

AGREEMENT

BETWEEN

THE CLEAR FORK VALLEY LOCAL
BOARD OF EDUCATION

AND

THE CLEAR FORK VALLEY EDUCATION ASSOCIATION
AFT, OFT Local #4109

EFFECTIVE

JULY 1, 2019

THROUGH

JUNE 30, 2022

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ARTICLE I - RECOGNITION/NEGOTIATING PROCEDURES

A. Recognition

1. The Clear Fork Valley Board of Education recognizes the Clear Fork Valley Education Association as the sole and exclusive representative of the certificated/licensed teaching personnel of the Clear Fork Valley Schools. The term of recognition shall be continuous unless the C.F.V.E.A. is removed or replaced as representative in accordance with the provisions of the Ohio Revised Code Chapter 4117. Administrative, supervisory, non-certified personnel and substitutes are not eligible for representation by the C.F.V.E.A.
2. The Treasurer of the C.F.V.E.A. shall submit to the Board Treasurer in writing the names and addresses of the officers and total membership of the C.F.V.E.A. annually by October 1st.
3. Employees have the right to join or refrain from joining an organization of their professional or economic improvement for the advancement of public education. Membership in any organization shall not be required as a condition of employment in the Clear Fork Valley School System. The Janus decision by the U.S. Supreme Court eliminated fair share.

All payroll deductions for Association dues will be made twice monthly, totaling sixteen (16) per academic school year.

- a) The Board of Education shall notify the (Co-) President(s) of the C.F.V.E.A. when an individual new to the CFVLSA has been offered a teaching contract.
4. Recognition of the Clear Fork Valley Education Association by the Clear Fork Valley Board of Education shall be for the purpose of arriving at agreements concerning those matters which are not within the province of the Superintendent of Schools and which are within the province of the Board of Education.

B. Definitions

1. Regular full-time employee shall be defined as any bargaining unit employee hired to work seven and one-half (7 ½) hours per school day inclusive of lunch.
2. Regular part-time employee shall be defined as any bargaining unit employee hired to work less than seven and one-half (7 ½) hours a day or less than five (5) days a week.

C. Procedures

1. Statement of Principles

- a. The Board of Education of the Clear Fork Valley Local Schools, hereinafter referred to as the "Board", and the Clear Fork Valley Education Association, Local #4109, hereinafter referred to as the "C.F.V.E.A.", state that the principles stated in succeeding sections of this document shall govern the negotiations process between the Board and the C.F.V.E.A.
- b. "Good Faith" requires that the Board and the C.F.V.E.A. be willing to react to each other's proposals. If a proposal is unacceptable, the other side is obligated to give reasons why. Nothing in this Agreement shall compel either party to agree to a proposal or to make a concession.

2. Subjects of Negotiation

Representatives of the Board and the C.F.V.E.A. will negotiate in good faith a salary schedule, fringe benefits, and other terms and conditions of employment.

3. Requests for Negotiation

- a. If either of the parties desires to negotiate changes in salaries or other terms and conditions of employment, it shall notify the other party in writing not later than three (3), months and not earlier than four (4) months prior to the expiration date of any agreement of understanding reached pursuant to the terms of this negotiating procedure. Notification in writing from the C.F.V.E.A. shall be submitted to the Superintendent. Notification in writing from the Board shall be addressed to the (Co-)President(s) of the C.F.V.E.A. The above notifications shall include a list of items from each party to be subject of negotiations.
- b. Within fifteen (15) working days after receipt of such notice, an initial meeting will be held at which the C.F.V.E.A. and the Board will submit in writing their proposals.
- c. In the first negotiations session, proposals shall be in form and detail specifying that to which agreement is sought. Topical listings of items proposed for negotiation shall constitute a clear failure of compliance with this requirement and may be disregarded.
- d. The items proposed shall constitute the total negotiations. No new items may be submitted unless by mutual agreement of both parties. Any items not submitted for negotiations and in the current agreement, unless affected by a date, shall remain in full force and effect in the successor agreement.

4. Negotiation Meetings

- a. Negotiation meetings shall be scheduled at the request of the parties and, until negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.
- b. Meetings shall be scheduled at reasonable intervals to avoid conflict and interference with school and employment schedules.
- c. Either party may recess for caucuses up to forty (40) minutes or longer if both parties agree.
- d. Minutes of meetings shall be kept by each party only if it deems necessary, and only in such form and detail as it may determine advisable

5. Representation

- a. The representatives of the Board shall consist of not more than five (5) designees. Only one (1) of the five (5) may be an outside consultant.
- b. The representatives of the C.F.V.E.A. shall consist of no more than five (5) designees. Only one (1) of the five (5) may be an outside consultant.
- c. The use of additional consultants/specialists may be used with the mutual consent of the Board and the C.F.V.E.A. in an effort to create equal representation.

6. Assistance and Study Committees

Either party may call upon professional and lay persons to consider and make suggestions concerning matters under discussion.

7. Information

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other available information as will assist the parties in the development and evaluation of proposals.

8. News Releases

Neither party shall make a release to the news media, community member, or group regarding negotiations as long as negotiations are in progress without the mutual consent of both parties.

9. Agreement

- a. Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each party. All agreements are tentative, based upon the complete resolution of all issues.
- b. The purpose of "tentative agreements" is to develop a package that will be submitted to the teachers and the Board for ratification. Initialing of tentative agreements shall be done in good faith.
- c. The committee of the Association must affirm the acceptance of the Agreement first by a membership vote, and then the same shall be presented to the Board for its decision. If approved, the Agreement shall be binding on both parties.
- d. Within thirty (30) working days after the signing of the Agreement, copies shall be made available to all certified/licensed employees and Board members. The responsibility for printing and distributing the copies of the Agreement, including reopeners, will be that of the C.F.V.E.A. for 1995-96 and thereafter shall alternate between the parties.

10. Disagreement

- a. If agreement is not reached within sixty (60) days following commencement of negotiations; either party may, at anytime thereafter, request the employment of a mediator, and the cost, if any, of such mediating services shall be shared equally by the Board and the C.F.V.E.A. However, if after sixty (60) days from commencement of negotiations should either side request that negotiations be extended before mediation, and if both parties mutually agree to do so, negotiations before mediation will be extended up to thirty (30) additional days making a total number of days for any one (1) negotiating session ninety (90) days from the day of the initial meeting.
- b. The mediator shall be supplied by the Federal Mediation and Conciliation Service or any other source acceptable to both parties.
- c. In the event mediation fails to help the parties reach agreement, the final act of the mediator shall be to report to the parties in writing declaring the points of disagreement and the position of the parties on the impasse items as they appear to the mediator and his/her recommendations.

11. No Reprisal Clause

Representatives of the Board and Clear Fork Valley Education Association shall participate in negotiations freely without concern for penalty, sanction, reprisal, or recrimination.

ARTICLE II – GRIEVANCE PROCEDURE

A. Purpose

This grievance procedure has been established to enable employees to seek solutions to violations of specific articles of the Master Agreement.

It is the intent of this procedure to provide solutions at the lowest administrative level.

B. Definitions

1. Employer

The Clear Fork Valley Local Board of Education
Richland County, 211 School Street, Bellville, Ohio 44813

2. Employee

Member of the bargaining unit employed by the Board.

3. Grievance

A complaint by an employee and/or group of employees that there has been a violation or a misapplication of a specific article of the Master Agreement.

4. Grievant (Aggrieved)

Member of the bargaining unit employed by the Board making a complaint, or a group of same, or the C.F.V.E.A.

5. Days

Actual bargaining unit employee working days unless specified otherwise.

6. Employee Organization

The Clear Fork Valley Education Association (C.F.V.E.A.) as recognized by the Board.

C. Rights

1. No reprisals of any kind will be taken by the employer, employee, or employee organization during or after the resolution of the grievance.

2. All time limits described within are maximum, but may be extended by mutual agreement. Every effort will be made by all parties to conclude the procedure(s) in a minimum amount of time.

3. The grievant may, at his/her choice, be represented by the C.F.V.E.A. at any and all steps of the procedure.

4. The fact that an employee files a grievance shall not have any bearing on the

employee's future transfer, assignment, promotion, or employment recommendations. Filed grievances do not become part of an employee's personnel file.

5. Failure to communicate the disposition of any grievance within the prescribed time limits will result in the grievance moving directly to the next step in the procedure.
6. An employee must file any grievance within fifteen (15) days after he/she knows of or should have known of the act upon which the grievance is based.

D. General Provisions

1. All grievances will be filed on authorized forms only. (See Appendix C)
2. Grievance forms will be prepared by the employer and distributed by the employee organization.

E. Procedure

All employees will make an effort to resolve their complaints by first discussing it with their immediate supervisor. If the employee is not granted the redress sought, the employee may then file a formal grievance.

Step I

If the grievance is not resolved within five (5) days of the informal meeting, the aggrieved may present a formal claim to their immediate supervisor by submitting a completed Grievance Report Form. Within five (5) days of receipt of the grievance, the immediate supervisor will meet with the aggrieved and the aggrieved's representative(s), if elected by the aggrieved, in an effort to resolve the matter. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the aggrieved and the C.F.V.E.A.

Step II

If the grievance is not resolved at Step I, the grievant and/or the C.F.V.E.A. shall complete Grievance Report Form, Step II, and submit the grievance to the Superintendent within ten (10) days after being notified by his/her immediate supervisor in Step I. Within five (5) days of receipt, the Superintendent and/or designated representatives will meet with the grievant and/or his/her representative to resolve this matter. Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance and forward it to the aggrieved. The C.F.V.E.A. shall be notified in writing of said disposition.

Step III

If the grievance is not resolved at Step I or II, the grievant and/or the C.F.V.E.A. shall complete the Grievance Report Form, Step III, and the grievant and/or C.F.V.E.A. shall

have the right to submit the grievance to the Board of Education within ten (10) days after the Superintendent replies to the grievance in Step II. The Board shall meet with the grievant and/or his/her representative at its next regularly scheduled meeting to resolve the matter. Within six (6) working days of this meeting, the Board shall indicate in writing the disposition of the grievance by completing the form and forwarding it to the aggrieved. The C.F.V.E.A. shall be notified in writing of said disposition.

Step IV

If the aggrieved, with the written concurrence of the C.F.V.E.A., is not satisfied with the disposition of the grievance at Step III, he/she may within ten (10) days submit the grievance to arbitration by the American Arbitration Association whose rules and regulations shall, likewise, govern the proceedings. The arbitrator may not add to, alter or delete from, the terms of the negotiated items. The arbitrator shall have all power and remedies within lawful statutes to render an award which shall be final and binding on both parties. In cases where arbitration of an issue is questioned, the matter of arbitrability shall be ruled upon by the arbitrator prior to a ruling by the arbitrator on the actual grievance. The cost for services of the arbitrator will be split equally among the parties.

ARTICLE III – RIGHTS

A. Management Rights

The Board hereby retains and reserves unto itself, without limitations, all the 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.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

B. Bargaining Unit Privileges

1. Exclusivity

The Board shall accord the privileges enumerated in this Article to the C.F.V.E.A., Local #4109, A.F.T./O.F.T. as the sole and exclusive bargaining agent. These privileges shall not be provided to any other agent who has as its purpose the representation of certified/licensed employees in collective bargaining until such time as a valid and lawful challenge to the certification status of the C.F.V.E.A. is recognized by S.E.R.B.

2. Rights

The C.F.V.E.A. will have the right to use of faculty lounge bulletin boards, mailboxes, inter-school mail delivery, and school facilities for the purpose of meetings.

3. Dues Deduction/Payroll

The Board agrees to deduct C.F.V.E.A., Local #4109, A.F.T./O.F.T., dues plus other deductions mutually agreed upon by the C.F.V.E.A. and the Board where the employee authorizes the Board. Authorization for these deductions for a school year must be made by the employee in writing to the Treasurer on or before October 1st.

- a. The Board recognizes the C.F.V.E.A as a teacher professional organization (TPO) and in accordance with Section 4117.01 Revised Code and STRS Board Rule 3307-6-01, agrees to make C.F.V.E.A. officer stipend payments through the regular CFVLSL payroll at no additional cost of the Board. The C.F.V.E.A. shall reimburse the Board's contribution cost for the STRS payment and the Board's cost for Medicare if applicable on behalf of each C.F.V.E.A. officer who requests this option.

The treasurer of the C.F.V.E.A shall deposit the stipend and reimbursements to the CFVLSL Treasurer by June 10th of each year, and stipend payments to C.F.V.E.A. officers shall be made by June 30th. The C.F.V.E.A treasurer will itemize the stipend and reimbursement amounts.

The C.F.V.E.A. officer stipend amount, based upon the C.F.V.E.A. Constitution and By Laws, is for terms of service of one year from July 1st through June 30th.

4. Conference/Convention Days

- a. The Superintendent shall authorize up to a combined total of four (4) days per year to members elected to represent the C.F.V.E.A. or chosen to serve on programs or in any capacity at C.F.V.E.A. meetings, conferences or conventions.
- b. The (Co-)President(s) of the C.F.V.E.A. will be given one (1) additional professional day, upon request and without Board compensation for expenses (registration fee, travel allowance, etc.), to attend one (1) major O.F.T. conference per year. The Board shall be responsible only for the expense of a substitute.

ARTICLE IV – TEACHING CONDITIONS

A. Normal School Day

The certified/licensed employee day will be seven and one-half (7 ½) hours inclusive of lunch and recess period. Hours are dictated by State Laws and Board Policy. The beginning and ending times will be determined by the respective building principal to reflect State Laws and Board Policy. Special in-service meetings, district-wide staff meetings, building faculty meetings, or conferences with students and/or parents may extend the day without increasing any additional cost to the Board. Said activities are deemed to be part of the job description.

1. Extended Days – Beginning with the 2010-2011 school year, any school days extended to make up calamity days shall be interpreted as one work day for purposes of paid employee leave.

B. Lunch Period

1. All employees shall have a duty-free thirty (30) minute lunch period.
2. An employee's lunch period shall be within the regular scheduled serving time.
3. Employees may leave the building during their duty-free lunch period with the approval of the building principal or designee.

C. Teaching and Room Assignments

Each certified/licensed employee will receive his/her teaching and/or room assignment, in writing, no later than July 15th. Should circumstances warrant a change after this date, the respective building principal shall notify the employee of the change(s) immediately and provide assistance as needed to help the teacher make the change successfully.

D. Planning Time/Conference Periods

1. Employees will be provided planning time at least in accordance with the Ohio Department of Education standards. In program planning and student scheduling, building principals will make every attempt to provide opportunities for employees in the same department and/or grade level to have a common planning time.
 - a. All employees in grades K through 12 shall have a minimum of forty (40) minutes of preparation time daily on full-session days.
 - b. On days when school is not in session a full day, preparation time will be no less than twenty (20) minutes and no more than forty (40) minutes.
 - c. Part-time employees shall have preparation time in an amount equal to their part-time as it bears to full-time.

2. Employees will be available to spend time with students needing academic consultation during part of the employee's conference period when necessary and possible. Employees are encouraged to use this time for planning procedures, grading papers, and in research and curriculum development.
3. After the principal has exhausted all means of securing a substitute teacher, teachers/bargaining unit members may be assigned to serve as a substitute teacher during the time they are not scheduled to have pupil contact. This will be done on a rotational basis among those teachers who are available at that time. If a bargaining unit member is assigned to serve as a substitute teacher during their non-contact time, they may seek other bargaining unit members who have non-contact time to serve in their place during that time or other bargaining unit members who are free may volunteer to cover the assignment for them.
4. The member shall be paid an hourly rate of twelve dollars (\$12.00). This section applies to teachers/bargaining unit members who act as a substitute for regularly scheduled classes in lieu of conference/preparation time. Teacher will turn in proper documentation of time served to their principal for payment.

E. Teaching Duties

1. *Building Faculty Meetings* – Whenever possible, building faculty meetings will be scheduled one (1) week in advance. Employees shall attend all building faculty meetings called by the principal unless excused by the building principal. Every attempt should be made to limit faculty meetings to one (1) per week, unless unforeseen emergency situations should arise.
2. *Homeroom Assignments* - Employees are subject to homeroom assignments, and when assigned, they shall handle all the details of records, attendance, social activities, and other matters assumed by the homeroom commitment. Employees are also expected to share in supervising non-classroom activities during the school day.
3. *Classroom Procedures/Schedules* - Employees shall keep an outline of class procedures, in a plan book provided by the Board, which should be available at all times for use by the principal or supervisors and as a guide for substitute teachers. Each elementary school employee shall prepare and follow a daily time schedule which has been approved by the principal or Superintendent. A copy of this schedule should be filed with the principal or Superintendent within two (2) weeks after the beginning of the school term.
4. *Educational Planning and Planbooks* - Planning educational experiences for pupils must be both a continuous and flexible process. This involves pre-planning, the

study of each pupil's records and previous experience, as well as assembling materials and organizing resources in their relation to teaching assignments. Long-range planning should involve a statement of goals, methods for achieving these goals, a perfected plan of evaluation, and some estimate of time allotments. Plan books will be provided by the Board for employees' use and should be available at all times for use by the principal or supervisors and as a guide for substitute teachers.

5. *Assigned Periods* - Employees shall keep their classes in session each day during school hours and assigned periods and shall not dismiss them, for any reason, without permission of the principal or Superintendent.

Employees shall be responsible for the orderly departure of all pupils generally and specifically for those who have been assigned to them for any class.

Employees shall give every reasonable assistance to all pupils in their studies.

Any tickets sold in the Building will be sold only in the Building Office and all fiscal policies will be followed in the handling of funds received.

6. *Unassigned Periods* - Employees shall not be absent from school or any period without permission of the principal or Superintendent except as provided for in ARTICLE V - LEAVES of this Agreement. ARTICLE IV, TEACHING CONDITIONS, B, 3 also permits leaving the building for lunch with the approval of the principal or designee.

7. *Students' Health and Welfare* - Employees shall give careful attention to the health and comfort of the pupils under their care. Employees shall observe the physical conditions of the room relative to heating, ventilation, lighting and cleanliness and shall report abnormal conditions to the principal or Superintendent. Employees shall report any unsatisfactory conditions among students pertaining to personal cleanliness, vision, hearing, etc., to the building principal or other appropriate authority.

Employees shall not send pupils on errands away from the school property the exception being if the errand is directly related to the curriculum being instructed at that time and the student(s) guardian is on file with the building administrator granting permission. The school administrator shall have the discretion to refuse such privilege.

8. *Teachers' Handbook* - Employees shall become familiar with and follow the instructions outlined in the Teachers' Handbook that is prepared by the building principal and presented at the orientation meeting.

9. *Records/Reports* - Employees shall keep all records and make all reports as directed by the principal or Superintendent. On-line grade books should be kept updated by the 15th and last day of the month.
10. *Foregoing Scheduled Planning Time*- When an employee agrees to forego their scheduled planning time each day for the purpose of minimizing student-teacher ratio, and will be instructing an approved graded/accredited class that appears on the master schedule and has a minimum of fifteen (15) students, the employee will be compensated at their hourly rate for that additional instructional time.
11. When an elementary teacher is assigned to teach another elementary teacher's class, or any part of another teacher's class, for an entire school day as a result of the inability to secure a substitute, that teacher shall be paid half of a substitute teacher's daily rate. If coverage is for less than a full day, the bargaining unit member will still receive half of the substitute rate for the amount of time coverage is needed.

F. Non-Teaching Duties

The primary responsibility of a certified/licensed employee is to teach. It is understood that additional duties must be undertaken to properly supervise students. These duties will be assigned on an equitable basis, and duties will not be invented merely to give the employee something to do. Duties will be assigned in writing (a general list in the Teachers' Handbook as interpreted as in writing) by the appropriate building administrator.

G. Vacancies - Promotions - Transfers

1. All vacancies in certified/licensed staff positions, which the Superintendent intends to fill, shall be posted in each building, through their district issued e-mail address, Ohio Alerts (text/e-mail) and posting on the district website for a period of seven (7) calendar days. A vacancy is defined as the Superintendent having received a written resignation from a certificated/licensed employee or when a new position is created. Resignations will become final upon action of the Board. The Board reserves the right not to fill any vacancies.
2. In the event that said positions become available during the summer months or holiday periods when school is not in session, defined as that period of time between the last teacher day and the opening staff day of the subsequent school year, a notice of all vacancies specifying the grade level or special subject area will be given to all certificated/licensed employees through their district issued e-mail address, Ohio Alerts (text/e-mail) and posting on the district website for a total of seven (7) calendar days.

3. In the event a position becomes available during the school year, the union leadership and Superintendent shall work together to fill the position while minimizing the disruption to existing class structure. The Board has the option to place a long-term substitute in the vacant position for the remainder of the school year following the established procedures for substitute hiring.

At the conclusion of the school year, should the position in question be needed for the following year, it will be regarded as any open position and the procedures as defined in paragraph 1 of this section will apply.

4. Should certain employees have a specific interest in potential openings or new positions; they may file their intent or application in writing or electronically with the Superintendent or the appropriate administrator and be guaranteed an interview for the position of interest, with the understanding that administration makes all final decisions on employment.
5. Employees who wish to transfer within the system may request same in writing to the Superintendent or the appropriate administrator. Said request will be submitted to the affected principal for their recommendation.
6. In the event that it is necessary for the Superintendent to initiate a transfer, said transfer will be reviewed in person with the affected employee prior to the final decision. The employee will be afforded an opportunity to agree or disagree stating reasons for same. No teacher shall be transferred to a position for which he/she does not hold state certification/licensure. Should an involuntary transfer occur, the Administration will make every attempt to make an efficient transfer by securing necessary classroom materials, and ensuring transfer of existing teacher supplies in a timely manner.

H. Building Facilities

1. The Board will continue to make available lunchroom and lavatory facilities for teacher use. At least one (1) room will be made available for use as a teacher lounge.
2. Employees shall properly care for all school property and equipment.
3. An effort will be made to fulfill the need for each teacher to have a facility which can be locked for the private storage of coats, hats, purses, and other personal belongings.
4. The Board shall provide telephone service in each building in an environment conducive to confidentiality for employee use.

I. Pupil Teacher Ratio

The C.F.V.E.A. and the Board understand and agree that class size plays an important part when providing the education for students, particularly as it relates to individual pupil differences.

Both parties are committed to keeping reasonable class sizes in all classes throughout the District. The administration is sensitive to any classroom-related issue and will engage in ongoing constructive dialogue with all parties.

The administration shall be responsible for the pupil-teacher ratio by the assignment of students and staff and for determining the number of teachers to be employed.

J. School Calendar

A calendar committee consisting of CFVEA Co-Presidents, 2-3 CFVEA Union members and 5 administrators will develop the calendar to be recommended to the Board by the Superintendent.

K. Inclement Weather

When schools are officially closed because of inclement weather or other calamity, employees shall be released from duty for the same period of time. Any make-up hours that the Board schedules in a given school year due to school closure shall be for student instruction and to maintain the minimum school year required by the Ohio Department of Education, for which no additional compensation shall be paid. The makeup hours will be identified on the school calendar when it is published.

L. Grade Changes

The teaching employee shall have the right to determine the grades of students.

M. Special Needs Students

The following shall apply to teachers who have or will have one (1) or more special needs students included into their classes:

1. Each teacher at each grade level shall have the opportunity to meet with the Special Education teacher to discuss and provide input into decisions affecting special needs students before assignment to the teacher's classroom.
2. The receiving teacher(s) at the appropriate level has the right to be present, and is urged to be present, at any Placement Committee meeting. This includes the annual I.E.P. review.
3. Special needs students assigned to regular classrooms shall, to the extent possible, be equitably assigned by the administration to classrooms at each grade and/or subject level.

4. If more than thirty percent (30%) of the students in an inclusionary classroom are students with an I.E.P., additional help will be considered for the classroom teacher.
5. When medical conditions of a student require services like changing colostomy bags or diapers, cleaning tracheotomy openings or appliances, etc., the Board will address those student needs with additional help.

N. Students with Records of Violent Behavior

In an effort to maintain good communication among all members of the Clear Fork staff procedures will be developed and shared with bargaining unit members at the beginning of each school year to detail how information will be shared with staff members when a student enrolls with a known record of violence, violent acts, or has been involved in sexual misconduct.

ARTICLE V – LEAVES

A. Sick Leave

In order to comply with Section 3319.141 of the Ohio Revised Code, the following guidelines shall be followed:

1. Each bargaining unit employee shall be entitled for each completed month of service to sick leave of one and one-fourth (1 1/4) days with pay.
2. Sick leave may not be taken in less than one-half (1/2) day amounts.
3. Unused sick leave shall be cumulative only up to two hundred eighty (280) days. A cap of two hundred sixty-five (265) days sick leave will be used to calculate severance pay.
4. Employees may use sick leave upon approval of the responsible administrative officer of the Board, for absence due to illness, injury, disability due to pregnancy including post-partum recovery, adoption of a child under the age of eighteen (18) years of age, or older and incapable of selfcare because of a mental or physical disability, exposure to contagious diseases which could be communicated to other employees, and illness, injury or death in the employee's immediate family. Employees will be limited to using three (3) days of sick leave for the purposes of attending a funeral for someone not listed in #5 below. Should extenuating circumstances exist, additional days may be granted by the Superintendent or his/her designee.
5. Immediate family shall be interpreted to include husband, wife, children, brothers, sisters, parents, grandparents, grandchildren, brothers-in-law, sisters-in-law, mother-in-law, father-in-law and anyone living in the same household who is related by blood, marriage, or adoption; or mutual agreement between the Superintendent or designee and the CFVEA.

6. If an absence is for less than one-half (1/2) day, the employee may submit a request in writing (email accepted) to the proper building administrator and copied to the payroll department to secure certificated/licensed staff to cover classes and have no time deducted from sick leave.
7. Any bargaining unit employee who has exhausted his/her sick leave accumulation may be advanced up to fifteen (15) days of sick leave or the maximum of what would be accumulated until the end of the current school year. The Board shall recover any pay due because of sick leave advancement of paid time off upon termination of employment of the employee.
8. Any bargaining unit employee who is absent for five (5) or more consecutive work days, or ten (10) days during a semester, or twenty (20) days any given school year shall be required to furnish to the Superintendent or Treasurer, a written statement explaining the cause of the absence. In addition, the Superintendent or Treasurer may request the statement to be prepared by a physician's office. An employee may voluntarily submit a statement from a doctor/physician and that absence would not be counted against the limit in this paragraph.
9. The Board will recognize a maximum of two hundred thirty-five (235) days of cumulative sick days leave for employees transferring from any other agency or agencies of the government of the State of Ohio provided such earned sick leave has been accumulated in the past ten (10) years. A certificate, executed by the responsible administrative officer of an agency from which an employee is transferring, must be presented to the Board Treasurer before sick leave earned outside the Clear Fork Valley Local Schools will be recognized.
10. Employees may choose to make a voluntary gift of sick days to another employee who has exhausted their sick days because of a severe condition, illness, or pregnancy. In such cases, the following guidelines will be followed:
 - a. Once an employee makes a decision to gift sick days to another employee, and the paperwork has been submitted to the Treasurer's office, the decision is irrevocable.
 - b. Gifted sick days cannot be used to enhance severance pay.
 - c. A staff member may not gift more than ten (10) sick days per year. A staff member may not receive more than ten (10) donated sick leave days from any one employee per year.
 - d. The gifting of sick days can be anonymous if the employee so desires.

The gifting of sick days can only be for a serious illness or incapacitating health or medical issues of the employee having a prognosis of recovery being thirty (30) work days or longer or to

extend maternity/adoption/child care leave. The Superintendent and CFVEA shall ultimately determine whether the employee qualifies for use of donated sick leave days based on appropriate paperwork from the employee's physician.

- e. Gifted sick days shall not be used to repay advanced sick days.
- f. The request to donate or to receive sick days must be submitted to the Treasurer in a timely manner. If the employee wishes to donate sick days anonymously, the Treasurer shall be notified by the donor of such intent via email.

B. Personal Leave Days

1. All bargaining unit employees shall be granted up to four (4) days of personal leave for personal business during each school year without loss of pay and without deduction from sick leave. Personal business is defined as an obligation over which the employee has no control and which requires attention during a school day.
2. Employees shall make every effort to schedule personal appointments after school hours.
3. If the use of personal leave becomes necessary, the request shall be made five (5) days in advance unless it is an emergency.
4. If an absence for personal leave is for less than one-half ($\frac{1}{2}$) day, with the approval of the proper building administrator, the teacher may opt to secure certificated/licensed staff to cover classes and have no time deducted from personal or sick leave credits.
5. Any unused personal leave as of July 1 of each calendar year shall be added to sick leave.
6. The following conditions shall apply to personal leave:
 - a. Personal leave shall not be used for purposes of a vacation. Personal days cannot be used or permitted to extend winter or spring breaks. Personal days may not be used the first or the last ten (10) student days of the school year or on inservice days without the written approval from the Superintendent upon recommendation of CFVEA.
 - b. It is agreed and understood by the parties that certain requests for personal leave are unique and/or once in a lifetime events, both emergent and obligatory in nature, and are not considered to be entertainment or leisure activities that fall on days prohibited in paragraph 6a above.

To accommodate those special occurrences, the Superintendent has the authority to give special consideration to and may approve those requests upon recommendation of the CFVEA.

c. Personal leave may not be used on parent conference days unless approved by the building principal.

d. Personal leave may not be taken in less than one-half (½) day amounts.

e. Personal leave may not be used for purposes of gainful employment.

f. Personal leave may not be used in lieu of sick leave without approval from the Superintendent upon recommendation of CFVEA.

g. No more than two (2) bargaining unit employees from each of the following buildings may use personal leave on the same day. The buildings are: the High School, the Middle School, Butler Elementary and Bellville Elementary without approval of the Superintendent upon recommendation of the CFVEA.

h. No more than twenty (20) personal leave days per building may be approved for bargaining unit employees during any one (1) month from September through May. No more than five (5) personal leave days may be approved for these employees during the months of August and June without approval of the Superintendent upon recommendation of CFVEA.

C. Flex Leave

Flex Leave is defined as days which can be used as either Personal Leave or Sick Leave. Three days per year of Sick Leave will be converted to Flex Leave. Any unused Flex Leave as of July 1 of each calendar year shall be added back to Sick Leave. This will be renegotiated no later than the Spring of 2020 for the 2020-21 school year and no later than the Spring of 2021 for the 2021-22 school year.

D. Maternity/Adoption/Child Care Leave

Maternity Leave - A pregnant employee shall be granted, upon request, unpaid maternity leave for the balance of the school year in which the birth of the child is expected, or for the amount of time to which she is entitled to leave under the Family and Medical Leave Act of 1993, whichever is greater. This request shall state the length of absence desired by the employee. The employee shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except in emergency situations in which event the Superintendent shall immediately be notified of the date of said leave. At the request of the employee, and with one (1) week prior notice, the maternity leave may be shortened by the Superintendent.

The use of available sick or flex leave for maternity/adoption shall be for a maximum of thirty (30) working days. Maternity leave will begin with the birth of the baby. Additional time may be requested if extenuating circumstances exist with the child/family adjustment issues, or healthcare issues with the new child(ren). A request for additional usage must be accompanied by a written statement from the child(ren's) physician if healthcare issues exist; or a written statement by the social worker handling the adoption case indicating adjustment issues exist. While using paid time off, the usual cost of fringe benefits paid by the Board will be maintained.

The use of available sick or flex leave used by a non-pregnant employee for Maternity/Adoption/Child Care leave shall be a maximum of fifteen (15) working days. Use of this leave must be completed as consecutive days within 6 months of the birth of baby. Additional time may be requested if medical conditions require hospitalization of the mother/child. A non-pregnant employee is permitted to use unpaid FMLA leave for Maternity/Adoption/Child Care provided the said leave follows the guidelines contained elsewhere in this agreement.

All references to FMLA in this section and elsewhere in the agreement will follow Board Adopted policy and current laws regarding FMLA should the law contradict the negotiated agreement or Board Policy.

Adoption Leave - Upon written request, an employee adopting a child under the age of eighteen (18) years of age, or older and incapable of self-care because of a mental or physical disability shall be granted an unpaid leave of absence for the balance of the school year in which the teacher received the child, or for the amount of time to which he/she is entitled to adoption leave under the Family and Medical Leave Act of 1993, whichever is greater. The employee shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when notice of the date for receiving a child is within the thirty (30) days in which event the Superintendent shall be notified as soon as practicable of the date of said leave.

Child Care Leave - An employee may request an unpaid leave of absence for the purpose of rearing a newborn child. This request shall be submitted to the Superintendent in writing at least thirty (30) days in advance of the effective date of the leave. However, if the date of the child's birth requires leave to begin in less than thirty (30) days, the employee need only provide such notice as is practicable. This request shall state the length of absence desired by the teacher. Child care leave shall not exceed one (1) year. When a full year leave is taken, the employee shall begin such leave at the beginning of a semester.

Upon return to service following Maternity/Adoption/Child Care Leave, the employee shall be entitled to reinstatement to the same contractual status, but not necessarily to the same position, which was held prior to the leave. The employee shall be granted a

salary increment only if said employee has taught one hundred twenty (120) days during the year in which the leave is taken.

With respect to an employee who is on Family and Medical Leave for the purpose of unpaid Maternity/Adoption/Child Care Leave, the insurance premiums mentioned in Article XI. of this Agreement, will be paid by the Board for twelve (12) workweeks or for the duration of the leave, whichever is shorter.

Thereafter, if the employee is still on the same leave, he/she shall have the right to pay all such premiums himself/herself.

All other benefits, mentioned in this Agreement, will not be accrued or paid by the Board for an employee during the period of time that the employee is on unpaid Maternity/Adoption/Child Care Leave.

Maternity/Child Care/Adoption Leave will be granted by the Board of Education within the first (1st) year of birth or adoption at the request of the employee, as long as said employee agrees that they may return to active status as an employee of the C.F.V.L.S.D. when a vacancy is posted in the employee's area of licensure or certification. Upon return to employment, the employee will resume prior contract status and position on the salary schedule.

E. Severance Pay

Employees of the Clear Fork Valley Local School District may, at the time of their retirement from service with the Clear Fork Valley Local School District, apply for severance pay. Only those employees whose effective date of retirement with the State Teachers Retirement System is no later than ninety (90) calendar days after the last paid day of service with the Clear Fork Valley Local Schools shall be eligible for retirement severance pay. The Superintendent may grant a severance payment when extenuating circumstances causes retirement from the district to occur more than ninety (90) calendar days before STRS eligibility for retirement. The maximum severance payment which may be made for employees who have completed ten (10) or more years of service with the district shall be one-fourth (1/4) of two hundred sixty-five (265) days of unused sick leave days not to exceed sixty-five (65) days. Such payment shall be based on the employee's full per diem rate of pay at the time of separation. Payment for paid time off on this basis shall eliminate all paid time off credit accrued by the employee at that time. The severance payment shall not be made until the employee submits proof to the Treasurer that the first retirement check has been deposited.

For employees who have completed less than five (5) years of service with the district, no severance payment will be issued. For employees who have completed five (5) to nine (9) years of service with the district, the maximum severance payment which may be made

shall be one-tenth (1/10) of two hundred sixty-five (265) days of unused sick leave days not to exceed twenty-six (26) days.

The severance pay described above shall be paid to the estate of an employee of the Clear Fork Valley Local School District who dies while still employed by the District. Payment to the estate shall be made in a timely manner. Employees, who have five (5) or more years of service with the District and pass away while employed by the Clear Fork Valley Local School District, shall have a severance payment made to their estate using the retirement severance calculation from the previous paragraph.

Employees separated from the Clear Fork Valley Local School District, by Reduction In Force or elimination of curriculum offerings, may elect to receive severance payment for unused sick leave. The maximum severance payment which may be made shall be one-fourth (1/4) of two hundred sixty-five (265) days of the unused sick leave days, not to exceed sixty five (65) days. Such payment shall be based on the employee's full per diem rate of pay at the time of separation. Payment for sick leave on this basis shall eliminate all sick leave credit accrued by the employee at that time. Payment of severance because of separation of employment (RIF or curriculum offering elimination) will be made ninety (90) days after the employee receives their last salary payment from the district providing that other employment in the profession has not been obtained during these ninety (90) days.

Any teacher who desires to have his/her severance pay deposited into an annuity must notify the Treasurer's office in writing thirty (30) days in advance of their effective date of retirement or last day of active service, whichever is earlier. The notification must state either a percentage or dollar amount of the eligible severance pay to be deposited into an annuity upon retirement. Calculations for the amount of the annuity for severance pay will need to be certified by the Treasurer. The maximum amount an employee authorizes to be annuitized will be distributed to the annuity company of their choice on the last payday of their employment. The employee's choice of the annuitized severance pay must be with a company to which the Clear Fork Local Schools contribute to annuities for other employees.

The maximum allowable tax sheltered annuity annual contribution amount as determined by the various federal codes sections including, but not limited to 403(b), 402(g), 415, and 457. The service contribution to an employee's 403(b) plan or 457 deferred compensation plan aggregated with any previous contributions made by the employee during their last twelve (12) months of employment, cannot exceed the maximum allowable contribution as determined by law. These provisions can be amended as necessary in order to conform to any applicable federal and state tax laws.

F. Professional Development Leave

1. Professional Development Leave is defined as leave relating to your certified/licensed position. This procedure is not to be used for field trips, supplemental activities, and sporting events which will be entered only in KIOSK as Professional Leave with a description of the event.
2. Each bargaining unit employee may request two (2) professional days per year for professional growth activities. Additional days may be granted upon approval of the Superintendent.
3. The Head Coaches of all varsity teams will be permitted two (2) days only per school year for professional athletic meetings for each sport in which they are Varsity Head Coach and may include attending a state tournament contest of the sport they are Varsity Head Coach subject to yearly review. All other coaches will be granted one (1) day professional leave per school year per sport coached for athletic meetings. Professional athletic meetings shall mean workshops or clinics. The days available to employees for professional meetings for academic class work are not to be used by coaches for athletic meetings. All Athletic Leave requests must include an Activity Proposal and a Follow-Up Report specifying how such attendance will benefit Clear Fork student athletes. Documentation will be submitted to the Superintendent or designee.
4. Bargaining unit employees that must take a professional exam to secure a licensure related to education will be granted a professional day to take said exam, excluding Pupil Activity Permit/License.
5. In order to apply for said leave, the employee must:
 - a. Submit a Professional Development Leave Request form to their immediate supervisor on the designated form ten (10) calendar days prior to in advance of said leave.
 - b. Upon confirmation of approval of said leave, enter information into KIOSK. If attendee expects reimbursement, or to have the District pay for any aspect of the leave, a requisition must be turned into the Treasurer's office two (2) weeks prior to the registration deadline. If extenuating circumstances arise, the Treasurer will consider each request on a case by case basis.
6. Employees granted said leave will be notified in writing or electronically within five (5) working days of the filing of the request. Any requests not granted shall be returned to the employee within the same said time frame with a written explanation for the denial.

7. While on Professional Development Leave, the employee will receive the regular rate of pay, and a substitute will be employed by the Board. Employees on said leave will be reimbursed according to the following rate schedule up to:

Registration fees:100%

Meals: None

Lodging: \$45.00 per night

Travel: (Only applicable if district provided transportation is unavailable and the employee inquired (via e-mail to "Van") if district transportation is available.) Current IRS rate (mileage calculated from employee's building to destination and return). If multiple employees attend the same conference on the same days from the same building, only one employee will receive mileage reimbursement.

8. Employees, for reimbursement, must complete the Travel Expense Form and provide the Business Office with all receipts. Said forms are to be submitted to the Treasurer's office each month and will be processed with the next batch of checks that are processed after submission. No one will be reimbursed more than five hundred dollars (\$500) for any single issuance of said leave.
9. Within ten (10) calendar days after the conclusion of said leave, the employee will file a report with the building principal, listing the highlights and other useful information acquired during said leave. The principal will provide for distribution of this report to staff as he/she deems necessary. A copy of said report shall be forwarded to the Superintendent once received by the building principal.
10. In-service activities are recognized as an important part of each teacher's professional growth. Visitations are recognized as a form of in-service. Applicant will follow the Professional Development Leave procedure as described above.

G. Assault Leave

1. Notwithstanding Section 3319.143 of the Ohio Revised Code, certificated/licensed employees who are absent from work due to a physical disability resulting from an assault which occurs in the course of Board employment will be maintained on regular status during the period of such absence. In order to qualify for said leave an employee shall:
 - a. Within fifteen (15) days of the assault, furnish the Superintendent with a signed statement, on the provided form to justify the use of said leave.
 - b. Within a reasonable time after the assault, submit to the Superintendent a certificate from a licensed physician stating the nature of the disability and its duration.

2. In addition to the above the following rules apply:
 - a. In order to qualify for Assault Leave, eligibility will be determined by the Superintendent following a notification from the proper building administrator.
 - b. Upon receipt of a physician's statement, either party (employee or Superintendent) may request a second opinion to determine when the employee is fit to resume his/her duties.
 - c. All earnings paid under this policy are in lieu of Workers' Compensation Benefits.
 - d. Regarding any non-insured medical or property damage costs, the Board or its representatives will be an advocate for due process to facilitate compensation for losses incurred by a teacher.
 - e. Assault leave benefits will be discontinued upon the following: retirement of the individual, declaration of eligibility for disability retirement benefits, or resignation of an employee.

H. Sabbatical Leave

Sabbatical Leave for study and research may be granted without pay to full-time regular employees subject to the following conditions:

1. The employee applying must have at least five (5) years of full-time continuous teaching service in the District immediately preceding the date of application for the Sabbatical Leave unless otherwise approved by the Superintendent and the Board of Education.
2. Each year up to five percent (5%) of the eligible teaching staff may be granted sabbatical leaves of absence.
3. No employee will be eligible for Sabbatical Leave if they have been granted such a leave from the District within the seven (7) consecutive years of service immediately preceding the application unless otherwise approved by the Superintendent and the Board of Education.
4. The applicant must present an acceptable plan for educational growth to be followed during the Sabbatical Leave. The proposed plan must contribute to the professional effectiveness of the applicant as a teacher in their current areas of certification/licensure.

5. Application(s) for Sabbatical Leave shall be submitted, in writing, to the Superintendent and must be received by March 15th. If approved by the Superintendent, the leave will be acted upon by the Board by May 31st.
 6. An employee on Sabbatical Leave shall not render teaching service for compensation in any other Ohio public and/or private educational institution provided, however, this requirement shall not preclude the acceptance of a fellowship or other assistance in research.
 7. Within sixty (60) days after completion of the Sabbatical Leave, the employee granted such leave shall file with the Superintendent a written report of his/her educational pursuits while on Sabbatical Leave.
 8. All sabbatical leaves shall be for a period of one (1) school year only. Written notice of the employee's intent to return to a teaching position in the district shall be received by the Superintendent no later than March 31st of the school year the employee is on sabbatical leave. Failure to provide written notice by this date shall result in the termination of the contract of employment between the Board and the employee and the employee is without further recourse under law or this agreement.
 9. An employee on Sabbatical Leave may elect to continue District insurance benefits by paying one hundred percent (100%) of the monthly premium.
 10. Upon completion, the employee will return to teach at least one (1) full year in the District or pay to the District the sum of one thousand dollars (\$1,000.00).
 11. Upon return, the employee will resume the same contract status, but they will not receive an additional step on the salary schedule for the year on leave.
 12. Upon return, the employee will be assigned to a position for which he/she is certified/licensed, but there is no guarantee that it will be the same position, which he/she previously held.
- I. Jury & Election Poll Worker Leave
1. An employee called to jury duty or to be a worker at an election polling place shall be entitled to receive their regular rate of pay while serving provided they pay to the District Treasurer all compensation received as a juror or poll worker.
 2. Upon presenting documentation to the Treasurer's office from the responsible court of jurisdiction or appropriate county agency, any funds reimbursed to the employee for meals, travel and/or lodging are not considered a part of the daily pay that must be returned to the district.

J. Court Leave

An employee subpoenaed to appear in any court in an action arising out of their employment, provided such appearance is not in connection with an action the employee has taken against the District, shall be entitled to their regular rate of pay while so appearing provided that any witness fee shall be paid to the District Treasurer. Such absence shall not be considered sick or personal leave.

Employees that are required to appear in any court in relationship to any family law matters involving a spouse and/or child [related by blood or adoption (including the adoption process), or through marriage] shall first exhaust their remaining sick leave.

An employee subpoenaed to appear as a witness or appearing as a party in a criminal trial or legal proceeding in which he/she is not a defendant, shall be entitled to their regular rate of pay. Such absence shall not be considered sick or personal leave.

K. Family and Medical Leave

In applying for the Family and Medical Leave Act of 1993, employees shall run concurrently with his/her FMLA leave any of his/her accrued sick leave for leave provided under the FMLA for any part of the 12 week period of such family leave. The thirty (30) day advance notice required by the Act shall be tolled from the date the individual first submits the form to his/her supervisor. As allowed by the law, the thirty (30) day advanced notice need not be given if the circumstances necessitating the leave do not permit it. Employees may obtain complete details of the Family and Medical Leave provisions by requesting them from the Superintendent's office.

All references to FMLA in this section and elsewhere in the agreement will follow Board adopted policy and current laws regarding FMLA should the law contradict the negotiated agreement or Board Policy.

L. Retirement Incentive

Employees who choose to retire with retirement benefits during or at the end of the current school year shall be eligible for the retirement incentive provided the employee submits a letter of retirement along with a letter from STRS verifying the employees eligible date of retirement within forty-five (45) calendar days of the eligible retirement date with STRS but no later than February 28th.

The retirement incentive will be a one-time lump sum payment in the amount of five thousand dollars (\$5,000.00). The retirement incentive will be paid to the employee by December 31st of the calendar year in which the retirement effective date occurs.

The retirement incentive applies only to employees eligible for service retirement who retire when they first become eligible for retirement benefits with STRS, and is not to be construed as severance pay (Article V Section C) which applies to all retiring employees.

ARTICLE VI – EVALUATIONS

- A. The purpose of a meaningful evaluation should be to identify and assess the effectiveness of professional employees in performing their contractual responsibilities for the Board. It is important for professional teachers to provide a level of increased professional improvement and accountability by:
1. Demonstrating ways to improve instructional methodologies that will implement all curriculum initiatives.
 2. Promoting good public relations with parents and the community.
 3. Providing and participating in new initiatives that will improve the quality of the instructional program.
 3. Developing significant intervention strategies that will have a positive effect on students' learning.
 5. Assisting teachers with new guidelines surrounding licensure.
- B. The evaluation will identify observations of the administrators, strengths of the employees and areas that are in need of improvement. It shall be the employee's responsibility to exhibit the necessary improvement and the administration will lend assistance to employees in achieving their goals by offering suggestions and resources for improvement according to the Ohio Teacher Evaluation System and the Clear Fork Teacher Evaluation Handbook (C.F.T.E.HB).
- C. Any employee hired after November 1st will complete a Professional Growth Plan no later than thirty (30) school days into their assignment. They will then begin the evaluation cycle with the Mid Year Preconference.
- D. Evaluators may make electronic recordings (audio, still picture, video, or any combination) provided that the teacher has agreed to such recordings prior to the observation or walk-through.
- E. Nothing shall preclude a principal from making a classroom visit or observation of an employee at any time. Evaluation conferences will be scheduled in accordance with the Clear Fork Teacher Evaluation Handbook (C.F.T.E.HB).
- F. The observation and evaluation forms must be signed by the employee indicating that conferences were held at each step of the procedure, the employee has seen but not necessarily agreed with the evaluation, and that copies of the forms have been given to the employee.

- G. The Clear Fork Teacher Evaluation Handbook (C.F.T.E.HB) shall include the evaluation timelines and necessary forms and shall be agreed upon by C.F.V.E.A. President(s) and the Superintendent, signified by an agreement date. The C.F.T.E.HB shall be reviewed yearly with the administration and C.F.V.E.A. for compliance purposes for the Ohio Department of Education. The faculty representatives to the committee shall be selected by the C.F.V.E.A.
- H. At the final evaluation conference, goals for the following school year should be discussed.
- I. Employees shall have the right to request C.F.V.E.A. representation at any evaluation conference.
- J. Evaluations will occur based upon the Ohio Teacher Evaluation System as defined in the Clear Fork Teacher Evaluation Handbook (C.F.T.E.HB).
- K. Bargaining unit members who serve in multiple buildings will be evaluated in accordance with the Clear Fork Teacher Evaluation Handbook (C.F.T.E.HB). Administrators may arrange to hold joint conferences with the person being evaluated. This does not preclude observations and visitations being conducted by the administrators in any of the assigned facilities. It does, however, limit the formal evaluation conferences for these bargaining unit members to those prescribed in the Clear Fork Teacher Evaluation Handbook (C.F.T.E.HB).
- L. When evaluations are being used to determine employment contract renewals, RIF lists, and employment status and performance pay only State data made up of tested students shall be used.
- M. Evaluations will be conducted in accordance with the Clear Fork Teacher Evaluation Handbook (C.F.T.E.HB) developed by an ad-hoc committee during the 2017-18 school year. The handbook should be updated as necessary by the committee and recommended for approval each year.

ARTICLE VII – PERSONNEL RECORDS

The Board believes that in order to avoid interrupting the educational program and to maintain the individual rights of each employee, a uniform procedure for the inspection of public records should be maintained.

- A. Any person seeking to examine a public record maintained by this District shall submit a request, in writing, to the Superintendent on a form to be supplied by the

Superintendent. The form shall require that the person seeking access to the public record give his/her name and address, and specifically identify the public record maintained by this District, which he/she seeks to examine. The records will be made available during regular business hours and copies of such records will be made available at cost within a reasonable amount of time.

- B. Personnel folders will contain records and information relative to compensation, payroll deductions, evaluations, and such information as may be required by the State or Federal Government or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source will not be placed in an employee's file.
- C. A personnel folder for each employee will be accurately maintained in the District in accordance with administrative regulations incorporating the requirements set forth under the Ohio Privacy Act for the protection of employees. All personnel folders will be stored in a locked filing cabinet. Keys will be maintained by the Superintendent/designee and the District Treasurer.
- D. The public will have access to all records in the personnel file with the following exceptions:
 - 1. Medical records.
 - 2. Records pertaining to adoption, probation or parole proceedings.
 - 3. Trial preparation records.
 - 4. Confidential law enforcement investigatory records.
 - 5. Records of which the release is prohibited by State or Federal law.
- E. Each employee has the right to review the contents of his/her personnel file. Requests to review a personnel file shall be made in writing to the Superintendent, and the Superintendent shall allow an employee to review the entire contents of his/her personnel file at the time of such request.
- F. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and will become part of the employee's personnel file after the appeal procedure outlined in the Ohio Revised Code. Employees shall have the right to union representation at any conference concerning their personnel files with exception of pre-employment materials. The appeal procedure permits any employee who disputes the accuracy, relevance, timeliness, or the completeness of information maintained in his/her file to compel the District to investigate the current status of the information. Employees shall receive a copy of the form completed by the person requesting the inspection of their file.
- G. Personnel records shall be reviewed only in the confines of the Superintendent's office in the presence of the Superintendent or his/her designee.

- H. Employees shall be notified when any individual, who is not an employee of the Clear Fork Valley Local School District, has made a request for personal information.

ARTICLE VIII – INDIVIDUAL CONTRACTS

A. Definitions

1. A beginning teacher is an employee with no previous experience. Beginning teachers shall be hired for one (1) year.
2. A limited contract is a contract for a definite period of time.
3. A continuing contract is a contract that remains in force and effect until the teacher resigns, elects to retire, or until it is terminated or suspended as provided by law.

B. Terms of Employment

Contracts are by and between the individual and the Board.

“Probationary” employees are teachers who have not yet completed four (4) full years under a limited contract with the District. It is understood that “Probationary” employees will be carefully observed.

1. “Probationary” teachers shall be issued a one (1) year or new limited contract.
2. “Probationary” teachers or any new bargaining unit member will be placed on the level of pay in accordance with their educational level. i.e. A teacher hired that holds a Master’s Degree will fall under that level when salary is being determined.
3. If re-employed, the second, third and fourth contract(s) issued to an employee shall be another one (1) year limited contract.
4. If re-employed and evaluations are satisfactory, the Board shall offer a two (2) or three (3) year limited contract.
5. If re-employed and evaluations are satisfactory, or if not eligible for a continuing contract, the Board shall offer three (3) year limited contracts hereafter.
6. If the above sequence is not followed, written reasons will be given to the employee by the Superintendent.
7. Upon recommendation by the principal, that an employee not be re-employed, the

employee may upon request, be granted a conference with the Superintendent. The employee may have the right to be represented at such conference.

8. Applications of this section shall be concurrent with Board Policy AFC & GCN (and related exhibits (E) and revisions (R)).
9. To be eligible for a continuing contract, an employee must meet each of the following:
 - a. Hold a five (5) or eight (8) year professional or permanent license
 - b. Have at least six (6) years of teaching experience in the Clear Fork Valley Local School District
 - c. Maintain two consecutive years of a Final Summative Rating of Skilled or above on the Teacher Evaluation at the time of contract recommendation.

Employees who have had a continuing contract in another school district in Ohio shall become eligible for a continuing contract after serving a three (3) year period in the Clear Fork Valley Local District and maintain two consecutive years of a Final Summative Rating of Skilled or above on the Teacher Evaluation at the time of contract recommendation.

10. A teacher who becomes eligible for a continuing contract during the term of a multi-year contract may be considered for a continuing contract at the end of the multi-year cycle.
11. If an employee is absent without leave for five (5) consecutive school days, a long-term substitute will be hired and the regular teacher salary will be suspended. Upon returning to the District within the same school year, a hearing will be scheduled within forty-eight (48) hours with the Board, Superintendent, Building Administrator, CFVEA Leadership, and/or legal counsel to justify the absence and make a determination regarding the future employment status. If the absence is justified, back pay will be granted to the employee. No further action will be taken against the employee's contract.

If an employee fails to arrive to work within the first five (5) school days of the school year, salary will be suspended.

If a returning employee has not notified the district office or arrived to work in their classroom within thirty (30) school days, the employee will be considered on an unpaid leave of absence and must follow Article V, Section G – Sabbatical Leave for returning to work.

If a new employee has not notified the district office or arrived to work in their classroom within five (5) school days prior to the next regularly scheduled board meeting, the contract of employment is without further recourse under law or

this Agreement.

12. Receipt of a “developing” rating for four years in a row, receipt of an “ineffective” rating for two years in a row; or receipt of a combination of “developing” and “ineffective” ratings for three years in a row based on the on-site observation section of the summative rating of the Ohio Teacher Evaluation System shall result in the nonrenewal of a teacher’s limited contract regardless of the contractual term. Teachers with a recent “ineffective” or “developing” rating on their on-site observation may request an additional on-site observation and/or an on-site observation performed by a different evaluator, other than the one assigned to them.
13. Failure to pass the deficient portions of the performance based assessment while teaching under a one year extension of the resident educator license or alternative resident educator license or a one year interim license shall result in the non-renewal of a teacher’s limited contract regardless of the contractual term.

C. Reduction in Force

1. If it becomes necessary to reduce the number of employees due to a decrease in pupil enrollment, the return to duty of teachers from leaves of absence, a suspension of schools or territorial changes, or for identified financial reasons, the following provisions shall apply. Such RIF will be in keeping with the provisions of this article and pursuant to section 3319.17 of the Ohio Revised Code.

The CFVEA and certified staff shall be notified within five (5) school/working days following the March Board meeting, of any school year, of any proposed teacher reduction. Such notice shall include:

- a. The positions for reductions being considered.
 - b. Reasons for such decisions.
2. The Board shall not act on any proposed teacher reduction until after the CFVEA has had the right to present its views at a public Board meeting. The CFVEA shall not be required to present its views any earlier than the next scheduled Board meeting provided the CFVEA has no less than ten (10) days between delivery of the notice and the Board meeting date.
 3. After the Association has presented its views, the Board shall proceed to reduce teachers in the following sequence:
 - a. The Board shall handle all teacher reductions first through normal attrition which shall be employees who leave the District by reason of retirement, resignation, death or those whose limited contracts are not renewed due to violation of Board policy.

- b. A list shall be prepared of all employees each year by November 1st according to certification and licensure and final summative evaluation scores (for RIF purposes only). Accomplished and Skilled are comparable to one another [green section of ODE Evaluation Matrix], then Developing [yellow section of ODE Evaluation Matrix], and then Ineffective [red section of ODE Evaluation Matrix]. The list shall be sequenced to include the following:
 - i. Areas of certification/licensure in effect by August 31 of each school year
 - ii. Most recent final summative evaluation score sorted with Ineffective first, then Developing, then Skilled/Accomplished
 - iii. The date of the Board meeting at which the employee was hired, and then by the date on which the employee submitted a completed job application if multiple teachers were hired on the same Board meeting date. (All approved "leaves of absence" will be applied towards continuous service for seniority purposes.)
 - c. A list shall be prepared indicating the position(s) and/or part positions to be abolished.
 - d. Reductions in Force shall be made by suspending teacher contracts based upon the Superintendent's recommendations as follows
 - i. Limited contract teachers by using the following order:
 - 1. Area of licensure/certification within the affected teaching assignment.
 - 2. Rating as determined by the performance evaluation.
 - 3. When performance ratings are comparable, by date of employment with Clear Fork Valley Local Schools.
 - ii. Continuing contract teachers, only after all Limited contract teachers in the teaching field of assignment, by using the following order:
 - 1. Area of licensure/certification within the affected teaching assignment.
 - 2. Rating as determined by the performance evaluation.
 - 3. When performance ratings are comparable, by date of employment with Clear Fork Valley Local Schools.
4. Notice of Layoffs - An employee laid off as a result of a RIF program shall be given written notification stating the reason for such layoff within fifteen (15) days following Board action of suspension of the employee's contract.
5. Rights While on Suspension
- a. If reemployed, the teacher shall have the right to return to the same contract status, seniority level, total sick leave accumulation, and any other benefits of employment that had accrued to the teacher prior to suspension.

- b. The teacher shall have the right to any and all insurance benefits provided by the Board for a period of 24 months. Said premium shall be paid by the teacher by money order or bank draft made payable to the insurance company and received in the office of the Treasurer by the first of the month.
- c. The Board shall support the teacher's rights to unemployment benefits while under suspension.

6. Recall Rights

- a. Teachers who are suspended shall be retained on the recall list for 24 months, during which time they must be offered reemployment in their area(s) of certification as their seniority status mandates.
- b. A teacher may be removed from the recall list if he/she:
 - i. Waives their recall rights in writing
 - ii. Resigns
 - iii. Fails to accept recall to a substantially equivalent position, or
 - iv. Fails to report to work within ten (10) working days after receipt, by certified mail, of the notice of recall unless sick or injured.

- 7. Employees laid off as a result of the RIF program will be given preferential consideration for appointments as substitute teachers.
- 8. Nothing in this section shall be construed to diminish in any way the legal rights of continuing contract employees.
- 9. Administrative and supervisory personnel are excluded from the provisions of this Article.
- 10. The administration will provide letters of recommendation for employees affected by a reduction in force, and will attempt to provide other forms of assistance, where possible, upon the request of the employee.

ARTICLE IX – SUPPLEMENTAL CONTRACTS

A. Supplemental Contracts

1. Supplemental areas are those that are listed on the Supplemental Salary Schedule. The contract will state the duties and the amount of salary for the position. All supplemental contracts shall be for one (1) year. Job descriptions will be made available to employees upon request.
2. All supplemental contracts shall automatically expire at the end of their term without further action or notice by the Board.
3. Certificated/licensed employees who are qualified and currently employed shall be given first consideration for supplemental contracts. Building principals will provide for equitable opportunity to fill such positions as summer school, Friday/Saturday school, home tutoring, etc. After initial positions are filled by certificated/licensed employees, remaining positions will be reposted for an additional five (5) days before being posted to non-certified/licensed employees or a person not employed by the Board. If no such employee is awarded the position, the Board may offer the position to a non-certified/licensed employee or a person not employed by the Board in accordance with State rules and regulations.
4. Positions on the Supplemental Salary Schedule may be added or deleted by action of the Board. Compensation for any of the positions added by the Board will be negotiated with the C.F.V.E.A.
The Superintendent is authorized to offer an additional number(s) of existing supplemental contracts to other individuals when the activities require more adult supervision. Such authority will be used on a case-by-case basis for existing supplemental contractual positions only.

Each season will begin with the number of coaching positions listed in the agreement.

Requests for additional coaches will be made to the AD, who will contact the Superintendent and C.F.V.E.A. President(s) to explain the need. The Superintendent may make a recommendation to the Board.

In such cases, the Superintendent will discuss these decisions with the union leadership to ensure they are aware of the details of the situations and circumstances.

In addition, Supplemental Contract positions identified on the Supplemental Contract Salary Schedule may be split/added by athletic sport season as necessary depending upon the specific requirements of that sport or supervision.

5. Effective with the 2016-2017 school year, years of service on the Supplemental Salary Schedule shall be defined as the total number of years in the same or comparable position.
6. Employees may be offered extended time contracts if duties are required which extend beyond that of one hundred eighty-four (184) days. Extended programming provides career-technical education teachers opportunities to increase student learning outside of the school day, week and year. Extended programming can occur after school hours, on weekends, during holidays, and during summer months. Extended program time does not include regular school contract hours or hours reasonably expected of teachers not receiving extended program time. The majority of all extended program time should be spent on student instructional time, including student activities, professional development, business, industry, lab and community linkages.

The annual contract length for the following teaching positions shall be:

Vocational Agricultural (1)	244 Days
Instrumental Music (1)	209 Days
High School Guidance Counselor (1)	204 Days

The additional supplemental days that may be added to:

Vocational Agricultural/Agricultural Business (1)	20 Days
Vocational Agriculture//Shop (1)	10 Days
Vocational Family Consumer Science (1)	5 Days
Middle School Vocational Agriculture (1)	10 Days

The definition of an extended day is seven and one-half (7 ½ hours).

Documentation of extended time will be on a Clear Fork Treasurer/C.F.V.E.A. approved form.

B. Supplementary Salary Payment Items

1. All extra-duty assignments for certificated/licensed personnel who are covered by supplemental contracts shall be paid after the assignment has been completed provided the coach, advisor, etc., has satisfactorily completed inventory and reports, if required.
2. For supplemental salaries over one thousand five hundred dollars (\$1,500.00) an individual will receive payment on the following schedule:

Fall Supplemental – 50% last pay of September, 50% last pay of January (or upon completion of the supplement)

Winter Supplemental – 50% last pay of January, 50% last pay in April (or upon completion of the supplement)

Spring Supplemental – 50% last pay of April, 50% last pay of June (or upon completion of the supplement)

Year Long Supplemental – The last pay of the 1st semester and the last pay of the 2nd semester.

Notification of this payment option must be made to the Treasurer on or before September 1st. The last half payment shall be made in accordance with item B-1, above.

Requests may be made to the Treasurer for full payment of the supplemental salary. Requests must be made to the treasurer prior to the official start date of the supplement.

3. The hourly rate for Board approved Friday/Saturday school supervision, summer school instruction/intervention, and home tutoring shall be based upon the following schedule:
 - a. For one student (a 1:1 ratio), Twenty-Two (\$22.00) per hour.
 - b. For two to nine students, add two dollars fifty cents (\$2.50) per hour to the rate determined for one student.
 - c. For ten or more students, add five dollars (\$5.00) per hour to the rate determined for one student.

Before payment will occur, a time sheet and student signed roster/office attendance sheet must be submitted to the building administrator for approval then forwarded to the payroll department.

4. Each title on the Supplemental Salary Schedule indicates one (1) person unless otherwise noted. If there is more than one (1), each receives the amount listed.
5. The base amount for the 2019-20 Supplemental Salary Schedule will be the base pay of the 2019-20 teacher salary schedule and will be renegotiated no later than the Spring of 2020 for the following school year(s).

C. Changes to the Supplemental Pay Schedule

When changes and revision are necessary in the Supplemental Salary Schedule, a committee of six (6) (three (3) administrators and three (3) members of C.F.V.E.A.) will meet to discuss the schedule. Of the three (3) C.F.V.E.A. appointees, at least one (1) shall represent the coaching supplementals and at least one (1) shall represent the non-coaching supplementals. That committee will make recommendations to the C.F.V.E.A. and the Board.

D. Committee Service

Certified/Licensed Employees who serve on committees (not otherwise afforded a stipend by that committee's bylaws) established by the administration or otherwise recognized by the Board of Education will receive a stipend payment in the month of June according to the following calculation:

1. Determine the total number of attendance units (one unit for each person that attends each meeting) submitted by the meeting leaders.
2. Divide the result of "a" into the committee pool (\$15,000.00) to determine the per-meeting stipend rate.
3. For each individual that attended a committee meeting, multiply the per-meeting rate times the number of meetings attended.
4. The stipend shall not exceed \$500.00.

E. Resident Educator Summative Assessment Mentor Teachers

(Retroactive for 2018-19 school year) Teachers serving as mentor teachers as part of the Ohio Department of Education's Resident Educator Summative Assessment (RESA) program will be paid once the mentor meets the requirements of the Clear Fork RESA Coordinator.

Amount to be paid is per teacher mentored.

Year 1 Mentors - \$750

Year 2 Mentors - \$750

Year 3 Mentors - \$350

Year 4 Mentors - \$100

ARTICLE X – PROFESSIONAL ACTIVITIES

A. Meetings

Attendance at the regularly schedule meetings of the C.F.V.L.S.D. in-service is compulsory when held on school time, unless the Superintendent grants a professional leave day to an employee.

B. Employee Participation Council

To aid in communication within the District, to maintain a positive relationship between the C.F.V.E.A. and the Board, and to assist in the realization of the philosophy of the Clear Fork Valley Local Schools, an advisory committee called the Employee Participation Council will exist.

Meetings may be held four (4) times each school year, near the end of each grading period, or as needed at the request of the Superintendent or C.F.V.E.A. President(s). The Council will be composed of the Superintendent, one (1) administrator representing each of the buildings of the District, the C.F.V.E.A. President(s), and members of the C.F.V.E.A. Executive Committee.

The Council shall function through open-minded and free discussion, and be open to, but not limited to, items brought to the attention of its members.

The Council shall adopt an agenda at the initial meeting, which may include unsettled items from previous years. The Superintendent and the President(s) of the C.F.V.E.A. will jointly prepare the agenda for each meeting.

C. Curriculum Management Council

To aid in communications in the District and to facilitate the development and implementation of the curriculum of the District, a Curriculum Management Council was formed in the 1999-2000 school year.

The council will meet as necessary to provide opportunity for teachers to present information or concerns regarding curriculum or academic freedom to the Superintendent or his/her designee and a Board member representative, if available.

ARTICLE XI – GROUP INSURANCE

A. Comprehensive Medical/Hospitalization Plan

1. Plan/Coverage

The deductibles, co-pays, specific definitions, and limits of coverage of the medical, dental, and vision insurance programs of the Clear Fork Valley Local School District shall be defined by the document titled Clear Fork Valley School District Medical, Dental and Vision Benefits Plan Book.

- A. All full-time employees (as defined in Article I (B)) are eligible to participate in The Plan and will contribute their portion of the employee's contribution as stipulated in paragraph 2 of this ARTICLE/Section.
- B. Part-time employees hired for one-school year whose positions are funded solely by an annual grant will not be eligible to participate in The Plan.
- C. All regular part-time employees (as defined in Article I (B)) and who do not qualify for Section A, 1, (B) of this article, are eligible to participate in The Plan and will contribute a pro-rated portion of the monthly premium. The calculation to be used to determine the contribution will be: Subtract from the monthly premium the result of the contracted hours per week divided by thirty-seven and one-half (37.5). The result will be the employee's portion of the premium.

2. Employee Contribution – Medical/Hospitalization

Effective July 1, 2019 (collectible in June, 2019), participating full-time regular employees will pay ten (10) percent of the monthly insurance premium cost for a family or single coverage of the comprehensive medical/hospitalization plan. The employee contribution will remain the same for the duration of this contract.

3. Prescription Drug Reimbursement

The Board will reimburse employees carrying family coverage up to two hundred dollars (\$200.00) and employees carrying single coverage up to one hundred dollars (\$100.00) per calendar year for prescription drug expenses beginning January 1, 2013.

Employee's Explanation of Benefit (EOB) forms or acceptable receipts from the preceding year for prescription bills may be submitted only once per calendar year, and within sixty (60) days after December 31st. Prescription drug reimbursement to all bargaining unit members will occur once a year between March 1st and April 1st.

B. Dental Insurance

1. The Board will provide dental insurance to all employees of the bargaining unit who work more than eighteen (18) hours per week.
2. Employee Contribution – Dental Coverage

Effective July 1, 2019 (collectible in June, 2019), participating full-time regular employees will pay ten (10) percent of the monthly insurance premium cost for a family or single coverage of the dental insurance plan. The employee contribution will remain the same for the duration of this contract.

C. Term Life Insurance

The Board will provide term life insurance as follows:

1. Twenty-five thousand dollars (\$25,000) coverage for regular full-time employees.
2. Fifteen thousand dollars (\$15,000) coverage for employees working between fifteen (15) and thirty (30) hours per week.

Certified/licensed staff members under company provisions may purchase additional supplemental life insurance. Additional insurance premiums will be deducted from regular paychecks.

D. Vision Care Insurance

1. Employees who work more than eighteen (18) hours per week will be eligible for participation in the Vision Insurance Plan.
2. Employee/Board Contribution – Vision Coverage

Effective July 1, 2019 (collectible in June, 2019), participating full-time regular employees will pay ten (10) percent of the monthly insurance premium cost for a family or single coverage of the vision insurance plan. The employee contribution will remain the same for the duration of this contract.

Summary for all Coverages:

2019-2020 School Year – Employee contribution rate of 10.0%
2020-2021 School Year – Employee contribution rate of 10.0%
2021-2022 School Year – Employee contribution rate of 10.0%

E. Carriers

If any change in insurance carriers used during the term of this Agreement for sections A. through D. is contemplated, the change can be made only if the level of benefits is at least equal and upon the mutual agreement of the Board and the C.F.V.E.A.

F. Cost Containment/Wellness Provisions/Incentives

1. Employees choosing to “opt out” of the Comprehensive Medical/Hospitalization Plan may elect Dental and/or Vision Insurance with a 50% monthly premium participation for the cost of family or single coverage.
2. When two employees are from one family, the Board will pay 100% of the premium toward two single Comprehensive Medical/Hospitalization and Dental and Vision policies or 100% of the premium of one family Comprehensive Medical/Hospitalization and Dental and Vision policy if additional dependents are included on the policy. If a family policy is provided, and both were hired prior to the 2016-2017 school year, the employee not designated as the insured employee, will be paid an amount equal to the “opt out” incentive for a single policy.
3. Reimbursement - Employees may between September 1st and September 30th, in any school year, request in writing exemption from the Comprehensive Medical/Hospitalization Insurance in accordance with Section A., 1., of this Article. The request shall be submitted to the Treasurer of the Board accompanied by proof of medical insurance from another source. Full-time employees exercising this option will be paid:

One thousand, two hundred dollars (\$1,200.00) – Family
Six hundred dollars (\$600.00) - Single

Employees working at least fifteen (15) but less than thirty (30) hours per week exercising this option, will receive one-half (½) of the above cost containment reimbursements. All payments under this section shall be made by October 30th.

4. Changes in Coverage - Employees shall be eligible to change their enrollment status between September 1st and September 30th each year. In cases of a qualifying event as defined in COBRA, an employee may obtain insurance coverage beginning with the first day of the month following the receipt of a written request to the Treasurer of the Board.

The Board shall be entitled to reimbursement of any cost containment payments in accordance with Section F., 1. above, on a pro-rated basis for the portion of the year (September-August) for which insurance coverage is provided in accordance with this Article.

5. Section 125 Plan - The Board shall make available to employees the option to make the employee portion of premium payments on a pre-tax basis by instituting a plan under Section 125 of the Internal Revenue Code.
- G. Insurance Study Committee
Changes to the Health Insurance Plan will coincide with recommendations made by the CFVLSD Insurance Committee.

ARTICLE XII – SALARY

A. Salary Schedule Information

1. Effective with the 2019-2020 contract year, the base salary will reflect a one (1%) increase above the 2018-2019 contract year. The BA-0 salary will be thirty-two thousand three hundred twenty-seven (\$32,327.00) dollars and staff shall receive steps on the salary scale.

For the 2020-21 contract year, base salary and experience steps are frozen pending the negotiation of terms to take place no later than the Spring of 2020.

For the 2021-22 contract year, base salary and experience steps are frozen from the 2020-21 contract year pending the negotiation of terms to take place no later than the Spring of 2021.

2. Beginning with the 2010-2011 contract year, the Certified/Licensed Salary Schedule (Appendix A) will include a column for MA + 30. To obtain the designation of MA + 30, all coursework must be approved by the LPDC committee. All coursework must be directly related to state-adopted teacher/administrative licensure program
 - a. Only Graduate coursework will be accepted to advance education levels on the salary schedule, except in special cases where additional certification/licensure is sought or courses are only available via Two-Year Junior Colleges/Technical Colleges. Coursework in these special cases may be accepted upon written request to and approval by the LPDC PRIOR to commencing the coursework.
3. The Board will provide the following for certified staff members who pursue or obtain their Nation Board Certification.
 - a. Two (2) additional Professional Leave Days to prepare their National Board Certification portfolio.

- b. One (1) additional Professional Leave Day for taking the National Board Certification Assessment.
- c. A one-time four-hundred dollar (\$400.00) stipend upon mailing the National Board Certification portfolio when proof of such mailing has been submitted to the Treasurer. This stipend will be paid during the next payroll cycle following receipt of proof of mailing the portfolio.
- d. Upon receiving the National Board Certification designation, and submitting a copy of the National Board Certification to the Treasurer, a payment of one-thousand dollars (\$1,000.00) shall be made in the month of September for a period of ten (10) years providing the teacher returns to employment as a classroom teacher in the District for the subsequent school year.

B. Supplemental Salary Schedule Information

Effective with the 1999-2000 school year, the Supplemental Salary Schedule attached as Appendix B, will be in force for bargaining unit employees.

Effective with the 2019-2020 school year, the base amount used for calculating supplemental contracts will be Thirty-Two Thousand Three Hundred Twenty-seven (\$32,327.00). This amount will be renegotiated in the Spring of 2020 for subsequent years.

C. Salary Payment Information

- 1. Beginning September 2019, employees employed on a yearly basis shall be paid in twenty-four (24) pay periods to be paid on the 5th and 20th of each month. If the payday falls on a bank holiday, payment shall fall on the preceding day.
- 2. Employees must accept electronic direct deposit as the method of payment for compensation.
- 3. Each bargaining unit employee shall have deducted from each pay the full employee rate established by S.T.R.S. The Board shall make the necessary arrangements with S.T.R.S. and not deduct state, federal or local taxes on the amount of the employee's total required contribution to S.T.R.S., and such shall be noted on or with the individual teacher's W-2 form. This tax sheltering shall become effective with salary adjustments for the 1983-84 school year or the second pay after the new payroll patch for accomplishing it from the State Department is functional - whichever occurs second.
- 4. Each employee must file a Federal Income Tax exemption slip with the Treasurer of the Board prior to September 10th of each year. It is the responsibility of the

employee to report any change in tax exemption status. The Treasurer will deduct withholding tax in accordance with the provisions of the Federal Tax Law.

5. At the beginning of each year the Treasurer of the Board will furnish each employee with a statement showing salary, amount of various deductions, and amount of salary.
6. Any employee who is absent from duty for reasons other than those approved by the Board or Local Superintendent and outlined in this document shall have deducted from his/her pay $\frac{1}{181}$ of his/her annual salary times the number of days absent.
7. The Treasurer shall withhold such city income taxes payable by the employee providing the employee notifies the Treasurer, as directed.
8. The Board agrees to deduct Tax Sheltered Annuity Payments where so authorized by the Board and where at least five (5) employees have annuity contracts with a particular company. These deductions will take effect the first pay of each month after the initial billing is received from the annuity company. These deductions may be modified or halted the first pay the month after written notice is supplied to the Treasurer and after the annuity company drops the employee from the billing - whichever occurs last.

The employee agrees to indemnify and hold harmless from any tax liability penalty or interest imposed upon the Board by the Internal Revenue Service or the Treasurer of the State of Ohio resulting from compliance with the employee's instructions with respect to tax sheltered annuity payments.

D. Supplemental Pay for College Credit

The Board shall appropriate for each fiscal year a sum sufficient to provide twenty-two thousand, five hundred dollars (\$22,500) supplemental pay (supplemental pay pool cap) to teachers for earned college credit subject to the following conditions:

1. Courses to be considered for approval:
 - a. must be related to the bargaining unit member's teaching assignment and/or related area of responsibility in the Clear Fork Valley Local Schools.
 - b. would lead to another area of certification/licensure.
 - c. would lead to an advanced degree in the profession of education, and/or
 - d. are necessary for the renewal or upgrade of a teaching certificate/license.
2. All credits must be approved in advance by the Superintendent.

3. In order to be eligible for reimbursement during a fiscal year, the college course must be completed between July 1st and June 30th of each year and applications for pre-approval must be submitted to the Superintendent no later than May 1st of each school year. Any course submitted to the Superintendent for approval to receive reimbursement must be previously approved by the LPDC and must include a grade transcript and a receipt from the college/university showing the tuition amount paid and form of payment used for the college course.
4. For reimbursement an employee must receive at least a grade of B (3.00).
5. Reimbursement payment for the college credit will occur in the month of September and will be paid to those staff members that are employed with the District for the school year following the year when the coursework was completed.
6. Courses taken by correspondence shall be approved by the Local Professional Development Committee.
7. Only courses completed from properly accredited colleges and universities are acceptable for reimbursement.
8. All hours for college work will be converted to semester hour equivalents and the total number of semester hour equivalents will be divided into the supplemental pay pool cap to determine the semester hour reimbursement level. The \$22,500 dollars should be divided evenly among all employees that have taken courses up to the total amount spent on college courses per employee.
9. Procedure for determining the per semester hour payment will be as follows:
 - a. Determine the total number of semester hours being submitted by all individuals.
 - b. Divide the result of "A" into the supplemental pool cap (\$22,500.00) to determine the per-semester hour reimbursement rate.
 - c. For each individual that submitted documentation for reimbursement, multiply the per-semester hour reimbursement rate times the number of semester hours submitted to calculate the reimbursement.
 - d. Any remaining funds in the supplemental pool will continue to be distributed following the formula as above. Reimbursement may not exceed total amount from submitted documentation.

A certified employee of the Clear Fork Valley Local School District is entitled to college tuition reimbursement for college course work provided that:

- All necessary forms were submitted and approved through the LPDC and the superintendent in a timely manner.
 - The class submitted for reimbursement was completed or will be completed before the first day of the next contract year.
 - All appropriate documentation for reimbursement is submitted on the last day of work for the employee or the last day of the class and prior to June 30th of their exit year.
10. After reimbursement payment for college credit has been paid out, if the total amount budgeted has not been disbursed, the remainder of the amount will be equally disbursed in the month of October. Payment will be made to all staff members employed with the District for the next school year if they were employed by the District when the coursework was completed.

E. Retired Re-employed Teachers from Outside the District

1. Decisions to rehire a teacher who has retired under the State Teachers Retirement System may be made by the Board.
2. A retired teacher under STRS who is employed by the Board will be placed on the teacher's salary schedule at step zero (0) for each year of their employment and on the appropriate earned education level. The appropriate earned education scale may be adjusted in accordance with the negotiated agreement.
3. Once an employee of the district, the re-employed retired teacher will be placed at the bottom of any RIF list and will be the first employee(s) reduced in that area/certification if RIF procedures are initiated.
4. A retired re-employed teacher shall not be eligible for the Clear Fork Valley Local Schools Health Insurance Plan (including dental and vision plans) unless mandated by the State Retirement System. Under no circumstances will the retired re-employed teacher be eligible for the insurance incentive as defined in the negotiated agreement.
5. A retired re-employed staff member will be reimbursed by the Clear Fork Valley Local School District for the monthly premium paid to STRS for medical, dental and vision insurance benefits. This monthly premium may not exceed \$250 for family coverage and \$125 for single coverage. A retired re-employed staff member who works less than full time will receive \$125 and \$68 under the same provisions. These amounts will be discussed with the union and may be changed by mutual agreement. Evidence of the monthly premium paid to STRS must be submitted to the Treasurer each month. Reimbursement will be made to the employee in the

next regular budgetary check run after the documentation has been submitted. This provision will not be applicable if STRS subsequently requires participation by the retired-rehired employees in the District health care plan(s).

6. All retired re-employed teachers will be placed on one-year limited contracts and will not follow the sequence of contracts as identified in the negotiated agreement for other teachers. However, the Board may offer the teacher another one-year contract. Notice will be given to the retired re-employed teacher prior to April 30 of each year if the Board considers non-renewal of the contract. However, the Board may offer the teacher another one-year contract.
7. Retired re-employed teachers will be evaluated in compliance with the pertinent sections of the negotiated contract.
8. A retired re-employed teacher will be considered as a new employee subject to, but not limited to, fingerprinting and TB testing. All retired re-employed teachers will be subject to Medicare payments and deductions.
9. A retired re-employed teacher will begin with zero days of accumulated sick leave. They will be eligible to accumulate sick leave days and be eligible for personal leave days as provided in the negotiated agreement. Retired re-employed teachers will not be eligible for any severance payment.
10. All terms, conditions, rights and responsibilities afforded to members of the bargaining unit shall apply to all retired re-employed teachers unless expressly so stated in this section of the agreement.

F. Retired Re-Employed Teachers from within the District

1. Those employees of the Clear Fork Valley Local School District who are eligible for retirement with the State Retirement System and no lapse of service exists within their last year of teaching may be eligible for the retire/rehire provision for employment in a teaching position.
2. Upon notice by the employee to the State Retirement System of their intention to retire, a letter of intent must be presented to the Superintendent if the employee desires to be eligible for a teaching position the following school year.
3. Teachers returning under this provision will be placed on the salary schedule at step zero (0) and on the appropriate earned education level. Additional years of teaching will not advance steps on the salary schedule. Teachers eligible for the retire/rehire provision for employment must have submitted a letter of retirement resignation with the intent to be rehired prior to February 1st. The employee will be notified in writing of the employment status for the upcoming year within five (5)

days following the May Board meeting.

- 4 Teachers returning under this provision shall be eligible for the group health, dental, and vision plans as well as the insurance incentives.
 5. The parties expressly agree that this provision supersedes and replaces any contrary provision of the Ohio Revised Code, including, but not limited to, Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws, and/or regulations.
 6. Teachers returning under this provision shall follow the provisions set forth in Article XII, Section E, paragraphs 3, 6, 7, 8, 9, and 10.
- G. Extracurricular Activity Admission Waived
Certified/licensed employees will have their charge waived with presentation of proper school/staff ID.
- H. Fingerprinting and Licensure Renewal

The Board shall pay for the cost of one (1) fingerprinting during the term of this agreement for certificate/licensed teaching personnel's provided the employee has the fingerprinting service performed at the Clear Fork Board of Education Office and provided the purpose of the fingerprinting is to obtain or renew a teaching license. No reimbursement will occur if the fingerprinting service is performed elsewhere.

ARTICLE XIII – ATTENDANCE & RESIDENCY INCENTIVE

Attendance Incentive

The Board recognizes the need of keeping the regular teacher in the classroom as much as possible. Therefore, the following incentive for excellent attendance shall be provided by the Board. The amount proposed will be prorated to employees of less than full-time status.

The Board shall provide the following Attendance incentive pay:

No (0) sick, personal or flex days used in 1st, 2nd or 3rd quarters of school year (aligned with grade card distribution) – 50% of 1/184 of annual salary, computed at the end of each quarter and paid within the next two or three pay cycles.

One (1) sick, personal or flex day used in 1st, 2nd, or 3rd quarters of school year (aligned with grade card distribution) – 25% or 1/184 of annual salary, computed at the end of each quarter and paid within the next two or three pay cycles.

No (0) sick, personal or flex days used in the 4th quarter or school year (aligned with grade card distribution) – 100% of 1/184 of annual salary, computed at the end of the quarter and paid within the next two or three pay cycles.

One (1) sick, personal or flex day used in 4th quarter of school year (aligned with grade card distribution) – 50% of 1/184 of annual salary, computed at the end of each quarter and paid within the next two or three pay cycles.

Residency Incentive

Beginning the 2016-17 school year, all employees, who live within the Clear Fork Valley School District shall receive a residency stipend of \$250.00. The stipend shall be paid during the month of December.

ARTICLE XIV – ZIPPER CLAUSE

This Agreement contains the full and complete agreement between the Board and the C.F.V.E.A. on all negotiable issues and neither party shall be required, during the term thereof, to negotiate upon any issue whether it is covered or not covered in this Agreement unless otherwise mutually agreed.

ARTICLE XV – CONTINUOUS PERFORMANCE PLEDGE

- A. The C.F.V.E.A. and its agents agree not to call, engage in, sanction, or approve any strike, or other work stoppage during the duration of this Agreement.
- B. The Board agrees there will be no lockout of employees.
- C. The C.F.V.E.A. and the Board will make every reasonable effort to prevent or terminate violations of this pledge.

ARTICLE XVI – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

On August 20, 1998, the C.F.V.E.A. and on August 24, 1998, the Board adopted By-laws of the Clear Fork Valley Local Professional Development Committee. Those By-laws are placed in this negotiated agreement by reference unless jointly agreed and changed. Changes to the LPDC By-laws and handbook shall be initiated by the LPDC and approved by the C.F.V.E.A. and the Board before taking effect.

ARTICLE XVII – MEMORANDUM OF UNDERSTANDINGS

All Memorandum of Understandings that have been agreed upon prior to the effective date of this agreement are incorporated into this agreement and as such, no longer remain in effect as a separate document.

ARTICLE XVIII – CONTROLLED SUBSTANCE AND ALCOHOL TESTING

There will be two types of testing that may occur:

- A. Pre-Employment Testing
Prior to being offered an initial contract of employment with the District, an individual must successfully pass a pre-employment testing procedure for controlled substances and alcohol at the individual's expense.

- B. Reasonable Suspicion Testing
An employee shall submit to and be tested at the request of a Trained Supervisory Employee in the event that sufficient information exists to support a position of reasonable suspicion that the employee may be under the influence of a controlled substance, an illegal substance, and/or alcohol. A "Trained Supervisory Employee" is an employee who has successfully completed a course designed to teach the employee to recognize indicia that another person is under the influence of a controlled substance, illegal substance, or alcohol.

- C. Upon the renewal of an employee's teaching or coaching license, an individual must successfully pass a testing procedure for illegal substances at the Board's expense. The testing procedure will be conducted on school premises during a Professional Development day during the second semester or Jan. 1 thru June 30 of the year in which the license expires. All results will be considered medical records and will fall under HIPAA regulations.

In the event an employee tests positive, Board policy will be followed.

Article XIV – DURATION OF AGREEMENT

This agreement shall take effect on the first day of July, 2019 and continue in force until June 30, 2022 at which time it will expire.

This agreement attested to this _____ day of _____, 2019, by and between the parties shall bind the Board and CFVEA as agreed.

President, Board of Education

Co-President, CFVEA

Superintendent of Schools

Co-President, CFVEA

Date

Date

CLEAR FORK VALLEY LOCAL SCHOOL

ann. School year 2019-2020

BASE SALARY: 32,327 32007+ 1.0% (320)

YEARS		BS		BS+15		150 HRS		MA		MA + 15		MA + 30	YEARS
0	100.0%	32,327	104.0%	33,620	108.0%	34,913	116.0%	37,499	120.0%	38,792	124.0%	40,085	0
1	104.0%	33,620	108.0%	34,913	112.0%	36,206	120.0%	38,792	124.0%	40,085	128.0%	41,379	1
2	108.0%	34,913	112.0%	36,206	116.0%	37,499	124.0%	40,085	128.0%	41,379	132.0%	42,672	2
3	112.0%	36,206	116.0%	37,499	120.0%	38,792	128.0%	41,379	132.0%	42,672	136.0%	43,965	3
4	116.0%	37,499	120.0%	38,792	124.0%	40,085	132.0%	42,672	136.0%	43,965	140.0%	45,258	4
5	120.0%	38,792	124.0%	40,085	128.0%	41,379	136.0%	43,965	140.0%	45,258	144.0%	46,551	5
6	124.0%	40,085	128.0%	41,379	132.0%	42,672	140.0%	45,258	144.0%	46,551	148.0%	47,844	6
7	128.0%	41,379	132.0%	42,672	136.0%	43,965	144.0%	46,551	148.0%	47,844	152.0%	49,137	7
8	132.0%	42,672	136.0%	43,965	140.0%	45,258	148.0%	47,844	152.0%	49,137	156.0%	50,430	8
9	136.0%	43,965	140.0%	45,258	144.0%	46,551	152.0%	49,137	156.0%	50,430	160.0%	51,723	9
10	140.0%	45,258	144.0%	46,551	148.0%	47,844	156.0%	50,430	160.0%	51,723	164.0%	53,016	10
11	144.0%	46,551	148.0%	47,844	152.0%	49,137	160.0%	51,723	164.0%	53,016	168.0%	54,309	11
12	148.0%	47,844	152.0%	49,137	156.0%	50,430	164.0%	53,016	168.0%	54,309	172.0%	55,602	12
13	152.0%	49,137	156.0%	50,430	160.0%	51,723	168.0%	54,309	172.0%	55,602	176.0%	56,896	13
14	158.0%	51,077	162.0%	52,370	164.0%	53,016	172.0%	55,602	176.0%	56,896	180.0%	58,189	14
15	158.0%	51,077	162.0%	52,370	170.0%	54,956	178.0%	57,542	182.0%	58,835	186.0%	60,128	15
16	158.0%	51,077	162.0%	52,370	170.0%	54,956	178.0%	57,542	182.0%	58,835	186.0%	60,128	
17	158.0%	51,077	162.0%	52,370	170.0%	54,956	178.0%	57,542	182.0%	58,835	186.0%	60,128	
18	162.0%	52,370	166.0%	53,663	182.0%	58,835	186.0%	60,128	190.0%	61,421	194.0%	62,714	18
19	162.0%	52,370	166.0%	53,663	182.0%	58,835	186.0%	60,128	190.0%	61,421	194.0%	62,714	
20	162.0%	52,370	166.0%	53,663	182.0%	58,835	186.0%	60,128	190.0%	61,421	194.0%	62,714	
21	162.0%	52,370	166.0%	53,663	186.0%	60,128	194.0%	62,714	198.0%	64,007	202.0%	65,301	21
22	162.0%	52,370	166.0%	53,663	186.0%	60,128	194.0%	62,714	198.0%	64,007	202.0%	65,301	
23	162.0%	52,370	166.0%	53,663	186.0%	60,128	194.0%	62,714	198.0%	64,007	202.0%	65,301	
24	162.0%	52,370	166.0%	53,663	190.0%	61,421	198.0%	64,007	202.0%	65,301	206.0%	66,594	24
25	162.0%	52,370	166.0%	53,663	190.0%	61,421	198.0%	64,007	202.0%	65,301	206.0%	66,594	
26	162.0%	52,370	166.0%	53,663	190.0%	61,421	198.0%	64,007	202.0%	65,301	206.0%	66,594	
27	162.0%	52,370	166.0%	53,663	194.0%	62,714	202.0%	65,301	206.0%	66,594	210.0%	67,887	27
28	162.0%	52,370	166.0%	53,663	194.0%	62,714	202.0%	65,301	206.0%	66,594	210.0%	67,887	
29	162.0%	52,370	166.0%	53,663	194.0%	62,714	202.0%	65,301	206.0%	66,594	210.0%	67,887	
30	162.0%	52,370	166.0%	53,663	194.0%	62,714	202.0%	65,301	206.0%	66,594	210.0%	67,887	30

CLEAR FORK VALLEY LOCAL SCHOOLS
 SUPPLEMENTAL SALARY SCHEDULE 2019 - 2020
 BASE - \$32,327

YEARS EXPERIENCE	LEVEL	Step increment				
		0-2 STEP I	3-4 STEP II	5-6 STEP III	7-8 STEP IV	9-UP STEP V
Activities Coordinator	I	0.205	0.210	0.215	0.220	0.225
Varsity Football Varsity Boys Basketball Varsity Girls Basketball	II	0.165	0.170	0.175	0.180	0.185
H.S. Boys Basketball (2) H.S. Girls Basketball (2) Varsity Wrestling Assistant Band Director	III	0.105	0.110	0.115	0.120	0.125
Assistant Varsity Football (5) Varsity Track (2) Varsity Baseball Varsity Softball Varsity Volleyball Varsity Boys Soccer Varsity Girls Soccer Sound & Light Auditorium Manager	IV	0.100	0.105	0.110	0.115	0.120
	V	0.090	0.095	0.100	0.105	0.110
Varsity Boys Golf Varsity Girls Golf Varsity Boys Tennis Varsity Girls Tennis Cross Country 8th Grade Football (2) 7th Grade Football (2) 8th Grade Boys Basketball 8th Grade Girls Basketball 7th Grade Boys Basketball 7th Grade Girls Basketball H.S. Yearbook Advisor	VI	0.070	0.075	0.080	0.085	0.090
Assistant H.S. Wrestling (2) Middle School Wrestling (2) Assistant Boys Soccer (1) Assistant Girls Soccer (1) Show Choir Director	VII	0.065	0.070	0.075	0.080	0.085

CLEAR FORK VALLEY LOCAL SCHOOLS
 SUPPLEMENTAL SALARY SCHEDULE 2019 - 2020
 BASE - \$32,327

YEARS EXPERIENCE	LEVEL	Step increment		0.005	0.005	
		0-2 STEP I	3-4 STEP II	5-6 STEP III	7-8 STEP IV	STEP 9-UP STEP V
Middle School Track (2) Assistant Baseball Assistant Volleyball Assistant Softball	VIII	0.060	0.065	0.070	0.075	0.080
Project Support HS Advisor Project Support MS Advisor Newspaper/District Newsletter	IX	0.055	0.060	0.065	0.070	0.075
Musical Director (2) Musical Set Construction Advisor 8th Grade Girls Volleyball 7th Grade Girls Volleyball Junior Class Advisor (2) Senior Class Advisor (2)	X	0.050	0.055	0.060	0.065	0.070
Tech Team Advisor Speech Team Advisor (1) Freshman Class Advisor Sophomore Class Advisor National Honor Society Advisor High School Academic Challenge Advisor Virtual Classroom Facilitator	XI	0.040	0.045	0.050	0.055	0.060
HS Student Delegation Advisor (2) High School Intramurals High School Cheerleading Football High School Cheerleading Basketball Flag/Majorette Advisor Bellville Student Council Advisor Butler Student Council Advisor Middle School Student Council Advisor Asst. Cross Country	XII	0.035	0.040	0.045	0.050	0.055
Tri-M Advisor MS Drama Club Advisor Art Club Advisor French Club Advisor Spanish Club Advisor Science Club Advisor History Club Advisor Bellville Elm Newsletter Advisor	XIII	0.030	0.035	0.040	0.045	0.050

CLEAR FORK VALLEY LOCAL SCHOOLS
 SUPPLEMENTAL SALARY SCHEDULE 2019 - 2020
 BASE - \$32,327

YEARS EXPERIENCE	LEVEL	Step increment					STEP 9-UP
		0-2 STEP I	3-4 STEP II	5-6 STEP III	7-8 STEP IV	0.005 STEP V	
Butler Elem Newsletter Advisor Weight Coach (4) MS Cheerleading Advisor Marching Band Section Instructor Musical Set Design Anti-Bullying Committee Advisor 6 th Grade Field Trip Coordinator 8 th Grade Field Trip Coordinator	XIII	0.030	0.035	0.040	0.045	0.050	
MS Academic Challenge Advisor Debate Team Advisor Ski Club Advisor Power of the Pen Advisor SADD Advisor Assistant MS Drama Club Advisor 7 th Grade Field Trip Coordinator	XIV	0.025	0.030	0.035	0.040	0.045	

GRIEVANCE REPORT FORM

Name of Grievant: _____

Date Filed: _____

A. Date that the cause of grievance occurred: _____

B. Statement of grievance: (Include specific contract clause alleged to have been violated)

C. Relief sought: _____

Signature of Grievant: _____

Date Filed: _____

STEP I

Received by: _____

Date: _____

Disposition of the Immediate Supervisor

Signature: _____

Date: _____

(OVER)

STEP II

Received by: _____

Date: _____

Disposition of the Superintendent

Signature: _____

Date: _____

STEP III

Received by: _____

Date: _____

Disposition of the Board of Education

Signature: _____

Date: _____

STEP IV

I request that this grievance be submitted to arbitration.

Grievant: _____

Date: _____

The C.F.V.E.A. agrees that this grievance should be submitted to arbitration.

C.F.V.E.A. President _____

Date: _____

Received by: _____

Date: _____