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PROFESSIONAL NEGOTIATED AGREEMENT

Between the
CANFIELD BOARD OF EDUCATION
and the
CANFIELD EDUCATION ASSOCIATION

September 1, 2014- August 31, 2017

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ARTICLE I. RECOGNITION

1.01 Statement of Recognition (Revised 10-88)

The Canfield Board of Education, hereinafter referred to as the Board, recognizes the Canfield Education Association, an affiliate of Ohio Education Association and National Education Association, hereinafter referred to as the Association, as the sole and exclusive employee representative for all professional certified employees of the Board as defined below in 1.02.

1.02 Definition of Employee Unit (Revised 10-88; 5-00; 12-03; 6-08)

As used in this Agreement, the terms "Teacher", "Employee", "Professional Certified/Licensed Staff" and "Employee Unit" shall include all professional certified/licensed personnel employed by the Board, including long-term substitutes exclusive of the Superintendent, Assistant Superintendent, treasurer, principals, assistant principals, tutors working less than 30 hours per week exclusive of LD tutors, paraprofessionals, aides, home instructors, lay readers, day care staff, daily substitute teachers, all persons employed as permanent substitute teachers who have rendered services as a substitute teacher in the same position for less than 59 days during any school year, and all persons acting in a temporary administrative position for the length of the assignment.

1.03 Professionalism (New 5-00)

Teachers shall be treated in a professional manner. Teachers shall not be reprimanded in front of students, parents, or other staff. Students shall not carry written reprimands to teachers.

1.04 Board Rights (Revised 10-88)

The Board has rights and responsibilities as described below.

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of operations;

4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, nonrenew, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Board as a provider of public education;
8. Effectively manage the work force; and
9. Take actions to carry out the mission of the Board as a provider of public education.
10. The Board is not required to bargain on subjects reserved to the management and direction of the governmental unit except those that affect wages, hours, terms and conditions of employment, and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

1.05 Association Rights (Revised 10-88; 6-97; 5-00)

1.051 Recognition of the Association as the sole and exclusive employee representative shall entitle the Association to certain privileges.

A. The Association shall have the exclusive right to assess a representation fee.

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

(a) Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association shall be transmitted by the Association to the

Treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

- (b) Payroll deduction of fair share fees shall commence on the first pay date which occurs on or after January 15th annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later date:
 - i) Sixty days' employment in a bargaining unit position which shall be the required probationary period, or
 - ii) January 15th.
- (c) The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.
- (d) The Association represents to the Board that an internal rebate procedure has been established in accordance with Section 4117.09 (C) of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and that a copy will be given to each member of the bargaining unit who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.
- (e) Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

2. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

- (a) The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed.
- (b) The Association shall reserve the right to designate counsel to represent and defend the employer. The Board may retain their counsel at their sole expense. No settlement will be made without consent of their counsel.
- (c) The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding; (2) permit the Association or its affiliates to intervene as a party if it so desires; and/or (3) not to oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

3. The Treasurer shall, when authorized in writing by the employee, deduct the representation fee according to the payroll deduction procedures as provided in the Association Rights provision of this Agreement.

4. The Association shall indemnify the Canfield Local School District, the Board of Education, District Treasurer, their agents or assigns, and hold them harmless against any and all claims, demands, suits, or other forms of liability, including legal fees and expenses, that may arise out of or by reason of action taken by the Canfield Local School District for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notices, or assignments furnished under any of such provisions.

B. (Revised 9-91, 6-14) Payroll deduction of membership dues shall be in accordance with the following provisions:

1. The Board agrees to deduct dues from the pay of

employees when so authorized in writing by each employee.

2. The deduction for those employees previously electing payroll deduction of dues and for employees authorizing the District Treasurer to deduct dues shall be made equally from the first ten pays beginning with the last pay date in October and in accordance with the pay schedule elected by each employee.
 3. Individual authorization forms for dues deductions shall be furnished by the local Association, and when executed shall be filed by the Association with the District Treasurer. Such authorization shall continue in effect from year to year unless revoked by the employee in writing before August 31 on a form provided by the CEA. A copy of such revocation shall be provided both to the Board and the CEA.
 4. Dues deductions shall be transmitted by the District Treasurer to the Association Treasurer within five (5) working days following the pay from which the deductions are made.
 5. The right to refund to an employee such dues deducted from his pay shall lie solely with the local Association.
- C. When the President of the Association or the Superintendent agree that there is mutual need for a conference, the Association President is to be released from non-instructional duties during the school day to meet with the Superintendent.
 - D. When it is necessary for official representatives of the Association to engage in Association activities directly relating to the Association's duties as representatives of the teachers, during the school day, they shall be given such time, without loss of pay, as is necessary to perform any such activity provided the official representative has been given prior approval by the Superintendent or his designated representative.
 - E. The Association shall be entitled to use the Board's regular daily intra/inter school mail.

- F. The faculty representatives/officers of the Association shall have the use of a bulletin board in each building designated for Association announcements.
- G. (Revised G through P 9-91) The Association has the right to make brief announcements during school faculty meetings with the prior approval of the Superintendent or building principal.
- H. The Association has the right to use the building public address system to make announcements subject to the prior approval of the building Principal.
- I. Association representative has the right to use school phones for non-toll charge calls for conducting Association business.
- J. The Association has the right to conduct business with any bargaining unit member during lunch time or preparation time of the school day.
- K. (Revised 12-03) The Association faculty representatives/officers shall have the right to use individual school equipment including computers, duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use.
- L. Association has the right to use a school building provided that advance approval has been received from the building Principal.
- M. (Revised 6-94; 12-03) The Association President shall receive a copy of the agenda of each Board meeting in advance of the scheduled meeting. This mailing shall also include all financial reports and attachments to the agenda that pertain to Association business. A representative of the Association shall be permitted to address the Board during its regular or special meetings in public or executive session.
- N. Names and addresses of newly employed professional staff members shall be made available to the Association prior to the first day of the school

year.

- O. The administration shall make available to the Association President a directory listing the names, addresses, phone numbers, and job assignments of all employees.
- P. A copy of the proposed regular school calendar shall be provided to the Association President not less than thirty (30) days prior to the Board meeting at which the regular school year calendar is adopted. The Board will fully consider any input received thereafter from the CEA Executive Committee prior to the adoption of the calendar.

ARTICLE II. NEGOTIATIONS PROCEDURE

2.01 Professional Negotiations

The Canfield Board of Education and the Canfield Education Association hereby direct that an orderly procedure for professional negotiations be established. The Board and the Association will follow the negotiations and impasse procedures identified in this Agreement.

2.02 Initiation of Negotiations (Revised 6-14)

2.021 Negotiations sessions composed of members of the Association's Negotiations Committee and/or its designated representatives, the Board or its designated representatives, shall be called upon the written request of either one of the Parties. Any requests for a meeting shall contain the reason for the request.

2.022 Unless mutually determined otherwise, requests for commencement of negotiations shall be given no earlier than February 15 of the year the Contract expires. Requests from the Association shall be made directly to the Superintendent, or in his/her absence to his/her designee; requests from the Board will be made to the President of the Association.

2.023 Negotiations will begin no later than May 1 of the year of expiration of this Agreement. All meetings shall be mutually scheduled. The date, time, and place of the next meeting will be established before adjournment of each meeting.

2.03 Scope of Negotiations (Revised 10-88)

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as such subjects affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

2.04 Negotiation Sessions (Revised 10-88)

Negotiations shall be concluded within thirty (30) days after the first meeting or by a mutually agreed upon time.

2.041 Neither the Board nor the Association shall exercise or attempt to exercise any influence over the selection of

the other Party's team of negotiators or its methods of internal operations. Each side is authorized to rely upon and utilize the professional assistance of counsel or professional Association representatives for the purpose of negotiations.

Except as otherwise provided herein, all negotiations shall be conducted exclusively between said negotiating teams.

2.042 (Revised 6-94) Each negotiating team shall have the authority to make tentative agreements.

2.043 (Revised 6-94) Teacher members of the committee shall be released from school duties to attend the meetings. Meetings shall be scheduled to cause the least amount of interference with school schedules.

2.044 Upon reasonable request, the Superintendent shall make available to the Association such information as is pertinent to the issues under negotiation; provided that nothing herein shall require the Superintendent to make available to such organization any confidential information or reports expressly compiled for the use of the Board or its negotiators.

2.045 Upon request of either Party, the negotiations meeting shall be recessed to permit the Parties to caucus privately.

2.046 It is understood that there is no total agreement until all matters are agreed upon. However, once an agreement is reached on a specific matter or item, that particular matter shall be clearly written immediately and shall be initialed by the chairman of each Negotiating Committee. That particular agreement is tentatively final, pending the resolution of all other matters subject to negotiation.

2.047 Each party may maintain such records as each desires.

2.05 Agreement

When total agreement is reached by the negotiating teams, that agreement shall be reduced to writing and submitted to the membership of the Canfield Education Association as soon as possible for ratification by a majority thereof. If ratified, said written Agreement between the Parties shall then be referred to the Board for its consideration. Upon approval by a majority of

the Board, the Agreement shall then be signed by both parties and shall then be incorporated into the official minutes of the Board.

2.06 Previously Negotiated Language

All language contained in previous negotiated Agreements in which no changes have been proposed by either party shall be incorporated in subsequently negotiated Agreements.

2.07 Amendments to Contract (Revised 6-94; 6-08; 6-14)

Negotiations on any specific item may be opened at any time with the consent of both parties. Any amendments to this contract as a result of interim negotiations shall be negotiated in full compliance with the provisions of this Article, including the approval process set forth in Section 2.05, above.

2.08 Disagreement

If tentative agreement on all items is not reached within thirty (30) days after the first meeting, or at a date mutually agreed upon, the parties shall use the services of the Federal Mediation and Conciliation Service (FMCS). FMCS shall be contacted jointly by both parties so that mediation may start as soon as possible after the deadline stated above or the date mutually agreed upon. The mediation process set forth herein constitutes the parties' mutually agreed upon, final and exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in O.R.C. 4117.14.

ARTICLE III. GRIEVANCE PROCEDURE

3.01 Objective

The Board and the Association recognize that, in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial, and fair hearing on their grievances. Such procedure shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the Grievance Procedure.

3.02 Grievance Defined (Revised 10-88; 6-94)

A grievance is an alleged violation, misinterpretation, or misapplication of the Professional Negotiated Agreement between the Canfield Board of Education and the Canfield Education Association by an employee or the Association. Grievances shall be resolved as follows.

3.03 Grievance Procedure

3.031 Informal Procedure (Revised 10-88; 6-94; 5-00; 6-14)

At the time an employee/Association feels that he/she has a grievance, he/she should first discuss the problem with his/her principal either directly or through the Association representative. He/she may be accompanied or represented by an executive committee member before the principal and shall inform the principal that he/she is pursuing the informal stage of the grievance procedure. The principal may also have representation at this level. The objective of both parties should be to resolve this matter as soon as possible in this informal manner. If the grievance is not settled in this manner, the grievant should follow the formal Grievance Procedure. If the grievance is not initiated within thirty (30) working days after the employee knew or should have known of the event or condition upon which the complaint is based, the grievance shall be considered waived.

3.032 Formal Procedure

A. Step 1 (Revised 10-88; 6-94)

If the discussion does not resolve the grievance to the satisfaction of employee, the grievant shall

have the right to lodge a written grievance with such employee's building principal. If such grievance is not lodged within thirty (30) working days following the act or condition which was the basis for such grievance, said grievance shall no longer exist.

1. The written grievance shall be the Grievance Form attached hereto as Appendix F and shall contain a concise statement of the facts upon which the grievance is based and a reference to the specific provisions of the Professional Negotiated Agreement allegedly violated, misinterpreted or misapplied.
2. A copy of such grievance shall be filed with the Superintendent.
3. The grievant/Association shall have the right to request a hearing before the building principal. Such hearing shall be conducted within five (5) working days after date of such request. The grievant/Association shall be advised in writing of the time, place and date of such hearing and shall have the right to be represented at such hearing by counsel or by other representation.
4. The building principal shall take action on the written grievance within five (5) working days after the receipt of such grievance, or, if a hearing is requested, within five (5) working days after the conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the grievant, the Association, and the Superintendent within five (5) working days of the hearing.

B. Step 2 (Revised 10-88; 6-94)

1. If the reply from the principal does not resolve the grievance, then the grievance may be filed with the Superintendent. Failure to file such appeal within five (5) working days from the receipt of the written memorandum of the principal's action on said grievance shall be deemed a waiver of the right to appeal.

2. A hearing shall be conducted by the Superintendent within five (5) working days after the receipt of the request. At this hearing the grievant shall be present and may be accompanied by an Association representative, and/or counsel or other representation.
3. The Superintendent shall take action on the appeal of a grievance within five (5) working days after receipt of the appeal, or hearing requested, within five (5) working days after the conclusion of said hearing. The action taken and the reason for the action shall be reduced to writing and copies sent to the grievant, the Association, and the building principal.

C. Step 3 (Revised 6-94)

1. If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the grievant, such grievant may appeal in writing to the Board of Education. The notice of appeal shall be sent to the Superintendent and a copy filed with the Treasurer. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal.
2. Upon receipt of an appeal, the Treasurer shall call a special meeting of the Board of Education within five (5) working days from receipt of appeal for disposition of the grievance. The grievant shall have the right to be represented at such meeting by counsel or by other representation.
3. If the grievance is not resolved at the special meeting, the Board of Education shall act upon such appeal no later than the next regular meeting. Copies of the final Board of Education action shall be sent to the grievant, the Association, Superintendent, and building principal.

D. Step 4 (New 10-88; Revised 9-91; 6-94; 12-03)

If the grievance has not been resolved through the preceding procedure, then the Association may submit the grievance to arbitration through the American Arbitration Association (AAA). If a written request for arbitration is not filed with AAA and notification given to the Superintendent within thirty (30) working days of the date for the Board's Step 4 answer, then the grievance shall be deemed withdrawn.

3.033 Authority of Arbitrator (New 10-88)

The decision of the arbitrator shall be in writing and binding upon both parties. The authority of the arbitrator shall be to determine controversies involving the interpretation, application, or alleged violation of specific provisions of this Agreement and he/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to arbitrate a matter not specifically provided for by this Agreement. Either party shall have all statutory rights to appeal the arbitrator's decision to the Court of Common Pleas.

3.034 Costs of Arbitration (New 10-88)

Each party shall bear the full costs for its representation in the arbitration proceedings. The costs and expenses of the arbitrator and the American Arbitration Association shall be divided equally between the parties.

3.04 Time Limits (Revised 9-91)

The number of days indicated at each step is considered maximum. The time limits specified, however, may be extended by written agreement of the Parties in Interest -- for example, for extenuating circumstances such as prolonged illness or vacation. Association representatives, witnesses and grievants shall be entitled to released time for arbitration proceedings and this is not applicable to any other leaves.

3.05 Transmittal of Grievances and Related Notices

Grievance Procedure Forms, notices of hearings, and dispositions of grievances shall be mailed by registered mail, with return receipt requested, with the date of mailing or postmark and date of receipt recorded thereon. Written

grievances and appeals shall be deemed to be received one (1) day after postmark or the date received and initials of the official shall be recorded if hand delivered.

3.06 Expedition of Grievances (New 10-88)

A grievance may be submitted initially at that step of the Grievance Procedure where authority exists to effect a satisfactory disposition of the grievance.

ARTICLE IV. LEAVE POLICIES

4.01 Personal Leave

4.011 Definition

Personal leave is defined as leave which must be used to transact or attend to personal, legal, religious, or family matters that require an employee's absence during the school day.

4.012 Entitlement to Personal Leave (Revised 10-88; 9-91; 6-94)

- A. A member of the Employee Unit shall be granted upon request, three (3) unrestricted days of personal leave per year without loss of salary to attend to personal matters.
- B. Personal leave days, if not used, shall accrue as sick leave.

4.013 Notification for Use of Personal Leave

Notification for use of personal leave should, except in cases of emergency, be made to the Superintendent or his designee at least twenty-four (24) hours prior to leave.

4.014 Restrictions (Revised 6-94; 12-03; 6-08; 6-14)

1. Personal leave shall not be granted to extend a holiday or school recess, nor shall personal leave be used on any professional development day or parent-teacher conference day.
2. Employees new to the system are eligible for one day of personal leave after each two months' service during their first year of employment.
3. Personal leave shall not be granted on make-up calamity days.
4. Restrictions may be waived in extenuating circumstances, as determined by the Superintendent or designee. Data on the number of such requests and determinations made by the Superintendent/designee will be available for

review upon request of the CEA President.

5. No more than ten percent (10%) of the bargaining unit may be granted the use of personal leave on any one day.

4.02 Sick Leave (Revised 10-88; 9-91; 6-94; 6-97; 5-00; 12-03; 6-08; 6-14)

4.021 All certified/licensed staff shall be granted 1-1/4 days' sick leave per month to a maximum of fifteen (15) days annually with full pay. Unused sick leave shall accrue up to 280 days.

- A. Staff members who are at the maximum number of sick days shall accumulate 1 1/4 days per month beyond the maximum through the school year. At the end of the school year, any days shall reflect the maximum as established in Section 4.021.

4.022 Certified/licensed staff may use sick leave for absence due to personal illness, pregnancy, (pregnancy includes miscarriage, abortion, childbirth, and recovery therefrom – recovery therefrom shall be limited to six (6) consecutive weeks unless a serious health condition/complication exists as verified by a doctor's statement), injury, or exposure to contagious disease which could be communicated to others. It may also be utilized for absence due to illness, injury or death in the certified/licensed staff member's immediate family. (ORC 3319.141) The following relatives are included under immediate family: father, mother, sister, brother, son, daughter, husband, wife, step-parent, step-siblings, step-children, grandparent, step-grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, a blood or marital relative living in the same household, a legal guardian, or any person standing in the same relationship with the employee as those listed above.

4.023 No teacher shall forfeit accumulated sick leave during a leave of absence.

4.024 A sick leave form shall be completed by the certified/licensed staff member and submitted in duplicate to his/her principal immediately upon return to work after the sick leave. (Appendix B)

4.025 In the event of absence of a certified/licensed staff member for illness, the Superintendent may request a Sick Leave Form as defined in the ORC 3319.141 or a doctor's certificate.

4.026 Advancement of Sick Leave

It shall be the policy of the Board, in those instances where certified staff are newly hired, and, in those cases where employees have exhausted their sick leave, to allow an advancement of not less than ten (10) days of sick leave annually. The advancement of this sick leave shall then be charged against any subsequent accumulation by the certified/licensed staff member in question.

The Treasurer shall deduct from the certified/licensed staff member's pay, an amount equal to the days the certified staff member was unable to earn in a given pay period (due to resignation, job change, etc.). An individual awaiting a state retirement disability will not be advanced ten (10) days' sick leave.

Advancements shall immediately be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s). Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence without approved leave.

4.027 Sick Leave Conservation Incentive
(New 9-91; Revised 5-00)

Any member of the Association who has used one (1) or fewer sick days during any school year shall be granted one (1) day of additional severance pay for each such year of occurrence; such additional severance pay shall be irrevocable and in addition to any severance pay earned and paid pursuant to 6.07 but shall be paid in accordance with and under the conditions of 6.07. Each bargaining unit member shall receive yearly notification of total additional severance days earned to date.

4.028 Sick Leave Bank (New 12-03)

4.0281 Purpose

The purpose of the Sick Leave Bank ("SLB") shall be to provide additional sick leave to participating bargaining unit members who have exhausted all of their accumulated sick leave by virtue of a catastrophic and/or long-term illness or injury.

4.0282 Procedure

In order to become a member of the SLB each bargaining unit member who wishes to participate must contribute one (1) of his/her accumulated sick days to the SLB during the enrollment period in the year the employee chooses to join the SLB. The enrollment period will be from October 1 through November 1 of each school year. Enrollment forms will be made available by the Association. Enrollees shall submit their forms to the Association. The SLB Committee shall provide a list of SLB members to the Association President after the enrollment period and when new members are added, and an accounting of days contributed and consumed shall be provided to the Treasurer of the Board.

New teachers hired after the enrollment period will have two (2) weeks from the date of hire to enroll in the SLB.

Once a bargaining unit member donates a sick day, he/she remains a member for successive years. However, a member may withdraw from continuing participation in the SLB at any time.

During any year, participating members may donate an additional one (1) day to the SLB upon the agreement of the SLB Committee.

Donated days are not returnable. In addition, days donated to the SLB shall count as used sick leave days for the purpose of calculating the donor's sick leave conservation incentive, severance, and accrued sick leave.

To qualify for the receipt of donated sick leave, a bargaining unit member must meet all of the following criteria:

1. Be a member of the SLB;
2. Provide medical verification from a licensed physician as to the catastrophic and/or long-term illness or injury;
3. Provide verification that he/she has been under the care of a licensed physician for a minimum of thirty (30) days;
4. Have exhausted all accrued sick and personal leave; and
5. Make application to the SLB Committee for sick leave donation in no less than five (5) day increments.

The Sick Leave Bank is not to be used to supplement leave for childbirth (natural or Caesarean section). However, complications arising out of pregnancy or childbirth may be considered by the SLB Committee consistent with 4.0281.

A member may only use up to a maximum of twenty (20) donated days from the SLB per school year.

4.0283 Sick Leave Bank Committee

The SLB Committee shall administer the SLB. SLB records will be maintained by the District. The SLB Committee shall adopt any rules, regulations and/or procedures necessary to its purpose so long as those rules, regulations and/or procedures do not modify the agreement contained herein. The SLB Committee shall be composed of the following five (5) persons:

- a. Superintendent or designee
- b. CEA President or designee
- c. Treasurer of the Board or designee
- d. Two (2) bargaining unit members appointed by the CEA President

4.03 Assault Leave (Revised 10-88; 5-00; 6-08)

4.031 If a teacher loses time because of an assault by a student or parent, he/she will not have to use his/her accumulated sick leave for a maximum of sixty (60) calendar days. This period could be extended due to medical excuse provided by licensed physician. There shall be no disruption in the continuity of the employee's pay during this period. This provision shall be in effect only if the person so injured presents proper written proof to the Superintendent that he/she is under the care of a physician for such injury. In addition, an employee requesting assault leave must provide a written report of the incident upon request from the Board. Assault leave shall begin on the first day absent.

4.032 Falsification of the signed statement to determine eligibility for assault leave benefits on the physician's certificate is grounds for suspension or termination of employment.

4.04 Injury Leave (Revised 6-14)

Employees who sustain injuries in the course of and arising out of their employment which are covered by workmen's compensation and who, as a result of the injury, have exhausted their sick leave, shall be credited with ten (10) days' sick leave upon return to duty in accordance with section 4.026, above.

4.05 Court Leave (Revised 9-91; 12-03)

4.051 Any teacher who is required to be absent from school to perform jury services during his/her scheduled work period will be paid his/her regular contractual salary.

4.052 If a teacher is subpoenaed by the Board or a parent to serve as a witness in a court action, he/she shall be given a leave of absence with pay for the time required for such appearance(s).

4.06 Sabbatical Leave

Certified/licensed personnel, after serving the Canfield Local Schools seven (7) years, may apply for a one-year sabbatical leave. Such leave may be granted based upon the

Superintendent's recommendation and the approval of the Board of Education.

4.061 The applicant must submit to the Superintendent by March 15 his/her application stating his/her advance study program for the year, and at the conclusion of the leave period provide evidence that the program was followed.

4.062 The applicant's salary while on leave will be the difference between his/her salary as per placement on the salary schedule and the salary paid his/her replacement teacher. Hospitalization and insurance will be paid by the Board of Education.

4.063 The applicant, upon his/her return, will be placed on the salary schedule at the level he/she would normally be had such leave not been granted, except in cases where additional hours or degree earned would place him/her in a different pay category.

4.064 The applicant will be required to sign a two-year contract assuring his/her return to the Canfield School System. Should applicant fail to fulfill his/her contractual obligation, all monies, excluding hospitalization and insurance, paid him/her during such leave shall be returned to the Canfield Local Board of Education within a ninety-day period.

4.07 Parental Leave (Revised 6-94; 6-97; 6-08; 6-14)

4.071 The Board shall grant upon request and without pay, a parental leave of absence for up to one (1) school year and/or a part of another school year. Any teacher, upon a qualifying parental leave event, i.e., adopting a child under the age of six (6), or becoming a parent by childbirth, or becoming a custodial guardian of a child under the age of six (6) will be granted parental leave. A parental leave may be extended an additional school year beyond the original request.

4.072 Application for parental leave shall be made in writing to the Superintendent of Schools no later than 30 days prior to the beginning of said leave and such request shall state the anticipated duration of the leave. In unforeseen situations the Superintendent may waive the required number of notification days.

4.073 An employee who desires to be reassigned to duty following the expiration of such leave shall adhere to the following procedures:

- A.** An employee whose leave of absence shall expire prior to the beginning of the Fall semester shall notify the office of the Superintendent not later than March 1 if he/she intends to return to active duty at the beginning of the next school year.
- B.** An employee whose leave of absence shall expire prior to the beginning of the second semester shall notify the office of the Superintendent not later than December 1 if he/she intends to return to active duty at the beginning of the second semester.
- C.** An employee whose leave of absence begins after March 1 and expires prior to the beginning of the Fall semester shall notify the office of the Superintendent not later than July 1 if he/she intends to return to active duty at the beginning of the next school year.

4.074 Reinstatement of the employee to duty following a parental leave shall be made after the proper notification has been submitted and no later than the beginning of the next semester.

4.075 If duration of parental leave is one year or less, the employee returning from parental leave shall be reinstated in the same position which was held prior to leave.

4.076 If duration of parental leave is for more than one year, the employee returning from parental leave shall be reinstated in the same position or a comparable position to the one held prior to leave.

4.077 The Board shall maintain the staff member's current coverage under the District's health insurance program, (payment to be made in accordance with Section 6.081 A.), for a period of up to twelve (12) consecutive weeks commencing with the start of the approved parental leave. Should the staff member elect not to return to work at the end of the approved parental leave, the staff member shall reimburse the District for the health insurance premiums paid by the District during the leave period (unless otherwise covered by the FMLA).

4.078 Leave for each parental leave event including extensions is continuous and once granted, may not be interrupted by a return to paid status unless approved by the Board of Education.

Upon expiration of any parental leave, a teacher must return to active pay status for a period of no less than 120 days before being entitled to any additional parental leave for a future qualifying event.

4.08 Professional Leave (New 10-88; Revised 6-97; 12-03; 6-14)

4.081 The Board of Education requires that all employees be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties through attendance at professional meetings.

4.082 For purposes of this procedure, a professional meeting shall be defined as any meeting that is related to the activities, duties or responsibilities of the Board employees as determined by the LPDC and/or Superintendent.

4.083 Teachers shall be excused from the performance of their duties and shall receive compensation during the days they are excused for attendance at the following professional meetings:

- A. Conferences involving other personnel from the district, county, state, region or nation.
- B. Committees drawing personnel from the district, county, state, region or nation.
- C. Other school visitations.

4.084 The following conditions must be met for an employee attending professional meetings:

- A. All requests to attend professional meetings shall be made in advance of the meeting for which approval to attend is sought.
- B. Determination of appropriateness and authority to grant permission for attendance at a meeting will rest with the Superintendent, except that permission to

attend professional meetings outside of the State of Ohio shall be submitted to the Board for approval. Professional meetings exceeding three (3) duty days must be submitted to the Board for prior approval whether it be within the State of Ohio or outside of the State of Ohio.

- C. The Superintendent has the authority, when he/she considers the meeting to be of sufficient importance, to request representation from the staff to attend a meeting.
- D. The professional meeting to be attended must be related to the work of the employee.
- E. Upon request, the employee shall file with the Superintendent/Designee a report on the activities of the conference, with recommendations, if any, for use by employees and the district schools.
- F. The Board will provide for substitute personnel in the case of meeting attendance by classroom teachers.
- G. A professional staff member may request permission to attend and/or participate in a meeting or convention where the member's particular expertise or contribution is pertinent to the fostering of education's civic or public commitment.
- H. Approval for expense reimbursement must be requested on the Professional Leave form (Appendix D) at the time of submission. Reimbursement for approved expenses will thereafter be provided upon submission of a conforming "Request for Payment of Travel Expenses," (Appendix E).

4.09 Unpaid Leave of Absence – General (New 6-94; Revised 6-14)

4.091 In accordance with Ohio Revised Code Section 3319.13, upon the written application of a unit member, the Board may grant a leave of absence for a period of not more than two (2) consecutive school years for educational, professional or other purposes. The Board shall grant such leave where illness or disability is the reason for the request. Insurance coverage shall be maintained by the Board, for eligible teachers on unpaid leave, in accordance with the FMLA.

4.092 It is understood that no employee shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave may or may not be granted for non-FMLA qualifying absence to extend the employment of an employee where such employee has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

4.093 Reinstatement of the employee to duty following an unpaid leave of absence shall be made after proper notification. Notification shall be received by March 1st of the returning year.

4.094 The employee returning from leave shall be reinstated in the same position which was held prior to the unpaid leave.

4.095 The employee shall be entitled to the insurance benefits at the employee's expense while on the unpaid leave unless restricted by the insurance carrier.

4.10 Family Medical Leaves of Absence (New 6-94; Revised 5-00; 12-03; 6-14)

Teachers are entitled to leave as provided in the Family Medical Leave Act (FMLA) and its associated regulations. For purposes of this section, "12-month period" is defined as the 12-month period measured forward from the date that the employee's first FMLA leave begins (i.e., the leave is specific to each employee). The teacher is entitled to 12 weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period. In accordance with Board policy, applicable paid leave will run concurrently with FMLA leave.

4.11 Bereavement Leave (New 12-03)

Members of the bargaining unit shall be granted three (3) days of paid bereavement leave for a death in the employee's immediate family, as defined in 4.022.

This leave shall be separate and apart from earned or earnable sick leave.

ARTICLE V. RIGHTS AND RESPONSIBILITIES

5.01 Job Advertisement (Revised 10-88; 9-91; 6-97; 5-00; 12-03; 6-08; 6-14)

5.011 All teaching, extra-curricular, or administrative positions, within the system, whether they be newly created positions or a position vacated through retirement, resignation, termination, non-renewal, or transfer of an employee, which the Board intends to fill, shall be advertised in the main office of each building for a period of no less than five (5) work days with a copy of the same advertisement to be sent to the Association President/or Association designee. The Board shall post vacancies on the District website and distribute to employees through electronic mail address(es) as provided in section 6.012.

Within the specified advertised time, any certificated/licensed staff members with the necessary qualifications may make application for such advertised position to the Superintendent. The job advertisement shall include whether the position is newly created or vacated through retirement, resignation, termination, non-renewal, or transfer of an employee. The date of the posting will be placed on the Board of Education's agenda when a hiring recommendation is made. If a job has not been posted, the Board will not act on filling the position.

5.012 If such positions become available during any vacation period, then the same advertisement must be posted on the District website and distributed to employee's through electronic mail, the address(es) as provided in section 6.012. Advertisement shall also be posted in District main offices. The five (5) work days during which the position is open shall be calculated from the date of the posting on the District website.

5.013 Openings as stated in 5.011 shall specify the building in which the opening is located and the certification/licensure required.

5.014 (New 9-91) Teachers currently on staff and applying for the advertised positions will not be required to prepare special demonstration lessons.

5.015 Long-Term Substitutes

Any position vacated or remaining vacant after July 10 may be filled by a long-term substitute for the remainder of the school year. Thereafter, the position will be posted and filled the following school year.

- 1. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. Any substitute employed for an employee on a Board-approved leave of absence shall be informed in writing at the time of employment that no expectation of continued employment exists upon the return of the employee on leave.**
- 2. The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall expire at the end of that term without action by the Board of further notice to the teacher. The Board may non-renew the limited contract of such substitute without adhering to the procedures contained in the reduction in force, and fair dismissal sections, nor ORC 3319.11. They must work sixty (60) school days.**
- 3. On the 61st day in the same assignment, long-term substitutes shall be placed on the salary schedule at Step B.A. – 0. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one half (3.5) hours per day) in any one school year. The substitute shall then have all benefits of the contract related to salary and fringe benefits.**
- 4. If such substitute becomes a regular employee, they shall be placed on the salary schedule at the appropriate column and years of experience in accordance with the Ohio Revised Code.**

5.02 Assignment and Transfer (Revised 9-91; 12-03; 6-14)

- 5.021 The Superintendent shall have the sole authority for the assignment and transfer of teachers in accordance with Ohio Revised Code 3319.01. Consistent with this administrative right and responsibility and 1) to ensure the smooth transition within the school; 2) to allow for**

the adequate preparation of duties by the staff; and 3) to extend professional courtesy to the staff, assignments and transfers of all certificated/licensed staff members should be made prior to the end of school but no later than July 15. Any involuntary transfers occurring after July 15 will be for compelling educational reasons and will be implemented only after consultation with the Association President by the Superintendent. Any transfer caused by creation of a vacancy is an exception to this rule.

A. Definitions

1. Transfer - Movement of a teacher from one building, subject area, or grade level of the Canfield Local Schools to another. Transfers will only be made to positions for which the transferee holds appropriate certification/licensure. Except in exigent circumstances, such as the need to fill a schedule, transfers will not be made to positions that a transferee has not taught within the last ten (10) years.

a. Voluntary Transfer

(1) Employed teachers, appropriately certified/licensed, can make known their interest in changing positions when made aware of such opening through job advertisement or annually by notifying the Superintendent by March 1. Application for transfer shall be made on printed forms which shall be available through the building principal and shall be forwarded directly to the Superintendent.

(2) If such transfer is denied, the teacher shall be provided with written reasons by the Superintendent for the denial. The teacher may also request a follow-up conference with the Superintendent, which will be scheduled within ten (10) days of such request.

(3) When more than one bargaining unit

member is under consideration for voluntary transfer to a vacated position, the factors to be considered in making the transfer will be consistent with those set forth in Section 5.021, above. In the circumstance of staffing changes necessitated by an enrollment "bubble," the Administration will first review voluntary transfer requests and consider seniority prior to making a final determination on a grade level transfer.

b. Involuntary Transfer

Involuntary transfer of teachers may be necessary in the best interest of the School District. When the Superintendent determines that an involuntary transfer is necessary, as set forth in Section 5.021, above, the Superintendent or designee shall discuss the transfer with the teacher(s) involved.

c. Transfer Assistance

Transferred bargaining unit members will be provided with custodial assistance to move classroom materials and prepare affected rooms, in addition to reasonable access to buildings during normal business hours, for purposes of moving classroom items and coordinating an effective transition.

2. Assignment - Specification for the teacher of the courses, grade levels, sections, or classes within a building which he/she shall teach according to his/her certification.

a. Teachers are encouraged to make known to their principal their desires with regard to assignment within their building.

b. Upon the recommendation of the principal, the Superintendent will assign teachers, taking into account the efficient operation of

educational programs, the best interests of the children, and the professional growth of the teaching staff.

B. Considerations (Revised 9-91)

Special factors which will be considered by the Board when filling vacancies by voluntary or involuntary transfer shall include special skills, length of service to the Canfield Schools, experience level, personal interview, recommendations, administrative evaluation, and other factors determined by the nature of the position. Ability and appropriate certification shall be assumed criteria. Teachers currently on staff and applying for the advertised positions will not be required to prepare special demonstration lessons. The final decision on the transfer shall be vested in the administration.

5.03 Seniority (Revised 5-00; 12-03)

- 5.031 Seniority shall be defined as the employee's length of continuous service with the District commencing from the date of the Board meeting at which the Board acted upon their initial employment (hereafter referred to as date of hire). Seniority shall include time spent on an approved leave of absence or any other Board-approved leave. An employee's seniority shall be broken upon resignation or discharge for just cause.
- 5.032 Service rendered beyond the school year shall not be considered toward accumulated seniority.
- 5.033 Years of service in supervisory or administrative positions shall not be considered toward accumulated seniority.
- 5.034 Part-time employees will accumulate seniority credit based upon the percentage of time they worked each year.
- 5.035 The Board of Education shall prepare and post on the bulletin boards in the faculty lounges, a seniority list indicating the first day worked, the date of hire, the date of employment application, the area(s) of valid certification on file in the Superintendent's office and contract status of each employee. The posting shall be

made by February 1 of each school year. The President of the recognized bargaining representative shall be provided with a copy of the seniority list prior to posting.

5.036 In the event that two or more employees in the same area of certification share the same date of hire, the employees shall be placed on the seniority list in accordance with the date of their most recent application for employment in an Employee Unit position with the Board. If a tie still exists, the employees who share the same seniority date shall participate in a coin toss in the presence of the Superintendent. One employee shall flip the coin; the other shall call the toss. The employee who wins the toss shall be placed on the seniority list ahead of the loser.

5.037 Each employee shall have a period of thirty (30) days after the posting of the seniority list in which to advise the Board or its agents in writing of any inaccuracies which affect his/her seniority. No protest shall be considered after thirty (30) days of the posting of the seniority list. The Board or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order, and post the revised list, with a copy to the CEA president, within sixty (60) days after the original posting.

5.038 When additional areas of certification are obtained, it is the employee's responsibility to place on file in the Superintendent's office a copy of such certification.

5.04 Reduction in Force (Revised 9-91; 6-97; 5-00; 12-03; 6-08; 6-14)

A. If the Board determines that it is necessary to reduce the number of employee positions, in whole or in part, under reasons outlined in ORC 3319.17, the following procedures shall apply:

5.041 General Procedures (Revised 6-94; 6-97; 12-03)

A. The Board of Education shall give written notice to the Association President of its intent to effect a reduction in force through the suspension of contracts thirty (30) days preceding the date of such action, but not later than June 1. The notification shall include

the reasons for the RIF; the position(s) anticipated to be reduced, the names of the employees anticipated to be affected; the date of the Board action to implement the RIF, the effective date of the RIF, student enrollment and financial data. The notice shall include the seniority and contract status within areas of certification/licensure for each employee anticipated to be affected. Said notification shall be given prior to June 1 to all bargaining unit members whose names appear on the list.

B. Effect of Seniority and Certification/Licensure

1. With respect to OTES bargaining unit members, the Board shall not use seniority in determining contract suspensions except as specified herein, but shall proceed to suspend contracts for teachers based upon evaluations of those who have been evaluated in accordance with the Board-adopted, standards based evaluation policy and provisions of the collective bargaining agreement. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.
2. For the transition period ending on August 31, 2017, all evaluations above "ineffective" on the teacher performance standards of the evaluation shall be deemed comparable.
3. When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:
 - a. Bargaining unit members employed as retired/rehired Canfield teachers.
 - b. Limited contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - i. Comparable evaluations as defined in accordance with provisions of this agreement.

- ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
- c. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
 - i. Comparable evaluations as defined in accordance with provisions of this agreement.
 - ii. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
- d. For bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers).
 - i. Certification and system-wide seniority shall be the exclusive criteria of any layoff.
 - ii. Unit members who are subject to being laid off have the right to bump unit members with less seniority in other teaching areas subject to the following stipulations:
 - a. The unit member who bumps must be properly certificated/licensed in the teaching area which he/she intends to bump into.
 - b. The unit member who bumps must bump the least senior unit member in the teaching area which he/she intends to bump into.
 - iii. Displacement: Any OTES teacher rated above "ineffective" who is subject to contract suspension by virtue of a reduction in force may displace another (less senior) member in an area of the suspended teacher's certification/licensure as follows:

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

C. Procedure for Recall

1. All unit members whose contracts were suspended as a result of a layoff shall be placed on a recall list stating their seniority in each teaching field for which they are certified to teach. Teachers shall remain on the recall list for two (2) years, unless tenured, in which case length of time on the list is unlimited.
2. As positions become available, unit members whose contracts have been suspended in whole or in part shall be rehired to positions for which they are properly licensed and qualified to teach. Seniority shall not be a factor in recalling any bargaining unit member, unless the decision is between teachers with comparable evaluations. In addition, teachers with continuing contracts will be given preference in recall.

Unit members on the recall list shall be offered reemployment to full-time positions, as they become available, for which they are certified/licensed in the reverse order of layoff; last laid off, first recalled.

3. A unit member who is recalled to a position shall resume the contract status he/she held prior to the layoff and shall be credited with sick leave accumulation and years of service for salary schedule placement he/she had prior to being laid off.
4. The seniority of a recalled unit member shall be calculated as if service were not interrupted.
5. When an opening(s) occurs, the Board shall send a certified letter to all unit members certified/licensed for the position to their last known address to advise them of such position. It

is the unit member's responsibility to keep the Board informed of his/her whereabouts. The unit member shall, within fifteen (15) days from the postmark date of the letter, indicate availability and desire for such position. If after being offered reinstatement, a unit member fails to notify the Board within the specified period of time, or if a unit member rejects the offered full-time position, said unit member shall be considered to have rejected the position and to have forfeited his/her right to recall to service in the District.

6. No teachers new to the district shall be employed until all properly certified/licensed unit members on the recall list have been offered a contract for the position in accordance with the provisions of this procedure.
7. Transfers of unit members employed but not affected by the layoff shall be limited to positions not affected by said program. If a position(s) is established, the position(s) will be staffed first from the recall list, assuming there are qualified and properly licensed members on the list. Transfers may be made to a position affected by the layoff after the position(s) has been offered to all properly certified/licensed unit members on the recall list.
8. Unit members remaining laid off will be given preferential consideration as substitute teachers and part-time teachers. However, employment or non-employment as a substitute or part-time shall not affect that unit member's placement or continued placement on the recall list for full-time employment.
9. Laid off unit members shall have the right to maintain insurance coverage by making appropriate COBRA payments not later than the completion of the first month of effective layoff.
10. No unit member who is laid off shall have his/her limited contract non-renewed during the term of the layoff.

5.042 Additional Provisions (Revised 9-91; 6-94; 6-08)

- A. Teachers on the reduction in force list will be

contacted first for any and all substitute teaching. RIFed teachers serving as substitutes will be paid twice the current substitute rate of pay. However, employment as a substitute shall not disqualify that teacher from placement or continued placement on the reduction in force list.

- B. Teachers on the reduction in force list shall have the right to remain in all Board-approved insurance programs at their own expense for a period not to exceed two years commencing in September after the RIF if permitted by the insurance carrier.
- C. This agreement shall not require the Board to fill a vacancy that is not affected by reduction in force.
- D. It is the expressed understanding and agreement of the parties hereto that the provisions of this Article may not conflict with the requirements of Revised Code Section 3319.17, but in all other respects shall supersede and take the place of Revised Code Section 3319.17.

5.05 Teacher Evaluation (Revised 6-97; 5-00; 12-03; 6-14)

A. OTES

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

Any revisions to the Board's standards-based teacher evaluation system must be bargained prior to implementation to the extent provided by law, and nothing herein shall diminish any right of the Association to strike under Ohio Revised Code Section 4117.14(D)(2).

B. Evaluation Review Committee

The Evaluation Review Committee (ERC) will provide additional stakeholder input and facilitate the statutorily required consultation with teachers relative to necessary changes to and/or subsequent revision of the Board's standards-based evaluation system, in addition to assistance with respect to the development of student learning objectives as well as making

recommendations to the Board and Association for approval to changes to this Article for Non-OTES teachers.

1. Composition

The Committee shall be comprised of six (6) bargaining unit members appointed by the Association President and up to five (5) administrators appointed by the Superintendent. If possible, selections should be made to include representatives from the elementary, middle and high school as well as special education and the arts.

2. Operational Procedures

- a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
- b. Members of the Committee must be OTES trained prior to beginning their work.
- c. The Committee will develop the ground rules by which the Committee will operate.
- d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs.
- e. All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.
- f. The Committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
 - One (1) task of the Committee shall be to determine those conditions that would likely have an adverse impact on SGMs, such as a threshold number of authorized teacher absences, the acceptance and mentoring of student teachers, changes in teacher assignments, implementation of the Common Core State Standards, etc.

- In addition, the Committee will assist in the evaluation of teacher-submitted SLO's according to Board Policy and ODE requirements.
- The ERC will also work to align the non-OTES staff with the OTES framework.

3. Compensation

Any Committee work required outside of the work day will be paid at the rate of \$25 per hour as approved by the Committee co-chairs. Release time for Committee work may be granted by the Superintendent upon recommendation of the co-chairs.

4. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

5. Committee Authority

The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

Except as otherwise indicated, for non-OTES members of the bargaining unit, the following will continue to be implemented:

5.051 Purpose of Teacher Evaluation (Non-OTES) (Revised 6-14)

- A. The purpose of teacher evaluation is to advance the instructional program and assure a high quality of teacher performance.
- B. Evaluation is a general term which denotes judgments based on observable behavior about a teacher's overall effectiveness as a staff member. Recommendation for re-employment will be the outgrowth of the evaluation process.
- C. To provide a cumulative record of performance effectiveness.

5.052 Evaluator (Non-OTES) (Revised 10-88; 6-94; 12-03; 6-14)

An evaluator must be employed under a contract pursuant to R.C. Section 3319.01 or 3319.02 and hold appropriate licensure/certification under state law and regulations as either a superintendent, assistant superintendent or principal. If an employee is assigned to more than one building, he/she shall be notified of his/her formal evaluator for each semester, by the 30th of September.

5.053 Procedure (Non-OTES) (Revised 10-88; 6-89; 6-94; 6-97; 6-08; 6-14)

A. All written evaluations will be discussed with teachers. The teacher may react in writing to the administrator's evaluation. The teacher will be given a copy of the evaluation at the time of the discussion with the teacher.

B. According to Canfield Local School's Board of Education policy 3220.02, "principals are always engaged in the ongoing process of teacher evaluation." Observations of classroom instruction may be announced or unannounced. Pre-observation conferences may be held prior to announced observations.

C. At a minimum, teachers on limited contract may be formally evaluated (in compliance with R.C. 3319.111) as follows:

1. The first evaluation (which includes at least two 30-minute observations at least 10 working days apart) shall be conducted and completed not later than February 1st, with a written report given to the teacher not later than February 10th.

2. The second evaluation (which includes at least two 30-minute observations at least two working days apart) shall be conducted and completed between February 1st and May 1st, with a written report given to the teacher not later than May 10th.

D. At a minimum, teachers on continuing contract

may have one evaluation (that includes at least one 30-minute observation) per school year.

- E. After each formal classroom observation, the administrator will complete a "LESSON-OBSERVATION REPORT" (Appendix G) that will be shared with the teacher, usually in a conference. The teacher will be given a copy of the observation report at the time of the discussion with the teacher. This report shall note examples of effective teaching; items for the observer and teacher to discuss; as well as areas for improvement and, in the language of the statute, "the means by which the teacher may obtain assistance in making such improvements." The teacher may respond in writing to this report and his/her statement will be on the reverse side of the "LESSON-OBSERVATION REPORT."
- F. For each evaluation, the administrator will complete, within ten (10) working days, an "EVALUATION REPORT" (Appendix H) that will be given to the teacher in a conference, which may be waived by the teacher. The teacher may respond in writing on the reverse side of the "EVALUATION REPORT". This "EVALUATION REPORT" shall note things done effectively by the teacher as well as areas for improvement and, again in the language of the statute, "the means by which the teacher may obtain assistance in making such improvements." The evaluator shall sign the evaluation. The teacher shall sign the evaluation to acknowledge receipt, but not necessarily agreement with the contents of the evaluation report. The evaluation must be limited to the content of the observation reports.
- G. Any extended absence by the teacher of more than ten (10) days during the evaluation cycle shall extend all time lines in the teacher evaluation and teacher non-renewal procedures by the length of the teacher's absence or as otherwise agreed by the teacher and in concurrence of the Association.

5.06 Dismissal and Tenure Rights (OTES and Non-OTES) (Revised 12-03; 6-14)

5.061 Statement of Purpose

The Board of Education recognizes that in the interest of effective personnel management, dismissal and tenure rights should be accorded to those teachers under regular teaching contract as defined below.

5.062 Termination of Contract

Termination of contract of a teacher shall be in keeping with provisions of Section 3319.16 of the Ohio Revised Code.

5.063 Nonrenewal of Limited Contract (Revised 10-88; 12-03; 6-14)

- A. Teachers shall be evaluated in accordance with the jointly developed Teacher Evaluation Procedure as stated in 5.053. Teachers so evaluated shall be granted sufficient opportunity to correct teaching deficiencies.
- B. Nonrenewal of all limited contracts shall take place according to the following procedure:
 - 1. The building principal shall notify the teacher in writing of his/her intention not to recommend contract renewal on or before May 1.
 - 2. The teacher is entitled to a meeting with the building principal and Superintendent prior to Board action. At this meeting, the teacher shall be given a written statement describing the circumstances that led to the recommendation of non-renewal. The teacher may be accompanied by a member of the Association. The teacher shall be informed in writing of the Board's action of non-renewal on or before June 1.
 - 3. Within ten (10) days after the Board's action, the teacher may file with the District Treasurer a written request for a public or private hearing before the Board, and the Board shall set a time for the hearing which shall be within thirty (30) days from the date of receipt of the written

request, and the District Treasurer shall give the teacher at least fifteen (15) days' notice in writing of the time and place of such hearing.

a. Either party may be represented at the hearing by not more than three representatives of his/her choosing.

b. Within five (5) days after the Board hearing, the District Treasurer shall notify the teacher in writing of the Board's action.

4. Should the administration or Board violate any procedural step of this Article, said violations shall be subject to the Grievance Procedure. To the extent that this procedure differs from the appeal procedures set forth for teachers whose limited contracts are non-renewed in Revised Code Section 3319.11, the parties agree that this provision shall supersede and take the place of the statutory procedure.

5. All supplemental contracts will automatically be non-renewed on June 1 of each year.

5.064 Scope (Revised 12-03)

Nothing in this provision shall be construed to abridge any other rights accorded to teachers as provided under state or federal law.

5.065 Continuing Contracts (New 10-88; Revised 6-08; 6-14)

The granting of tenure shall be the outgrowth of the Evaluation Procedure and shall satisfy Ohio Revised Code 3319.11. Candidates for tenure have the option to submit a narrative to the Superintendent describing their training, achievements in the field of teaching, recent in-service activities, leadership roles played in our schools that benefit the system, and any other matters considered important.

A. Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by the first day of October of the school year in which the teacher becomes eligible.

Thereafter, in order to be eligible for the granting of a continuing contract, the teacher must have on file by March 15th of the school year of tenure eligibility either:

1. A professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or
2. A professional Educator's License issued after October 29, 1996 and proof of either of the following:
 - a. If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
 - b. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.
3. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:
 - a. Holds a professional, senior professional or lead professional license;
 - b. Has held an educator's license for at least seven (7) years; and
 - c. Has completed either of the following:
 - i. If the bargaining unit member did not hold a master's degree at the time of initially receiving an

educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

- ii. If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

- B. Failure to provide such notification or to have the appropriate certificate or license on file will mean that the teacher waives eligibility for continuing contract consideration until May of the following year.
- C. In addition, in order to be eligible for a continuing contract, the teacher must have taught for at least three of the last five years in the Canfield School District.
- D. If the teacher attained continuing contract status in another school district, the teacher must have served at least two years in the Canfield Local School District and be re-employed by the Board in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board tenure is approved prior to the expiration of this two-year period.
- E. Extended Limited Contracts: The Superintendent may recommend employment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before the first day of June. Upon subsequent re-employment of

the teacher only a continuing contract may be entered into. To the extent that this procedure for granting an extended limited contract differs with that found in Ohio Revised Code Section 3319.11, the parties intend that this provision replaces and supersedes same.

5.07 Class Size (Revised 12-03; 6-14)

The Board recognizes its responsibility to consult with the Association on the matter of class size. It reaffirms its position to create an optimal learning situation which includes providing reasonable class size consistent with budgetary constraint. The Board looks forward to continued cooperation with the Association on this and other matters affecting the day-to-day operation of Canfield Schools. The Board will continue its efforts to maintain approximate equalization in elementary class sizes. To assure a safe and appropriate learning environment, class sizes will not exceed the availability of suitable workspace/work areas for students.

The Music and Physical Education Departments will annually meet with the building administration in grades K-12 to address class sizes, staffing, and schedules in those areas.

5.08 Teacher Aides (Revised 9-91; 6-94; 12-03; 6-14)

The Board will provide the following aides:

1. At least two (2) recess aides shall be provided at each existing elementary school.
2. At least two (2) lunchroom/noon duty aides (to assist teachers in covering the lunch time and noon duty hours) at C.V.M.S.
3. At least two (2) lunchroom aides shall be provided at Hilltop and C.H. Campbell Elementary Schools.

5.09 Calamity Days/Delayed Start (Revised 6-14)

When the Superintendent determines that employee attendance will not be required because school must be closed on a school day in accordance with the provisions of Ohio Revised Code 3319.08, whenever possible, the notification to employees of that determination shall be made not later than one hour prior to the time employees are required to report to their respective buildings.

On days that schools open on a delayed start, employees are expected to report at their normal starting time. Reasonable time accommodations will be made for weather related travel issues on these dates.

5.10 School Year (Revised 6-94; 6-97; 12-03; 6-14)

The school year shall consist of 184 days: 180 days shall be designated as instruction; 184 days to be placed on contracts. If schools are closed for more than five (5) calamity days, make-up days will be scheduled during the designated spring break vacation/holidays/Saturdays/end of year or as otherwise provided in the calendar. Make-up days will not be considered to be in addition to the 184 work days.

The 184 days will consist of:

3 – Pre School year Professional Days, of which one (1) day shall be at the option of each member of the Employee Unit to complete between August 15 and the first student report day. Teachers should notify the principal/secretary of the building at least (1) one day before they plan to report. The District will make a concerted effort to have rooms ready by August 1. Two (2) days shall be used for District-led professional development.

177 – Student instruction days;

1 – Post School year Report Day;

1 – Locally planned In-service day;

2 – Teacher/Parent conference days

NEOEA day shall, at each teacher's option, be used to attend professional development workshops, NEOEA activities, MCESC activities or District/building approved professional activities.

5.11 School Day (Revised 9-91; 6-97; 6-14)

The school day used in this contract shall mean the student instructional day (i.e., the published starting and ending times for each building's students.) Teachers shall be in their classrooms at least fifteen (15) minutes prior to the start of the student instructional day and remain in the building at least fifteen (15) minutes after the end of the student instructional day. The teachers' work day shall be no longer than seven (7)

hours and fifteen (15) minutes. The teachers' work day shall include a daily, minimum thirty (30) minute, duty-free lunch. Each elementary school shall have a joint committee comprised of the principal and two teachers selected by the Association (to develop the student/parent visitation/orientation program held prior to the start of the school year during one of the scheduled inservice days).

An employee may leave the building during either the daily lunch period or planning period upon notification of and approval from the employee's supervisor or designee. Such approval will not be unreasonably withheld.

5.12 Substitutes (Revised 9-91; 5-00; 6-14)

The Board shall make a reasonable effort to provide a certified/licensed substitute teacher during the absence of any regular staff member.

- A. When a staff member is requested by the principal or administrator in charge to cover a class of another staff member in lieu of hiring a substitute teacher, the covering teacher shall be paid his/her hourly rate per Section 6.024.
- B. Teachers shall not be required to cover a class/es when substitutes are available that period in that building.
- C. In the event a teacher is asked to perform all teaching duties – beyond one week – in addition to his/her contracted teaching assignments (based on full teaching schedule per building), he/she shall be paid an hourly rate based on the teacher's base salary.

5.13 After School Meetings (New 10-88; Revised 6-97; 12-03; 6-14)

- A. Teachers may be required to remain after school to attend the following staff meetings:
 - 1. Superintendent's general staff meeting or other district-wide meetings called by the Central Office.
 - 2. General faculty or building meetings called by the building principal.
 - 3. Subject field groups, grade level groups, or special groups as authorized by the Superintendent or principal.
 - 4. The building's annual Fall open house (1).

- B. Such meetings should not last longer than one (1) hour unless agreed upon by the personnel concerned. When feasible, such meetings will be announced at least forty-eight (48) hours in advance.
- C. It is expected that the normal total of such educationally-oriented non-remunerated meetings should not exceed fifteen (15) hours per year of which general faculty or building meetings should not exceed ten (10) hours per year. Attendance exceptions should be determined by the building principal.
- D. Certified staff membership and participation in PTO-sponsored activities before and after school hours shall be voluntary. PTO meetings during school hours are to be attended at the principal's discretion.
- E. When feasible, IEP, 504, IAT and WEP meetings will be scheduled during the regular work day or, if scheduled after school, as close to the end of the regular day as possible. Upon request and verification, bargaining unit members who are requested to attend IEP, 504, IAT or WEP meetings held outside of or extending beyond the regular school day will be compensated at the rate of twenty-five dollars (\$25.00) per hour consistent with Section 6.024.

5.14 Preparation and Planning Periods (New 10-88; Revised 5-00; 6-08; 6-14)

- A. All teachers shall have, in addition to their thirty (30) minute duty-free lunch period, planning time equal to five (5) planning/conference periods (200 minutes) per week exclusive of travel time between buildings.
- B. The Board shall make a reasonable effort to provide a certified/licensed substitute teacher during the absence of any regular staff member.
- C. When a staff member is requested by the building principal to waive his/her planning period to assume responsibilities of teaching a class in lieu of a substitute teacher, the principal will keep a record of those waivers on the part of the staff members and is not to request the same staff members to waive his/her planning period until all available staff members have waived the same.
- D. The special certified/licensed staff (i.e., art, physical

education, music, etc.) shall, when the principal deems necessary, have time to set up special equipment for their subsequent classes, time for commuting, daily planning period, etc.

- E. Special education teachers (intervention specialists and tutors with primary responsibility for IEP's) shall have two (2) release school days on campus to complete, review, and/or revise IEP's.
- F. Bargaining unit members who agree to teach an additional course during his/her planning and conference period shall be compensated an additional amount equal to ten percent (10%) of their salary per academic year or five percent (5%) per semester.

5.15 New Programs (New 9-91; Revised 6-94)

Programs to be initiated in the District will be discussed with the Association before these programs are implemented.

5.16 Principal's Advisory Committee (PAC) and Superintendent's Advisory Committee (SAC) (New 10-88; Revised 5-00; 12-03)

5.161 Within each building of the Canfield Local Schools, there will be a Principal's Advisory Committee (PAC) consisting of the building administrator(s) and interested teachers within that building selected by the CEA for the purposes of studying (1) issues placed before it by the principal; (2) issues brought before it by the staff; or (3) any other matters of concern that affect the school. The building representative/s and principal shall jointly prepare the agenda. These Committees will work to resolve issues and improve communications.

5.162 The PACs shall meet outside of regular school hours as needed. It is the building representative's and principal's responsibility to convene these meetings.

5.163 A report by the CEA building representative or his/her designee of the business discussed will be made available to the CEA President and building teachers.

5.164 The Superintendent's Advisory Committee (SAC), consisting of the Superintendent and any additional central office administrator(s) designated by the Superintendent and CEA building representatives or their designees, shall meet to discuss matters of mutual

interest, exchange ideas and information, and work to resolve problems not addressed in the contract. Issues not resolved at a PAC level are suitable for discussion at the SAC meeting. Determination of appropriate meeting times and agenda items will be the responsibility of the Superintendent and Association President.

5.1641 Following execution of this Contract, members of the SAC agree to undergo Labor-Management training through the FMCS.

5.1642 In addition to other matters that come before the SAC, the parties agree to address issues relating to class size, the availability of physical facilities, equipment, desks and/or work stations for students, and the development of collaborative committees on insurance/health care and teacher evaluation/assessment.

5.17 Smoking Policy (New 9-91; Revised 6-94)

All school buildings will be classified as "smoke free" environments. No smoking will be permitted in any of the school buildings in compliance with county, state and federal regulations.

5.18 Personnel Files (New 6-94; Revised 6-97; 6-08; 6-14)

There shall be no more than one (1) personnel file maintained for each employee. The personnel folder (electronic, paper, or both) shall contain records relative to employment, evaluations, certification, transcripts, disciplinary items and other appropriate information. There shall also be a payroll file for items related to payroll, rate of compensation, annuity forms, life and disability insurance, retirement, and tax information. There shall be a confidential file which contains all information concerning employees' health status, including health insurance, mental or physical examinations and treatments. To the extent permitted by law, access of the confidential file is limited to the employee, the employee's supervisor, the Superintendent, and other central office administrators who have a supervisory relationship to the employee and any others authorized by law.

A. Each employee shall have the right, upon written request, to review the contents of his/her own personnel file. Such requests will be made to the Superintendent and scheduled

for a time convenient for the parties. Employees who wish copies of material in their personnel file shall request copies in writing and receive such copies free of charge. The employee may be accompanied by a representative of the Association. A member of the Administration must be present.

- B. Items may not be placed in an employee's personnel file unless the item has been made known to the employee. Employees may make written objections to any information contained in the file with twenty (20) days. Any written objections to any information contained in the file must be signed by the staff member and will become part of the employee's personnel file. Anonymous material or material from an unidentified source and/or unauthorized source will not be placed in a staff member's file.
- C. Employees wishing to appeal material in their record shall make a request in writing to the Superintendent and specify the name and date of the materials to be appealed, and the reason for the appeal. The Records Commission shall hear the appeal and make a determination within ninety days of the appeal.
- D. Employees will be notified of a request to review their personnel file.

5.19 Inclusion (New 6-97)

Consistent with requirements under federal and state law, the administration shall make a reasonable effort to equitably assign children with disabilities to classrooms at each grade and/or subject level. The administration shall notify each teacher at the respective grade level and/or affected building regarding IEP meetings. This will provide the teacher with the opportunity to participate in the development of the IEP and be present at the IEP meetings. Teachers will be notified of all classroom assignments as soon as assignments are made by the building principals. Any teacher assigned a child with a disability may ask for review of an IEP if the student does not appear to be making appropriate progress and/or passing the class.

Teachers shall not be required to dispense medication and/or administer medical procedures normally administered by specialized professional personnel. Exceptions may apply during emergency situations.

Any regular classroom teacher who takes college courses in special education shall receive tuition reimbursement provided prior approval has been granted by the Superintendent. A copy of the official transcript of all credits earned and verification of payment of tuition must be filed with the Treasurer's office prior to receiving reimbursement.

5.20 Building Reconfigurations (New 5-00; 12-03; 6-14)

When the administration determines that a school should be reconfigured, the Association President will be notified and affected teachers and principal shall collaboratively determine classroom assignments. The CEA Executive Committee shall appoint one teacher from each grade level in the affected building(s) to work collaboratively on these assignments with the administration. If the building teachers and principal cannot agree, the issue shall be referred to the PAC and/or SAC.

5.21 Teacher Certificates/Licenses (New 5-00; Revised 12-03; 6-08; 6-14)

A teacher will maintain all certified/licensed areas with which they were hired unless mutually agreed upon by Superintendent. If the Board has not exercised its right to utilize a teacher in a particular area of certification/licensure for 10 years or more, the teacher has the option to drop that certification/licensure. In the absence of exigent circumstances, such as the need to fill a schedule, no teacher will be required to teach in a subject area that he/she has not taught in the last ten (10) years.

All bargaining unit members shall keep current and file with the Superintendent or his/her designee all certificates/licenses held at the time of initial employment by the Board and all certificates/licenses received after such employment, except as set forth above. If a member permits a required certificate(s)/license(s) to expire without renewal, placement on the seniority list is waived for that area(s) of certification/licensure. Conversely, when certificates/licenses are renewed, the member will return to the appropriate placement on the seniority list. It shall be the responsibility of each member to apply and qualify for the renewal of any required certificate/license in a timely fashion and to file such certificate/license as herein provided. No right or privilege shall be asserted by a member by reason of any certificate/license not filed by the member as provided herein.

5.22 Safety (New 12-03)

To the extent required by the State's Occupational Safety and Health Act (OSHA), the Board shall maintain a work environment free from recognized hazards causing or likely to cause death or serious injury. In addition, the Board shall maintain policies and practices that comply and are consistent with the regulations issued by the Public Employment Risk Reduction Advisory Committee (PERRAC). To the extent required by law, bargaining unit members shall also comply with OSHA regulations and any reasonable safety rules established by the Board to comply with state OSHA requirements.

5.23 Tutors (New 12-03)

Tutors currently employed by the Board may apply for a regular teaching position for which she/he holds a certificate/license when openings arise. Tutors who are employed by the Board in regular teaching positions shall be placed upon the teachers' salary schedule commensurate with their level of training and years of experience in accordance with state law.

5.24 Complaint Procedure (New 12-03)

- A. Persons with complaints against teachers shall be encouraged to first discuss the complaint with the teacher and the teacher shall be informed of both the complaint and the identity of the complainant. If not resolved, the complaint will go to the building principal and then, if necessary, to the Superintendent or his/her designee.
- B. No complaint shall be used in any evaluation or for any personnel decision without first identifying the source and substantiating the complaint through investigation.
- C. A plan for dealing with any verified deficiencies arising from a complaint investigation shall be developed by the administration and the teacher, consistent with Sections 5.055 and 5.054. If the administration and the teacher are unable to agree, the matter will be handled as determined by the administration.
- D. At any time a teacher is asked to meet with an administrator concerning a complaint, the teacher shall have the right to Association representation.
- E. This Article does not apply in the event of an investigation conducted by any governmental agency.

5.25 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE
(New 6-08)

In compliance with Ohio Revised Code, the Canfield Local Professional Development Committee (CLPDC) is hereby created to administer the professional development of all educators employed by the District, according to the provisions of this Article. As used in this Article, "educator" means all persons employed by the School District in positions for which a certificate or license is required by the Ohio Department of Education, including administrators and those requiring course work and/or continuing education units for issuance or renewal of license. The CLPDC approval of course work for licensure is separate and apart from the approval of coursework for salary schedule purposes.

A. Committee Composition: Three Teachers, Two Administrators

1. The CLPDC shall be composed of seven members: five teacher representatives, one administrator representative and the Superintendent or designee as a permanent member.
2. The teacher representatives will be selected by the Association President; the administrator representative and designee, if any, will be selected by the Superintendent. The preference of the parties is that one of the teacher representatives shall be from each building at the elementary level, one from the middle school level and one from the high school level. The fifth member will be selected from the middle or high school level. The Association will take that preference into consideration when making its selection of teacher members on the CLPDC, but is not bound to selecting a teacher from each level. Representatives will serve for two (2) or (3) three-year terms which are staggered so that the committee will maintain continuity. Representatives may serve more than one term.
3. When an administrator's Professional Development Plan is being considered, the Superintendent will appoint two additional administrators to the CLPDC and two teacher members of the Committee will not participate in the process.

B. Committee Procedures

The CLPDC shall adopt rules and such forms as may be

appropriate for the conduct of the business of the Committee.

C. Compensation

For work outside the regular teacher workday, members of the CLPDC shall be compensated for services as members of the Committee at an hourly rate as set by current contract language.

D. Training

Committee members shall be afforded the opportunity to attend training related to the performance of his/her duties as a member of the CLPDC, subject to the Superintendent's approval. When such training occurs during the regular work day, release time shall be granted.

E. Decisions of CLPDC Not Grievable

No decision of the CLPDC or the CLPDC appeals process (any and all steps) is grievable.

5.26 RESIDENT EDUCATOR (Revised 6-14)

5.2601 The Resident Educator Program is a four-year program designed to provide newly licensed Ohio educators quality mentoring and guidance. Successful completion of the residency program is required to advance to a five-year professional educator license.

5.2602 Each teacher hired new to the Canfield School System, who has not completed a Mentor/Resident Educator program, will have a mentor appointed for him/her by the Superintendent after consultation with the Resident Educator Program Coordinator (REPC). The mentor will be a teacher of no less than three years' experience and will have completed the necessary training provided by the state of Ohio through the county office.

5.2603 The mentor will work with the Resident Educator, the staff at the county office, the REPC, and other appropriate officials in assisting the Resident Educator in his/her initial years of employment in accordance with the program developed by the state department of education.

5.2604 Mentors and the REPC ("Lead Mentor") will be compensated according to the supplemental salary schedule (Article 6.04).

5.2605 The assigned mentor shall collaborate with the building principal and other staff members, as appropriate, to assist the Resident Educator in the successful completion of his/her responsibilities. The mentor shall not be involved in the formal teacher evaluation process.

5.2606 The responsibilities of the mentor shall include, but not be limited to, the following:

1. Participation in mentorship training.
2. Accessibility to the Resident Educator on a daily basis with occasional classroom observation, and consultations with the Resident Educator above and beyond the school day.
3. Keeping a log of all classroom visits and consultations, submitting the same to the Superintendent upon request and at the conclusion of the school year for supplemental salary justification.

5.2607 The REPC will coordinate the activities of the mentors under the guidance and direction of the county (MCESC) and the Canfield District office.

5.2608 General Provisions

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
3. Neither the REPC nor any Mentor Teacher shall not participate in the District's evaluation of any Resident Educator.
4. Neither the REPC nor any Mentor Teacher shall not be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

5. Neither the REPC nor any No Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator or REPC/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher or the REPC shall constitute grounds for immediate removal from his/her role as Mentor Teacher or REPC.
6. At any time, if either the Building Principal or Mentor Teacher REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the CEA President and they shall have the authority to end the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Mentor whose position is ended and/or any Mentor beginning an assignment after the start of the year will be paid in proportion to time served in that role.
7. The REPC and all Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
8. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.

5.27 Tuition-Free Enrollment for Non-Resident Teachers (New 6-14)

Effective with the 2014-2015 school year, full-time bargaining unit members who are not District residents shall be permitted to enroll their school aged children into the Canfield Local Schools tuition free.

ARTICLE VI SALARY AND FRINGE BENEFITS

6.01 Salary Schedule Implementation

6.011 Salary Notices (Revised 6-94)

The annual salary notice will be provided to each employee by July 1 in accordance with the provisions of Ohio Revised Code 3319.12 and shall specify the salaries to be paid for regular teaching duties unless salary negotiations have not been completed for the following contract year. All employees will receive an annual salary notice as soon after the completion of salary negotiations as possible but not later than the first day of the school year. Said salary notice shall include the number of unused sick leave days which have been credited towards severance pursuant to 4.027 - Sick Leave Conservation Incentive.

6.012 Notification (Revised 6-94; 6-97; 12-03; 6-08; 6-14)

All employees will receive pay through electronic direct deposit. Payroll notification documentation will indicate the total earnings of that employee up to the date of issue and sick leave and personal leave balances. Payroll notification documentation shall be distributed to employees on the Friday following the end of the biweekly pay period through electronic mail to the employee's school email account and up to two (2) additional email accounts provided by the employee for that purpose to the office of the Treasurer. Employees will also have their net pay posted at their financial institution on the Friday following the end of the biweekly pay period.

There will be 26 pay periods per year, except in "skip-pay" years, wherein there will be 27.

6.013 Payroll Deductions (Revised 10-88; 6-97)

A. Payroll deductions will be made for the following:

1. U. S. Savings Bonds
2. Credit Union
3. United Appeal Fund
4. Canceraid
5. CEA Dues
6. FCPE
7. Tax-Sheltered Annuities

8. Educators Mutual
9. Ohio Tuition Trust Authority (OTTA)
10. Purchased Service for STRS

B. Deductions for tax-sheltered annuities:

1. Employees may enroll with any company that is currently registered with the Canfield Board of Education.
2. In order to enroll with a company not currently registered with the Canfield Board of Education, at least four (4) employees must request enrollment.
3. Salary deductions will be made the first two pays of every month for a total of 24 deductions per year.

C. New deduction categories will be made upon request of ten (10) or more employees.

6.02 CERTIFIED SALARY SCHEDULE

2014-15

Base = \$34,352 1.00% Increase

STEP	B.S. DEGREE		150 HOURS		MASTERS	
0	1.00	34,352	1.050	36,070	1.10	37,787
1	1.05	36,070	1.105	37,959	1.16	39,848
2	1.10	37,787	1.160	39,848	1.22	41,909
3	1.15	39,505	1.215	41,738	1.28	43,971
4	1.20	41,222	1.270	43,627	1.34	46,032
5	1.25	42,940	1.325	45,516	1.40	48,093
6	1.30	44,658	1.380	47,406	1.46	50,154
7	1.35	46,375	1.435	49,295	1.52	52,215
8	1.40	48,093	1.490	51,184	1.58	54,276
9	1.45	49,810	1.545	53,074	1.64	56,337
10	1.50	51,528	1.600	54,963	1.70	58,398
11	1.55	53,246	1.655	56,853	1.76	60,460
12	1.60	54,963	1.710	58,742	1.82	62,521
13	1.65	56,681	1.765	60,631	1.88	64,582
14	1.70	58,398	1.820	62,521	1.94	66,643
19	1.73	59,429	1.860	63,895	1.98	68,017
24	1.77	60,803	1.890	64,925	2.02	69,391

Work Beyond the Masters Degree

1. .01 times Bachelor's base pay for each module (2 semester hours or 3 quarter hours) recognized by the Board of Education.
2. Maximum of 25 modules (See 6.022, Module Pay Definition).

6.02 CERTIFIED SALARY SCHEDULE

2015-16

Base = \$34,696 1.00% Increase

STEP	B.S. DEGREE		150 HOURS		MASTERS	
0	1.00	34,696	1.050	36,431	1.10	38,166
1	1.05	36,431	1.105	38,339	1.16	40,247
2	1.10	38,166	1.160	40,247	1.22	42,329
3	1.15	39,900	1.215	42,156	1.28	44,411
4	1.20	41,635	1.270	44,064	1.34	46,493
5	1.25	43,370	1.325	45,972	1.40	48,574
6	1.30	45,105	1.380	47,880	1.46	50,656
7	1.35	46,840	1.435	49,789	1.52	52,738
8	1.40	48,574	1.490	51,697	1.58	54,820
9	1.45	50,309	1.545	53,605	1.64	56,901
10	1.50	52,044	1.600	55,514	1.70	58,983
11	1.55	53,779	1.655	57,422	1.76	61,065
12	1.60	55,514	1.710	59,330	1.82	63,147
13	1.65	57,248	1.765	61,238	1.88	65,228
14	1.70	58,983	1.820	63,147	1.94	67,310
19	1.73	60,024	1.860	64,535	1.98	68,698
24	1.77	61,412	1.890	65,575	2.02	70,086

Work Beyond the Masters Degree

1. .01 times Bachelor's base pay for each module (2 semester hours or 3 quarter hours) recognized by the Board of Education.
2. Maximum of 25 modules (See 6.022, Module Pay Definition).

6.02 CERTIFIED SALARY SCHEDULE

2016-17

Base = \$35,390 2.00% Increase

STEP	B.S. DEGREE		150 HOURS		MASTERS	
0	1.00	35,390	1.050	37,160	1.10	38,929
1	1.05	37,160	1.105	39,106	1.16	41,052
2	1.10	38,929	1.160	41,052	1.22	43,176
3	1.15	40,699	1.215	42,999	1.28	45,299
4	1.20	42,468	1.270	44,945	1.34	47,423
5	1.25	44,238	1.325	46,892	1.40	49,546
6	1.30	46,007	1.380	48,838	1.46	51,669
7	1.35	47,777	1.435	50,785	1.52	53,793
8	1.40	49,546	1.490	52,731	1.58	55,916
9	1.45	51,316	1.545	54,678	1.64	58,040
10	1.50	53,085	1.600	56,624	1.70	60,163
11	1.55	54,855	1.655	58,570	1.76	62,286
12	1.60	56,624	1.710	60,517	1.82	64,410
13	1.65	58,394	1.765	62,463	1.88	66,533
14	1.70	60,163	1.820	64,410	1.94	68,657
19	1.73	61,225	1.860	65,825	1.98	70,072
24	1.77	62,640	1.890	66,887	2.02	71,488

Work Beyond the Masters Degree

1. .01 times Bachelor's base pay for each module (2 semester hours or 3 quarter hours) recognized by the Board of Education.
2. Maximum of 25 modules (See 6.022, Module Pay Definition).

In addition, in each year of this contract, ending with the 2016-2017 contract year, all teachers who are not awarded a vertical step increase will receive a \$500 stipend payable in November. Said stipend will be salary for STRS purposes but will not become a part of the teacher's salary rate.

**6.021 Full-Time* Tutor or LD Tutor Salary Schedule
(*30 or more hours per week)**

STEP	2014-15	2015-16	2016-17
0	17.15	17.32	17.67
1	18.70	18.89	19.27
2	20.29	20.49	20.90
3	21.84	22.06	22.50
4	23.39	23.62	24.09

6.022 Module Pay

A. Purpose (Revised 6-14)

The purpose of module pay is to improve the instructional proficiency of the Canfield Schools' staff by providing a means to encourage additional course work beyond the master's degree. The parties agree that such pay shall only be provided for legitimate pre-approved educational work completed by teachers through appropriately credentialed institutions.

B. Definition (Revised 10-88; 6-94)

A module shall be defined as two semester hours or three quarter hours of approved course work or a module equivalent activity as defined in the LPDC guidelines, completed after an employee has earned a master's degree. The courses must be taken in conjunction with an accredited college or university.

C. Committee Membership and Meeting Schedule

The module committee is the LPDC as established in 1998 in accordance with S.B. 230.

D. Compensation (Revised 10-88; 9-91; 6-94; 6-08)

The Board of Education shall compensate an employee for each module (two semester or three quarter hours beyond the master's degree) earned.

The salary increment will be calculated by multiplying one/hundredth (.01) times the bachelor's minimum salary in effect at the beginning of the school year in which the module is credited to the employee. The maximum number of modules that an employee may earn is twenty-five (25).

E. Module Equivalents and Procedures (New 6-94)

As outlined in the LPDC guidelines.

F. College Credit Reimbursement (Revised 12-03; 6-14)

1. Tuition reimbursement will be made for all accredited college courses beyond a masters degree with the approval of the LPDC committee, up to an annual amount of \$10,000 on a first-come, first served basis with no carryover.

a. Module approved courses are not eligible for tuition reimbursement.

b. Tuition reimbursement will be limited to 6 semester hours or 9 quarter hours per year (September 1 through August 31).

2. Reimbursement will be made twice a year (December and June). A copy of the official transcript of all credits earned and verification of payment of tuition must be filed with the Treasurer's office prior to receiving reimbursement.

6.023 Inservice Training Stipend (Revised 10-88; 9-91; 6-94; 6-97; 12-03; 6-14)

The Board of Education may provide inservice training stipends for all certificated/licensed staff members who successfully complete an inservice training program sponsored by or approved by the Canfield Board of Education unless this training is taken for module pay. All inservice training programs must have prior approval of the Superintendent or designee; successful completion must also be verified by the Superintendent. Staff members will be compensated at the rate of \$25.00 per hour up to a maximum of 15 hours of inservice

training per school year (July 1 to June 30). Additional hours may be granted with the Superintendent's approval. Reimbursements will be made twice yearly in December and June.

6.024 Hourly Wage (New 10-88; Revised 9-91; 6-94; 6-97; 5-00; 6-08)

When members of the Bargaining Unit perform work which is paid at an hourly rate, the rate of pay for said hourly work shall be \$25.00 per hour. Any new Board proposal must be accepted by the Association before a job is to be paid at the hourly rate.

Elementary teachers may receive an hourly rate for parent inservice programs held outside of regular school hours, excluding Fall Open House/activities. Prior approval must be granted by the building Principal.

6.025 Payment of Athletic Salaries (Revised 6-14)

Certified/licensed staff on the Athletic Salary Schedule shall be paid in two (2) equal installments, one at the middle of the season and one at the end of the season. Should the staff member wish to be paid in one payment at the end of the season, it is the sole responsibility of the certified staff to notify the Treasurer within thirty (30) days of Board approval of this choice.

Certified/licensed staff on the Extra-Curricular Salary Schedule shall be paid in twenty-six (26) equal installments.

6.03 Athletic Salary Schedule

2014-15 School Year

Class	Position	INDEX RATING		PAY EQUIVALENT	
		Years	Years	Years	Years
		Exp.	Exp.	Exp.	Exp.
		0-1	2-3	0-1	2-3
	Athletic Director			36 days extended time	
	CMS Athletic Coordinator (.65 time)	0.0715	0.0845	2,456	2,903
1	Football - 1 Head Coach	0.21	0.25	7,214	8,588
1	Football - 4 Varsity Asst. Coaches	0.11	0.15	3,779	5,153
1	Football - 2 Freshman Coaches	0.10	0.12	3,435	4,122
1	Football - 2 M.S. Coaches	0.09	0.11	3,092	3,779
1	Boys Basketball - 1 Head Coach	0.21	0.25	7,214	8,588
1	Boys Basketball - 1 JV Coach	0.11	0.15	3,779	5,153
1	Boys Basketball - 1 Fr. Coach	0.10	0.12	3,435	4,122
1	Boys Basketball - 1 8th Gr. Coach	0.09	0.11	3,092	3,779
1	Boys Basketball - 1 7th Gr. Coach	0.09	0.11	3,092	3,779
1	Boys Basketball - 1 Saturday Coordinator	0.03	0.04	1,031	1,374
1	Girls Basketball - 1 Head Coach	0.21	0.25	7,214	8,588
1	Girls Basketball - 1 JV Coach	0.11	0.15	3,779	5,153
1	Girls Basketball - 1 Fr. Coach	0.10	0.12	3,435	4,122
1	Girls Basketball - 1 8th Gr. Coach	0.09	0.11	3,092	3,779
1	Girls Basketball - 1 7th Gr. Coach	0.09	0.11	3,092	3,779
1	Girls Basketball - 1 Saturday Coordinator	0.03	0.04	1,031	1,374
2	Baseball - 1 Head Coach	0.15	0.18	5,153	6,183
2	Baseball - 1 JV Coach	0.10	0.12	3,435	4,122
2	Baseball - 1 Freshman Coach	0.09	0.11	3,092	3,779
2	Softball - 1 Head Coach	0.15	0.18	5,153	6,183
2	Softball - 1 JV Coach	0.10	0.12	3,435	4,122
2	Softball - 1 Freshman Coach	0.09	0.11	3,092	3,779
2	Track - 1 Head Girls Coach	0.15	0.18	5,153	6,183
2	Track - 1 Head Boys Coach	0.15	0.18	5,153	6,183
2	Track - 3 Assistant Coaches	0.10	0.12	3,435	4,122
2	Track - 4 Middle School Coaches	0.08	0.10	2,748	3,435
2	Wrestling - 1 Head Coach	0.15	0.18	5,153	6,183
2	Wrestling - 1 JV Coach	0.10	0.12	3,435	4,122
2	Wrestling - 1 Freshman Coach	0.09	0.11	3,092	3,779
2	Wrestling - 2 M.S. Coaches	0.08	0.10	2,748	3,435
3	Boys Soccer - 1 Head Coach	0.14	0.17	4,809	5,840
3	Boys Soccer - 1 JV Coach	0.09	0.11	3,092	3,779
3	Girls Soccer - 1 Head Coach	0.14	0.17	4,809	5,840
3	Girls Soccer - 1 JV Coach	0.09	0.11	3,092	3,779
3	Volleyball - 1 Head Coach	0.14	0.17	4,809	5,840
3	Volleyball - 1 JV Coach	0.09	0.11	3,092	3,779
3	Volleyball - 1 Freshman Coach	0.08	0.10	2,748	3,435
3	Volleyball - 1 8th Grade Coach	0.07	0.09	2,405	3,092
3	Volleyball - 1 7th Grade Coach	0.07	0.09	2,405	3,092
3	Swimming - 1 Head Coach	0.14	0.17	4,809	5,840
3	Swimming - 1 Assistant Coach	0.09	0.11	3,092	3,779
4	Cross Country - 1 Head Coach	0.11	0.13	3,779	4,466
4	Cross Country - 1 M.S. Coach	0.06	0.08	2,061	2,748
4	Boys Tennis - 1 Head Coach	0.11	0.13	3,779	4,466
4	Girls Tennis - 1 Head Coach	0.11	0.13	3,779	4,466

4 Boys Golf - 1 Head Coach	0.11	0.13	3,779	4,466
4 Girls Golf - 1 Head Coach	0.11	0.13	3,779	4,466
5 Cheerleading - 2 H.S. Advisors	0.09	0.12	3,092	4,122
5 Cheerleading - 2 M.S. Advisors	0.05	0.07	1,718	2,405
Timers and Scorers			\$30.00 per contest	
Ticket Manager	0.14	0.16	4,809	5,496

Class 1 - (21%/25%) Football, Boys Basketball, Girls Basketball

Class 2 - (15%/18%) Baseball, Track, Wrestling, Softball

Class 3 - (14%/17%) Swimming, Soccer, Volleyball

Class 4 - (11%/13%) Cross Country, Boys Tennis, Girls Tennis, Boys Golf, Girls Golf

Class 5 - (9%/12%) Cheerleading Advisors

In determining years of experience credited to teachers for compensation for carrying out extra-curricular duties, the Board shall grant one (1) year of credit for each year of experience earned in an equivalent position, whether it be earned inside or outside the Canfield Local Schools. Administrative discretions may be used for granting more than the required minimum.

6.03 Athletic Salary Schedule

2015-16 School Year

Class	Position	INDEX RATING		PAY EQUIVALENT	
		Years	Years	Years	Years
		Exp.	Exp.	Exp.	Exp.
		0-1	2-3	0-1	2-3
	Athletic Director			36 days extended time	
	CMS Athletic Coordinator (.65 time)	0.0715	0.0845	2,481	2,932
1	Football - 1 Head Coach	0.21	0.25	7,286	8,674
1	Football - 4 Varsity Asst. Coaches	0.11	0.15	3,817	5,204
1	Football - 2 Freshman Coaches	0.10	0.12	3,470	4,164
1	Football - 2 M.S. Coaches	0.09	0.11	3,123	3,817
1	Boys Basketball - 1 Head Coach	0.21	0.25	7,286	8,674
1	Boys Basketball - 1 JV Coach	0.11	0.15	3,817	5,204
1	Boys Basketball - 1 Fr. Coach	0.10	0.12	3,470	4,164
1	Boys Basketball - 1 8th Gr. Coach	0.09	0.11	3,123	3,817
1	Boys Basketball - 1 7th Gr. Coach	0.09	0.11	3,123	3,817
1	Boys Basketball - 1 Saturday Coordinator	0.03	0.04	1,041	1,388
1	Girls Basketball - 1 Head Coach	0.21	0.25	7,286	8,674
1	Girls Basketball - 1 JV Coach	0.11	0.15	3,817	5,204
1	Girls Basketball - 1 Fr. Coach	0.10	0.12	3,470	4,164
1	Girls Basketball - 1 8th Gr. Coach	0.09	0.11	3,123	3,817
1	Girls Basketball - 1 7th Gr. Coach	0.09	0.11	3,123	3,817
1	Girls Basketball - 1 Saturday Coordinator	0.03	0.04	1,041	1,388
2	Baseball - 1 Head Coach	0.15	0.18	5,204	6,245
2	Baseball - 1 JV Coach	0.10	0.12	3,470	4,164
2	Baseball - 1 Freshman Coach	0.09	0.11	3,123	3,817
2	Softball - 1 Head Coach	0.15	0.18	5,204	6,245
2	Softball - 1 JV Coach	0.10	0.12	3,470	4,164
2	Softball - 1 Freshman Coach	0.09	0.11	3,123	3,817
2	Track - 1 Head Girls Coach	0.15	0.18	5,204	6,245
2	Track - 1 Head Boys Coach	0.15	0.18	5,204	6,245
2	Track - 3 Assistant Coaches	0.10	0.12	3,470	4,164
2	Track - 4 Middle School Coaches	0.08	0.10	2,776	3,470
2	Wrestling - 1 Head Coach	0.15	0.18	5,204	6,245
2	Wrestling - 1 JV Coach	0.10	0.12	3,470	4,164
2	Wrestling - 1 Freshman Coach	0.09	0.11	3,123	3,817
2	Wrestling - 2 M.S. Coaches	0.08	0.10	2,776	3,470
3	Boys Soccer - 1 Head Coach	0.14	0.17	4,857	5,898
3	Boys Soccer - 1 JV Coach	0.09	0.11	3,123	3,817
3	Girls Soccer - 1 Head Coach	0.14	0.17	4,857	5,898
3	Girls Soccer - 1 JV Coach	0.09	0.11	3,123	3,817
3	Volleyball - 1 Head Coach	0.14	0.17	4,857	5,898
3	Volleyball - 1 JV Coach	0.09	0.11	3,123	3,817
3	Volleyball - 1 Freshman Coach	0.08	0.10	2,776	3,470
3	Volleyball - 1 8th Grade Coach	0.07	0.09	2,429	3,123
3	Volleyball - 1 7th Grade Coach	0.07	0.09	2,429	3,123
3	Swimming - 1 Head Coach	0.14	0.17	4,857	5,898
3	Swimming - 1 Assistant Coach	0.09	0.11	3,123	3,817
4	Cross Country - 1 Head Coach	0.11	0.13	3,817	4,510
4	Cross Country - 1 M.S. Coach	0.06	0.08	2,082	2,776
4	Boys Tennis - 1 Head Coach	0.11	0.13	3,817	4,510
4	Girls Tennis - 1 Head Coach	0.11	0.13	3,817	4,510

4 Boys Golf - 1 Head Coach	0.11	0.13	3,817	4,510
4 Girls Golf - 1 Head Coach	0.11	0.13	3,817	4,510
5 Cheerleading - 2 H.S. Advisors	0.09	0.12	3,123	4,164
5 Cheerleading - 2 M.S. Advisors	0.05	0.07	1,735	2,429
Timers and Scorers			\$30.00 per contest	
Ticket Manager	0.14	0.16	4,857	5,551

Class 1 - (21%/25%) Football, Boys Basketball, Girls Basketball

Class 2 - (15%/18%) Baseball, Track, Wrestling, Softball

Class 3 - (14%/17%) Swimming, Soccer, Volleyball

Class 4 - (11%/13%) Cross Country, Boys Tennis, Girls Tennis, Boys Golf, Girls Golf

Class 5 - (9%/12%) Cheerleading Advisors

In determining years of experience credited to teachers for compensation for carrying out extra-curricular duties, the Board shall grant one (1) year of credit for each year of experience earned in an equivalent position, whether it be earned inside or outside the Canfield Local Schools. Administrative discretions may be used for granting more than the required minimum.

6.03 Athletic Salary Schedule

2016-17 School Year

Base 35,390		INDEX RATING		PAY EQUIVALENT	
Class	Position	Years	Years	Years	Years
		Exp.	Exp.	Exp.	Exp.
		0-1	2-3	0-1	2-3
	Athletic Director			36 days extended time	
	CMS Athletic Coordinator (.65 time)	0.0715	0.0845	2,530	2,990
1	Football - 1 Head Coach	0.21	0.25	7,432	8,848
1	Football - 4 Varsity Asst. Coaches	0.11	0.15	3,893	5,309
1	Football - 2 Freshman Coaches	0.10	0.12	3,539	4,247
1	Football - 2 M.S. Coaches	0.09	0.11	3,185	3,893
1	Boys Basketball - 1 Head Coach	0.21	0.25	7,432	8,848
1	Boys Basketball - 1 JV Coach	0.11	0.15	3,893	5,309
1	Boys Basketball - 1 Fr. Coach	0.10	0.12	3,539	4,247
1	Boys Basketball - 1 8th Gr. Coach	0.09	0.11	3,185	3,893
1	Boys Basketball - 1 7th Gr. Coach	0.09	0.11	3,185	3,893
1	Boys Basketball - 1 Saturday Coordinator	0.03	0.04	1,062	1,416
1	Girls Basketball - 1 Head Coach	0.21	0.25	7,432	8,848
1	Girls Basketball - 1 JV Coach	0.11	0.15	3,893	5,309
1	Girls Basketball - 1 Fr. Coach	0.10	0.12	3,539	4,247
1	Girls Basketball - 1 8th Gr. Coach	0.09	0.11	3,185	3,893
1	Girls Basketball - 1 7th Gr. Coach	0.09	0.11	3,185	3,893
1	Girls Basketball - 1 Saturday Coordinator	0.03	0.04	1,062	1,416
2	Baseball - 1 Head Coach	0.15	0.18	5,309	6,370
2	Baseball - 1 JV Coach	0.10	0.12	3,539	4,247
2	Baseball - 1 Freshman Coach	0.09	0.11	3,185	3,893
2	Softball - 1 Head Coach	0.15	0.18	5,309	6,370
2	Softball - 1 JV Coach	0.10	0.12	3,539	4,247
2	Softball - 1 Freshman Coach	0.09	0.11	3,185	3,893
2	Track - 1 Head Girls Coach	0.15	0.18	5,309	6,370
2	Track - 1 Head Boys Coach	0.15	0.18	5,309	6,370
2	Track - 3 Assistant Coaches	0.10	0.12	3,539	4,247
2	Track - 4 Middle School Coaches	0.08	0.10	2,831	3,539
2	Wrestling - 1 Head Coach	0.15	0.18	5,309	6,370
2	Wrestling - 1 JV Coach	0.10	0.12	3,539	4,247
2	Wrestling - 1 Freshman Coach	0.09	0.11	3,185	3,893
2	Wrestling - 2 M.S. Coaches	0.08	0.10	2,831	3,539
3	Boys Soccer - 1 Head Coach	0.14	0.17	4,955	6,016
3	Boys Soccer - 1 JV Coach	0.09	0.11	3,185	3,893
3	Girls Soccer - 1 Head Coach	0.14	0.17	4,955	6,016
3	Girls Soccer - 1 JV Coach	0.09	0.11	3,185	3,893
3	Volleyball - 1 Head Coach	0.14	0.17	4,955	6,016
3	Volleyball - 1 JV Coach	0.09	0.11	3,185	3,893
3	Volleyball - 1 Freshman Coach	0.08	0.10	2,831	3,539
3	Volleyball - 1 8th Grade Coach	0.07	0.09	2,477	3,185
3	Volleyball - 1 7th Grade Coach	0.07	0.09	2,477	3,185
3	Swimming - 1 Head Coach	0.14	0.17	4,955	6,016
3	Swimming - 1 Assistant Coach	0.09	0.11	3,185	3,893
4	Cross Country - 1 Head Coach	0.11	0.13	3,893	4,601
4	Cross Country - 1 M.S. Coach	0.06	0.08	2,123	2,831
4	Boys Tennis - 1 Head Coach	0.11	0.13	3,893	4,601
4	Girls Tennis - 1 Head Coach	0.11	0.13	3,893	4,601

4 Boys Golf - 1 Head Coach	0.11	0.13	3,893	4,601
4 Girls Golf - 1 Head Coach	0.11	0.13	3,893	4,601
5 Cheerleading - 2 H.S. Advisors	0.09	0.12	3,185	4,247
5 Cheerleading - 2 M.S. Advisors	0.05	0.07	1,770	2,477
Timers and Scorers			\$30.00 per contest	
Ticket Manager	0.14	0.16	4,955	5,662

Class 1 - (21%/25%) Football, Boys Basketball, Girls Basketball

Class 2 - (15%/18%) Baseball, Track, Wrestling, Softball

Class 3 - (14%/17%) Swimming, Soccer, Volleyball

Class 4 - (11%/13%) Cross Country, Boys Tennis, Girls Tennis, Boys Golf, Girls Golf

Class 5 - (9%/12%) Cheerleading Advisors

In determining years of experience credited to teachers for compensation for carrying out extra-curricular duties, the Board shall grant one (1) year of credit for each year of experience earned in an equivalent position, whether it be earned inside or outside the Canfield Local Schools. Administrative discretions may be used for granting more than the required minimum.

6.04 Extra-Curricular Salary Schedule 2014-15 School Year

Position	INDEX RATING		PAY EQUIVALENT	
	Years	Years	Years	Years
	Exp.	Exp.	Exp.	Exp.
	0-1	2-3	0-1	2-3
Base	34,352			
H.S. Band Director/Assoc. Marching Band			23 days extended time	
M.S. Band Director/Assoc. Marching Band			20 days extended time	
M.S. Band Director/Assoc. Marching Band			15 days extended time	
Building Department Chairperson	0.07	0.09	2,405	3,092
Yearbook - High School	0.07	0.08	2,405	2,748
Yearbook Middle School	0.05	0.06	1,718	2,061
Reveler	0.03	0.04	1,031	1,374
Newspaper	0.06	0.07	2,061	2,405
Speech & Debate Director	0.11	0.15	3,779	5,153
Speech & Debate Assistant	0.06	0.08	2,061	2,748
Class Play (each)	0.10	0.12	3,435	4,122
Class Play Assistant (each)	0.06	0.08	2,061	2,748
Canfield Players	0.04	0.06	1,374	2,061
Drama - 5th/6th	0.02	0.03	687	1,031
Drama - 7th/8th	0.02	0.03	687	1,031
Y-Teens Director	0.04	0.05	1,374	1,718
Key Club Advisor	0.04	0.05	1,374	1,718
JETS Advisor	0.03	0.04	1,031	1,374
National Honor Society Advisor	0.04	0.05	1,374	1,718
Student Council - High School	0.05	0.07	1,718	2,405
Student Council - High School Assistant	0.03	0.05	1,031	1,718
Student Council - Middle School	0.02	0.03	687	1,031
Senior Class Sponsor	0.10	0.12	3,435	4,122
Junior Class Sponsor	0.07	0.09	2,405	3,092
Musical Productions - H.S. (one per year)	0.04	0.06	1,374	2,061
Musical Productions - M.S. (one per year)	0.04	0.06	1,374	2,061
Interact Club	0.04	0.05	1,374	1,718
Intramural Coordinator - Middle School	0.08	0.08	2,748	2,748
Intramural Coordinator - Middle School Asst.	0.04	0.04	1,374	1,374
Power of Pen Advisors	0.02	0.03	687	1,031
Pep Band - High School	0.03	0.04	1,031	1,374
Auxiliary Unit Advisor	0.06	0.08	2,061	2,748
Percussion Inst. (Summer)	0.03	0.04	1,031	1,374
Academic Challenge Advisor	0.03	0.04	1,031	1,374
Science Club Advisor - Middle School	0.01	0.02	344	687
Harvard UN Advisor	0.03	0.04	1,031	1,374
Coordinator of Student Community	0.05	0.05	1,718	1,718
Service Projects				
Ski Club - Middle School (3 positions)	0.01	0.01	344	344
Mentor	0.02	0.02	687	687
Lead Mentor	0.03	0.03	1,031	1,031

6.04 Extra-Curricular Salary Schedule 2015-16 School Year

Position	INDEX RATING		PAY EQUIVALENT	
	Years	Years	Years	Years
	Exp.	Exp.	Exp.	Exp.
	0-1	2-3	0-1	2-3
H.S. Band Director/Assoc. Marching Band			23 days extended time	
M.S. Band Director/Assoc. Marching Band			20 days extended time	
M.S. Band Director/Assoc. Marching Band			15 days extended time	
Building Department Chairperson	0.07	0.09	2,429	3,123
Yearbook - High School	0.07	0.08	2,429	2,776
Yearbook Middle School	0.05	0.06	1,735	2,082
Reveler	0.03	0.04	1,041	1,388
Newspaper	0.06	0.07	2,082	2,429
Speech & Debate Director	0.11	0.15	3,817	5,204
Speech & Debate Assistant	0.06	0.08	2,082	2,776
Class Play (each)	0.10	0.12	3,470	4,164
Class Play Assistant (each)	0.06	0.08	2,082	2,776
Canfield Players	0.04	0.06	1,388	2,082
Drama - 5th/6th	0.02	0.03	694	1,041
Drama - 7th/8th	0.02	0.03	694	1,041
Y-Teens Director	0.04	0.05	1,388	1,735
Key Club Advisor	0.04	0.05	1,388	1,735
JETS Advisor	0.03	0.04	1,041	1,388
National Honor Society Advisor	0.04	0.05	1,388	1,735
Student Council - High School	0.05	0.07	1,735	2,429
Student Council - High School Assistant	0.03	0.05	1,041	1,735
Student Council - Middle School	0.02	0.03	694	1,041
Senior Class Sponsor	0.10	0.12	3,470	4,164
Junior Class Sponsor	0.07	0.09	2,429	3,123
Musical Productions - H.S. (one per year)	0.04	0.06	1,388	2,082
Musical Productions - M.S. (one per year)	0.04	0.06	1,388	2,082
Interact Club	0.04	0.05	1,388	1,735
Intramural Coordinator - Middle School	0.08	0.08	2,776	2,776
Intramural Coordinator - Middle School Asst.	0.04	0.04	1,388	1,388
Power of Pen Advisors	0.02	0.03	694	1,041
Pep Band - High School	0.03	0.04	1,041	1,388
Auxiliary Unit Advisor	0.06	0.08	2,082	2,776
Percussion Inst. (Summer)	0.03	0.04	1,041	1,388
Academic Challenge Advisor	0.03	0.04	1,041	1,388
Science Club Advisor - Middle School	0.01	0.02	347	694
Harvard UN Advisor	0.03	0.04	1,041	1,388
Coordinator of Student Community Service Projects	0.05	0.05	1,735	1,735
Ski Club - Middle School (3 positions)	0.01	0.01	347	347
Mentor	0.02	0.02	694	694
Lead Mentor	0.03	0.03	1,041	1,041

6.04 Extra-Curricular Salary Schedule 2016-17 School Year

Position	INDEX RATING		PAY EQUIVALENT	
	Years	Years	Years	Years
	Exp.	Exp.	Exp.	Exp.
	0-1	2-3	0-1	2-3
Base	35,390			
H.S. Band Director/Assoc. Marching Band			23 days extended time	
M.S. Band Director/Assoc. Marching Band			20 days extended time	
M.S. Band Director/Assoc. Marching Band			15 days extended time	
Building Department Chairperson	0.07	0.09	2,477	3,185
Yearbook - High School	0.07	0.08	2,477	2,831
Yearbook Middle School	0.05	0.06	1,770	2,123
Reveler	0.03	0.04	1,062	1,416
Newspaper	0.06	0.07	2,123	2,477
Speech & Debate Director	0.11	0.15	3,893	5,309
Speech & Debate Assistant	0.06	0.08	2,123	2,831
Class Play (each)	0.10	0.12	3,539	4,247
Class Play Assistant (each)	0.06	0.08	2,123	2,831
Canfield Players	0.04	0.06	1,416	2,123
Drama - 5th/6th	0.02	0.03	708	1,062
Drama - 7th/8th	0.02	0.03	708	1,062
Y-Teens Director	0.04	0.05	1,416	1,770
Key Club Advisor	0.04	0.05	1,416	1,770
JETS Advisor	0.03	0.04	1,062	1,416
National Honor Society Advisor	0.04	0.05	1,416	1,770
Student Council - High School	0.05	0.07	1,770	2,477
Student Council - High School Assistant	0.03	0.05	1,062	1,770
Student Council - Middle School	0.02	0.03	708	1,062
Senior Class Sponsor	0.10	0.12	3,539	4,247
Junior Class Sponsor	0.07	0.09	2,477	3,185
Musical Productions - H.S. (one per year)	0.04	0.06	1,416	2,123
Musical Productions - M.S. (one per year)	0.04	0.06	1,416	2,123
Interact Club	0.04	0.05	1,416	1,770
Intramural Coordinator - Middle School	0.08	0.08	2,831	2,831
Intramural Coordinator - Middle School Asst.	0.04	0.04	1,416	1,416
Power of Pen Advisors	0.02	0.03	708	1,062
Pep Band - High School	0.03	0.04	1,062	1,416
Auxiliary Unit Advisor	0.06	0.08	2,123	2,831
Percussion Inst. (Summer)	0.03	0.04	1,062	1,416
Academic Challenge Advisor	0.03	0.04	1,062	1,416
Science Club Advisor - Middle School	0.01	0.02	354	708
Harvard UN Advisor	0.03	0.04	1,062	1,416
Coordinator of Student Community	0.05	0.05	1,770	1,770
Service Projects				
Ski Club - Middle School (3 positions)	0.01	0.01	354	354
Mentor	0.02	0.02	708	708
Lead Mentor	0.03	0.03	1,062	1,062

6.05 Activity Pay (Revised 10-88; 6-94; 6-97; 6-08)

- 6.051 Activity supervision pay will be \$35.00 per duty.
- 6.052 By May 1, all activities for the succeeding school year throughout the system requiring teacher supervision will be posted in each building. Teachers shall be given until May 30 to sign up for activities they wish to supervise. Using seniority as a consideration, building principals will finalize the assignments.
- 6.053 Activities for which teachers have not signed during the voluntary sign up period (May 1 - 30) shall be made available to the classified staff during the first two weeks of June.
- 6.054 Building principals will finalize the assignments.
- 6.055 Any additional duties which occur after completion of the master list will be filled on a voluntary, emergency basis and be assigned by the building principal or his/her designee.
- 6.056 The Treasurer will pay said activity amounts no later than the second pay in June for the school year just ended.

6.06 Travel Expenses for School Business (Revised 10-88; 9-91; 6-97; 12-03; 6-08; 6-14)

Pre-approved travel expenses for school-related business shall be reimbursed to the employee upon presentation of itemized receipts and a conforming "Request for Payment of Travel Expenses," (Appendix E), according to the following rates:

Meals (overnight only) – up to the following amounts:

\$55.00 per day	<u>RECEIPT REQUIRED</u>
	(Breakfast \$15.00)
	(Lunch \$15.00)
	(Dinner \$25.00)

*Maximum tip allowed – 15%; Sales tax not reimbursed – exemption forms provided upon request.

Lodging RECEIPT REQUIRED
Reasonable Usual Customary rate to a maximum of \$120/night

Mileage At IRS rate in effect at the time of travel.

School car must be used if available; if personal vehicle is used when a school car is available, there will be no mileage reimbursement. Car pooling is encouraged.

**Registration Usual Customary Rate RECEIPT REQUIRED
(UCR)**

**ADVANCE APPROVAL BY
SUPERINTENDENT REQUIRED.**

The employee shall also be reimbursed for all other necessary, actual and incidental expenses incurred during school-related travel including, but not limited to, tolls and parking.

Mileage shall be paid only when school vehicles are not available. Six hundred miles are maximum allowed for reimbursement.

Where sizeable outlays of monies (greater than \$250.00) from personal finances to cover school-related business are necessary, the employee may apply for a cash advance from the Treasurer to cover part or all of these expenses. Receipts, sales slips and/or vouchers must be submitted to the Treasurer to cover any such advance.

6.07 Severance Pay (Revised 10-88; 6-94; 6-97; 6-08; 6-14)

Upon notification from the STRS of a Bargaining Unit member's retirement from Canfield Schools, Canfield Board of Education shall pay a one lump sum severance pay as outlined below.

1. The severance pay shall be sixty percent (60%) of the value of the retiree's accrued, but unused sick leave to a maximum of sixty (60) days multiplied by the member's daily rate.
2. Payment shall be made no later than six (6) weeks after the last working day prior to severance.
3. Eligibility for severance pay extends to any employee on the teachers' salary schedule who has had ten (10) years' continuous service credit in the Canfield Schools prior to retirement.
4. Full payment at severance shall be considered to eliminate all sick leave credit. Such payment shall be made only once to any teacher.

5. If any eligible employee should die while actively employed by the District, 1/2 the severance pay shall be paid as a death benefit to his/her beneficiary (as designated for the group life insurance policy) in addition to any other death benefits within the contract.
6. Daily rate is to be determined by dividing the employee's base pay including module pay by 184.

6.08 Employee Insurances

6.081 General Coverage (Revised 10-88; 9-91; 6-94; 6-97; 12-03; 6-14)

The Board shall provide all members of the Employee Unit with the insurance coverages consisting of health, prescription, dental and vision coverage.

A. Premiums

All employees will pay 10% of the premium for comprehensive hospitalization-physician benefits – major medical/dental, vision and prescription (the MCSEIC plan) effective July 1, 2014. The schedule of benefits for the MCSEIC is set forth in Appendix "K".

For the 2014-2015 and 2015-16 contract years, bargaining unit members eligible and participating in the Board's insurance plan will receive a health insurance adjustment stipend in the amount equal to the total premium contribution cost paid by the employee for vision, dental and prescription coverage. Such stipend will be payable with the first payroll of July at the completion of the year of such coverage. Prorated amounts will be paid to those not covered for the full contract year.

Effective no later than January 1, 2015, the District will implement a Section 125 Flexible Spending Plan to facilitate employee deduction of insurance premiums pretax and to set aside pretax funds to use toward qualified medical and dependent care expenses.

B. Plan Document

All provisions of the plan document shall be incorporated by reference to this Agreement. Both the

Board and the Association shall have copies of the official plan document. All employees shall be provided with a health benefit plan booklet which shall contain all provisions of the plan document.

C. Spousal Coordination of Benefits (COB) (New 6-08; Revised 6-14)

1.) Effective 9/1/2009 Spouses of employees covered by Canfield Local Schools, will be required to join the insurance program for at least single coverage at their place of employment or retirement system/Medicare if it is available at a monthly cost of \$300.00 or less.

Claims for spouses of Canfield Schools' employees will not be processed by the Mahoning County Consortium third party administrator until a Coordination of Benefits (COB) form is on file in the Canfield Schools' Treasurer's office. Canfield Schools' employees shall be responsible for submitting an updated COB form immediately when a change occurs in their spouse's insurance eligibility or existing coverage.

Enrollment of spouses at their place of employment assigns the spouse's employer's insurance carrier as primary coverage, but shall not prohibit Canfield Schools' employee from using Canfield Schools' coverage as secondary coverage for their spouse if the employee so desires.

D. Open Enrollment Period (New 6-14)

The open enrollment period for the MCSEIC plan is between September 1 and September 15.

6.082 Life Insurance (Revised 10-88; 12-03)

Life insurance shall be carried on the employee in an amount equal to the employee's salary (rounded to nearest thousand dollars). The salary schedule step excluding any supplemental contracts shall determine the salary in this case. The minimum amount of life insurance shall be \$20,000.00 or the base salary equivalent, whichever is greater. The maximum amount of life insurance shall be \$50,000.00 subject to the following reductions for employees:

<u>Age</u>	<u>Percent</u>
65	65%
70	45%
75	30%
80	20%

6.083 Insurance Contracts

The Board shall provide to the Association one (1) copy of each signed contract entered into between the Board and the insurance companies which shall provide the benefits specified in this contract. Copies of existing contracts shall be provided to the Association within seven (7) calendar days of ratification of the master contract by both parties. Copies of contracts subsequently entered into by the Board shall be provided within seven (7) calendar days after they are received by the administration.

6.084 Change in Carriers

If, at any future date, the Board elects to change insurance carriers, the Association President shall be notified in writing not less than thirty (30) days prior to the effective date of the change in carriers and, at the time of said notification, the Board shall provide to the Association a complete copy of the certificate of insurance for the new plan outlining in detail the specifications of coverage and services to be provided by the new carrier.

6.085 Continuation of Benefits

A. The Board shall permit all members of the Employee Unit who have been granted unpaid leaves of absence to remain in the employee insurance group for all coverages provided by the District at the employee's expense for the duration of said unpaid leave if permitted by the insurance carrier.

B. Insurance coverage for members of the Employee Unit who have been granted paid leaves of absence shall continue to be provided by the Board.

**6.086 Insurance Premium Rebate
(New 6-94; Revised 5-00; 6-08)**

A member of the bargaining unit who waives medical coverage for a 12-month period will receive a \$1,200.00

bonus payment for each one-year period. A member of the bargaining unit who waives medical, dental, vision and prescription drug coverage for a 12-month period will receive a \$1,700.00 bonus. This bonus payment shall be paid in conjunction with the first regular bi-weekly payroll check that is processed following each 12-month period. In any year in which a member with a 12-month period beginning September 1 is separated from service at the end of the school year, the bonus payment shall be paid in conjunction with the last payroll check in June.

6.09 Board Pickup of Member Contribution to STRS (New 10-88)

In accordance with Internal Revenue Service (IRS) Ruling 77-462, 81-35, and 81-36, the Association and the Board agree to a pick up of member contributions to State Teachers Retirement System of Ohio (STRS), provided the dollar amount to be "picked up" by the Board shall be in compliance with all Federal and State laws and IRS Rules and Regulations affecting this matter and shall be at no cost to the Board. Procedure for pickup shall be as directed by STRS and IRS.

6.10 Employment of Retired Teachers (New 12-03; Revised 6-08; 6-14)

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service (STRS) retirement. Specifically, the parties agree that:

- A. Except as otherwise specifically set forth herein, the Board is under no obligation to employ any retired teacher and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Canfield Local Schools. Reemployed retired teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement will be assigned to positions that are within their certification/licensure area(s). Except as otherwise set forth herein, retired teachers employed or re-employed by the Board are considered bargaining unit members and subject to the terms of the current collective bargaining agreement, including the right to Board-provided health care benefits on par with other employees.

- B. Salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be at the "0" Step of the salary schedule. Notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for retired teachers previously employed by the Canfield Local School District Board of Education shall be as if such teacher was new to the District and therefore will be at the "0" Step of the salary schedule. Salary placement for the appropriate education column (i.e., BA through Masters) shall be fully recognized. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable, and the parties expressly agree and fully intend this provision to supersede and take precedence over and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations, including, but not limited to, Revised Code Section 3317.13.**
- C. Seniority for retired teachers newly hired by the Board as well as for Canfield teachers returning to employment with the Board after retirement will be zero (0) upon such employment and any subsequent re-employment.**
- D. Teachers employed by the Board after retirement shall not be eligible for tenure.**
- E. For purposes of reduction in force (Article 5, Section 5.04) teachers employed by the Board after retirement shall be considered in a similar fashion as any other limited contract teacher with zero (0) seniority except that such teachers will not have any of the bumping rights set forth in the negotiated agreement.**
- F. There will be no severance pay available for teachers employed by the Board after service retirement, nor may such teachers participate in any retirement incentive of any kind; however, such teachers will accrue sick leave at a rate of 1 ¼ days per month and be provided an advancement of up to 5 days of sick leave, if necessary. Sick leave will not accumulate from year to year for retired teachers who may be subsequently re-employed by the Board. The parties expressly agree that this provision supersedes and replaces O.R.C. Section 3319.141.**
- G. For purposes of these teachers, the parties specifically agree that to the extent that it does not conflict with the requirements of the statutes, this provision supersedes and takes the place of Ohio Revised Code Sections 3319.11 and 3319.111 and**

differs from the rights of other teachers contained within the terms of the collective bargaining agreement.

- H. Reemployed teachers may not accrue additional STRS credit as a result of their service following reemployment. Instead, the Board and the reemployed teacher shall make contributions to STRS that will fund a single life annuity with a reserve based on the reemployed teacher's accumulated contributions during his/her period of service as a regular teacher following reemployment. For additional information concerning the annuity see O.R.C. Section 3307.35
- I. The parties expressly agree and fully intend this provision will supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

ARTICLE VII. EFFECTS OF THE CONTRACT

7.01 Implementation

- 7.011 The Board of Education retains and reserves unto itself the sole right to manage the operation of the schools in accordance with the rules and regulations of the State Department of Education, with the Constitution of the State of Ohio and of the United States, and in accordance with other state and federal statutes, provided that the exercise of said right is not inconsistent with the provisions of the negotiated Agreement between the Board and the Association.
- 7.012 The policies enacted by this Agreement, when adopted by the Board, shall supersede any rules, regulations or practices of the Board which may be contrary or inconsistent with the terms of this Agreement.
- 7.013 (New 9-91) The Board shall not discriminate against any bargaining unit member on the basis of gender, race, creed, color, age, marital status, or physical handicap.
- 7.014 (New 9-91) There shall be no reprisal against any employee for any action or statement made during the period this Master Agreement is being developed and any employee who participates in any grievance shall not be subjected to any reprisal because of such participation.
- 7.015 (New 9-91) If an individual contract between the Board and an employee contains any provision inconsistent with this Agreement, this Agreement shall be controlling.
- 7.016 Severability (New 10-88)

This Agreement supersedes and prevails over all statutes of the State of Ohio (except as specifically set forth in Section 4117.10 (A) Revised Code), all Civil Service Rules and Regulations, Administrative Rules of the Director of State Personnel, and all policies, rules and regulations of the Canfield Board of Education. However, should the State Employment Relations Board (SERB) or any court of competent jurisdiction determine, after all appeals or times for appeal are exhausted, that any provision herein is unlawful, such provision shall automatically be terminated, but all other provisions of the Agreement shall remain in full force and effect. The

parties will meet within ten (10) days after the termination to bargain over its impact and to bring this Agreement into compliance.

7.02 Duplication and Distribution (New 6-94)

7.021 Distribution of Agreement

As soon as is reasonably possible after the Parties have formally ratified this Agreement, but not later than thirty (30) days after the Parties have proofread and executed the final, camera-ready draft, the Board shall have copies of the Agreement printed and distributed to each employee. Employees hired thereafter shall also be furnished a copy of the Agreement upon employment.

7.022 Cost of Preparation of Agreement

The CEA shall bear the full cost for the labor and materials utilized in preparing the final, camera-ready draft and any subsequent amendment(s) of the Agreement. The Board shall bear the full cost for printing the Agreement from the camera-ready draft and for any subsequent amendment(s) of the Agreement.

ARTICLE VIII. DURATION

(Revised 10-88; 9-91; 6-94; 6-97; 5-00; 12-03; 6-08; 6-14)

1. This agreement shall be in effect from September 1, 2014 and shall remain in full force and effect until midnight August 31, 2017.
2. This Agreement, made and entered into this 30th day of June, 2014, by and between the Canfield Board of Education, hereinafter called the Board, and the Canfield Education Association, OEA, NEA, hereinafter called the Association, for and on behalf of the employees in the Bargaining Unit set forth in Article I of this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first above written.

CANFIELD BOARD OF
EDUCATION

BY Lee E. Frey
Lee E. Frey
Board President

BY Alex G. Geordan
Alex G. Geordan
Superintendent

BY Patricia P. Kesner
Patricia P. Kesner
Treasurer

CANFIELD EDUCATION
ASSOCIATION
OEA/NEA

BY Dean Conley
Dean Conley
CEA President

BY Laurie M. Howley
Laurie M. Howley
CEA Treasurer

BY Dr. Gary P. Carlile
Dr. Gary P. Carlile
Labor Relations Consultant
Ohio Education Association

APPENDIX A

CEA PERSONAL LEAVE FORM
Revised 9/93, 9/00, 6/08, 6/14
(Complete in Duplicate)

Name _____

Date(s) Requested _____

No. of Days _____

Date of Request: _____

Time of Request: _____

Initialed:
Requestor: _____ Secretary _____

4.01 Personal Leave
4.011 Definition

Personal leave is defined as leave which must be used to transact or attend to personal, legal, religious, or family matters that require an employee's absence during the school day.

4.012 Entitlement to Personal Leave
(Revised 10-88; 9-91; 6-94)

- A. A member of the Employee Unit shall be granted upon request, three (3) unrestricted days of personal leave per year without loss of salary to attend to personal matters.
- B. Personal leave days, if not used, shall accrue as sick leave.

4.013 Notification for Use of Personal Leave

Notification for use of personal leave should, except in cases of emergency, be made to the Superintendent or his designee at least twenty-four (24) hours prior to leave.

4.014 Restrictions (Revised 6-94; 12-03; 6-08; 6-14)

- 1. Personal leave shall not be granted to extend a holiday or school recess, nor shall personal leave be used on any professional development day or parent-teacher conference day.
- 2. Employees new to the system are eligible for one day of personal leave after each two months' service during their first year of employment.
- 3. Personal leave shall not be granted on make-up calamity days.
- 4. Restrictions may be waived in extenuating circumstances, as determined by the Superintendent or designee. Data on the number of such requests and determinations made by the Superintendent/designee will be available for review upon request of the CEA President.
- 5. No more than ten percent (10%) of the bargaining unit may be granted the use of personal leave on any one day.

Approved _____

Approved _____

Disapproved _____

Disapproved _____

Building Principal

Superintendent

Date

Date

APPENDIX B

**CANFIELD LOCAL SCHOOLS
SICK LEAVE FORM
Revised 8/08, 6/14**

Name _____ Date Submitted _____

Date(s) Absent _____ No. of Days Absent _____

The use of sick leave is justified for the following reason:

_____ 1. Personal Illness, Nature of Illness: _____

_____ 2. Pregnancy _____

_____ 3. Personal Injury, Nature of Injury: _____

_____ 4. Illness or injury in immediate family: _____

Name

Relationship

(The following relatives are included under immediate family: father, mother, sister, brother, son, daughter, husband, wife, step-parent, step-siblings, step-children, grandparent, step-grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, a blood or marital relative living in the same household, a legal guardian, or any person standing in the same relationship with the employee as those listed above.)

_____ 5. Death in immediate family: _____

Name

Relationship

_____ 6. Other _____

I understand that by signing and filing of this form, I am affirming that the facts and statements contained herein are true and correct as provided in Ohio Revised Code Section 3319.141 and, further, I acknowledge that any falsification of such facts and/or statements is grounds for disciplinary action up to and including termination.

Signature of Employee

If medical attention was required, list the name and address of the attending physician.

Name: _____ Address: _____

Date(s) of Consultation: _____

APPENDIX C

**Canfield Local Schools
Canfield, Ohio**

**Request for Transfer
Revised 9/94, 12/03, 6/14**

5.021 A. 1.

a. Voluntary Transfer

(1) Employed teachers, appropriately certified/licensed, can make known their interest in changing positions when made aware of such opening through job advertisement or annually by notifying the Superintendent by March 1. Application for transfer shall be made on printed forms which shall be available through the building principal and shall be forwarded directly to the Superintendent.

(2) If such transfer is denied, the teacher shall be provided with written reasons by the Superintendent for the denial. The teacher may also request a follow-up conference with the Superintendent, which will be scheduled within ten (10) days of such request.

(3) When more than one bargaining unit member is under consideration for voluntary transfer to a vacated position, the factors to be considered in making the transfer will be consistent with those set forth in Section 5.021. In the circumstance of staffing changes necessitated by an enrollment "bubble," the Administration will first review voluntary transfer requests and consider seniority prior to making a final determination on a grade level transfer.

Name _____ Date _____

Building _____

Grade _____ Subject _____

I hereby request consideration for the position of:

Teacher's Signature

APPENDIX D

PROFESSIONAL LEAVE REQUEST
Article IV, Section 4.08
(Revised 9/91; 9/97; 9/00; 12/03; 6/08; 6/14)
(Complete in Duplicate)

I hereby request permission to attend a professional meeting described as follows:

Name of Convention or Meeting _____

Location _____

Date(s) _____ Registration Fee \$ _____

Transportation by:
_____ Bus
_____ Air
_____ Other _____

School car must be used if available. If personal vehicle is used when a school car is available, there will be no mileage reimbursement. Car pooling is encouraged.

Date Substitute Teacher is needed _____

I have used _____ professional days this school year.

Signature of Staff Member

Approved: _____ Disapproved: _____ Building Principal _____ Date: _____

Disapproval Reason _____
Any disapproval may be appealed to the Superintendent

Approved: _____ Disapproved: _____ Superintendent _____ Date: _____

NOTE: The established rate of reimbursement is as follows:

Meals (overnight only) – up to the following amounts:

\$55.00 per day	ITEMIZED RECEIPT REQUIRED
	(Breakfast \$15.00)
	(Lunch \$15.00)
	(Dinner \$25.00)

*Maximum tip allowed – 15%; Sales tax not reimbursed – exemption forms provided upon request.

Lodging **RECEIPT REQUIRED**
Reasonable Usual Customary Rate to a maximum of \$120/night
Sales tax not reimbursed – exemption forms provided upon request.

Mileage At IRS rate in effect at the time of travel

Registration Usual Customary Rate (UCR) **RECEIPT REQUIRED**
ADVANCE APPROVAL BY SUPERINTENDENT REQUIRED

APPENDIX E

TO BE ATTACHED WITH PURCHASE ORDER*
REQUEST FOR PAYMENT OF TRAVEL EXPENSES**
(Revised 9/91; 9/97; 12/03; 6/08; 6/14)

SCHOOL BUSINESS
Article VI, Section 6.06

Date _____

Canfield Board of Education
100 Wadsworth Street
Canfield, Ohio 44406

Approval Date of Professional Leave Request** _____

Staff Member's Name _____

Expenses incurred for _____
(Name of Conference)

to attend the conference at _____
(City and State)

Date(s) of conference _____

Registration ***(RECEIPT REQUIRED)** \$ _____

Meals (Not to exceed \$55.00 per day - maximum tip 15%) \$ _____

(Breakfast \$15.00)

(Lunch \$15.00)

(Dinner \$25.00)

***(ITEMIZED RECEIPT REQUIRED)**

Miles _____ at IRS rate \$ _____
(Number)

(Maximum allowed 600 miles)

Motel (Not to exceed \$120.00 per night) \$ _____

***(RECEIPT REQUIRED)**

Miscellaneous Expenses (Itemize)
***(RECEIPT REQUIRED)** \$ _____

1. _____

2. _____

3. _____

TOTAL AMOUNT \$ _____

(Signature of Staff Member)

*Receipts must be attached for reimbursement – sales tax not reimbursed – exemption forms provided upon request

**Please attach copy of approved professional leave request form

***Please attach purchase order with request for payment of travel expenses

APPENDIX F

Canfield Local Schools

GRIEVANCE PROCEDURE FORM

(New 10/88)

Name of Employee _____ Date of Filing _____

Home Address _____

Telephone _____ or _____

School _____ Position _____

Supervisor _____

Name of Association Representative _____

STATEMENT OF GRIEVANCE: (Include Date, Time and Place)

Action Requested: _____

Signature of Grievant

Date Received _____

Signature _____

APPENDIX G

LESSON-OBSERVATION REPORT

(This report will not become part of the teacher's personnel file.)
(New 6/89; Revised 6/97)

Teacher: _____ Date: _____

Administrator: _____ Building: _____

Date of Lesson: _____ Time of Observation: from _____ to _____

Subject/Grade: _____ Topic: _____

A. Objective(s) of lesson (to be provided by the teacher):

B. Examples of effective teaching:

Items to discuss:

Evaluee may respond in writing on the reverse side. Teacher's initials: _____

**B. Areas for improvement:
Specific recommendations**

**The means by which teacher may obtain
assistance in making such
improvements.**

***Teacher's signature:** _____ **Date:** _____

Observer's signature: _____ **Date:** _____

Teachers' response:

***Signature indicates receipt, not agreement.**

APPENDIX H

EVALUATION REPORT

(This report will become part of the teacher's personnel file.)
(New 6/89; Revised 6/97)

Teacher: _____ Date: _____

Administrator: _____ Building: _____

Date of Observation #1: _____ Time of observation: from _____ to _____

Date of Observation #2: _____ Time of observation: from _____ to _____

Other observations (Date and time): _____

A. Things done effectively:

Evaluee may respond in writing on the reverse side. Teacher's initials: _____

**B. Areas for improvement:
Specific recommendations**

**The means by which teacher may obtain
assistance in making such
improvements.**

***Teacher's signature: _____ Date: _____**

Observer's signature: _____ Date: _____

Teachers' response:

***Signature indicates receipt, not agreement.**

APPENDIX I

**CANFIELD LOCAL SCHOOLS
Job Description**

Position: Tutor

Reports to: Teacher and Building Principal

Qualifications

1. Certificate, license, or other legal credentials required.
2. Degree(s) required and area of major study.
3. Kind and amount of prior job experience required.
4. Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

Job Goal

- To assist the teacher achieve teaching objectives by working with individual students or small groups to help them achieve the skill levels of the class as a whole.
- OR-
- To provide a well-organized, smoothly functioning class environment in which students can take full advantage of the instructional program and available resource materials.

Performance Responsibilities

1. Administers, scores, and records such achievement and diagnostic tests as the teacher recommends for individual students.
2. Works with individual students or small groups of students to reinforce learning of material or skills initially introduced by the teacher.
3. Assists the teacher/IEP Team in devising special strategies for reinforcing material or skills based on an empathetic understanding of individual students, their needs, interests, and abilities.
4. Operates and cares for equipment used in the classroom for instructional purposes.
5. Helps students master equipment or instructional materials assigned by teacher.
6. Distributes and collects workbooks, paper, and other materials for instruction.
7. Guides independent study, enrichment work, and remedial work set up and assigned by the teacher.
8. Assists with the supervision of students during emergency drills, assemblies, play periods, and field trips.
9. Assists with such large group activities as drill work, reading aloud, and storytelling when directed by the teacher.
10. Reads to students, listens to students read, and participates in other forms of oral communication with students.

11. Alerts the regular teacher to any problem or special information about an individual student.
12. Maintains a high level of ethical behavior and confidentiality of information about students.
13. Participates in inservice training programs, as assigned.
14. May be assigned to other relevant duties within tutor classification.
15. Develops and participates in implementation of Individualized Education Programs (IEPs) for students with disabilities.
16. Monitors progress toward Individualized Education Programs (IEPs) goals and objectives for students having disabilities.

Reading and Mathematics Intervention Tutors

1. Assist in the identification of students needing additional support in reading and mathematics.
2. Assist the classroom teachers in providing reading and mathematics intervention to identified students
3. Monitor and communicate all student progress with the classroom teacher and parents.
4. Follow any instructions provided by the classroom teacher and/or the building principal.

APPENDIX J

**CANFIELD LOCAL SCHOOLS
BEREAVEMENT FORM**

Name _____ Date Submitted _____

Date(s) Absent _____ No. of Days Absent _____

Death in immediate family:

Name

Relationship

(The following relatives are included under immediate family: father, mother, sister, brother, son, daughter, husband, wife, step-parent, step-siblings, step-children, grandparent, step-grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, a blood or marital relative living in the same household, a legal guardian, or any person standing in the same relationship with the employee as those listed above.)

I understand that by signing and filing of this form, I am affirming that the facts and statements contained herein are true and correct as provided in Ohio Revised Code Section 3319.141 and, further, I acknowledge that any falsification of such facts and/or statements is grounds for disciplinary action up to and including termination.

Signature of Employee

SCHEDULE OF BENEFITS

To receive the highest level of benefits at the lowest Out-of-Pocket Maximum expense, Covered Services must be provided by PPO Network Providers. When you use other Providers who are outside of the PPO Network or who are Non-Contracting Providers, you are responsible for any balance due between the Provider's charge and the Allowed Amount, in addition to any Deductibles, Copayments, Coinsurance, and non-covered charges. All benefits are calculated based upon the Allowed Amount, not the Provider's charge. Refer to "How Claims are Paid" for additional information.

Remember, in an emergency, always go to the nearest appropriate medical facility; your benefits will not be reduced if you go to a Non-PPO Network Hospital in an emergency.

PPO NETWORK COMPREHENSIVE MAJOR MEDICAL BENEFIT	
Benefit Period	Calendar year
Dependent Age Limit	The end of the month of the 26th birthday.
PPO Network Deductible per Benefit Period	
If you have single coverage:	\$250
If you have family coverage:	\$500
Non-PPO Network Deductible per Benefit Period	
If you have single coverage:	\$500
If you have family coverage:	\$1,000
PPO Network Coinsurance Limit per Benefit Period	
If you have single coverage:	\$400
If you have family coverage:	\$800
Non-PPO Network Coinsurance Limit per Benefit Period	
If you have single coverage:	\$1,000
If you have family coverage:	\$2,000
PPO Network Out-of-Pocket Maximum per Benefit Period (Includes Deductibles, Copayments, and Coinsurance)	
If you have single coverage:	\$6,350
If you have family coverage:	\$12,700
Non-PPO Network Out-of-Pocket Maximum per Benefit Period (Includes Deductibles, Copayments, and Coinsurance)	
If you have single coverage:	Unlimited
If you have family coverage:	Unlimited
Deductible and Out-of-Pocket Maximum Processing ¹	Embedded

After the applicable Out-of-Pocket Maximum shown above has been met, you are no longer responsible for paying any further Copayments, Deductibles or Coinsurance for Covered Charges Incurred during the balance of the Benefit Period. If the Out-of-Pocket Maximum is unlimited, you continue to be responsible for paying the amounts shown above.

Any amounts applied to your PPO Network Deductible or PPO Network Coinsurance Limit will also be applied to your Non-PPO Network Deductible or Non-PPO Network Coinsurance Limit. Any amounts applied to your Non-PPO Network

¹ Under "Embedded processing," the Deductible applicable to single coverage must first be satisfied for at least one Covered Person within a family before Covered Services are payable for that Covered Person. After the Deductible has been met for that Covered Person, the Out-of-Pocket Maximum applicable to single coverage would then apply. Before Covered Services become payable for any other covered Dependents, the Deductible applicable to family coverage must be satisfied. After the family Deductible has been met, the Out-of-Pocket Maximum applicable to family coverage would then apply.

Under "Aggregate processing," expenses for Covered Services incurred by each family member are combined to satisfy the family Deductible and Out-of-Pocket Maximum. Therefore, the entire family Deductible must be satisfied before Covered Services are payable for any Covered Person within the family.

Deductible or Non-PPO Network Coinsurance Limit will also be applied to your PPO Network Deductible or PPO Network Coinsurance Limit.

COMPREHENSIVE MAJOR MEDICAL BENEFIT MAXIMUMS PER COVERED PERSON	
(per Benefit Period unless otherwise shown)	
Chiropractic Visits	36 visits
Home Health Care Services	90 visits
Outpatient Professional Occupational Therapy Services	30 visits, then subject to medical review
Outpatient Professional Physical Therapy Services	30 visits, then subject to medical review
Outpatient Professional Speech Therapy Services	20 visits, then subject to medical review
Routine Hearing Examination (over age 21)	One examination
Routine Mammogram Services	One mammogram; limited to 130% of the Medicare reimbursement amount; the maximum reimbursement amount applies only to Covered Services received inside the state of Ohio, as mandated by the state of Ohio.
Routine Pap Tests	One test
Routine Vision Examination (over age 21)	One examination
Skilled Nursing Facility Services	120 days

MAXIMUM LIFETIME BENEFIT PER COVERED PERSON	
Weight Loss Surgery, including complications resulting from Weight Loss Surgery	\$30,000

COINSURANCE AND COPAYMENTS FOR INSTITUTIONAL AND PROFESSIONAL CHARGES

TYPE OF SERVICE	For Covered Services received from a PPO Network Provider, you pay the following portion, based on the Allowed Amount	For Covered Services received from a Non-PPO Network or a Non-Contracting Provider, you pay the following portion, based on the applicable Allowed Amount or Non-Contracting Amount (1)
IF A DEDUCTIBLE APPLIES, ALL COVERED SERVICES ARE SUBJECT TO THE DEDUCTIBLE, UNLESS "NOT SUBJECT TO THE DEDUCTIBLE" IS SPECIFICALLY STATED.		
EMERGENCY ROOM SERVICES		
The Institutional charge for use of the Emergency Room in an Emergency	\$50 Copayment, waived if admitted, then 10%	
All other related Institutional charges and Emergency Room Physician's charges in an Emergency	10%	
The Institutional charge for use of the Emergency Room in a Non-Emergency	\$50 Copayment, waived if admitted, then 10%	
Emergency Room Physician's charges in a Non-Emergency	10%	
INPATIENT SERVICES		
Newborn Care	0%, not subject to the Deductible	30%
Semi-Private Room and Board	10%	30%
Physical Medicine and Rehabilitation	10%	30%
Maternity	10%	30%
Skilled Nursing Facility	10%	30%
MENTAL HEALTH CARE, DRUG ABUSE AND ALCOHOLISM SERVICES		
Mental Health Care, Drug Abuse and Alcoholism Services	Any applicable Deductible, Out-of-Pocket Maximum or Copayment corresponds to the type of service received and is payable on the same basis as any other illness (e.g., emergency room visits for a Mental Illness will be paid according to the Emergency Services section above).	
PHYSICIAN/OFFICE SERVICES		
Medically Necessary Office Visits	\$10 Copayment, not subject to the Deductible	30%
ROUTINE, PREVENTIVE AND WELLNESS SERVICES		
Preventive Services in accordance with state and federal law (2)	0%, not subject to the Deductible	30%
Routine Endoscopic Procedures (3)	0%, not subject to the Deductible	30%
Routine Laboratory, X-ray and Medical Testing Services	0%, not subject to the Deductible	30%
Routine Mammograms	0%, not subject to the Deductible	30%
Routine Pap Tests	0%, not subject to the Deductible	30%
Routine Physical Examinations (Age 21 and over)	0%, not subject to the Deductible	30%
Well Child Care Services (Under age 21)	0%, not subject to the Deductible	30%
SURGICAL SERVICES		
Inpatient and Outpatient Surgery	10%	30%
Medically Necessary Endoscopic Procedures (i.e. Colonoscopy, Sigmoidoscopy, etc.)	10%	30%
OTHER SERVICES		
Ambulance Services		10%
All Other Covered Services	10%	30%

Notes

1. The Coinsurance percentage will be the same for Non-Contracting Providers as Non-PPO Network Providers but you may still be subject to balance billing and/or Excess Charges. Payments to Contracting Non-PPO

Network Providers are based on Allowed Amount. Payments to Non-Contracting Providers are based on the Non-Contracting Amount.

2. Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.
3. If a diagnosis of a medical condition is made during the screening (e.g., removal of a polyp), the procedure is no longer considered routine and may be considered a diagnostic procedure under Surgical Services.

RETAIL AND HOME DELIVERY PRESCRIPTION DRUG SCHEDULE OF BENEFITS

Benefit Period	Calendar Year
Dependent Age Limit	Please refer to your medical Schedule of Benefits
Days Supply	30 days for retail Prescription Drugs or 90 days for Home Delivery Prescription Drugs

The following Prescription Drugs are not subject to a Prescription Drug Copayment each time services are received from a Participating Drug Provider or a Contracting Home Delivery Pharmacy:

- Prescribed Generic Prescription Drug Contraceptives or Brand Name Prescription Drug Contraceptives when an equivalent Generic Prescription Drug Contraceptive is not available.
- preventive care vaccines, including immunizations for flu and shingles (i.e., Zostavax)
- Over-the-counter³ proton pump inhibitors, such as Prilosec OTC

The following Prescription Drugs are subject the Prescription Drug Copayment each time services are received:

- diabetic supplies, including over-the-counter supplies³, insulin and syringes/needles. Glucomonitors and glucometers are not covered,
- growth hormones up to age 19

COPAYMENTS FOR RETAIL PRESCRIPTION DRUG COVERED SERVICES

TYPE OF SERVICE	For Prescription Drug Covered Services received from a Participating Drug Provider ⁴	For Prescription Drug Covered Services received from a Non-Participating Drug Provider ⁴
YOU PAY THE FOLLOWING		
Generic Prescription Drugs	\$5 Copayment	\$5 Copayment
Brand Name Formulary Prescription Drugs for which no Generic Prescription Drug is available or manufactured	\$15 Copayment	\$15 Copayment
Brand Name Formulary Prescription Drugs for which a Generic Prescription Drug is available or manufactured	\$15 Copayment, plus the difference between the cost of the Generic Prescription Drug and the cost of the Brand Name Prescription Drug	\$15 Copayment, plus the difference between the cost of the Generic Prescription Drug and the cost of the Brand Name Prescription Drug
Brand Name Non-Formulary Prescription Drugs for which no Generic Prescription Drug is available or manufactured	\$25 Copayment	\$25 Copayment
Brand Name Non-Formulary Prescription Drugs for which a Generic Prescription Drug is available or manufactured	\$25 Copayment, plus the difference between the cost of the Generic Prescription Drug and the cost of the Brand Name Prescription Drug	\$25 Copayment, plus the difference between the cost of the Generic Prescription Drug and the cost of the Brand Name Prescription Drug

If your Prescription Order is for a Prescription Drug that is available through the Home Delivery Prescription Drug program and you choose not to use the Home Delivery Prescription Drug program, no benefit will be provided when your Prescription Order is filled beyond the third-time within a 180-day period.

³ Over-the-counter supplies require a Prescription Order.

⁴ Please refer to the Prescription Drug Benefits section for additional information.

COPAYMENTS FOR HOME DELIVERY PRESCRIPTION DRUG COVERED SERVICES

TYPE OF SERVICE	For Prescription Drug Covered Services received from a Contracting Home Delivery Pharmacy ¹	For Prescription Drug Services received from a Non-Contracting Home Delivery Pharmacy ¹
YOU PAY THE FOLLOWING		
Generic Prescription Drugs	\$10 Copayment	Not Covered ²
Brand Name Formulary Prescription Drugs for which no Generic Prescription Drug is available or manufactured	\$30 Copayment	Not Covered ²
Brand Name Formulary Prescription Drugs for which a Generic Prescription Drug is available or manufactured	\$30 Copayment, plus the difference between the cost of the Generic Prescription Drug and the cost of the Brand Name Prescription Drug	Not Covered ²
Brand Name Non-Formulary Prescription Drugs for which no Generic Prescription Drug is available or manufactured	\$50 Copayment	Not Covered ²
Brand Name Non-Formulary Prescription Drugs for which a Generic Prescription Drug is available or manufactured	\$30 Copayment, plus the difference between the cost of the Generic Prescription Drug and the cost of the Brand Name Prescription Drug	Not Covered ²

² Benefits for Prescription Drugs are available when obtained from a retail Pharmacy.

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Benefit Period Deductible	\$25 single / \$75 family
Maximum Benefit Payable per Covered Person per Benefit Period	\$1,000
Dependent Age Limit	The end of the month of the 26th birthday if he or she meets the requirements of an Eligible Dependent

It is important that you understand how the Claims Administrator, Medical Mutual, calculates your responsibilities under this coverage. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

Type of Service	Maximums and Limitations
Initial and Periodic Oral Evaluations	Two examinations per Benefit Period
Bitewing x-rays	Two sets per Benefit Period
Full mouth / Panoramic x-rays	One every 36 months
Prophylaxis	Two per Benefit Period
Topical Fluoride Applications	One per Benefit Period
Dental Sealants ²	One every 36 months
Crowns	Once every five years per tooth
Inlays	Once every five years per tooth
Onlays	Once every five years per tooth
Fixed Partial Dentures (Bridges)	Once every five years per unit
Dentures (Complete and Partial)	Once every five years Relining and rebasing is covered if done no less than six months after initial placement but not more than once in any 36 month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

² Dental sealants are limited to eligible teeth free from decay or restorations on the occlusal surface.

DENTAL PAYMENT SCHEDULE

Type of Service	You Pay the Following
Routine Preventive Services <ul style="list-style-type: none"> • initial and periodic oral evaluations • bitewing x-rays • prophylaxis • space maintainers • topical fluoride applications • emergency palliative treatments • dental sealants² • full mouth x-rays/panoramic x-rays • diagnostic x-rays 	0% of the Reasonable and Customary Amount No Deductible is required for these services.
Essential Services <ul style="list-style-type: none"> • fillings • endodontic services • periodontal services • impactions • extractions • repairs, relines & adjustments of prosthetics • general anesthesia • IV sedation • minor oral surgery 	20% of the Reasonable and Customary Amount
Complex Services <ul style="list-style-type: none"> • inlays • onlays • crowns • dentures (complete & partial) • fixed partial dentures (bridges) 	50% of the Reasonable and Customary Amount
Orthodontic Services	40% of the Reasonable and Customary Amount

ORTHODONTIC SERVICES

Maximum benefit payable per Covered Person	\$1,500 per lifetime
Eligibility	Available for all Covered Persons, regardless of age.
Deductible	No Deductible is required for Orthodontic services.

BENEFIT VERIFICATION

Required for any Course of Treatment exceeding \$200 or involving major restorations.

VISION SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Dependent Age Limit	The end of the month of the 26th birthday if he or she meets the requirements of an Eligible Dependent

The choice of a Provider is solely yours. Physicians and Other Professional Providers are designated as Managed Vision Care or Non-Managed Vision Care.

The amount of benefits you receive for Covered Services may vary depending upon the status of the Provider. To receive maximum benefits, Covered Services must be provided by a Managed Vision Care Provider. When Covered Services are provided by Non-Managed Vision Care Providers, your benefits may be lower. This Schedule of Benefits tells you how much Medical Mutual will provide for benefits for Covered Services provided by Managed Vision Care and Non-Managed Vision Care Providers.

The following are subject to a \$15 Copayment when received from a Managed Vision Care Provider:

- Contact Lens Examinations (1); and
- Spectacle Examinations

It is important that you understand how the Claims Administrator, Medical Mutual calculates your responsibilities under this coverage. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

Type of Service	Managed Vision Care Provider	Non-Managed Vision Care Provider
	Medical Mutual Pays the Following	
Spectacle or Contact Lens Examinations	One exam per Benefit Period (2)	\$15 maximum per exam
Frames	One Frame per Benefit Period (2) \$100 maximum per Frame	\$30 maximum per Frame
Lenses	One pair per Benefit Period (plastic lenses only) (2)	Single Vision \$10 maximum per pair Bifocals \$20 maximum per pair Trifocals \$30 maximum per pair Lenticular \$40 maximum per pair
Contact Lenses (4)	Medically Necessary: \$200 maximum per Benefit Period (2)(3) Cosmetic: \$100 maximum per Benefit Period (2)(3) Disposable: \$100 maximum per Benefit Period (2)(3)	Medically Necessary: \$75 maximum per Benefit Period (2)(3) Cosmetic: \$40 maximum per Benefit Period (2)(3) Disposable: \$40 maximum per Benefit Period (2)(3)

Notes

Discounts are offered on various non-covered items, including but not limited to specified Lens options.

1. When obtaining a contact lens examination, you will also be responsible for payment of any amount over the cost of a spectacle examination.
2. Benefit frequency maximum specified applies to both Managed Vision Care and Non-Managed Vision Care services.
3. Benefits available for Lenses and Frames may be used for Contact Lenses in lieu of Lenses and Frames.
4. A mail order contact lens replacement program is available.

VISION PAYMENT SCHEDULE

Type of Service	You Pay the Following
For all Covered Services	0% of the Traditional Amount.

STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

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

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers. The Board acknowledges that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction, and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

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

This policy has been developed in consultation with teachers employed by the Board and represented by the Canfield Education Association (CEA).

Given the dynamic nature of the mandated teacher evaluation process, the Board recognizes the Evaluation Review Committee (ERC), with continuing participation by District teachers represented by the Canfield Education Association, and for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

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

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

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

- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Canfield Education Association (CEA).

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

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

- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment.

The Board shall authorize the Superintendent/designee, in consultation with the Evaluation Review Committee, to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy. Only full-time, credentialed district administrators of the Canfield Local School District may evaluate CEA members.

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

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

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

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

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

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

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

"Student Growth" – for the purpose of the district's evaluation policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.

"Student Learning Objectives" ("SLOs") – include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

"Shared Attribution Measures" – student growth measures that can be attributed to a group.

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

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

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

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

Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

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

The Superintendent shall annually file a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

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

- a. Understanding student learning and development and respecting the diversity of the students they teach;
- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;
- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

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

1. the Formal Observation Procedure described herein; and
2. a series of Informal Observation/Classroom Walkthroughs.

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

Formal Observation and Classroom Walkthrough Sequence

- A.) A teacher who meets the definition of “teacher” under R.C. 3319.111 who has been granted a continuing contract and receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated every other school year except for the following: Anyone rated

“Accomplished” who was put on an improvement plan shall be evaluated yearly and receive three (3) observations and periodic classroom walkthroughs each school year.

- B.) Teachers on a limited contract who are under consideration for renewal/nonrenewal based on performance shall receive three (3) formal observations of at least 30 minutes unless the Superintendent waives the third observation.**

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

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

Formal Observation Procedure

- A. A minimum of two (2) formal observations shall be conducted to support summative evaluation. A formal observation shall last a minimum of thirty (30) continuous minutes. Efforts will be made by evaluators to facilitate a longitudinal view of a teacher's performance by appropriately spacing the observations. At a minimum, there shall be at least fifteen (15) school days between formal non-continuous observations.
- B. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any approved leave of absence or a day following a teacher sick day.
- C. All formal observations shall be preceded by a conference between the evaluator and the employee at least three (3) working days prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. Each observation will be announced unless there is mutual agreement upon between evaluator and the employee. The pre-conference shall be at a mutually agreed upon time prior to the observation. There will be at least 72 hour notice prior to the announced observation. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form.
- D. A post-observation conference shall be held after each formal observation. The post conference will be held within 5 work days after the formal observation. The conference shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the Ohio Standards for the Teaching Profession as defined in

the Teacher Performance Evaluation Rubric, the teacher's professional growth or improvement plan, afford the teacher the opportunity to provide additional evidence of performance, and discuss professional development opportunities.

Informal Observation/Classroom Walkthrough Procedure

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

- 1) evidence of planning;
- 2) lesson delivery;
- 3) differentiation;
- 4) resources;
- 5) classroom environment;
- 6) student engagement;
- 7) assessment; or
- 8) any other component of the standards and rubrics approved for teacher evaluation

A walkthrough shall consist of at least 3 consecutive minutes, but not more than 10 consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough must be placed on the form designated in the Appendix. Feedback from walkthroughs shall be provided electronically within 24 hours of the walkthrough. The teacher and or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

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

Assessment of Student Growth

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

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

- A1: Teachers instructing in value-added subjects exclusively¹;
- A2: Teachers instructing in value-added courses, but not exclusively²; or
- B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- B2: Teachers instructing in areas with Ohio Department of Education approved vendor assessments, but not exclusively; or
- C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.³

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Ohio Teacher Evaluation Framework for "District Student Growth Measurement Index." Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in Ohio Teacher Evaluation Framework for "District Student Growth Measurement Index."

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

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for

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

² For these teachers, value added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

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

Growth Targets. When new SLO's are developed or revised, the process will include consultation with the EC. The Board's process for creating and revising SLO's is set forth in the Appendix.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

District Approved Assessments

Assessments used within SLO's will be District approved in conjunction with the Evaluation Review Committee (ERC). These assessments will include the key subject and grade-level content standards and curriculum that will be taught during the interval of instruction. When examining assessments for alignment, teachers and teacher teams should look for the following:

- Items on the test should cover key subject/grade-level content standards.
- No items on the test should cover standards that the course does not address.
- Where possible, the number of test items should mirror the distribution of teaching time devoted to concepts or the curriculum focus. For example, if a foreign language teacher devotes almost equal amounts of time to developing students' reading comprehension, listening comprehension, oral communication, and written communication skills, he or she should not use a test that devotes 90 percent of the test to reading comprehension. Instead, the distribution of the test should mirror instruction, meaning that about a quarter of the test should focus on each of the four skills listed above.
- The items or tasks should match the full range of cognitive thinking required during the course. For example, if the main foci of the mathematics content standards are solving word problems and explaining reasoning, some questions or items on an assessment should require students to solve word problems and explain how they arrived at their answers. The assessment should require students to engage in higher-order thinking where appropriate. These items or tasks may require students to use reasoning, provide evidence, make connections between subjects or topics, critique, or analyze.
- All District approved assessments will include the growth targets to be used in determining student growth.

Assessments will be submitted to the teacher's grade level principal(s) for approval.

Student Growth Measures (SGM)/Student Learning Objectives (SLO)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased by the Board and all affected staff shall be trained on utilization and other considerations by September 30th.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 30th. This requirement will be modified for the 2013-2014 school year.

1. The ERC shall review all submitted SLOs by October 15.
2. Any SLO that is rejected by the ERC or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by October 20th with five (5) days for the resubmittal of the corrected SLO.

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

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

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level, i.e. 2015-2016.

The District may use shared attribution SGM scores as determined in consultation with the ERC.

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

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

Final Evaluation Procedures

Each teacher’s performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following “Evaluation Matrix”:

Teacher Performance

		4	3	2	1
Student Growth Measure	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

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

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

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

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

Only the Final Summative Rating of Teacher Effectiveness will be reported to eTPES (Option 3).

Professional Growth Plans and Professional Improvement Plans

There will be three categories of Growth or Improvement plans:

- 1) Teachers rated accomplished or who have above expected student growth will develop their growth plan **independently** and submit their plan to their credentialed evaluator. Professional growth and improvement plans for a school year shall be developed not later than September 1 of that school year. The professional growth plan shall include the following components:
 - Identification of area(s) for future professional growth;
 - Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice including a review of Board-approved and funded options, if applicable.
 - Outcomes that will enable the teacher to increase student learning and achievement.
- 2) Teachers who meet Expected levels of student growth or attain a rating of skilled or developing must develop a professional growth plan collaboratively with their credentialed evaluator for the evaluation cycle. Professional growth and improvement plans for a school year shall be developed not later than September 1 of that school year.

The professional growth plan shall include the following components:

- Identification of area(s) for future professional growth;
 - Specific resources and opportunities to assist the teacher in enhancing skills, knowledge, and practice, including a review of Board-approved and funded options, if applicable; and
 - Outcomes that will enable the teacher to increase student learning and achievement.
 - A teacher may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.
- 3) Teachers who meet Below-Expected levels of student growth and are rated Ineffective on the Teacher Performance component must comply with an improvement plan developed with their credentialed evaluator or an evaluator assigned by the Superintendent/designee from the District's Board-approved list. Improvement plans for the next school year shall be developed

not later than June 1st of each school year. The improvement plan shall include the following components:

- An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession,
- A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;
- A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan;
- A description of educational supports and/or opportunities for professional development, including a review of Board-approved and funded options, if applicable, needed to improve the identified area(s).
- A teacher may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.

Core Subject Teachers – Testing for Content Knowledge

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

Board Professional Development Plan

In accordance with the Ohio State Board of Education's statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

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

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

Compliance with Ohio Revised Code

The Canfield City School District and the Canfield Education Association will abide by all changes in law that affect and change the provisions of this policy.

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

