right to request that the obsolete, inappropriate, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the employee through the Association shall have the right to initiate a grievance at Step IV.
7. The evaluation information will be kept on a cumulative basis in the personnel file. Completed evaluation forms older than ten (10) years shall be removed from a teacher's file.

E. PARENTAL COMPLAINT PROCEDURE

1. When a complaint is made to the Board or any of its members or administrators by students' parents or any other members of the public concerning a teacher's conduct or other activities that relate to the teacher's employment conduct or other activities that relate to the teacher's employment duties, and the concern is thought to be serious enough to become a matter of record, the teacher shall be informed of the stated concern by the appropriate administrator and the teacher shall have an opportunity to inform the administrator of his or her version of events or to explain his or her actions. The appropriate administrator shall investigate the complaint and determine what action, if any, is appropriate. The administrator shall take the action he/she deems appropriate.
2. Should the complaining party still not be satisfied and bring the concern to the Board, the teacher shall be so informed and have the right to provide the Board information concerning the issue. Any hearing of complaints will take place in

executive session. The teacher shall have the right to be present and represented at that executive session. This Division (E)(2) does not apply to the employment actions of nonrenewal or a termination proceeding.

F. DISCIPLINE

1. Verbal reprimands shall not constitute discipline. No teacher shall be disciplined without just cause.
2. Recommendations concerning "challenged materials" shall not be admissible in any action regarding employee discipline.
3. Employee discipline may include the following: written warnings, written reprimand, suspension, and termination.
4. At all levels of employee discipline, the teacher may have CEA/OEA representation.

G. SPECIAL NEEDS ISSUES

The Circleville Education Association and the Board of Education acknowledge and agree that the assignment of special needs students and related staffing and workload issues are important, complex, and need periodic monitoring and review. Therefore, the Superintendent or designee shall meet with the affected teachers and administrators (one or more meetings) to review such issues and to anticipate problematic assignments for the next school year.

On an on-going basis, the district will consider creative financing options, special grants, volunteer aides, and restructuring of schools as possible solutions to these issues.

H. LESSON PLANS

The administration's expectation of teachers regarding lesson plans are as follows: The teacher shall teach the appropriate grade level indicators, benchmarks and standards of their assigned grade level and subject and shall follow their Curriculum Map as directed by the administration. An administrator may request a teacher's lesson plans for the current week or the syllabus for the current grading period, provided the teacher is given twenty-four (24) hour notice.

I. ELEMENTARY RECESS

All elementary buildings will have one morning and one afternoon recess unless the teachers and principal in the building mutually agree not to have either or both recesses.

J. PLANNING TIME

Each full-time teacher shall have an average of at least 210 minutes of planning time weekly during the student day.

ARTICLE VI

LEAVES

A. PROFESSIONAL MEETINGS

1. Requests for attendance at professional meetings shall be submitted through the principal to the Superintendent/Designee for consideration. The Superintendent/Designee will review and recommend such requests, if necessary, to the Board for consideration at the next regular Board meeting. The Superintendent/Designee may approve the attendance at a professional meeting prior to the next meeting of the Board, if necessary, and if the scheduled Board meeting does not permit adequate time for the teacher to plan for attendance at such meeting. The Superintendent/Designee and Board retain sole discretion to approve or disapprove requests to attend professional meetings and activities.
2. The Board shall pay the actual expenses to such meeting to a maximum amount initially approved by the Superintendent/Designee providing that a statement of expenses is furnished on approved forms provided.
3. Professional meetings and activities are those meetings and activities the purpose of which is to improve the competency of the teacher as related to the specific assignment of the teacher by the Board and/or administration.
4. Professional leave requests may not be denied on an arbitrary or capricious basis.

B. PERSONAL LEAVE

1. Each teacher shall be granted a maximum of three (3) days per year personal leave for emergency, personal and business obligations which cannot be done at any other time than on a regular workday or logically by any other person.
2. Personal leave shall be requested through the principal to the Superintendent/Designee who must authorize final approval. Requests for personal leave shall be applied for in writing at least three (3) days previous to the time of expected absence, except in case of emergency. For an emergency, oral notification should be made by the day of absence, with completion of the written forms upon return to work. Personal leave shall not be cumulative. Personal leave may not be used in less than half-day increments.
3. No more than the greater of ten percent (10%) of the bargaining unit in each building or two teachers per building may take personal leave on the same day. Personal leave days beyond this point can be granted at the discretion of the Superintendent. Requests will be honored consistent with this Section on a first come/first serve basis. Falsification of personal leave documentation may be grounds for suspension or termination of employment. Use of personal leave on a make-up day(s) shall be subject to paragraphs (1-4), except that the ten percent

(10%) limitation of this paragraph (3) shall not apply to prevent a teacher from using personal leave where the teacher made a nonrefundable deposit or purchased nonrefundable transportation tickets.

4. If the Superintendent/Designee in good faith cannot obtain necessary student/class coverage, she/he reserves the right to deny a bargaining unit member's request for a personal day(s).
5. Bargaining unit members shall be paid the following cash bonus in a lump sum in July following a school year for total use of personal leave, sick leave, and unpaid personal leave ("dock days") by the member in the prior school year of:

<u>Total number of days – No more than</u>	<u>Bonus</u>
4	\$ 100
3	200
2	300
1	400
0	500

C. SICK LEAVE

1. Bargaining unit members shall be granted sick leave without loss of pay for absence due to illness, injury, pregnancy and the recuperation period following pregnancy, exposure to contagious disease which could be communicated to other employees, or illness or death in the teacher's immediate family as hereafter provided.
2. Immediate family is defined as husband, wife, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or someone who has acted in the capacity of father or mother to the teacher.
 - a. Each teacher shall be entitled to sick leave of one and one-quarter (1-1/4) workdays per completed month. This plan accumulates a total of fifteen (15) days for the school year. A part-time teacher shall earn sick leave in fractional units pro rata to full-time teachers.
 - b. Unused sick leave shall be cumulative up to 252 days.
 - c. If the unit member begins the school year having reached the maximum allowed unused sick leave days (252), the member shall be permitted to use the fifteen (15) days which are earned for that school year, prior to having any deducted from the accumulated 252 days. If the member reaches the maximum allowed days or goes on unpaid status or separates from employment during the school year, the number of 252 days available prior to losing any days shall be prorated. The teacher, by June 15 of a school year,

must give written notice to the treasurer of the need to reconcile the teacher's sick leave balance and the treasurer will make the reconciliation.

3. The Board shall require a teacher to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when he/she was consulted.
4. A committee shall be formed to develop the procedures and requirements for a sick leave bank which will be utilized by all district employees. Recommendations shall be presented at the beginning of the 2010-2011 school year.

D. BEREAVEMENT LEAVE

Each teacher shall be allowed up to five (5) days with pay for each death in the immediate family as defined in Section (C) above, and for each death among the teacher's grandparents, brother-in-law, sister-in-law, spouse's grandparents and someone who has acted in the capacity of father or mother to the teacher's spouse, not charged to sick leave. Unpaid leave may be used if the bargaining unit member has exhausted all personal leave.

E. LEAVE WITHOUT PAY

Upon written request of a teacher, each teacher shall be granted up to five (5) days without pay during a period of two school years. In addition, the Superintendent may grant leave without pay for up to five (5) days per school year after the teacher has used the five (5) initial days. Employees shall give the superintendent three (3) days notice of request for such leave. The superintendent may waive the three (3) days required notice in an emergency situation.

F. CHILD CARE

Upon written request, a teacher shall be granted an unpaid leave of absence for care of an infant or newly adopted child under the age of six at the time of adoption. Such unpaid leave must be taken immediately after the use of sick leave, if any, in connection with childbirth or pregnancy related disability, and the total length of absence (paid sick leave and unpaid childcare leave) may not extend beyond the rest of the school year (July 1- June 30). In the case of birth or adoption on or after March 1, the teacher shall have the option of returning at the beginning of the succeeding school year or taking that year as an unpaid leave. The teacher must inform the Superintendent in writing by June 1 or 10 days after the birth, whichever is later, whether the teacher will take an unpaid leave for the entire next year. Upon agreement of the Board, a teacher may return prior to the end of a semester or school year. Otherwise, the leave will coincide with the end of a semester or school year. A teacher using child care leave may continue to participate in group insurance benefits at the teacher's cost.

G. ASSAULT LEAVE

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty- Nine (29) of the Ohio Revised Code.
2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of twenty (20) working days.
3. A teacher shall be granted assault leave according to the following rules:
 - a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.
 - b. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or Superintendent.
 - c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.
 - d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
 - e. Teachers shall not be permitted to accrue assault leave.
 - f. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.

4. A teacher who is assaulted (as defined in paragraphs 1 and 2 above) during a home visit shall be entitled to use up to forty (40) working days of assault leave due to absence resulting from physical injury.
 - a. If a teacher can obtain a recommendation from STRS examiner(s) of disability, the teacher must take disability retirement and may not use assault leave in excess of the forty (40) days or until disability retirement is effective (but only so long as use of assault leave does not postpone the effective date of the disability retirement). Once a teacher is on disability retirement, the Board shall pay the teacher the difference between monthly STRS disability retirement benefits and the regular teaching salary the teacher was earning when the disability occurred. Such payment shall not be subject to STRS contributions by the Board or STRS payroll deduction. Payment of this difference shall continue only until the earlier of:
 - (1) the teacher's return to fulltime employment, by the board or some other employer;
 - (2) is eligible to be converted to STRS service retirement; or
 - (3) becomes ineligible for assault leave under this Division.
 - b. If a teacher cannot obtain STRS disability retirement because he or she does not meet the minimum service requirement of STRS, the teacher (if otherwise eligible under this Division) shall be entitled to continue on assault leave beyond such forty (40) days but only so long as he or she continues to meet the eligibility requirements of this Division and then only until the teacher is eligible to obtain a recommendation from STRS examiners of disability.
5. Regardless of any other provision of this Division, if a teacher receives compensation under O.R.C. 4123.56 or 4123.58, the amount of assault leave compensation shall only be the difference between what that teacher receives pursuant to either of those sections and the compensation the teacher would normally receive under this Division.

H. COURT LEAVE

A teacher shall be granted, upon written request, court leave for the purpose of jury duty, to appear as a party in a school related civil lawsuit or civil administrative proceeding, or to appear as a subpoenaed witness in a civil lawsuit or civil administrative proceeding where the witness' knowledge or information of relevant facts arose from his or her employment with the Board. For the purpose of this article, school related matters shall not include conflicts between employer and employee or the employer and the Association. Any teacher called for jury duty or a court appearance shall notify his or her Principal as soon as possible. The teacher will receive his/her regular pay for the time spent on such leave, and may retain any witness or jury duty check.

This paragraph does not preclude regular salary payment to a subpoenaed teacher where a law or regulation requires regular pay to a witness who is subpoenaed to appear during work time.

I. NOTICE OF RETURN FROM UNPAID LEAVE OF ABSENCE

A teacher on an unpaid leave of absence for a school year or for the remainder of the school year shall give the Superintendent written notice by March 1 whether he or she will return to employment the following year.

ARTICLE VII

TEACHING CONDITIONS

A. LENGTH OF REGULAR WORKDAY

1. The regular on-duty teacher workday, inclusive of a thirty (30) minute duty free lunch, shall be no greater than seven (7) hours and forty-five (45) minutes.
2. The District may schedule an extended school day up to four (4) times per school year, up to one (1) hour per occasion, with teachers to be paid for the additional time at the Home Instruction Hourly rate. Development activity on non-school days (voluntary) shall be compensated from grant money.
3. Bargaining unit members shall not be required to teach more than six (6) periods per day at the middle school and the high school and shall not be given remediation and intervention responsibilities more than one grading period out of four.

B. LENGTH OF SCHOOL YEAR

The regular teacher work year shall consist of one hundred eighty-four (184) days and an additional day for new teacher orientation.

C. TEACHER APPRAISAL PROCESS

PURPOSE

1. To improve professional performance and to provide a means of professional growth.
2. To provide one basis for personnel decisions.
3. To constitute the evaluation procedure for bargaining unit members, replacing all prior procedures and the procedure set forth in O.R.C. 3319.111.

PROCESS

1. The building principal or supervisor shall review the appraisal process with all teachers during August or September of each school year and distribute copies of all necessary forms.
2. All observations/evaluations shall be done by administrators on the adopted forms.
3. The evaluation process shall be:
 - a. The teacher being evaluated shall meet with the administrator responsible for his/her evaluation forty-eight (48) hours prior to the first classroom observation and at the request of the administrator. This meeting shall not exceed forty (40) minutes.
 - b. At least two (2) classroom observations of 30 minutes duration each. A classroom observation form shall be completed for each observation and shall be given to the teacher at a post-conference within five (5) school days of the observation.
 - c. If deficiencies serious enough to lead to non-renewal or termination are noted in any observation:
 1. The evaluator shall promptly issue a Notice of Deficiency, and
 2. Shall meet with the teacher. A plan of action will be developed by the evaluator, in consultation with the involved teacher. The plan must include specific recommendations regarding any improvements needed in performance and regarding the means by which the teacher may obtain assistance in making the improvements.
 - d. A final evaluation form shall be prepared and given to the teacher at a conference held for such purpose. This conference may be included in the final post-observation conference.
4. Frequency
 - a. Individuals on 1 year limited contracts shall receive 2 complete evaluations: The first to be completed by the end of the first semester, the second by March 20.
 - b. Individuals on 2 year limited contracts shall receive 2 complete evaluations during the second year of their contracts. The first shall be completed by the end of the first semester, the second by March 20.
 - c. Individuals on 3 year limited contracts shall receive 2 complete evaluations during the third year of their contracts. The first shall be completed by the end of the first semester, the second by March 20.

- d. Individuals on 5 year limited contracts shall receive 1 complete evaluation during the third year of their contracts. During the 5th year of their contracts they will receive 2 complete evaluations. The first shall be completed by the end of the first semester, the second by March 20.
- e. Continuing contract teachers shall receive one evaluation every three (3) years.
- f. The frequency requirements of this paragraph are minimums and do not preclude more frequent observations and evaluations.
- g. The evaluator shall reasonably modify the deadlines of this procedure to accommodate leave(s) of absence (illness, Personal Leave, etc.).

5. Procedures

- a. In each evaluation, the first observation shall be scheduled in advance. Subsequent observations may or may not, at the discretion of the evaluator, be scheduled in advance.
- b. When an evaluator issues a rating of basic or less in any area, he/she must place comments on the form which provide rationale for the rating.
- c. Observation of classroom performance shall not be conducted on the day prior to Pumpkin Show Break, Thanksgiving, winter break, or spring break.

D. FIELD TRIPS

Teachers may request educationally based field trips which correlate with grade appropriate state standards, subject to administrative approval.

E. KEY SIGN OUT

The Board shall make keys available for teachers to sign out when teachers have a need to use a locked elevator, building, classroom, and/or work room in the building(s) to which they are assigned.

F. BUILDING ADVISORY COMMITTEE

Each building shall have a committee consisting of the Principal and teachers for the purpose of discussing issues related to that building. The Association shall designate one teacher to gather items for the agenda and to distribute the agenda and minutes to building teachers.

- 1. Issue of concern must be given to the designate CEA representative.
- 2. No issues will be accepted anonymously.

3. The time, date, and location of the Building Advisory Committee meetings as well as an agenda of all issues to be discussed must be provided to all teachers one week prior to the scheduled BAC meeting.
4. Provide all teachers with the ability to vote on any proposed changes initiated by the Building Advisory Committee.

G. CHALLENGED MATERIAL

The Association may appoint one of the two teachers to the Instructional Material Review Committee. The Committee will provide the teacher whose material is being challenged an opportunity to present his or her position with respect to the material to the Committee, in person or in writing. The affected teacher may appeal at any level of the review process.

H. CHEMICALS IN THE WORKPLACE

At the beginning of each school year, the administration shall post in each building, a poster with the telephone number of the appropriate safety and health agency(ies), including the State OSHA number.

I. TRAVEL TIME

Reasonable travel time shall be scheduled for employees required to perform work at more than one site during the course of the workday. Reasonable travel time shall include the time reasonably necessary to prepare to leave one site, reasonable travel time between sites, and reasonable arrival time requirements including parking, check-in procedure, and time to organize in preparation for work.

J. INVASIVE MEDICAL PROCEDURES

1. Except for school nurses, bargaining unit members shall not be compelled to perform invasive medical procedures. Where such procedures are done voluntarily, the member will be considered to be acting within the scope of the member's job responsibilities.
2. Teachers will be updated annually as to emergency medical procedures/policies.

K. HEALTH, SAFETY AND ENVIRONMENTAL ISSUES

The CEA will utilize the following procedure to inform the Board of environmental issues: Environmental health and safety issues shall be reported to the individual CEA Building Representative.

The reporting individual and/or building representative shall reduce said issue(s) to writing and submit a copy to the Superintendent and the Association President. All environmental issues shall be dealt with in a timely manner to resolve the problem(s).

ARTICLE VIII

SALARY AND FRINGE BENEFITS

A. REGULAR TEACHERS' SALARIES

1. Teachers shall receive an annual salary on the current index. The Treasurer will provide individual salary notices by July 1 or after a salary settlement has been approved by the parties, whichever is later. The hourly rate for tutors shall be the 1995-96 rate, to be increased when the base salary increases and at the same percentage increase as the base salary. The base salary shall be:

2010-2011	\$35,107	(2.5% Increase)
2011-2012	\$35,985	(2.5% Increase)
2012-2013	\$36,885	(2.5% Increase)

2. Teachers are classified for salary purposes, and they are placed on the schedule according to experience, training, and classification, at the beginning of each school year. A valid certificate/license must be provided by September 15th. Changes in training level on the schedule will be made upon receipt of official transcripts. Teachers will need to provide official copies of transcripts that effect training level changes. Teachers who qualify for a new training level during the school year need to file an official transcript by the 15th of the month and their increase will be received by the second pay of the next month. The salary increase for the remainder of the year will be based upon the date the official transcript is received by the district office. If the official transcript is not received by May 1st of the current school year, then the change in placement on the salary schedule will not take place until the following school year. If a teacher completes course work that qualifies the teacher for a new training level during the summer months, and the teacher files a transcript by August 30th, the new salary will take effect September 15th (first pay).
3. Part-time teachers shall receive a pro-rata annual salary based upon the proportion of the number of hours a similarly assigned full-time regular teacher is scheduled to work.
4. "Five Years" training is defined as at least 150 semester hours, or 225 quarter hours, and a Bachelor's Degree.
5. For a teacher to qualify for the MA+ column, the hours must be hours earned after the Master's Degree is conferred.
6. The salary schedule shall be based on 184 days of annual service.
7. A military year shall be defined as eight months of continuous service. Only one year of service will be granted for any one twelve month period.

B. PAYROLL CHECKS

1. Teachers shall be paid on the fifteenth (15) and the last day of each month, for twenty-four (24) pays over an annual pay cycle.
2. Payroll checks will be issued on the business day preceding a professional day.
3. Payroll checks shall also be mailed in the summer or emailed if requested, unless the teacher gives the Treasurer written notice by May 31 that the teacher intends to pick up the check on the payday by noon.
4. If schools are closed on pay day because of weather or other emergency and the Treasurer's office is open, paychecks may be picked up by the teacher at the Treasurer's office by noon. If the Treasurer's office is closed on a payday because of weather or other emergency, then paychecks shall be distributed on the next teacher workday.
5. Direct deposit will be required for all bargaining unit member and shall extend to all financial institutions that are part of the Federal Reserve Bank system. Deposits shall be made on the day, which is the payday pursuant to paragraphs 1-5, above.

C. PAYROLL DEDUCTIONS

1. Deductions are to be itemized on a slip attached to the paycheck for the convenience of the teacher. Deductions may be made for the following items:
 - a. Withholding Tax (Federal, State, City)
 - b. Health Insurance
 - c. Retirement
 - d. Unauthorized Absence
 - e. Tax Sheltered Annuities (TSA's)
 - f. Professional Dues and/or any applicable fees
 - g. Credit Union
 - h. Income Protection Insurance
 - i. Cancer Insurance
 - j. Fund for Children and Public Education Contributions
 - k. Individual Retirement Accounts (IRA's)
 - l. Medicare
 - m. Flexible health/dependent care spending accounts
2. When it is necessary to make a deduction for unauthorized absence, the amount shall be determined by dividing the annual salary by the number of days in the teacher contract year. Deductions for unexcused absence or leave without pay shall be made equally from the two pays following the absence.

3. Circleville City School District requires a 403b provider to obtain and maintain at least five (5) participants in order to be added to the approved 403b Third Party Administrator (TPA) provider list. In addition, the provider must be able to cooperate with the information and automation requirement of the district's Common Remitter Service and our Plan Administrator. Furthermore, the provider must execute a reasonable Hold-Harmless Agreement protecting the school district from any liability related to the 403b contract into which an employee enters and the Information Sharing Agreement agreeing to all required communication regarding our employees' accounts in order that the district can administer its 403b plan as required by the Internal Revenue Service.
4. The Treasurer shall send the deducted money to the designee on or before the ninth calendar day of the month following the pay day.
5. If a teacher is eligible to purchase retirement service credit from STRS the teacher, in writing to the Treasurer, may elect one or the other of the following options:
 - A. to have a deduction made from the teacher's paycheck with taxes deducted at the time of deduction; or
 - B. to have a deduction made from the teacher's paycheck with taxes deferred until retirement and then paid from STRS.

D. SUPPLEMENTAL SALARIES

1. Teachers who are employed and are to be compensated by the Board of Education for approved supplemental duties in addition to regular teaching duties shall be employed on "supplemental contracts." A supplemental contract shall be valid for only one (1) school year, and shall automatically expire at the end of that school year without further action or notice by the Board of Education.
2. Teachers shall be compensated for supplemental duties for which they are employed in accordance with the salary schedule attached hereto as Appendix D to this Agreement. Supplemental salaries shall be calculated on the base salary in effect in the particular school year. The Board of Education need not fill any or all positions listed on the schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The elimination of a supplemental position or the failure to fill a position shall not be subject to bargaining with the Association. If a supplemental position listed on the schedule is filled, the compensation for it shall be in accordance with the supplemental salary schedule.
3. For purposes of filling supplemental positions, satellite teachers of Pickaway-Ross Joint Vocational School District assigned to Circleville City School District building(s) shall be considered to have the same preference and priority that bargaining unit members of CEA have under this Master Contract.

4. Supplemental duties and salaries can be split for non-athletic supplemental contracts only.

E. EXTRA DUTY SALARY SCHEDULE REGULATIONS

1. Extracurricular positions are divided into groups I through VII with experience increments provided at the following levels: 0-2 years; 3-5 years; 6-8 years; 9-11 years; 12-14 years; and 15+ years.
2. Compensation for extracurricular positions will be based upon a supplemental salary schedule incorporating the following: grouping levels; experience increments; and index numbers. Compensation for the performance of these extracurricular duties will be negotiated between the bargaining unit and the Board.
3. Extracurricular contract positions will be approved by the Board and will be effective for only one (1) year.
4. Years of experience will be granted for supplemental positions.
5. Placement on the salary schedule shall be made using the following criteria:
 - a. Experience Within the District (Athletic Experience)
 - (1) 1 for 1 years of experience for any junior high coaching position when moving to other junior high coaching position.
 - (2) 1 for 3 years of experience for junior high coaching when moving to reserve or varsity assistant in the same sport.
 - (3) 1 for 1 years of experience when moving to a lower level in the same sport.
 - (4) 1 for 2 years of experience for first six years of experience, plus 1 for 1 for years of experience beyond six years when moving from reserve or varsity assistant position to head varsity position in the same sport.
 - (5) 1 for 1 years of experience for head varsity experience when moving to head varsity position in the same sport. (public or private school)
 - b. Experience Within the District (Non-Athletic Experience)
 - (1) 1 for 1 years of experience for advisors.
 - (2) 1 for 1 years of experience when moving to a lower group in an activity.

- (3) 1 for 3 years of experience for any junior high experience when moving to a position of higher responsibility in same activity.
- (4) 1 for 2 years of experience for first six years of experience, plus 1 for 1 for years of experience beyond six years when moving from assistant band director to head band director.
- (5) 1 for 1 years of experience for head band director.

F. PAYMENT FOR UNIVERSITY/COLLEGE EXPENSES

A teacher is not eligible when a leave of absence has been granted or after a teacher has been suspended pursuant to a reduction in force.

Guidelines

- 1. All course work must be approved in advance by the Superintendent.
- 2. All course work must be in the field of certificate/licensure, or further coursework in school counseling, education or administration and is subject to the approval of the Superintendent.
- 3. All hours must be earned in a fully accredited college or university.
- 4. First-year teachers in Circleville will be entitled to reimbursement for approved courses taken in their first year of employment and the summer following the first year only if employed by the Board under regular contract during September following the first year of employment.
- 5. No duplication of payment will be made where a stipend has been awarded for same course work.
- 6. Payment will be made upon the completion of the approved course work and the filing of official transcripts and proof of payment of actual cost. If a teacher resigns, the Treasurer shall set off against any remaining salary the amount of reimbursement for courses taken in the preceding college quarter or semester.
- 7. The maximum number of hours per teacher is ten (10) semester hours or fifteen (15) quarter hours upon the initial request. A teacher may apply for additional consideration if the total maximum hours are not committed by June 1 each year.
- 8. A payment will be made in reimbursement of the actual cost of tuition to the teacher per hour up to:

<u>School year</u>	<u>Semester Hours</u>	<u>Quarter Hours</u>
2010-2011	\$250	\$167
2011-2012	\$250	\$167
2012-2013	\$250	\$167

9. Payment of full tuition and lab fees (when required) will be reimbursed when the administration or Board requests the teacher to enroll in a particular course.
10. The Board's total cost under this section (F) will not exceed \$65,000 in 2010-2011; \$70,000 in 2011-2012; and \$75,000 in 2012-2013.
11. After all tuition reimbursement funds have been expended by June 1 for tuition expenses for eligible teachers one time, the cost of license renewal and BCI checks shall be reimbursed on a percentage basis.

G. STATE TEACHERS RETIREMENT SYSTEM (STRS) PICKUP

1. Consistent with the provisions of Internal Revenue Service Rulings 77- 462, 81-35, and 81-36, effective for earnings after July 1, 1984, the Board shall pick up each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pickup nor is the Board's total contribution to STRS increased thereby.
2. The dollar amount to be designated as "picked up" by the Board:
 - a. shall equal the then current percentage amount of the teacher's mandatory STRS contribution;
 - b. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
 - c. shall be included in computing final average salary;
 - d. shall not be reported by the Board as subject to current federal and state income taxes;
 - e. shall be reported by the Board as subject to city income taxes;
3. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans.
4. If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board, the Treasurer, and other Board employees will be held harmless by the Association and this Article of the Agreement shall be declared null and void.

H. INSURANCE

1. General Provisions

The Board shall distribute to teachers information in booklet or summary form on the specific coverage of insurance when and as such literature is available from the insurer.

The Board shall provide the Association with a copy of all contracts and insurance policies regarding insurance for bargaining unit members upon request.

2. Life Insurance

The Board shall provide and pay the full cost of group term life insurance for all full-time teachers in the amount of \$35,000. A teacher may opt to purchase additional life insurance coverage in accordance with the insurer's policy through payroll deduction at his or her expense.

3. Group Hospital, Surgical, Major Medical Insurance

The Board shall provide group hospitalization and major medical insurance and shall pay the full cost of individual coverage for all full-time teachers. Beginning July 1, 2006, the District will implement the Pickaway-Ross Consortium Plan 3-C. The Board shall contribute for those unit members enrolling in the dependent coverage eighty percent (80%) of the dependent coverage cost. The Board shall contribute for those unit members enrolling in the single coverage ninety-two percent (92%) of the single coverage cost.

All employed couples will pay ten percent (10%) of the single coverage premium, to be deducted from the most senior spouse's paycheck.

Payment in-Lieu-of Insurance

Each member of the bargaining unit who waives health insurance coverage by the Circleville City Schools shall be eligible for and receive fifteen hundred dollars (\$1,500) each year. Requests for payment, in-lieu of participation, shall be submitted by employees to the Treasurer by the 15th of June. Payments will be made August 15 with the regular paycheck.

4. Specifications:

The specifications of the health insurance plan are included at the end of this document in Appendix D.

Every effort will be made to maintain and add new physicians to the PPO network.

It is in the joint interest of teachers, the Association and the Board to contain the escalating cost of health care and the resulting insurance cost increases. The parties agree to establish a continuing joint Insurance Committee with two (2) members appointed by the Superintendent and two (2) members appointed by the President of the Association. This committee will examine insurance costs and benefits, and will report their findings annually to the Association and the Board. No changes will be made in current benefits without the agreement of the Association and the Board.

5. Dental Insurance

The Board shall provide and pay the full cost of dental insurance for all full-time teachers and their eligible dependents.

6. Vision Insurance

The Board shall provide and pay the full cost of vision insurance for all full-time teachers and their eligible dependents.

7. Implementation

The Board, in its sole discretion, may determine the methods and means by which these benefits are implemented, after meeting and conferring with Association representatives. However, in all cases, the agreed upon P.P.O. benefits/coverages (including, but not limited to, those delineated in the contract) shall be used as the new baseline and all future benefits/coverages shall be equal to or greater than this baseline at the time of ratification. (See Appendix F) Both parties shall agree on a neutral health insurance expert to determine disputes over health insurance coverage. His or her decision shall be final.

8. Leaves of Absence

A teacher on an approved unpaid leave of absence may continue group insurance coverage by paying the monthly premium to the Treasurer.

9. Part-time Status

Teachers with a regular part-time schedule shall be entitled to the benefits of this Section (H) on a pro rata basis.

10. Teacher Liability

The Board shall defend and indemnify teachers for liability arising out of their employment pursuant to and with the conditions and limitations established by state law. This item shall not be subject to grievance arbitration under this Agreement.

11. Committee for Dental and Vision Insurance

The parties shall have a joint committee to review the plan terms for dental insurance and vision insurance and to make any recommendations to the parties for changes in the plan terms. The Superintendent shall appoint two persons to the committee and the Association President shall appoint two persons to the committee. The joint committee will make its recommendations for any changes. If the Association ratifies such changes and the Board approves the changes, they will be implemented.

I. MILEAGE REIMBURSEMENT

Teachers using their own car shall be reimbursed at the current IRS rate for authorized travel in the course of their employment upon proper verification of mileage. Traveling teachers with set schedules shall turn in mileage forms monthly.

J. SEVERANCE PAY

1. A teacher with ten (10) or more years of service to the Board of Education shall, at the time of retirement, be paid in cash for one-fourth (1/4) the value of his or her accrued but unused sick leave credit, such payment not to exceed the value of one-fourth (1/4) of 140 days, or thirty five (35) days' pay, plus one (1) day's pay for each six (6) accrued sick leave days exceeding 120 days, not to exceed a total of 57 days of severance pay.
2. The payment shall be based on the teacher's per diem rate at the time of retirement, if during the school year, or at the per diem rate for the prior school year. Such payment will eliminate all sick leave credit accrued but unused by the teacher at the time payment is made. A teacher will receive payment upon retirement when submission of receipt of benefit is turned into the Treasurer, for the next pay run.
3. A teacher shall be deemed to have "retired" under this Article when he or she has been approved for service retirement by the Board of the State Teachers' Retirement System.

K. COMMITTEE COMPENSATION

1. Participation in curriculum committee or IEP meetings on Saturdays or during the summer shall be optional. Payment for attendance at such meetings shall be paid by the Board out of any funds or grants that may be available for that purpose.
2. Curriculum committee or IEP meetings that are held at the end of a school day shall not normally exceed a length of one (1) hour. Beginning and ending time of this hour will be determined by committee participants for curriculum meetings and by the committee chair for IEP meetings. If the meeting exceeds one (1) hour of total time, compensation for participants will be at the rate of \$16.00 per hour.
3. Every effort will be made to schedule at least one of every three meetings for any one committee by using early release of participants from their teaching assignment. The ending time of such meetings will not exceed one hour in time after the student school day of the majority of the committee's participants. Such meetings involving early release from teaching duties will not involve extra compensation. This does not include committee meetings that are scheduled on

school-wide early release days. Such committees may extend past one hour after the student school day, and the participants will be paid the district hourly rate for time exceeding one hour after the student school day (see Article VII, Section A, Number 2.)

L. CLASSROOM COVERAGE BY BARGAINING UNIT MEMBERS

When a classroom teacher covers or absorbs another teacher's class, due to the lack of a substitute, by volunteering or by administrative request, the covering teacher shall be paid \$14.00 per period at the secondary level and \$9.00 per half hour at the elementary level. This includes when a bargaining unit member gives up his/her planning period to cover another teacher's class (including instances where elementary classroom teachers cover their classes when special area teachers are absent). If a teacher agrees to cover a co-worker's class, so the co-worker can leave for an appointment, the teacher covering the class will do this as a professional courtesy and will not be paid.

M. SUMMER SCHOOL PAY

Unit members who serve as summer school teachers shall be paid at the rates per the supplemental salary schedule.

N. PLACEMENT ON THE SALARY SCHEDULE

A newly hired teacher has one year from the date the Board approved the employment to raise objections to his or her placement on the steps and columns of the salary schedule. If a teacher does raise a valid objection during that one-year, the teacher will receive back pay to the beginning of his or her employment. After that one-year period no teacher may challenge or object to his or her placement on the schedule with the following exception: a teacher may challenge placement based only on the District making a math or clerical mistake, with the correction to be prospective only. Objections must be raised by filing a written grievance.

Teachers who have been employed by the district for longer than one year shall raise objections to his or her placement on the steps and columns of the salary schedule by submitting written notice by January of the school year the teacher becomes aware of the error. If a teacher does raise a valid objection by January 31 during the school year she/ he learns of the error, the teacher will receive back pay to the beginning of that year. No back pay shall be owed or payable for any previous school year.

ARTICLE IX

GRIEVANCE PROCEDURES

A. GRIEVANCE DEFINED

A grievance is an alleged violation, misinterpretation, or misapplication of a specific and express term of this Agreement.

B. GENERAL PROVISIONS

1. A representative of the teacher's choice may be used by any grievant involved at any level of this procedure.
2. No record, document, or communication arising from a grievance shall be placed in the personnel file of any participants involved in the procedure herein described. No reprisal shall be made against any party involved in the use of this grievance procedure.
3. If a grievance appears to arise from the action or inaction of an authority higher than the principal or immediate supervisor, if it affects a group or class of unit members, or if it affects the Association, it may be initiated at the lowest level at which relief can be provided for the grievance, but not above Level Two.
4. An individual or group grievance may be initiated by the teacher or group of teachers so aggrieved or by the Association.
5. All meetings and hearings held pursuant to this procedure shall be conducted at a time and place which will afford a fair opportunity for all parties to attend but shall not conflict with the school day.
6. The Association President or his/her designee shall receive a copy of all formal grievances filed, all written communications between parties regarding grievances being processed (including notification of the time and place of all grievance meetings), and all written decisions. At all meetings under this procedure, the appropriate administrator(s), the grievant(s) and the Association representative(s) shall be included.
7. A grievance may be withdrawn at any level without prejudice or record.
8. This grievance procedure is the exclusive remedy for any matter which could be presented by a teacher or the Association as a grievance under this Article; provided, however, that either party may seek to have an arbitration award enforced, modified or vacated in accordance with Ohio Rev. Code Ch. 2711.

C. TIME LIMITS

1. During the adopted school year, "days" shall mean school days. During the summer vacation, such days shall mean weekdays (Monday through Friday) excluding legal holidays.
2. The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by written agreement of the grievant and the appropriate administrator.
3. If the grievant fails to file a written grievance or to appeal a grievance to the next step by the specified deadline, then the grievance shall be considered waived.
4. Failure of the administration to hold a meeting or to respond within the specified time limits shall entitle the grievant to appeal to the next step.
5. A written grievance, at whichever level it is filed, must be submitted to the appropriate administrator within thirty (30) calendar days of the occurrence of the act or condition on which the grievance is based.

D. PROCEDURE

1. Informal Discussion

A teacher having a grievance shall first discuss it with his/her immediate supervisor or principal.

2. Level One

- a. If a grievant is not satisfied with the result of informal discussion, the grievance and relief sought will be reduced to writing. The Association shall be available to assist any unit member in preparing the proper and complete information necessary to expedite the grievance. The written grievance shall be initiated by submitting it to the immediate supervisor or principal.
- b. Within five (5) days of receipt of the written grievance, the immediate supervisor or principal shall meet with the grievant.
- c. Within five (5) days following the meeting, the appropriate administrator shall render a written disposition. Said disposition shall be submitted to the grievant.

3. Level Two

- a. If the grievant is not satisfied with the disposition at Level One, the grievance may be appealed by submitting it to the Superintendent, within five (5) days of the grievant's receipt of the Level One disposition.

- b. Within five (5) days of receipt of the written grievance, the Superintendent shall meet with the grievant. Within five (5) days following the meeting, the Superintendent shall render a written disposition and send a copy of it to the grievant.

4. Level Three

If the grievant is not satisfied with the Superintendent's disposition of the grievance, he or she may file a written appeal of the grievance with the Treasurer within five (5) days of the Superintendent's response. At a regular or special meeting of the Board of Education within thirty (30) calendar days of the filing of the appeal to the Board, the Board of Education shall meet with the grievant and Association representative in executive session for the grievant to explain his or her position and to argue in favor of a particular disposition of the grievance. Within ten (10) days of that meeting, the Board of Education shall send the grievant its written response to the grievance.

5. Level Four

- a. If the Association is not satisfied with the Level Three disposition of the grievance, it may appeal to arbitration by filing written notice of appeal with the Treasurer within seven days of receipt of notice of the Board's response. The parties promptly shall request a list with the names of seven arbitrators from the American Arbitration Association. The parties shall select the arbitrator by the alternate strike method, with each party first having an opportunity to request a second list.
- b. The arbitrator shall schedule the hearing with the mutual agreement of the parties. The hearing shall not be scheduled in conflict with the student attendance day. The hearing shall be held in a suitable location in Circleville that does not charge a fee for use of the room or facility, if available. If not, then AAA shall designate the site at reasonable cost to the parties. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his/her award. His/her award shall be final and binding on the parties. In reaching his/her decision and in his/her award, the arbitrator shall limit himself/herself to the grievance presented, and shall not add to, subtract from, alter, modify, or ignore any of the provisions of this written Agreement. The costs of using an arbitrator shall be borne equally by the parties.

ARTICLE X

EMPLOYMENT OF STRS RETIREES

- A. This article governs the terms and conditions of employment of any superannuate or "other system retirant" (as those terms are statutorily defined for purposes of Ohio Revised Code, Section 3307.35) whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article I, Section A. of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
1. For initial placement purposes on the teachers' salary schedule, the employee will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that in no event will the employee receive more than five (5) years of vertical credit unless otherwise specified by the Superintendent case by case but no more than ten (10) years service credit. The employee then will receive service credit for each year of service thereafter per the normal rules, not to exceed five (5) additional years, for a maximum of ten (10) years service credit on the salary schedule.
 2. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
 3. Neither the evaluation procedures resulting from Article VII, Section C, of this Agreement nor the procedures appearing in Ohio Revised Code, Section 3319.111 shall apply to the employee. Any limited contract received under subparagraph 2. above will automatically non-renew. The procedures appearing in Ohio Revised Code, Section 3319.11, including the post-non-renewal procedures appearing in Section 3319.11 (G), and the procedures of Article V, Section A, of this Agreement, shall not apply to any such contract non-renewal.
 4. Upon initial employment, the employee will be credited with zero (0) years of seniority. If the unit member is subsequently reemployed, the unit member shall advance in seniority.
 5. The employee will in no event qualify for payment for university or college expenses reimbursement under Article VIII, Section F. or severance pay under Article VIII, Section J. of this Agreement.
- B. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

ARTICLE XI

MASTER TEACHER

The Circleville City School District supports the professionalization of teaching. The Master Teacher Program is a way to recognize and honor teachers who go above and beyond expectations.

Circleville City Schools will:

1. Establish the Master Teacher (MT) Committee and indicate it is for the purpose of verifying eligible teachers in the district for Master Teacher using the Ohio Department of Education criteria and to score MT evidence-based portfolios.
2. The MT Committee will have *at least* five committee members and the majority will be teachers. It is recommended the committee members consist of the Secondary Curriculum Director, the Elementary Curriculum Director and Three (3) Master Teachers and/or National Board Certified Teachers appointed by CEA.
3. The MT Committee will approve MT applications; receive information about the annual Pickaway County Master Teacher Academy; and participate in MT portfolio scoring day.
4. MT committee members will serve for 1 year.
5. The MT Committee is separate from all evaluation and employment decisions.
6. The MT Committee will receive training to perform their portfolio scoring responsibilities.
7. The MT Committee will be provided release time to score Master Teacher portfolios.
8. The MT Committee will have adequate resources (space, equipment, support services, etc.) to do the job.

A Master Teacher strives for distinguished teaching and continued professional growth as specified by the Ohio Standards for the Teaching Profession. The Master Teacher program creates a resource of teacher leaders to advance the profession and encourages high quality teachers to remain in the classroom. Master Teachers demonstrate excellence inside and outside of the classroom through consistent leadership and focused collaboration to maximize student teaching.

A Master Teacher will receive a \$1,000 incentive awarded at the beginning of the school year following the successful designation of Master Teacher (renewable every five years by successful re-submission of a portfolio.)

Employees who have previously attained the Master Teacher designation shall receive the \$1,000 incentive.

ARTICLE XII

IMPLEMENTATION AND DURATION

- A. This Agreement shall be effective from July 1, 2010 through June 30, 2013.
- B. The Board and the Association acknowledge that during negotiations resulting in this Contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association agree that neither party shall be obligated to negotiate with respect to any subject or matter specifically referred to or covered in this Contract.
- C. This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by the parties hereto.
- D. Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and the terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the rest of this Agreement shall remain in effect and the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement. Such negotiations shall begin within thirty (30) days or any mutually extended time.
- E. There shall be three (3) signed copies of this Agreement. One (1) copy shall be retained by the Board and one (1) by the Association, and one (1) delivered to the State Employment Relations Board. The Board shall make District personnel policies available to each teacher and new or revised policies as they are adopted.
- F. The Board shall print copies of this Master Contract for all teachers and administrators, with the Association and Board to split the cost equally.

THE CIRCLEVILLE CITY SCHOOL
EDUCATION
DISTRICT BOARD OF EDUCATION

THE CIRCLEVILLE
ASSOCIATION/OEA/NEA LOCAL

BY: _____

BY: _____

APPENDIX A

CIRCLEVILLE CITY SCHOOLS
CIRCLEVILLE, OHIO

STANDARDS OF PROFESSIONAL PERFORMANCE

Teacher _____ D = Distinguished
 School _____ P = Proficient
 Grade _____ B = Basic
 Subject _____ N=NEEDS IMPROVEMENT
 Date(s) of Observation _____
 Administrator _____

A. ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING

	D	P	B	N
A.1. The teacher is familiar with relevant aspects of students' background knowledge and experiences.				
A.2. The teacher articulates (establishes) clear learning goals for the lesson that are appropriate for the students.				
A.3. The teacher demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.				
A.4. The teacher creates or selects methods, learning activities, and instructional materials or other resources that are appropriate for the students and that are aligned with the goals of the lesson.				
A.5. The teacher creates or selects assessment strategies that are appropriate for the students and that are aligned with the goals of the lesson.				

Administrator's comments and recommendations:

Teacher's comments, reflections and/or response:

B. CREATING AN ENVIRONMENT FOR STUDENT LEARNING

	D	P	B	N
B.1. The teacher creates a climate that promotes fairness.				
B.2. The teacher establishes and maintains rapport with students.				
B.3. The teacher communicates challenging learning expectations to each student.				
B.4. The teacher establishes and maintains consistent standards of classroom behavior.				
B.5. The teacher makes the physical environment safe and conducive to learning.				

Administrator's comments and recommendations:

Teacher's comments, reflections and/or response:

C. TEACHING FOR STUDENT LEARNING

	D	P	B	N
C.1. The teacher makes learning goals and instructional procedures clear to students.				
C.2. The teacher makes content comprehensible to students.				
C.3. The teacher encourages students to extend their thinking.				
C.4. The teacher monitors students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands.				
C.5. The teacher uses instructional time effectively.				

Administrator's comments and recommendations:

Teacher's comments, reflections and/or response:

D. TEACHER PROFESSIONALISM

	D	P	B	N
D.1. The teacher reflects on the extent to which the learning goals were met.				
D.2. Demonstrating a sense of efficacy.				
D.3. The teacher builds professional relationships with colleagues in order to share teaching insights and/or coordinate learning activities (teacher may present physical evidence).				
D.4. The teacher communicates with parents or guardians about student learning (teacher may present physical evidence).				

Administrator's comments and recommendations:

Teacher comments, reflections and/or response:

E. DISTRICT LEVEL CRITERIA

	D	P	B	N
E.1. Attendance is punctual and adheres to district adopted guidelines.				
E.2 Participates and attends required in-services and meetings.				

Administrator's comments and recommendations:

Teacher comments, reflections and/or response:

RECOMMENDATION TO SUPERINTENDENT

If a decision were to be made at this time and in consideration of overall performance to date, I recommend this person to the Superintendent for consideration for reemployment as follows: (Check appropriate block)

Yes, without reservation

Yes, with reservation

No

No determination at this time.

Principal's Signature

Date

Teacher's Signature

Date

(The teacher's signature acknowledges only that he/she has reviewed this document.)

CIRCLEVILLE CITY SCHOOLS
Circleville, Ohio

EVIDENCE REPORT

Teacher _____ School _____

Grade _____ Subject _____

Date _____ Time _____

Visit Number _____ Number of Students _____

A. ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING

A.1. Teacher is familiar with students' background knowledge and experiences.

A.2. Teacher articulates clear learning goals that are appropriate for the students.

A.3. Teacher demonstrates connections among past, current, and future content.

A.4. Teacher creates or selects appropriate/aligned methods, learning activities, and materials or resources.

A.5. Teacher creates or selects strategies appropriate/aligned with the goals of the lesson.

B. CREATING AN ENVIRONMENT FOR STUDENT LEARNING

B.1. Teacher creates a climate that promotes fairness_____

B.2. Teacher establishes and maintains rapport with students_____

B.3. Teacher communicates expectations to each student_____

B.4. Teacher establishes and maintains consistent standards of classroom behavior.

B.5. Teacher makes physical environment safe and conducive to learning.

C. TEACHING FOR STUDENT LEARNING

C.1. Teacher makes goals and procedures clear to students.

C.2. Teacher makes content comprehensible to students.

C.3. Teacher encourages students to extend their thinking.

C. TEACHING FOR STUDENT LEARNING - CONT'D.

C.4. Teacher monitors understanding, provides feedback and adjusts activities.

C.5. Teacher uses instructional time effectively_____

Comments_____

D. TEACHER PROFESSIONALISM

D.1 The teacher reflects on the extent to which the learning goals were met_____

D.2 Demonstrating a sense of efficacy_____

D.3 The teacher builds professional relationships with colleagues in order to share teaching insights and/or coordinate learning activities (teacher may present physical evidence).

D.4 The teacher communicates with parents or guardians about student learning (teacher may present physical evidence).

E. DISTRICT LEVEL CRITERIA

E.1 Attendance is punctual and adheres to district adopted guidelines.

E.2 Participates and attends required in-services and meetings.

Conference Date_____

(Administrator) (Date)

(Teacher) (Date)

CIRCLEVILLE CITY SCHOOLS
NOTICE OF DEFICIENCY

Name of Teacher _____ Date _____

During this classroom observation, the following deficiency was noted: _____

PLAN OF ACTION

Specific Recommendations

Assistance

(Signature of Teacher)

(Signature of Administrator)

(Date)

Results

Domain A: Organizing Content Knowledge for Student Learning

	N	B	P	D
<i>A1: Becoming familiar with relevant aspects of students' back-ground knowledge and experiences</i>	Teacher demonstrates a lack of understanding of why it is important to become familiar with students' background experiences does not know how to find this information, and/or lacks familiarity with students' background experiences.	Teacher demonstrates some understanding of why it is important to become familiar with students' background experiences, describes few procedures to obtain this information and has some familiarity with the background knowledge and experience of students in the class.	Teacher demonstrates a comprehensive understanding of why it is important to become familiar with students' background experiences, describes several procedures to obtain this information and demonstrates a clear understanding of students' background knowledge and experiences.	Teacher actively displays understanding and knowledge of the important of individual students' background, interests, and cultural heritage including those with special needs, and has a broad knowledge of appropriate ways of gaining such knowledge.
<i>A2: Articulates clear learning goals for the lesson that are appropriate to the students and aligned with state standards and benchmarks.</i>	Teacher does not articulate clear learning goals or the teacher has chosen goals that are inappropriate for the students, represent low expectations, or do not reflect an important learning.	Teacher articulates clear learning goals that are appropriate for the students, represent moderate expectations, or reflect moderate learning importance.	Teacher articulates clear learning goals related to curriculum frameworks and standards, provides a well thought-out explanation of why they are appropriate for the students, Goals represent valuable learning and high expectations, are differentiated for groups or individual students, when necessary and appropriate.	Not only are goals clear, aligned, appropriate, differentiated, and valuable in relationship to curriculum frameworks and standards, but the teacher effectively integrates/coordinates goals across disciplines.
<i>A3: Demonstrating an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned.</i>	Teacher displays little understanding of how the content of this lesson relates to the content previous or future lessons or the understanding is illogical or inaccurate.	Teacher indicates some awareness of how the content of this lesson relates to the content previous and/or future lessons, but does not connect content with other parts of the discipline.	Teacher's plans and practices are understanding of the relationship between past and future learning and how the content of this lesson fits in the structure of the discipline. Teacher makes clear connections with other parts of the discipline and other disciplines.	The teacher actively builds on the sequential and logical relationships of knowledge when planning instruction, anticipates or explores causes for student misunderstanding and enhances connections across the discipline.
<i>A4: Creating or selecting teaching methods, learning activities, and instructional materials or other resources that are appropriate to the students and that are aligned with the goals of the lesson.</i>	Teacher chooses methods, activities, materials, or resources that are unrelated to the goals of the lesson or that are inappropriate for the students. Teacher is unfamiliar with learning styles and different intelligences.	Some of the chosen methods, activities, materials, or resources support the instructional goals, and some engage students in meaningful learning. Teacher displays a general understanding of student learning styles/intelligences.	All of the methods, activities, materials, or resource support the instructional goals, and most engage students in meaningful learning. Teacher displays a solid understanding of student learning styles/intelligences.	All of the methods, activities, instructional materials, or resources support differentiated learning experiences for individuals and most engage students in meaningful learning. There is evidence of student participation in selection or adapting materials; teacher actively seeks creative resources. Teacher uses knowledge of student learning styles/intelligences in instructional planning and lesson adjustment.
<i>A5: Creating or selecting evaluation strategies that are appropriate for the students and that are aligned with the goals of the lesson.</i>	Teacher has not provided for systematically evaluating student learning in relation to instructional goals; evaluation has no clear standards or criteria or is inappropriate to the students. Format is not appropriate.	Evaluation criteria and standards have been developed, but they are either not ear or have not been clearly communicated to students. Format of evaluation is not appropriate or well developed.	Teacher uses various methods of evaluation. Standards that are clear and appropriate have been communicated to the students. Format of evaluation is appropriate and well developed.	Teacher uses various methods of evaluation. Standards that are clear and appropriate have been communicated to the students. There is evidence the results of the evaluation are used in planning future instruction, and that students self-assess to improve learning. Format of evaluation is appropriate and well developed.

Domain B: Creating an Environment for Student Learning

	N	B	P	D
<i>B1: Creating a climate that promotes fairness</i>	Favoritism, sarcasm, demeaning comments and/or stereotyping behaviors characterize teacher's interactions with students. Teacher does not intervene when students exhibit similar behaviors towards one another.	The teacher is generally fair in the treatment of students though there may be some inconsistency, favoritism, or disregard for diversity. Negative student behavior or disrespect toward the teacher is not tolerated.	The teacher is consistently fair in the treatment of students. Teacher helps all students have access to learning, and to feel that they are equally valued in the classroom.	The teacher models fairness and demonstrates caring and respect for all students. Teacher effectively promotes a sense of self-worth in each student, and the climate of the classroom reflects teacher's insistence on students' respect for each other as individuals and members of the class.
<i>B2: Establishing and maintaining rapport with students</i>	The teacher does not attempt to establish rapport with students or the teacher's attempts are inappropriate.	The teacher establishes a basic level of rapport with the students but may still demonstrate inconsistencies in appropriateness or respect.	The teacher consistently demonstrates positive connections with students. Teacher is pleasant and approachable, and exhibits genuine concern and sincerity toward students.	The teacher successfully establishes positive relationships in ways that are appropriate to individual students' diverse background and needs. The teacher's entire demeanor reveals accessibility, genuine concern, and trustworthiness. Teacher actively promotes positive relationships among students as well.
<i>B3: Communicating challenging learning expectations to each student</i>	The teacher communicates explicitly or implicitly to individuals or groups that they are less capable of learning, or that the content is not important or is merely mandated by others.	The teacher communicates importance of work, but with little conviction. Teacher conveys inconsistent and/or low expectations for student achievement.	Teacher conveys genuine enthusiasm for subject, sets rigorous instructional goals, encourages student confidence and risk-taking, and establishes high expectations for all students.	Teacher enthusiastically establishes and maintains an environment of high expectations for the learning for all students. Teacher requires students initiate improvement and demonstrate high quality work.
<i>B4: Establishing and maintaining consistent standards of classroom behavior.</i>	Student behavior is not monitored. Teacher does not respond to disruptive behavior, overly repressive, or does not respect the student's dignity. Much instructional time is lost due to behavioral management issues, and many students are off task.	Appropriate standards of conduct appear to have been established for most situations and the teacher attempts to respond to disruptive behavior but with only moderate success. Teacher has developed some strategies to minimize disruption to the instructional process.	Standards for conduct are appropriate and clear to all students. Teacher is alert and responds effectively and appropriately to student misbehavior. Teacher successfully redirects and/or refers with minimal disruption.	Clear and appropriate standards of behavior have been established, implemented, and maintained. Teacher response is consistent, subtle, preventative, and highly effective while sensitive to individual needs. Teacher has appropriately involved students in standards and monitoring behavior. Teacher has preserved maximum instructional time through outstanding classroom management practices.
<i>B5: Making the physical learning environment as safe and conducive to learning as possible</i>	The classroom is unsafe or the physical environment interferes with the less or both. Teacher has not communicated safety guidelines, and/or does not address violations of safety guidelines.	The classroom is safe and the physical environment is adjusted for the lesson, or if necessary a lesson is adjusted to the environment, but with limited effectiveness. Teacher explains and enforces all safety guidelines.	The classroom is safe, accessible, and the teacher uses the environment as a resource for learning activities. Teacher explains and enforces all safety guidelines.	The classroom is safe, equally accessible, and both the teacher and students use the space optimally to ensure learning is enhanced. There is evidence of creative use of space. Teacher explains and enforces all safety guidelines and students are strongly encouraged to contribute to safe work practices.

Domain C: Teaching for Student Learning

	N	B	P	D
<i>C1: Making learning goals and instructional procedures clear to students</i>	The teacher provides the students with no information, confusing information, or inaccurate information about the learning goals or the instructional procedures for the lesson. Teacher's spoken or written language is inaudible, illegible, or inaccurate.	Teacher provides students with clear, accurate information about learning goals and procedures for the lesson, and most students seem to understand. Teacher makes occasional spoken or written errors.	Teacher's directions and procedures are clear and contain an appropriate level of detail that students understand. Teacher ensures that all students, including those who may initially have trouble, understand and can carry out the instructional procedures for the lesson. Teacher's spoken and written language is clear and correct.	Teacher's directions and procedures are clear and address possible areas of misunderstanding by students. Teacher communicates how the instructional procedures for the lesson are related to the learning goal. Teacher continuously monitors students' understanding of the learning goals and their application to the lesson/activity. Teachers written and spoken language is expressive and enriches the lesson.
<i>C2: Making content comprehensible to students</i>	The content is incomprehensible to students, unclear, disorganized, disconnected, or contains substantive inaccuracies. Teacher does not correct student errors.	Teacher presentation of the content is generally accurate and comprehensible to the students. Little variety in instructional approaches is used. Teacher displays basic content knowledge but does not connect content with other parts of the discipline.	Content is accurate, teacher links connect the students' knowledge and experience, and content appears to be comprehensible to the students. Teacher has organized instruction using a variety of approaches, and makes appreciable effort to engage students in meaningful learning. Teacher displays thorough knowledge of the content and makes clear connections with other parts of the discipline.	Content is accurate, logically sequence, and links well with the students' knowledge and experience. Teacher provides students with opportunities to initiate or adapt activities/projects to enhance understanding and ensure meaningful engagement. Teacher displays extensive content knowledge, and makes clear connections with other parts of the discipline and with other disciplines.
<i>C3: Encouraging students to extend their thinking</i>	The teacher discourages students from thinking independently, creatively or critically. Teacher adheres rigidly to instructional plan and ignores student questions. Teacher's questions are poor quality and only a few students participate.	The teacher encourages students to think independently, creatively, or critically but with limited success. Teacher's questions are of average quality inviting only basic factual responses. Some students are on task while few are actively engaged in learning.	Teacher successfully uses activities or strategies that are specifically designed to encourage critical, independent creative thought about the content being taught. Most of the teacher's questions are of high quality and students are generally engaged in the learning process.	Teacher provides opportunities for students to assume considerable responsibility in the development and use of strategies that are specifically designed to actively encourage independent, creative, and critical thought. Teacher's questions are uniformly high quality, and teacher allows students time to respond and initiate their own questions and/or contributions. Teacher has created a learning community in which all voices are to be heard. Teacher has successfully moved students from on task behavior to true engagement.
<i>C4: Monitoring students' understanding of content through a variety of means, providing feedback to students to assist learning, and adjusting learning activities as the situation demands.</i>	Teacher makes no attempt to determine students' understanding and feedback is either non-existent or poor quality, or not provided in a timely manner. Teacher adheres rigidly to the instructional plan.	Teacher makes some effort to monitor students' understanding of content but feedback is inconsistent in quality and timeliness. Teacher is reluctant to adjust the instructional plan.	Teacher uses a variety of means to monitor students' understanding of the content and feedback is consistently of high quality and provided in a timely manner. Teacher accurately assesses a lesson's effectiveness and adjusts accordingly.	Teacher uses a variety of means to monitor individual students' or groups of students' understanding of the content and feedback is consistently of high quality and timely. Teacher actively assists students in making prompt use of feedback to enhance their learning. Teacher makes thoughtful adjustments to the instructional plan with ease and little to no disruption.
<i>C5: Using instructional time effectively</i>	Substantial amounts of instructional time are spent on activities of little instructional value. The pacing of the less is inappropriate for the content and/or students.	The pacing of the lesson is appropriate for most of the students. Routine, procedural matters significantly reduce instructional time.	Teacher provides activities of instructional value for majority of class period and paces them appropriately. Efficient routines for handling materials, student grouping, transitions, and other non-instructional tasks result in minimal time loss of instructional time.	Students/groups working independently are productively engaged in valuable, well-paced instructional activities. Teacher has effectively involved students in assuming considerable responsibility for efficient operation and the completion of non-instructional routines. Transitions and routines are seamless maximizing the entire instructional time.

Domain D: Teacher Professionalism

	N	B	P	D
<i>D1: Reflecting on the extent to which the learning goals were met</i>	The teacher cannot or does not accurately determine if a lesson was effective or achieved its goals. If reflective, the teacher profoundly misjudges the success of the lesson.	Teacher has a generally accurate impression of the lesson's effectiveness in relation to the learning goals.	Teacher accurately describes the effectiveness of the lesson and the extent to which it achieved its learning goals. Teacher generates specific suggestions for future improvement.	Teacher regularly makes thoughtful and accurate assessment of each lesson's effectiveness and the extent to which it achieved its goals. The teacher can readily support his/her judgment with specific evidence from the lesson. Teacher offers and extensive repertoire of skills and alternative actions/ approaches for improvement.
<i>D2: Demonstrating a sense of efficacy</i>	The teacher makes no attempt to find ways to help students who are not meeting the learning goals. Teacher routinely regards student difficulties in learning as outside their role of responsibility or beyond their control.	The teacher's attempts to find ways to help students meet learning goals are inconsistent or teacher cannot specify any creative, practical actions that he or she has already tried.	The teacher consistently attempts to find specific ways to help all students who are not meeting learning goals. Teacher can specify some practical solutions that he or she has already tried. Teacher maintains an open mind and persists on working with other staff/departments to improve student learning.	Teacher consistently suggests specific, creative, practical actions that he or she intends to take to help specific students who are not meeting the learning goals. Teacher is highly proactive in serving students and seeking out resources. Teacher views student-learning difficulties as challenges to their own creativity and ingenuity and persists in looking for alternatives. Teacher takes a leadership role in staff/department initiatives to improve student learning.
<i>D3: Building professional relationships with colleagues to share teaching insights and to coordinate learning activities for students.</i>	Teacher engages in minimal professional development and makes no effort to share knowledge with other or coordinate activities with colleagues. Teacher's relationships with colleagues are generally negative. Teacher avoids becoming involved in school and district projects/events.	Teacher participates in professional development activities to a limited extent. Teacher maintains cordial relationship with colleagues and makes limited efforts to coordinate learning activities. Teacher participates in school and district projects/events.	The teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill. Support and collaboration characterize relationships with colleagues and teacher actively works with colleagues to coordinate learning activities. Teacher participates in school district projects/events.	The teacher seeks out opportunities for professional development and makes a systematic attempt to contribute to the profession. In relationships with colleagues, the teacher regularly initiates collaborative efforts to improve student achievement. Teacher assumes leadership in many aspects of school/district life.
<i>D4: Communicating with parents or guardians about student learning</i>	Teacher demonstrates no knowledge of forms of communication that he or she can use with parents, makes no attempt to communicate or communicates inappropriately with parents. Teacher's system for maintaining student information is in disarray.	Teacher makes modest and inconsistent attempts to communicate with parents or guardians and/or the focus is generally related to negative issues. Parent concerns are handled in a timely and appropriate manner. Teacher's system for maintaining student information on assignments/progress is partially effective.	Teacher demonstrates use of multiple forms of communications that can be used with parents and guardians. Consistent positive contacts are made and parent concern is handled with sensitivity and professionalism. Student records are readily available and clearly understandable to parents, students, and administration.	The teacher initiates ongoing communication with parents in a variety of formats in order to share information related to classroom activities and student progress. The teacher is proactive in anticipating and addressing parent concerns and does so with sensitivity and professionalism. Student records are readily available and clearly understandable, and teacher has actively and appropriately involved students in the maintenance and interpretation of their individual records.

Domain E: District Level Criteria

	N	B	P	D
<i>E1: Attendance is punctual and adheres to district adopted guidelines</i>	Teacher continually has some difficulty arriving on time to school and/or has left school prior to the contracted end of the school day.	Teacher occasionally has some difficulty arriving on time to school and/or has left school prior to the contracted end to the school day.	Teacher meets the contracted guidelines for the start and end time of the school day arriving and departing at the designated time daily.	Teacher meets the contracted workday requirements in addition to arriving early and/or staying late and/or attending after school functions.
<i>E2: Participates and attends required in-services and meetings.</i>	Teacher maintains minimal participation in required district in-services and meetings scheduled for teacher workdays.	Teacher engages and/or participates in a majority of required district in-services and meetings scheduled for teacher workdays.	Teacher participates in all the required in-services and meetings scheduled for workdays.	Teacher participates directly in all the required in-services and meetings scheduled for teacher workdays acting as a presenter, facilitator, and/or organizer.

**APPENDIX B
CEA SALARY SCHEDULES**

2010 - 2011				
Years	BA	5 Years	MA	MA+25
0	1.0000	1.0396	1.0795	1.1246
1	1.0433	1.0872	1.1342	1.1804
2	1.0867	1.1348	1.1889	1.2362
3	1.1300	1.1824	1.2436	1.2920
4	1.1734	1.2300	1.2983	1.3478
5	1.2167	1.2776	1.3529	1.4037
6	1.2601	1.3252	1.4076	1.4595
7	1.3034	1.3729	1.4623	1.5153
8	1.3468	1.4205	1.5170	1.5711
9	1.3901	1.4681	1.5716	1.6269
10	1.4335	1.5157	1.6263	1.6827
11	1.4768	1.5633	1.6810	1.7386
12	1.5202	1.6109	1.7357	1.7944
13	1.5635	1.6585	1.7903	1.8502
14	1.6068	1.7061	1.8450	1.9060
15			1.8997	1.9618
20	1.6502	1.7537	1.9544	2.0176
25	1.6936	1.8014	2.0091	2.0734
Years	BA	5 Years	MA	MA+25
0	35,107	36,497	37,898	39,481
1	36,627	38,168	39,818	41,440
2	38,151	39,839	41,739	43,399
3	39,671	41,511	43,659	45,358
4	41,195	43,182	45,579	47,317
5	42,715	44,853	47,496	49,280
6	44,238	46,524	49,417	51,239
7	45,758	48,198	51,337	53,198
8	47,282	49,869	53,257	55,157
9	48,802	51,541	55,174	57,116
10	50,326	53,212	57,095	59,075
11	51,846	54,883	59,015	61,037
12	53,370	56,554	60,935	62,996
13	54,890	58,225	62,852	64,955
14	56,410	59,896	64,772	66,914
15	0	0	66,693	68,873
20	57,934	61,567	68,613	70,832
25	59,457	63,242	70,533	72,791

2011 - 2012				
Years	BA	5 Years	MA	MA+25
0	1.0000	1.0396	1.0795	1.1246
1	1.0433	1.0872	1.1342	1.1804
2	1.0867	1.1348	1.1889	1.2362
3	1.1300	1.1824	1.2436	1.2920
4	1.1734	1.2300	1.2983	1.3478
5	1.2167	1.2776	1.3529	1.4037
6	1.2601	1.3252	1.4076	1.4595
7	1.3034	1.3729	1.4623	1.5153
8	1.3468	1.4205	1.5170	1.5711
9	1.3901	1.4681	1.5716	1.6269
10	1.4335	1.5157	1.6263	1.6827
11	1.4768	1.5633	1.6810	1.7386
12	1.5202	1.6109	1.7357	1.7944
13	1.5635	1.6585	1.7903	1.8502
14	1.6068	1.7061	1.8450	1.9060
15			1.8997	1.9618
20	1.6502	1.7537	1.9544	2.0176
25	1.6936	1.8014	2.0091	2.0734
Years	BA	5 Years	MA	MA+25
0	35,985	37,410	38,846	40,469
1	37,543	39,123	40,814	42,477
2	39,105	40,836	42,783	44,485
3	40,663	42,549	44,751	46,493
4	42,225	44,262	46,719	48,501
5	43,783	45,974	48,684	50,512
6	45,345	47,687	50,652	52,520
7	46,903	49,404	52,621	54,528
8	48,465	51,117	54,589	56,536
9	50,023	52,830	56,554	58,544
10	51,584	54,542	58,522	60,552
11	53,143	56,255	60,491	62,564
12	54,704	57,968	62,459	64,571
13	56,263	59,681	64,424	66,579
14	57,821	61,394	66,392	68,587
15	0	0	68,361	70,595
20	59,382	63,107	70,329	72,603
25	60,944	64,823	72,297	74,611

2012 - 2013				
Years	BA	5 Years	MA	MA+25
0	1.0000	1.0396	1.0795	1.1246
1	1.0433	1.0872	1.1342	1.1804
2	1.0867	1.1348	1.1889	1.2362
3	1.1300	1.1824	1.2436	1.2920
4	1.1734	1.2300	1.2983	1.3478
5	1.2167	1.2776	1.3529	1.4037
6	1.2601	1.3252	1.4076	1.4595
7	1.3034	1.3729	1.4623	1.5153
8	1.3468	1.4205	1.5170	1.5711
9	1.3901	1.4681	1.5716	1.6269
10	1.4335	1.5157	1.6263	1.6827
11	1.4768	1.5633	1.6810	1.7386
12	1.5202	1.6109	1.7357	1.7944
13	1.5635	1.6585	1.7903	1.8502
14	1.6068	1.7061	1.8450	1.9060
15			1.8997	1.9618
20	1.6502	1.7537	1.9544	2.0176
25	1.6936	1.8014	2.0091	2.0734
Years	BA	5 Years	MA	MA+25
0	36,885	38,346	39,817	41,481
1	38,482	40,101	41,835	43,539
2	40,083	41,857	43,853	45,597
3	41,680	43,613	45,870	47,655
4	43,281	45,369	47,888	49,714
5	44,878	47,124	49,902	51,775
6	46,479	48,880	51,919	53,834
7	48,076	50,639	53,937	55,892
8	49,677	52,395	55,955	57,950
9	51,274	54,151	57,968	60,008
10	52,875	55,907	59,986	62,066
11	54,472	57,662	62,004	64,128
12	56,073	59,418	64,021	66,186
13	57,670	61,174	66,035	68,245
14	59,267	62,929	68,053	70,303
15	0	0	70,070	72,361
20	60,868	64,685	72,088	74,419
25	62,468	66,445	74,106	76,477

APPENDIX C

EXTRA-CURRICULAR CONTRACT SALARY SCHEDULE

BASE PAY: 2010-2011	\$35,107
BASE PAY: 2011-2012	\$35,985
BASE PAY: 2012-2013	\$36,885

LEVEL	0-2	3-5	6-8	9-11	12-14	15+
GROUP I	0.158	0.167	0.176	0.185	0.194	0.203
2010-2011	5,547	5,863	6,179	6,495	6,811	7,127
2011-2012	5,686	6,009	6,333	6,657	6,981	7,305
2012-2013	5,828	6,160	6,492	6,824	7,156	7,488

CHS – Head Boys Basketball
CHS – Head Girls Basketball
CHS – Head Football

CHS – Band Director
District - AV Director

GROUP II	0.096	0.104	0.112	0.120	0.128	0.136
2010-2011	3,370	3,651	3,932	4,213	4,494	4,775
2011-2012	3,455	3,742	4,030	4,318	4,606	4,894
2012-2013	3,541	3,836	4,131	4,426	4,721	5,016

CHS – Head Baseball
CHS – Assistant Boys Basketball
CHS – Assistant Girls Basketball
CHS – Reserve Boys Basketball
CHS – Reserve Girls Basketball
CHS – Varsity Cheerleader
CHS – Head Cross Country
CHS – Assistant Football (4)
CHS – Head Golf

CHS – Head Boys Soccer
CHS – Head Girls Soccer
CHS – Head Softball
CHS – Head Boys Tennis
CHS – Head Girls Tennis
CHS – Head Boys Track
CHS – Head Girls Track
CHS – Head Volleyball
CHS – Head Wrestling

GROUP III	0.081	0.089	0.097	0.105	0.113	0.121
2010-2011	2,844	3,125	3,405	3,686	3,967	4,248
2011-2012	2,915	3,203	3,491	3,778	4,066	4,354
2012-2013	2,988	3,283	3,578	3,873	4,168	4,463

CHS – Reserve Baseball
CHS – Assistant Baseball
CHS – Freshman Boys Basketball

CHS – Reserve Softball
CHS – Assistant Softball
CHS – Assistant Track (2)

CHS – Freshman Girls Basketball
 CHS – Reserve Cheerleader
 CHS – Freshman Football (2)
 CHS – Assistant Golf
 CHS – Reserve Boys Soccer
 CHS – Reserve Girls Soccer

CHS – Reserve Volleyball
 CHS – Assistant Wrestling
 CHS – Assistant Bank Director
 CHS – Choral Music Director
 EMS – Band Director
 CHS – Assistant Cheerleader

GROUP IV	0.068	0.076	0.084	0.092	0.100	0.108
2010-2011	2,387	2,668	2,949	3,230	3,511	3,792
2011-2012	2,447	2,735	3,023	3,311	3,599	3,886
2012-2013	2,508	2,803	3,098	3,393	3,689	3,984

EMS – Head 8th Boys Basketball
 EMS – Head 8th Girls Basketball
 EMS – Head 7th Boys Basketball
 EMS – Head 7th Girls Basketball
 EMS – Head 8th Football

EMS – Head 7th Football
 CHS – Freshman Volleyball
 CHS – Director Musical
 CHS – Advisor Yearbook
 District – Lead Teachers

GROUP V	0.060	0.067	0.074	0.081	0.088	0.095
2010-2011	2,106	2,352	2,598	2,844	3,089	3,335
2011-2012	2,159	2,411	2,663	2,915	3,167	3,419
2012-2013	2,213	2,471	2,729	2,988	3,246	3,504

EMS – Head 8th Baseball
 EMS – Head 7th Baseball
 EMS – Head Cross Country
 EMS – Assistant Football (2)
 EMS – Head Boys Soccer
 EMS – Head Girls Soccer
 EMS – Head 8th Softball
 EMS – Head 7th Softball
 EMS – Head Track

EMS – 8th Volleyball
 EMS – 7th Volleyball
 EMS – Head Wrestling
 CHS – Advisor DECA Club
 CHS – Advisor Key Club
 CHS – Advisor National Honor Society
 CHS – Advisor Tiger Tracks
 EMS – 8th Grade

GROUP VI	0.050	0.056	0.062	0.068	0.074	0.080
2010-2011	1,755	1,966	2,177	2,387	2,598	2,809
2011-2012	1,799	2,015	2,231	2,447	2,663	2,879
2012-2013	1,844	2,066	2,287	2,508	2,729	2,951

EMS – 7th/8th Cheerleader
 EMS – Assistant Boys Soccer
 EMS – Assistant Girls Soccer

CHS – Advisor American Field Service
 CHS – Advisor In The Know/Quick Recall
 CHS – Junior/Senior Class Play

EMS – Assistant Track
 EMS – Assistant Wrestling
 EMS – Advisor Builder’s Club

CHS – Assistant Musical Director
 CHS – Advisor Renaissance
 CHS – Advisor Student Council

GROUP VII	0.040	0.044	0.048	0.052	0.056	0.060
2010-2011	1,404	1,545	1,685	1,826	1,966	2,106
2011-2012	1,439	1,583	1,727	1,871	2,015	2,159
2012-2013	1,475	1,623	1,770	1,918	2,066	2,213

CHS – Advisor Freshman Class
 CHS – Advisor Junior Class
 CHS – Advisor Senior Class
 CHS – Advisor Sophomore Class

CHS – Advisor SOS
 CHS – Assistant Advisor Yearbook
 EMS – Advisor National Jr. Honor Society

Group VIII	0.032	0.036	0.040	0.048	0.052	0.056
2010-2011	1,123	1,264	1,404	1,685	1,826	1,966
2011-2012	1,152	1,295	1,439	1,727	1,871	2,015
2012-2013	1,180	1,328	1,475	1,770	1,918	2,066

District – LPDC Representatives
 EMS – Advisor Computer Club
 EMS – Advisor Student Council

Group IX	2010-2011	2011-2012	2012-2013
CHs – Weight Room/Open Gym	2,230	2,286	2,343
District – Supplemental Positions (4)	575	589	604
CHS – Advisor Breakfast Club	1,040	1,066	1,093
CHS – Co-Director (2)	1,755	1,799	1,844
District – Advisor Destination Imagination	1,561	1,600	1,640
District – Teacher Technology (6)	675	692	709
Ems – Advisor Math Counts Club	1,040	1,066	1,093

Hourly Positions	10-11	11-12	12-13
Home Instruction/Hourly Rate	28.06	28.76	29.48
Tutoring/Hourly Rate	24.55	25.16	25.79
Summer School Teacher/Hourly Rate	29.56	30.30	31.06

APPENDIX D

MEDICAL PLAN

Network Deductible (single/family)	\$150/\$300
Non Network deductible (single/family)	\$300/\$600
Network Co-insurance	90%
Non Network, Co-insurance	70%
Network Co-insurance Out of Pocket Maximum (single/family)	\$300/\$500
Non Network Co-insurance Out of Pocket Maximum (single/family)	\$800/\$1,000
Network Office Visit Co-Payment	\$15
Emergency Room Co-Payment	\$75

Prescription Program

Retail Generic (30-day supply)	\$10
Retail Formulary Brand (30-day supply)	\$15
Retail Non Formulary (30-day supply)	\$20
Mail Generic (90-day supply)	\$20
Mail Formulary Brand (90-day supply)	\$30
Mail Non Formulary Brand (90-day supply)	\$40

**PCPEBP
INSURANCE CONSORTIUM
Option 3
United Health Care**

Benefits	Network	Non-Network
Benefit Period	January 1 st through	December 31st
Dependent Age Limit	25; Removal upon	End of Year
Pre-Existing Condition Waiting Period	None	None
Lifetime Maximum	Unlimited	Unlimited
Benefit Period Deductible-Single/Family ¹	\$150/\$300	\$300/\$600
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$300/\$500	\$800/\$1,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Facility Services ²	\$15 copay, then 100%	70% after deductible
Voluntary Second Surgical Opinion	90% after deductible	70% after deductible
All Immunizations	100%	70% after deductible
Preventative Services		
Office Visit/Routine Physical Exam (For ages nine and older) ²	\$15 copay, then 100%	70% after deductible
Well Child Care Services including Exam & Immunizations (to age nine, unlimited) ²	\$15 copay, then 100%	70% after deductible
Well Child Care Laboratory Test (to age nine)	100%	70% after deductible
Routine Mammogram (limited to an \$85 maximum per benefit period)	100%	70% after deductible
Routine Pap Test & Associated Office Visit	\$15 copay, then 100%	70% after deductible
Routine Lab, X-ray, Medical Testing and Endoscopic Services	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical/Occupational – Facility and Professional (60 combined visits per benefit period)	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (30 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional	90% after deductible	70% after deductible
Emergency use of an Emergency Room ³	\$75 copay, then 100%	\$75 copay, then 100%
Non-Emergency use of an Emergency Room ^{3,4}	\$75 copay, then 100%	\$75 copay, then 70%
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility	90% after deductible	70% after deductible

Additional Services		
TMJ Services (\$1,000 Lifetime Maximum Benefit)	90% after deductible	70% after deductible
Contraceptive Devices and Implants	90% after deductible	70% after deductible
Diabetic Education & Training Services	90% after deductible	70% after deductible
Attention Deficit Disorder & Hyperkinetic Syndrome	90% after deductible	70% after deductible
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	90% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (120 days per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (60 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (50 visits per benefit period)	\$15 copay then 100%	70% after deductible ⁵

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures. This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed below. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

³Copay waived if admitted.

⁴The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

⁵Not applied to Coinsurance Out-of-Pocket Maximum

**PCPEBP
INSURANCE CONSORTIUM
Option C
Prescription Drug Program
United Health Care**

Benefits	Copay	Day Supply
Benefit Period	January 1 st through	December 31st
Dependent Age Limit	25; Removal upon	End of Year

Retail Program with Oral Contraceptive Coverage & Diabetic Supplies (including all over the counter supplies, insulin, needles/syringes, meters/glucowatch)

Generic Copayment	\$10	31
Formulary Brand Copayment	\$15	31
Non Formulary Brand Copayment	\$20	31

Mail Order Program with Oral Contraceptive Coverage & Diabetic Supplies (including all over the counter supplies, insulin, needles/syringes, meters/glucowatch)

Generic Copayment	\$20	90
Formulary Brand Copayment	\$30	90
Non Formulary Brand Copayment	\$40	90

**R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT**

The Circleville City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and the Circleville Education Association, effective from July 1, 2010 through June 30, 2013.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

Treasurer

Superintendent

Board President

Date