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STATE EMPLOYMENT  
RELATIONS BOARD

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# NEGOTIATED AGREEMENT

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between the

**Cuyahoga Falls Education Association**

and the

**Cuyahoga Falls City School District  
Board of Education**

**August 2, 2015 – August 1, 2017**

2. 5

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## **ARTICLE 1 – RECOGNITION**

The Cuyahoga Falls City School District Board of Education (hereinafter referred to as the “Board” or “Employer”) recognizes the Cuyahoga Falls Education Association (hereinafter referred to as the “Association” or “Employee”) as the sole and exclusive bargaining agent for all certificated professional personnel, including Individual Small Group Instructors (ISGIs), and long-term substitutes [substitute teachers who substitute in the same position for sixty (60) or more consecutive days] in the school district except casual substitutes and those who, by virtue of their assignments, are required to hold administrative or supervisory certification and those positions governed by Section 3319.02 of the Ohio Revised Code (ORC). ISGIs include special education Individual Small Group Instructors as well as any other hourly rate teachers employed for purposes other than regular classroom teaching.

## **ARTICLE 2 – SCOPE OF BARGAINING**

The scope of negotiations shall be all matters pertaining to wages, hours, or terms and conditions of employment, and the continuation, modification, or deletion of existing provisions of the Negotiated Agreement and any other items mutually agreed upon.

## **ARTICLE 3 – NEGOTIATING PROCEDURE**

### **A. Initiating Negotiations**

1. If either of the parties desires to negotiate, it shall notify the other party in writing not more than one hundred twenty (120) days nor less than ninety (90) days prior to the expiration of the Contract. Upon receipt of a written request for the opening of negotiations, the Board or the Association shall issue a Notice to Negotiate to the State Employment Relations Board (SERB) and the other party in accordance with ORC 4117.14.
2. Within fifteen (15) working days of transmittal of said letter, the parties shall hold their first negotiation session. The first negotiation session shall be for the purpose of exchanging proposals and determining any ground rules deemed necessary.

### **B. Ground Rules**

The following ground rules shall be in effect unless modifications are agreed upon by both parties:

1. At any negotiation session, either party may be represented by no more than five (5) representatives and up to two (2) consultants.

2. Before each negotiation session adjourns, the time and place for the next session shall be mutually agreed upon by the chief negotiators. Meetings shall be in executive session.
3. Prior to and during negotiations, the parties agree to furnish, upon written request and in a reasonable time, available information as will assist the parties in the development and evaluation of proposals.
4. Either team may call a caucus at any time. Such caucuses shall be of a reasonable length.
5. As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. No item so initialed shall be considered final until agreement has been reached on the entire package.
6. The parties will adhere to the practice of good faith bargaining.

**C. Dispute Resolution**

1. If, after forty-five (45) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations and dispute resolution. If either party calls for FMCS involvement, the other party shall join in a joint request. The mediation process set forth herein constitutes the parties' mutually agreed upon, final and exclusive dispute settlement procedure and shall replace and supersede the settlement procedures set forth in ORC 4117.14.
2. In the event that all attempts to reach agreement through mediation have failed and the parties are unable to reach agreement within ten (10) days prior to the expiration of the existing Agreement or any extension thereof, then the Association shall have the right to proceed in accordance with Chapter 4117 of the ORC and give notice of its right to strike.

**D. Agreement**

When final agreement is reached through negotiations, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the Agreement shall be submitted to the Board for adoption. Upon adoption by the Board, the Agreement shall be signed by both parties.

**E. Interim Negotiations**

If interim bargaining is required either by this agreement or by law during the term of this contract, the parties agree to bargain the issue(s) for a period of time not to exceed fifteen (15) work days unless such time limitation is extended by mutual agreement.

In the event that the bargaining issue(s) are not resolved within the prescribed time limitations, the parties agree to seek the assistance of the Federal Mediation and Conciliation Service.

#### **ARTICLE 4. GRIEVANCE PROCEDURE**

##### **A. Definitions**

1. Grievant

A grievant shall mean the Association or employee(s) initiating the grievance.

2. Grievance

A grievance is any claim by an aggrieved person that there has been a violation, misinterpretation or misapplication of the provisions of the negotiated Agreement and/or the policies of the Board of Education.

3. Complaint

This grievance procedure may also be used by members of the bargaining unit to file complaints and seek solutions regarding matters or problems not defined as grievances. Such matters may include, but not be limited to, alleged departures from established practice. Complaints shall not be processed beyond Level Two unless it is determined prior to Level Two that a violation may have occurred pursuant to A(2), above.

4. Representation

The aggrieved person may be represented at all stages of the grievance procedure by persons or legal counsel of his/her own choosing, except that the grievant may not be represented by a representative or an officer of any other teaching organization other than the Cuyahoga Falls Education Association and its affiliates. The Association shall have the right to have its representative present at all stages of the specified grievance procedure. The Association reserves the right to represent any member of the Association processing a grievance, regardless of the bargaining unit status of that individual, provided such representation is requested by said member.

5. Protocol

There shall be no reprisal or action to coerce or censure or penalize any grievant or person(s) working in his/her behalf on a specific grievance before, during, or after filing of that grievance. This shall not preclude necessary and proper remedies specifically prescribed for the resolution of the grievance.

6. Days

The term “days” when used in this Article, means regular teacher work days (Monday-Friday).

**B. General**

It is the purpose of this procedure to achieve, at the lowest possible administrative level, equitable solutions to problems that arise. Both parties agree that the grievance proceedings shall be kept confidential at all levels of the procedure.

1. No teacher shall be denied the right to legal advice and/or counsel in any of the levels of the grievance procedure.
2. A grievance may be withdrawn at any level without prejudice or record.
3. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved, and the appropriate administrators.
4. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in this grievance procedure except those records listed in Article 8(1) if they were used in the course of the grievance. However, any records affected by the decision of the action shall be handled in accordance with such decision.
5. The aggrieved, the Association, the Board, and administrative personnel shall openly share information in possession of any of the above which contributes to the processing of a grievance. Both the Association and the grievant shall receive written notification prior to all meetings and official action concerning the grievance.
6. Conferences required by this procedure will be scheduled at such times as will cause the least disruption to the operation of the schools. In the event a meeting must be held during school hours, those persons whose presence is necessary will be released without loss of pay.
7. A grievance applicable to more than one (1) teacher or more than one (1) building concurrently may be submitted in writing by the Association directly to the Superintendent and the processing of such a grievance may begin at Level Two. The Association, in such a circumstance, may elect to process such a grievance through all levels even though the aggrieved persons do not wish to do so.
8. Failure to render a decision at any step within the specified times shall permit the aggrieved to proceed to the next step. Failure at any step to appeal the grievance within the specified time shall not signify acceptance or rejection of the previously-rendered decision. Failure to accept or reject a decision within ten (10) days after receipt of a decision at any level shall indicate that the grievance has been withdrawn.

9. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term.

**C. Informal Procedure**

Within twenty (20) days of the time a teacher knows, or reasonably should have known a grievance exists, he/she should first discuss the problem with the person or persons directly involved (Departmental Chairperson, Principal, Building Representative). The grievant may be accompanied or represented by designated representatives of the Association before the Principal or the aggrieved's Immediate Administrators. The objective of both parties should be to resolve the matter as soon as possible in an informal manner. If the grievance is not settled in this manner within five (5) days, the aggrieved person should follow the formal grievance procedures.

**D. Formal Procedures**

1. Level One

- a. In the event the aggrieved person is not satisfied with the results of the informal procedures and within twenty (20) days of the time the grievant knew, or should have known, that a grievance exists, the aggrieved person shall file a formal grievance on the form Appendix K in triplicate: one (1) for the grievant, one (1) for the Principal, one (1) for the Association President or the grievance will be considered waived unless it is a continuing grievance.
- b. A conference will be scheduled by the Principal within two (2) days after receipt of the formal grievance. The Building Representative may:
  - (1) Confer with the Principal and the aggrieved person.
  - (2) Confer with the Principal with the assistance of other Building Representatives and/or Association representatives.
- c. Within five (5) days after the conference, the Principal shall render a decision and the reasons supporting it in writing to the aggrieved person, with a copy going to the Building Representative.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered at Level One within five (5) days, the aggrieved person may file a formal grievance in with the Superintendent.

- b. The Superintendent or a designee will represent the School Administration at this level of the grievance procedure. Within five (5) days after the receipt of the written grievance by the Superintendent, the Superintendent or designee will meet with the aggrieved person and his/her representative in an effort to resolve said grievance.

3. Level Three

- a. Within fifteen (15) days following the receipt of the written decision from the Superintendent, the Association may submit the grievance to arbitration.
- b. The arbitrator shall be selected from list of five (5) arbitrators which the Association shall request from the AAA. Within seven (7) days following receipt of this list, the Superintendent and the Association shall meet for the purpose of naming the arbitrator either by mutual agreement or by a striking process, whereby each shall alternately strike a name from the list until a final name remains who shall be the arbitrator. The person striking first shall be determined by the single toss of a coin. The arbitrator shall hold a hearing and may request such additional data as may be required in arriving at recommendations. Information originally submitted to the arbitrator or presented at a hearing shall be confined to the information and positions related in the lower levels of the grievance proceedings relative to the parties concerned. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement.
- c. The decision of the arbitrator shall be final and binding. The decision shall be issued as soon as possible but in no event more than thirty (30) days following the date determined by the arbitrator to be the close of the hearing. The cost of the arbitrator's services shall be shared equally by the Board and the Association.
- d. In accordance with Article 8, Paragraphs E and F, the termination or non-renewal of contracts may only be appealed pursuant to the procedures provided in the applicable provisions of the Ohio Revised Code.

**E. Redress**

Nothing in the procedure shall be construed so as to deny the grievant, the Association or its representatives, or the Board or its representatives the right to redress before an appropriate administrative agency or through the courts, if such a course seems to them at their sole discretion more appropriate after the grievance procedure has been fully exhausted.

**F. Policy Changes**

The Association shall be notified in writing and given an opportunity to present a statement to the Board prior to any decision involving a policy change growing out of a grievance.

**ARTICLE 5. COMPENSATION**

**A. Salary Index and Schedule**

1. The Salary Index and Schedule appear in Appendix A & B of this Agreement (see attached).
2. The BA-0 Base Salary shall be:

2015-16	\$35,486
2016-17	\$36,196

3. Members of the bargaining unit whose salary schedule steps were frozen for the 2011-12 and 2012-13 school years shall not have these frozen steps restored.
4. Members of the bargaining unit who do not receive a salary schedule step increase for the 2013-14 school year will receive a one-time lump sum payment of Five Hundred Dollars (\$500.00) to be paid in October, 2013.

**B. Extracurricular Activities**

1. Some services will be required to be performed outside the normal contract day and are recognized as additional services. These services which will be compensated and the criteria to be applied to determine the rate of compensation follow. All indices are based on the B.A. Base (Index 1.00) in effect at that time.
2. The titles and responsibilities of the positions recognized as additional service shall be changed only by the mutual agreement of the Board and the Association.
3. It is recognized that co-curricular participation by staff is important for the total learning environment for students. Accordingly, staff is encouraged to volunteer for these additional services. However, refusal to volunteer for additional services cannot be cause for coercion, censorship, or penalization of any staff member.
4. No one shall receive a lesser dollar amount than they are presently receiving for their present assignment nor less than the dollar amount paid to a nonprofessional for the same service.

**C. Payment Schedule for Athletic Supplemental Positions**

Compensation for supplemental duties shall be as set forth in this Contract. Payments for athletic assignments at both the senior high and 7th, 8th, and 9th grades shall be paid in two (2) equal installments per the following schedule with exceptions as listed:

1. Fall Sports:

First pay date in October and upon season completion following a signed release by Athletic Director.

2. Winter Sports:  
Second pay date in January and upon season completion following a signed release by Athletic Director.
3. Spring Sports:  
Second pay date in April and upon season completion following a signed release by Athletic Director.
4. Marching Band Director and Assistant Marching Band Director:  
Biweekly payments throughout contract year.
5. Varsity/JV Cheerleading Advisor and 9th Grade Cheerleading Advisor:  
Paid in two (2) equal installments at completion of football season and completion of basketball season and upon a signed release by the Athletic Director.

**D. Special Assignments**

The following Additional Compensation Schedule shall apply in the following listed instances:

1. Intervention Specialists/  
Case Managers  
Speech & Language Pathologists  
H.S. Intervention Specialist ISGIs  
Extended Time – 70 hours  
(10 days) per year
2. Alternative Assessments  
Employee shall be granted Change of Duty for the planning, administration, data compilation and report preparation for each alternative assessment.
3. Special assignment extended time is to be scheduled and documented by the Intervention Specialist/Case Manager, Speech and Language Pathologist, or H.S. ISGI in advance with approval of the building principal and is to be used for case manager or alternative assessment duties as applicable. Payment for such duties will be at the end of the first semester and the end of the school year in accordance with the documentation submitted.
4. Split Assignments –Two (2)  
Up to \$300.00 per year depending upon amount of travel involved. Travel expenses shall be based on the following formula:  
Each teacher shall receive Thirty Dollars (\$30.00) a year for each day of the week he/she travels between two (2) schools, and Sixty Dollars (\$60.00) a year for each day of the week he/she travels between three (3) or

more schools. In addition, each teacher shall receive time as needed for travel between schools. This travel payment shall be made in one (1) lump sum payment after the end of the school year.

5. Writing Course of Study: \$250 per course of study

Course of study shall be defined by subject and/or grade/secondary level. When more than one teacher is involved in the writing process for a course of study as defined herein, those teachers shall divide the allocated amount.

6. The Middle School and Elementary School Media Specialists shall work five (5) days beyond the regular school year with the days divided between the pre- and/or post-school days at the option of the employee. At least two (2) such days must be at the end of the school year.
7. The High School Media Specialist shall work ten (10) days beyond the regular school year with five (5) days before the school year begins and five (5) days after the end of the school year.
8. The Elementary, Middle School, and High School Art Teachers and Elementary Music Teachers shall receive One Hundred and Fifty Dollars (\$150.00) per art show and elementary music program, respectively. The number of art shows and music programs per school year shall be by mutual agreement of the Board and teachers but may not be less than one (1) per building per year for each art and music.
9. College Credit Plus (CCP) Teachers shall be paid a stipend of \$1,000 per course per semester for teaching in CCP (If a teacher has two classes of the same course in the same semester, teacher shall be paid \$1,000).
10. The English Language Learners Coordinator shall work ten (10) days beyond the regular school year and shall continue to receive a planning period for assisting in the coordination of the ELL program.

**E. Additional Services and Supplemental Contracts**

1. All additional services contracts shall be separate from the regular teaching contract and normally shall be for a term of one (1) year.
2. Supplemental contracts shall automatically expire at the end of their term without formal action by the Board.

3. Supplemental Duties Defined

Employees performing supplemental duties shall be issued written, individual limited contracts that include:

- a. Duration of supplemental contract;
- b. Title of supplemental position;
- c. Amount of supplemental compensation or hourly rate by payment section;
- d. Supplemental job description.

4. The following provides rationale for the differences in compensation in supplementals:

- a. Group I – Index .0125
  1. Activities meeting occasionally or for short periods of time on a more frequent basis.
  2. Activities of limited responsibility.
  3. Requires little advance on follow-up work
- b. Group II – Index .0250
  1. Activities meeting on a frequent basis.
  2. Often requires working with other staff members.
- c. Group III – Index .0500
  1. Often requires responsibility for concentrated time and effort for public appearances.
  2. Also may include coordinating of several staff members.
  3. Except in a year in which the Board does not have sufficient financial resources to fund position(s), the chair position for each department shall be filled each year by a bargaining unit member from the named department.
- d. Group IV – Index .0750
  1. Activities which require considerable time and effort for much of the year.
  2. Involves extensive training and instruction of students.
  3. Usually involves many public appearances.
- e. Group V – Index .1000
  1. Involves an unusual amount of time and responsibility.
  2. Involves considerable coordination with other staff members.

- f. Group VI – Index .1250
  - 1. May involve considerable time during the summer.
  - 2. Involves extensive training and instruction of students.
  - 3. Involves considerable pressure from many sources
  - 4. Involves considerable time and major responsibility for several public appearances.

5. Filling Supplemental Positions

All qualifications for the supplemental position shall appear on the posting notice.

6. Posting Supplemental Positions

All supplemental vacancies shall be posted ten (10) calendar days prior to filling. Posting shall be done by June 1st by notice on each school's office and lounge bulletin board, by e-mail posting and by notice sent to the Association President. Notice shall include the following:

- a. Duration of supplemental contract;
  - b. Title of supplemental position;
  - c. Amount of supplemental compensation or hourly rate by payment section;
  - d. Supplemental job description.
7. Supplemental contracts may be awarded to employees who held the same position in the previous school year, without posting, no later than June 1st. Multiple year supplemental contracts may be awarded at the discretion of the Superintendent, and to the extent it conflicts with Ohio Revised Code Section 3313.53, the parties agree that this provision supersedes that statute.

8. Acceptance of Supplemental Positions

Acceptance of a supplemental contract shall be voluntary unless the supplemental position is significantly related to the employee's regular teaching position. Any employee who accepts a supplemental contract for the following positions shall be governed by this Section:

Athletic Trainer	Newspaper Advisor (High School)
Marching Band Director (High School)	Vocal Music Director (High School)
Music Activities (High School)	Yearbook Advisor
Music Activities (Middle School)	Melody Men & Melodettes ("M&Ms", High School) If it is a regular class period in the school day.

\*The radio teaching assignment should be linked to the supplemental position.

- 9. A coach entering the system shall be placed on the Schedule according to his/her coaching experience within the same sport in a State Chartered School.

10. Compensation for Supplemental Positions

Compensation for supplemental duties shall be as set forth in this Contract in Appendix C.

**F. Schedule of Paydays**

1. Paydays

Paydays shall be on alternate Fridays in twenty-six (26) equal pays beginning with the first Friday in September.

2. Holidays

If the regularly scheduled payday falls on a holiday or vacation day, the pay date will be moved to the last workday for the Treasurer's Office.

3. ISGI

Individual Small Group Instructors shall be paid on alternate Fridays in twenty-six (26) equal pays beginning with the first Friday in September. ISGIs will be paid based on their assigned hours per day x 184. Increases will be applied annually for the length of the contract. ISGIs will continue to submit time cards for (1) IEP related work, and (2) staff meetings.

**G. Direct Deposit of Pay**

Direct deposit of pay to a compatible financial institution of the employee's choice shall be mandatory for all members of the bargaining unit.

**H. Payroll Withholding Exemptions**

A member of the bargaining unit may change the number of personal exemptions claimed by such employee for Federal Income Tax withholding purposes, a maximum of two (2) times per year, except that a bargaining unit member who has had a change in marital status as a result of death, divorce, dissolution of marriage, or the unemployment of a spouse may change their exemptions because of his/her change in circumstances.

**I. Summer Session Staff and Compensation**

1. Selection of Certificated Staff

- a. In making the selection of teachers for Summer School classes, the primary consideration shall be the best possible instruction for the Summer School student.
- b. Summer School teachers should be currently employed by the District and certificated to teach in the subject area for which application is being made.

- c. If currently employed teachers are not available, the position may be filled with other personnel who are certificated in the appropriate teaching area.
- d. Assignments are made according to the applicant's preference whenever possible.
- e. Preference will be given to those candidates otherwise qualified who have had continuous successful and dependable Summer School teaching experience in the departmental area when not inconsistent with (a) through (d) above.
- f. Seniority in each departmental area shall be determined by the length of current continuous Summer School service. In cases of equal length of current continuous Summer School service, seniority shall be determined by the length of total Summer School service. If the staff member is on an approved leave of absence from day school, as listed below, and does not wish to teach Summer School during the period of leave, seniority shall be maintained at a level reached prior to such leave. Summer School seniority shall terminate with the first day of the next Summer School session succeeding the end of the day school leave if the staff member does not elect to return to Summer School at this point in time. Seniority status shall be the seniority status as of the final day of the preceding Summer School term. In the case that no one with current continuous seniority is available for a Summer School position, the position will be posted. Previous summer school experience in the area(s) of certification will be considered when filling a posted position. Provisions (a) through (e) above will govern selection of summer school staff whenever a teaching position becomes open.
- g. Approved day school leaves of absence as related to Summer School seniority determination shall be medical, maternity, assault, and leave for professional improvement.
- h. In addition, a leave of absence may be granted from just Summer School for medical reasons, for professional improvement, or personal reasons, if circumstances are such that the teacher is to be hired for the summer in question, and subject to the following terms:
  - (1) Leave for professional improvement shall be granted for one (1) summer session and may be renewed for one (1) additional session. A teacher granted leave for two (2) summer sessions shall not be eligible for additional leave until he/she has taught three (3) additional summers after returning from leave.
  - (2) Medical leave shall be granted as needed subject to the presentation of a doctor's written confirmation supporting the need for such leave.

- i. In all cases, seniority shall remain at the level attained prior to granting of approved leave. All leaves shall be arranged through the Superintendent or designee.
- j. Length of service in the District shall be considered in making the selection only after all other criteria have been evaluated.
- k. One evaluation of a Summer School teacher may be conducted by the Summer School Administrator each year utilizing the forms in Appendices G1, G2, H1 and H2. If this additional evaluation is done, it shall not impact the teacher's school year evaluation nor impact the teacher's regular contract.
- l. Selection of applicants shall be made by the Superintendent or designee.

2. Summer Session Compensation

- a. The compensation rate for teachers teaching Summer School shall be as follows per hour of classroom instruction when the class size is twenty-five (25) students or less:

.00092 x BA base per hour

When class size exceeds twenty-five (25), but less than thirty-one (31), the rate shall be as follows per hour

.001 x BA base per hour

- b. The responsibility for course credit, student fees, assignment of students, course scheduling, and cancellation of courses shall rest with the Summer School Administrator.
- c. If twenty-five (25) or fewer students enroll in a given course, the most senior teacher may decline to teach the course without jeopardizing seniority. However, if twenty-six (26) or more students enroll and the most senior teacher declines to teach the course, that teacher shall forfeit seniority according to current policy. The deadline for making this decision shall be the Monday of the week preceding the first day of the course.
- d. If more than thirty (30) students sign up for a given credit course, the first thirty (30) students will be assigned to the most senior teacher, the next thirty (30) to the second most senior teacher, etc. If two (2) sections fill [sixty (60) students], additional students will be divided equally between the two (2) sections to a maximum of thirty-five (35) per class [seventy (70) students] unless otherwise determined by mutual agreement.
- e. If a course is cancelled, all reasonable efforts shall be made to enroll students in other offerings.

- f. In the case of one-fourth (1/4) credit courses, the minimum number of students [Paragraph (c), above] shall be twelve (12). The maximum number shall be determined by space or other physical limitations.
- g. Student fees will be reviewed annually.

**J. Evening School Staff and Compensation**

1. Selection of Certificated Staff for Courses Carrying High School Credit

- a. In the selection of teachers, the primary consideration shall be the best possible instruction for Evening School students.
- b. Teachers currently employed by the District and certificated to teach in the subject area for which application is being made shall be given preference.
- c. Assignment shall be made according to applicant's preference, whenever possible.
- d. Preference will be given to those candidates otherwise qualified who have had continuous successful and dependable Evening School teaching experience in the subject area, when not inconsistent with (a), (b), and (c), above.
- e. Seniority in each subject area shall be determined by the length of current continuous Evening School service. In cases of equal length of current continuous Evening School service, seniority shall be determined by the length of total Evening School service. If the staff member is on an approved leave of absence from day school as listed below, and does not wish to teach Evening School during the period of leave, seniority shall be maintained at the level reached prior to such leave. Evening School seniority shall terminate with the first day of the next Evening School session succeeding the end of the day school leave, if the staff member does not elect to return to Evening School at this point in time. Seniority status shall be the seniority status as of the final day of the preceding Evening School term. In the case that no one with current continuous seniority is available for an Evening School position, the position will be posted. Previous Evening School experience in the area(s) of certification will be considered when filling a posted position. Provisions (a) through (d) above will govern selection of Evening School staff whenever a teaching position becomes open.
- f. Approved Day School leave of absence as related to Evening School seniority determination shall be medical, maternity, assault, and leave for professional improvement in accordance with the terms of this Agreement.
- g. Length of service in the School District shall be considered in making the selection only after all other criteria have been evaluated.

- h. Evaluation of the Evening School teachers shall be conducted by the Director of Evening School according to established procedures.
- i. Selection of applicants for Evening School shall be made by the Superintendent or designee.

2. Evening School Compensation

- a. The compensation rate for teachers teaching Evening School shall be as follows per hour of classroom instruction when the class size is twenty-five (25) students or less:

.00092 x BA base

When class size exceeds twenty-five (25), but less than thirty-one (31), the rate shall be as follows per hour:

.001 x BA base

- b. The responsibility for course credit, student fees, assignment of students, course scheduling, and cancellation of courses shall rest with the Evening School Administrator.
- c. If twenty-five (25) or fewer students enroll in a given course, the most senior teacher may decline to teach the course without jeopardizing seniority. However, if twenty-six (26) or more students enroll and the most senior teacher declines to teach the course, that teacher shall forfeit seniority according to current policy. The deadline for making this decision shall be the Monday of the week preceding the first day of the course.
- d. If more than thirty (30) students sign up for a given credit course, the first thirty (30) students will be assigned to the most senior teacher, the next thirty (30) to the second most senior teacher, etc. If two (2) sections fill [sixty (60) students], additional students will be divided equally between the two (2) sections to a maximum of thirty-five (35) per class [seventy (70) students], unless otherwise determined by mutual agreement.
- e. If a course is cancelled, all reasonable efforts shall be made to enroll students in other offerings.
- f. In the case of one-fourth (1/4) credit courses, the minimum number of students [Paragraph (c), above] shall be twelve (12). The maximum number shall be determined by space or other physical limitations.
- g. Student fees will be reviewed annually.

**K. Credit Union Deductions**

Deductions may be made from more than one (1) payroll every month if desired and requested by a staff member. The number of said changes shall be limited to three (3) per staff member per fiscal year, except that an employee who has had a change in marital status as a result of death, divorce, dissolution of marriage, or the unemployment of a spouse, may make additional changes.

**L. STRS Salary Reduction "Pick-Up"**

1. The Employer "pick-up" of State Teachers Retirement System (STRS) contributions under the salary reduction method shall continue in effect.
2. The current taxation or deferred taxation of the "pick-up" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pick-up" will be deferred. If the IRS or other governmental entity declares the "pick-up" not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

**M. Home Instructor Compensation**

The hourly rate for Home Instructors shall be .0007 X the B.A. Base Salary.

**N. Waiver of Tuition**

1. The Board agrees to grant a waiver of tuition for any child of a member of the bargaining unit who actually resides in his/her home and who enrolls as a student in the District as if the child were enrolled under the District's open enrollment policy.
2. All provisions of the District's open enrollment policy shall apply to such students including the criteria for enrollment and the timing of the application for such enrollment with the following exceptions:
  - a. This waiver does not include special school programs such as all day kindergarten, extracurricular activity fees, special education program, or any program that requires the Board to pay a surcharge or excess cost.
  - b. The teacher has the option of paying the surcharge or excess cost for his/her child to participate in such special programs.

**O. Saturday Session**

There shall be a Saturday School established effective with the 2013-2014 school year. Saturday School shall run for four (4) hours on not more than twenty-four (24) Saturdays per year. During that four (4) hour period, there shall be a police officer present in the building.

There shall be two (2) stipends created, each paid at \$1,200.00, to supervise students attending Saturday School not more than twelve (12) Saturdays per year.

**P. Tuition Reimbursement**

The Board will pay an educational allowance to any staff member upon the presentation of proof of eligibility to the Treasurer in accordance with subsection 5 below.

1. Appropriation

- a. The Board shall appropriate money each year for educational allowance for bargaining unit members as follows:

<b>2015-16</b>	\$30,000
<b>2016-17</b>	\$30,000

- b. The appropriation shall be \$10,000 for each of the three sessions in applicable years as designated.
- c. Unused appropriate amounts for educational allowance from one session shall be carried over to the next session.

2. Qualifying

The Board shall pay an educational allowance to any staff member upon presentation of timely proof of eligibility to the Treasurer that the following requirements have been successfully completed:

- a. The individual making the request for payment must be a member of the bargaining unit at the time the request is made.
- b. Approval is automatic under these conditions:
  - (1) Coursework for reimbursement pertains to an area(s) of certification relevant to classroom instruction, a member's current assignment, an area of certification currently held by the member, or coursework toward a new certification.
  - (2) The coursework shall be a residential or distance learning class offered by an accredited college or university.

3. Limits

Two hundred dollars (\$200.00) will be the maximum paid for each semester hour completed to a maximum of eight hundred dollars (\$800.00) per employee per year. The year will run from June 1 to May 31.

4. Session Schedules

The schedule for application and submission for verification and grades is as follows:

	<b>Session A</b>	<b>Session B</b>	<b>Session C</b>
Dates for coursework completion:	June 1 – August 31	September 1 - December 31	January 1 - May 31
Application accepted starting on:	April 1	August 1	December 1
Deadline for submitting grades & payment verification:	September 30	January 31	June 30

5. Payment will be made on a first-come, first-served application basis until the semester appropriation is fully depleted except as specified below. No course completed in one session can be carried forward into the next appropriation session. The allowance is to be paid within thirty (30) days of the end of each session provided a copy of the grade sheet and verification of the costs incurred have been submitted to the Treasurer no later than the deadline specified for each session in Section 4 above.

In the event the number and expenditure for applicants in any session exceeds the available funds, the funds shall be first allocated to the applicants who did not receive tuition reimbursement the previous session or year; second to those who utilized tuition reimbursement the previous year or for an earlier session of the current year but did not exhaust their \$800 allowance; and third to all other applicants in order of receipt of application.

6. Other Study

In addition to the tuition reimbursement fund specified above, the Superintendent may grant approval for other study.

**Q. Educational Supply Fund**

1. Each year the Board shall have an Educational Supply Fund established by the Board. Teachers may submit requests on the appropriate form to the building principal for classroom supplies.
2. At the beginning of each year, the Association President shall be notified of the amount established for the Educational Supply Fund in each building. No later than April 1 of each year the Superintendent and CFEA President will meet to discuss the budget process and allocation concerns.

**R. National Certification**

If any teacher receives National Board Certification and shows evidence to the Treasurer, the teacher will receive a one-time only stipend of One Thousand Five Hundred Dollars (\$1,500.00) within sixty (60) days of official notification to the Treasurer.

**S. Background Checks**

The Board shall provide a background check service for bargaining unit members' criminal checks. Teachers shall pay \$15.00 for each check.

**ARTICLE 6 – ABSENCE FROM DUTY AND LEAVES OF ABSENCE**

**A. Leave of Absence – General Provisions**

The following provisions shall govern the use of unpaid leaves of absence:

1. Individuals on leaves of absence approved by the Board are subject to the provisions of the Reduction In Force Policy and, if applicable, said policy shall take precedence over all forms of leave.
2. No experience credit will be granted for the period of time the individual is on leave of absence, nor shall additional days of Sick Leave allowance be accumulated during the leave of absence.
3. No leave or combination of leaves of absence shall extend beyond six (6) consecutive semesters (excluding summer terms) unless, in the opinion of the administering officer, unusual circumstances warrant approval. No single type of leave may extend beyond four (4) consecutive semesters except as provided by the Ohio Revised Code.
4. Upon returning from a leave of absence, an individual will not be eligible for additional leaves of absence until he/she has worked for four (4) consecutive semesters (excluding summer terms) unless, in the opinion of the Superintendent or designee, unusual circumstances warrant approval.
5. An individual on leave of absence has the obligation of notifying the Superintendent or designee, in writing, of his/her intention to return to active service or to apply for an extension of the leave by March 1 of each year. If the leave expires at the end of the first semester, these written intentions shall be communicated by December 1.
6. Unpaid leaves of absence shall not be granted to employees to accompany family members on job transfers or to accept employment outside the school system.
  - a. The Superintendent shall have the right to make exceptions to these conditions.

- b. These conditions shall not preclude the right to other applicable forms of leave or conditions of those leaves found elsewhere in this Article.

**B. Sick Leave**

1. The Board will provide the accumulation of Sick Leave at the rate of fifteen (15) days per year with 1.25 days credited for every month of each year the teacher/tutor is under contract, except an employee on an unpaid leave shall not accumulate sick leave during the time on unpaid leave unless statutorily provided. Total accumulation shall not exceed 325 days.
2. New employees to the District shall be credited with accumulated Sick Leave in accordance with ORC Section 3319.141.
3. An employee is entitled to use accumulated Sick Leave only for the following reasons: personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.
4. Illness or injury in the employee's immediate family shall mean an illness or injury with respect to the employee's spouse, significant other (as defined below), parent, child, foster child, grandparent, grandchild, brother, sister, or any person standing in the place of a parent; and/or in-laws holding the same family relationship.

Significant other shall be defined as one who stands in the place of a spouse and who resides with the employee. If an employee wants to take sick leave for a significant other, the employee shall provide proof of residency upon request. The use of sick leave for a significant other is limited to significant illness.

5. Death in the employee's immediate family shall mean the death of the employee's spouse, parent, child, grandparent, grandchild, brother, sister, or any person standing in the place of a parent; and/or in-laws holding the same family relationship.
6. The Board will advance ten (10) days Sick Leave to new employees who have not yet earned Sick Leave, and five (5) days annually to employees who have exhausted all the leave they have earned and submit to the Director of Human Resources a written notice of need for advancement. Sick Leave days which are advanced but which the employee subsequently fails to earn will be deducted from the employee's earned Sick Leave during the following school year. If the employee fails to return the following year, the employee must repay the Board for all advanced Sick Leave days which were not earned. Employees are required to be in authorized leave status or on an approved deduct day for all dates they are absence from the work place.
7. For childbirth or adopting an infant or child, Sick Leave may be used for a period up to nine (9) weeks during the employee's first forty-five (45) paid work days following the birth or adoption. Use of additional Sick Leave beyond the nine (9) week period shall occur under the usual Sick Leave criteria.

8. Falsification of a Sick Leave Statement is grounds for suspension or termination of employment under ORC Section 3319.16.
9. Sick Leave Donation
  - a. If a member of the bargaining unit is currently absent due to the serious or long-term illness or accident of the bargaining unit member, spouse, or minor child, and such member has exhausted all of his/her accumulated sick leave, bargaining unit members may donate up to five (5) days of accumulated Sick Leave to the absent employee.
    1. Bargaining unit members whose sick leave has been depleted by intermittent use not associated with a serious illness shall not qualify for this benefit.
    2. Serious or long term illness is not intended to include normal maternity leave and/or absence due to childbirth. Bargaining unit members seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.
    3. Recuperation from elective surgeries or other elective procedures which could have otherwise reasonably been scheduled during school vacation periods will not qualify for sick leave donation.
    4. The initial determination of whether or not an illness or injury meets the requirements of this section will be made by the Superintendent or designee; such determination shall not be arbitrary or capricious.
  - b. No teacher may receive more than an aggregate of thirty (30) donated Sick Leave days in any one (1) school year.
  - c. The request for donation of Sick Leave days shall be initiated by a teacher on a form (Appendix J) furnished to the Treasurer and CFEA President. It is the responsibility of the Association to notify the bargaining unit of the request.
  - d. The donor shall submit the Sick Leave Donation Authorization Form (Appendix K) to the Treasurer and CFEA office in order to donate days.
  - e. Donated Sick Leave shall be added to the accumulated Sick Leave of the absent teacher and deducted from the donating teacher.
  - f. The requesting bargaining unit member and the Association shall notify the Superintendent and the Treasurer in writing.

**C. Parental Leave**

1. Unless otherwise specified, the provisions shall apply to both male and female teachers.
2. Long-Term Parental Leave Without Pay
  - a. A teacher may elect to go on Long-Term Parental Leave Without Pay at the time he/she withdraws from active service following the birth of a child or in circumstances where there are serious health problems of a bargaining unit member's child. This leave would be for the duration of that current school year, or for one (1) school year if the withdrawal from active service is during the summer break, and after use of Sick Leave and/or FMLA, if so chosen. Upon written request by March 15, Long-Term Parental Leave may be extended for one (1) additional school year.
  - b. Individuals on Long-Term Parental Leave may continue Hospitalization in accordance with COBRA; and for a period of twelve (12) months may continue Term Life Insurance coverage available through the Board by reimbursing the Board for total premium costs. Failure to forward total premium payments to the Board at the stipulated times will terminate this option.
  - c. Requests for reinstatement from Long-Term Parental Leave shall be directed to the Director of Human Resource's Office no later than March 15 of the preceding school year. The teacher may not return at any time other than the beginning of a new school year unless otherwise approved by the Superintendent.
  - d. Upon return from the Parental Leave, the teacher will be assigned to a position for which she is certificated/licensed unless she is involved in a Reduction In Force, in which case reduction in force shall apply. Any teacher returning from Parental Leave shall not be advanced on the Salary Schedule for the period of absence, nor shall any Sick Leave accrue during this time.

3. Adoption Leave

Provisions of Article 6, Section B, may be elected by any employee adopting a child. Only one (1) member of a family may be on Adoption Leave at the same time, at the election of the employee.

**D. Personal Leave**

1. Personal Leave is designed to permit staff members to be absent from duties to take care of personal matters that cannot be handled in any other way or at times other than during normal school hours. Its use, therefore, is to be requested after the employee has given careful thought to the urgency of the reason.

2. Except in unusual circumstances and with prior approval of the Superintendent or designee, Personal Leave may not be used:
  - a. To extend a holiday or vacation;
  - b. To extend a trip;
  - c. On the first or last student day; or
  - d. On any staff in-service or staff development day.
  - e. On a parent/teacher conference day.
3. Personal leave may not be used for any leave purpose which is exclusively governed by another provision of this Agreement nor may it be used for leisure, recreational purposes, or to work at another job, including self-employment.
4. A three (3) working day written notice shall be required prior to the use of any Personal Leave by any member of the bargaining unit except in emergency situations.
5. The following conditions govern the use of Personal Leave:
  - a. Personal Leave shall not exceed three (3) days in any service year.
  - b. Absence on approved Personal Leave shall not be charged against Sick Leave.
  - c. If personal leave is taken during the last two weeks of school or on a Monday or Friday in May, the employee shall state the reason for the leave.
6. Emergency Personal Leave shall be reported in accordance with the same procedures used for Sick Leave. The reason for the emergency shall be reported to the Director of Human Resources as soon as possible.
7. Personal Leave Procedures
  - a. Certificated personnel requesting Personal Leave shall use the approved method, except in cases of an emergency, in which case it shall be reported as soon as possible.
  - b. Except as otherwise required above, staff members are not required to state a reason for the use of such leave. Staff members certify that the use of Personal Leave was not for a prohibited purpose through the electronic reporting system. Falsification of the Personal Leave Form is grounds for disciplinary action.
8. Any unused personal leave shall be converted to sick leave at the conclusion of the contract year.

**E. Leave for Professional Improvement**

1. Reasons for Professional Improvement Leave

- a. To take advantage of full-time programs of advanced or specialized education extending into or through the school year.
- b. To permit individuals to take advantage of special opportunities for fellowships, scholarships, foreign exchange opportunities, and other similar grants requiring leave under written Board policy. The teacher shall assume full responsibility for all costs and contributions and accomplishing arrangements with the State Teachers Retirement System which may be necessary to earn retirement credit while on leave.
- c. To promote and encourage the professional improvement of individual staff members.

2. Eligibility for Professional Improvement Leave

- a. A staff member must have been a member of the faculty for at least three (3) school years prior to the granting of approval for Professional Improvement Leave.
- b. Professional staff members may request Professional Improvement Leave no more than once for every five (5) years of service in the Cuyahoga Falls School System. Staff members applying for Professional Improvement Leave for the first time shall be given priority over those applying for additional periods of professional improvement.

3. Procedure for Applying for Professional Improvement Leave

- a. A written application shall be submitted to the Superintendent or designee listing:
  - (1) The purpose of the leave.
  - (2) The institution involved.
  - (3) The area or areas of specialized education or training involved.
  - (4) The length of the program.
  - (5) Such other information of value in considering the request for leave.

This application should be submitted no later than May 1 for consideration of leave for the following year and by December 1 for the second semester.

- b. Applicants shall be notified of the decision of the Board on said request for leave within thirty (30) days of the date of the application. If Professional Leave is denied, a written explanation shall be given to the applicant.
- c. Each request for leave shall be accompanied by a statement of intent to return to the Cuyahoga Falls City School System for at least one (1) year's service following completion or termination of the leave.

4. General Conditions of Professional Improvement Leave

- a. A member of the instructional staff, upon written request to the Board, may be granted a leave of absence with part pay and full fringe benefits as though he/she were a full-time certificated employee. However, no Sick Leave benefits will accrue during the period of Professional Leave.
- b. The part salary shall be the difference between the employee's regular salary and the BA-0 (1.00) Base Salary. Such pay shall not preclude the acceptance of fellowships or other sources of supplemental income by the employee on leave.
- c. No more than five percent (5%) of the instructional staff shall be granted Professional Leave at one time. Denial of requests for leave shall be based on the provisions and requirements of this policy.
- d. Each approved leave will be for one (1) full school year's duration. However, a renewal of the leave for one (1) additional school year will be considered upon written application prior to the conclusion of the first year's leave. No leave will extend beyond two (2) school years.
- e. Members of the instructional staff returning from leave for professional improvement shall be returned to the same or comparable assignment held prior to such leave.
- f. Records of completion of agreed-upon programs will be filed in the Office of the Superintendent of Schools as soon as possible upon returning from leave.
- g. Upon return to service at the expiration of this leave, the staff member shall resume the contract status held prior to such leave. No experience credit will be granted for the period of time on leave.
- h. The staff member returning from leave for professional improvement shall fulfill the one (1) year employment obligation for each year of approved leave.

**F. Assault Leave**

1. Assault Leave is provided to cover those situations where a staff member has been injured as a result of an assault which occurs in the course of supporting the rules and regulations of the school and in maintaining good order and discipline. Assault shall be defined as injury inflicted upon an employee. The physical and emotional well-being of the employee shall be of primary concern, and appropriate measures shall be taken to aid those injured.
2. Assault leave shall be granted in the event that an employee is absent due to a physical injury which occurs in the course of Board employment.
3. A request for Assault Leave shall be in writing, setting forth the circumstances of the assault, the nature of the disability, and an estimated date of return to service.

To be entitled to Assault Leave pay, the employee must file charges against the person(s) perpetrating the assault and assist with the prosecution and/or discipline of the individual. This requirement can be waived at the discretion of the Superintendent in special circumstances only, such as where an assault is perpetrated by a special needs student and/or where other legitimate mitigating factors exist, but nothing herein shall be deemed to prevent an employee from filing charges.

4. Assault Leave granted under this policy shall not be charged against Sick Leave or leave granted under other leave policies adopted by the Board.
5. A person on Assault Leave shall receive full pay and benefits during the period of the Assault Leave. Such payments shall terminate upon medical determination of fitness to resume duties.
6. To qualify for Assault Leave in addition to the items set forth above, the employee must file a claim with the Bureau of Workers' Compensation for all allowable benefits. Any benefits relative to lost wages, if eligible, shall be remitted to the Office of the Treasurer upon receipt.
7. Nothing in this policy prohibits the staff member from electing to use Sick Leave for the disability period or upon completion of the Assault Leave if the disability is not corrected at that time but is considered to be of a temporary nature.
8. An employee on assault leave in excess of 30 work days shall apply for Disability Retirement. If Disability Retirement is granted, Assault Leave benefits shall end on the effective date of his/her retirement.

**G. Absence of Employees Due to Court Appearance**

1. Any employee who is summoned for jury duty or who is appearing before a court or an agency as a witness as a result of employment with the Board shall suffer no loss in pay. Employees shall have the right to retain any payments or fees received by the employee for such duty.

**F. Assault Leave**

1. Assault Leave is provided to cover those situations where a staff member has been injured as a result of an assault which occurs in the course of supporting the rules and regulations of the school and in maintaining good order and discipline. Assault shall be defined as injury inflicted upon an employee. The physical and emotional well-being of the employee shall be of primary concern, and appropriate measures shall be taken to aid those injured.
2. Assault leave shall be granted in the event that an employee is absent due to a physical injury which occurs in the course of Board employment.
3. A request for Assault Leave shall be in writing, setting forth the circumstances of the assault, the nature of the disability, and an estimated date of return to service.

To be entitled to Assault Leave pay, the employee must file charges against the person(s) perpetrating the assault and assist with the prosecution and/or discipline of the individual. This requirement can be waived at the discretion of the Superintendent in special circumstances only, such as where an assault is perpetrated by a special needs student and/or where other legitimate mitigating factors exist, but nothing herein shall be deemed to prevent an employee from filing charges.

4. Assault Leave granted under this policy shall not be charged against Sick Leave or leave granted under other leave policies adopted by the Board.
5. A person on Assault Leave shall receive full pay and benefits during the period of the Assault Leave. Such payments shall terminate upon medical determination of fitness to resume duties.
6. To qualify for Assault Leave in addition to the items set forth above, the employee must file a claim with the Bureau of Workers' Compensation for all allowable benefits. Any benefits relative to lost wages, if eligible, shall be remitted to the Office of the Treasurer upon receipt.
7. Nothing in this policy prohibits the staff member from electing to use Sick Leave for the disability period or upon completion of the Assault Leave if the disability is not corrected at that time but is considered to be of a temporary nature.
8. An employee on assault leave in excess of 30 work days shall apply for Disability Retirement. If Disability Retirement is granted, Assault Leave benefits shall end on the effective date of his/her retirement.

**G. Absence of Employees Due to Court Appearance**

1. Any employee who is summoned for jury duty or who is appearing before a court or an agency as a witness as a result of employment with the Board shall suffer no loss in pay. Employees shall have the right to retain any payments or fees received by the employee for such duty.

3. The employee will respond to the Superintendent within fourteen (14) calendar days of the date of the Superintendent's Notice Letter, stating which option the employee has selected and providing any other information required by this Procedure.
4. If the employee intends to pursue a Disability Retirement, the employee shall send a request for a Leave of Absence (which will be treated as a request for a Voluntary Leave of Absence pursuant to ORC Section 3319.13) to the Superintendent along with the employee's response to the Superintendent's Notice Letter.
  - a. The Superintendent will present the employee's request for a Voluntary Leave of Absence to the Board for approval.
  - b. The employee will submit an application for Disability Retirement with the State Teachers Retirement System Board (STRS) and may use Sick Leave pending the decision on eligibility, as determined administratively by STRS personnel.
  - c. In lieu of requesting a Voluntary Leave of Absence, the employee may resign from his/her position.
5. If the employee chooses the option of a medical examination:
  - a. The employee shall submit to one (1) of the following medical examinations for a recommendation of whether the employee is able to resume his/her duties:
    - (1) By an impartial physician designated by the Employer and compensated by the Employer; or
    - (2) Both an impartial physician selected and compensated by the Employer and a physician selected and compensated by the employee. If these physicians disagree, they shall, in good faith, choose a third impartial physician who shall examine the employee. The expenses of the third examination shall be paid equally by the parties.
      - (a) The name and business address of the physician selected by the employee shall be given in the employee's response to the Superintendent's Notice Letter.
      - (b) If the employee fails to provide the above information selected, the employee will be examined only by a physician selected by the Board.
  - b. The physician(s) will be requested to perform an evaluation to determine whether the employee is physically or mentally fit, as such may be the case, to resume his/ her duties.

- c. The employee shall furnish to the physician(s) medical records of prior diagnosis and treatment for physical or mental conditions, as may be applicable, for the physician(s) to use in the evaluation.
  - d. Either the Board or employee may submit information to the physician(s) regarding the employee which is pertinent to the medical examination. A copy of any information submitted to the physician(s) shall be given to the other party.
  - e. The physician(s) may use their own professional discretion in determining the extent of the evaluation which is necessary to render their professional opinion.
  - f. The physician(s) shall be requested to issue a written report to the Board and employee certifying whether the employee is able to resume his/her duties.
  - g. All physicians selected shall be licensed in the State of Ohio.
6. If the employee is found to be fit to perform assigned duties, the Employer shall pay the medical costs incurred by the Employee in the process.
7. If, as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on an Un-requested Unpaid Leave of Absence until:
- a. If evaluated initially by the physician selected by the Board, the employee obtains documentation from the physician certifying that the employee is able to resume his/her assigned duties; or
  - b. If evaluated initially by either two (2) or three (3) physicians selected by both the Board and the employee, the employee obtains documentation from two (2) of three (3) physicians certifying the employee is able to resume his/her assigned duties.
8. If an employee is placed on an Un-requested Unpaid Leave of Absence, the employee may request statutory due process in accordance with Ohio law.
9. Upon initiation of the Procedure by the Superintendent, the employee may be assigned by the Superintendent from his/her regular assigned duties. In case of such assignment, the employee will continue to receive his/her regular pay until he/she is placed on an Unpaid Leave of Absence. If the employee selects the option of pursuing a Disability Retirement, and requests a Voluntary Leave of Absence, the employee will continue to receive his/her regular pay until the request for a Voluntary Leave of Absence is approved by the Board.

10. Refusal by an employee to follow this Procedure, including failure to respond to the Superintendent's Notice Letter, failure to select an option as required by the Superintendent's Notice Letter, or the failure to submit to an examination by physician(s), may result in further action by the Board including the institution of proceedings for termination of contract.

## ARTICLE 7 – FRINGE BENEFITS

### **A. Comprehensive Major Medical Insurance**

1. Benefits

*Medically necessary:*

Hospital Room and Board (365 days average semi-private)

Necessary Ancillary Services

Out-Patient Services (Testing)

Surgical Services including Ambulatory Surgery

In-Patient Medical Services

Out-Patient Medical Services (Accidents)

Diagnostic Services

Therapy

Maternity

Psychiatric Care

Ambulance

Private Duty Nursing

Home Health Care

Extended Care

Substance Abuse

Hospice Care

Second Surgical Opinions

Required Medical Equipment

Prosthetic Appliances

Birth Control Pills

Lifetime Limit – Unlimited

\$500 Deductible for Single Coverage, effective 1/1/16

\$1,000 Deductible for Family Coverage, effective 1/1/16

(This also increases the OOP limits since it includes deductible)

Therefore, effective 1/1/16, new OOP limits will change to \$1,000/\$2,000 (In network) and \$1,250/\$2,500 (out of network).

Coordination of Benefits

Subrogation Rights

Claim Audits

Utilization Review

Exclusion of Weekend Admissions

Administrative Liberalizations

Preferred Provider Option

Employee Incentive Option

Employee Education Program

2. Payments

	Employee premium contribution shall be:	
Status I	2015-2016	Twelve percent (12%) effective 10/1/15
	2016-2017	Twelve percent (12%)
Status II	Eighty percent (80%) paid by the Board	
Status III	Not eligible for access to group plan.	

**B. Prescription Drugs**

1. Benefits

Medically necessary prescriptions will be filled or refilled up to the prescribed limits.

The plan shall require generic medications to be dispensed unless specifically prescribed Dispense as Written (DAW). Generic medications for prescriptions filled at the pharmacy shall not have a copayment.

In the event that generic medication is not available or the medication is prescribed DAW the employee shall pay a copayment of twenty dollars (\$20) for preferred brand drugs, or forty dollars (\$40) for non-preferred brand drugs, at the pharmacy.

In the event the participant elects a brand drug voluntarily, the participant will pay the applicable brand copayment plus the cost difference between the generic and the selected brand medication. However, the cost to the employee shall not exceed the discounted cost of the medication.

All retail prescriptions will be limited to a 30 day supply and all mail order prescriptions shall provide up to a 90 day supply at 2.5 times the retail co-pay.



2. Payments

<b>Single/Family Coverage:</b>		
Status I	2015-16	Twelve percent (12%) effective 10/15/15
	2016-17	Twelve percent (12%)
Status II	Board pays eighty percent (80%)	
Status III	Not eligible for access to group plan	

**D. Insurance for Married Partners**

1. When married partners are both Status I employees of the Cuyahoga Falls School District, one (1) family Comprehensive Major Medical, Prescription, and Dental Insurance Plan will be provided.
2. The second partner who waives his/her Comprehensive Major Medical, Prescription, and/or Dental Insurance(s) for the entire insurance year shall be paid the following in one (1) lump sum, with the first paycheck in August subsequent to the completion of the year's waiver:
  - a. Comprehensive Major Medical \$800.00
  - b. Prescription 0.00
  - c. Dental \$200.00

This payment is discontinued; however, employees who received this payment prior to the effective date of this Agreement shall be grandfathered and continue to receive this payment.

3. An employee who has waived any of the coverages described above may only reapply effective at the beginning of the insurance year, unless there is a change in family or employment status.
4. Notification of the open enrollment deadline for insurance shall be sent to employees not less than 30 calendar days before the deadline.

**E. Life Insurance**

1. Benefits (*Benefit levels reduce at age 70*)

Status I	Term Life Insurance shall be equal to one (1) times annual salary
Status II	Term Life Insurance shall be equal to one half (½) the annual salary
Status III	Are not eligible.

2. Payments

Fully Board paid.

**F. Severance Pay**

1. An employee of the Board, upon retirement from active service under provisions of the appropriate public employees retirement system, shall receive severance pay equal to one-fourth (¼) of his/her accumulated Sick Leave days up to fifty-one (51) days (204 x 0.25).

Additionally, the employee shall receive one tenth (1/10) of his/her accumulated sick leave beyond 204 accumulated days to a maximum twelve (12) additional days of paid severance. Said payment shall be based on the per diem rate at the time of leaving active service.

2. This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system, provided that the employee has been in the District for at least ten (10) years and meets or exceeds the age and/or service requirements of the appropriate retirement system.

3. The above payments shall be exempted from deductions except as provided by law.

4. Retirement Incentive

In addition to the provisions of 1 and 2, above, employees shall receive thirty percent (30%) of their final year's salary if they retire at the end of the first school year after having:

- a. Completed thirty (30) years of service, at least ten (10) of which were in the Cuyahoga Falls District.

or

- b. Completed twenty (20) or more years of service at age sixty (60).

5. Each eligible employee shall receive his/her severance pay in one (1) payment to be paid at the time of retirement.

6. Annuity Option

- a. Tax sheltered annuity contributions can be made for severance and retirement bonus payments only in accordance with IRS regulations.
- b. The Board shall maintain a 403(b) program utilizing the providers for which there was a payroll slot as of January 1, 2007.

7. Notification Bonus

Employees who intend to resign or retire effective at the end of the school year and who submit their written resignation to the Superintendent or designee on or before December 1<sup>st</sup> shall receive a one thousand five hundred dollar (\$1,500.00) severance payment in addition to any severance benefits prescribed in paragraphs 1 through 6 above. This payment will be made within thirty (30) days after the effective date of the employee's resignation or retirement.

**G. Definition of Status of Employee**

1. The definitions below will determine status of employment in determining eligibility for benefits and such other purposes as may be appropriate.

2. Status I

Status I employees shall be defined as: "All employees who are appointed on an annual or regular basis [one hundred twenty (120) or more days per year] and who perform thirty (30) or more hours of service weekly, exclusive of overtime or additional hours required on a special or temporary basis."

3. Status II

Status II employees shall be defined as: "All employees who are appointed on an annual or regular basis [one hundred twenty (120) or more days per year] and who perform less than thirty (30) but twenty (20) or more hours of service weekly, exclusive of overtime or additional hours required on a special or temporary basis."

4. Status III

Status III employees shall be defined as: "All employees who perform as substitutes, casual labor, student labor, persons employed by contract with a third party, persons paid on a per-unit basis or performance basis, and all employees who work less than twenty (20) hours weekly."

5. No employee hired prior to August 27, 1994, shall suffer a reduction in status as a result of this change.

6. ISGIs status for insurance eligibility purposes shall not be less than that of the ISGI employee during the 1997-98 school year unless otherwise impacted by RIF action in accordance with this Agreement or if the employee bids on a different assignment.

**H. Cash Incentive to Opt-Out of Insurance Plans**

Any Status I or Status II employee who is otherwise eligible to subscribe to the school's comprehensive major medical, prescription drug, and dental insurance plans but elects not to subscribe to any of said plans shall receive an annual payment for opting-out of all insurance plans as follows:

Status I	\$2,500
Status II	\$1,000

Payment will be made in the first payroll in August following the end of the school year as defined in this section if the employee has not been enrolled in the plan for the entire school year. In order for the employee to be eligible for the cash incentive for opting-out of the insurance plan, he/she must complete the necessary forms as requested by the Board and must indicate that he/she is covered by a medical insurance plan elsewhere. An employee who elects this non-participation option and who loses primary coverage due to death or divorce of a spouse, loss of a spouse's benefits, or termination/RIF of a spouse's employment shall become eligible immediately for benefits under the insurance plans provided herein.

**ARTICLE 8. PERSONNEL**

**A. Teacher Assignments**

Teacher assignments are made in accordance with the needs of the schools.

1. Length of Assignment

- a. Teaching assignments are made on or about August 1 and are effective for one (1) year.
- b. Vacancies occurring during the school year will be filled with volunteers having the appropriate license/certificate. Only when no qualified volunteer is available will the position be filled by involuntary transfer.

2. Procedure for Assignment

- a. Teacher assignments are recommended to and by the Superintendent of Schools for final authorization.
- b. Consideration is given to teacher preference in subject areas, grade levels and building.

3. Involuntary Transfer

- a. Positions may only be filled by involuntary transfer when no volunteer acceptable to the Superintendent or designee is available.
- b. An involuntary transfer shall only be made for compelling operational needs which cannot be reasonably achieved through other means.
- c. Notice of an involuntary transfer during the school year, excluding the first fifteen (15) calendar days, shall be given at least ten (10) days before the transfer is to occur. The transferred teacher may waive such notice and accept the new assignment immediately.
- d. Whenever an involuntary transfer is necessary, the Superintendent or designee will give consideration to transferring the least senior teacher holding the appropriate certification/license.
- e. An involuntary transfer may occur only after a meeting with the teacher and the Superintendent or designee, at which time the teacher will be given the reasons for the transfer, may discuss them, and may present any objections. This meeting will occur within one (1) week after the notification of the pending reassignment. The teacher may have a representative of the Association present during such meeting.
- f. Involuntary transfer will involve no reduction in compensation or tenure, with the exception of those circumstances where the newly assigned position has different employment conditions, such as different supplemental pay or extended hours, as outlined in this Agreement.

4. Notice of Vacancies

- a. A vacancy is defined as a bargaining unit position which the administration intends to fill which is either newly created or which is vacant because of death, retirement, resignation, termination or non-renewal.
- b. Periodic meetings shall be scheduled between the Superintendent or designee and the CFEA President for the purpose of discussing staff vacancies.
- c. Each vacancy shall be posted in each building, by District e-mail and on the Board website for six (6) work days. The posting shall include:

Date of posting;  
Grade level and/or subject area;  
Certification/licensure required;  
Building in which vacancy exists; and  
Date posting closes.

A copy of each posting shall be timely sent to the Association President.

d. In general, transfers will not be made during the course of the school term.

e. Application

Any employee having proper certification/licensure may apply for the position by submitting a letter to the Director of Human Resources' Office.

f. Selection

The building administrator shall interview the applicants and make a recommendation from amongst the internal candidates to the Superintendent and Board. Internal candidates shall be subject to the interview evaluation system. The Board shall award the position to an internal candidate. If there are no acceptable internal applicants, the Board may externally post and fill the vacancy.

5. Seniority

If all relevant considerations are substantially equal, when considering the transfer, assignment or reassignment of teachers, preference shall be given to the individual currently employed in the School District with the most seniority within the District who requests such assignment.

6. Individual Small Group Instructors (ISGI)

ISGIs who apply for a teaching position for which they are properly certified shall be subject to the provisions in Section 5 above. If a position is offered, ISGIs will be placed on the appropriate column and step not to exceed the fifth step.

**B. Employment and Retention of Teachers**

1. Evaluation of Teachers in Regard to Contract Renewal

a. Teachers serving under limited contracts shall have their teaching performance evaluated in accordance with Article 8, Paragraph K.

b. Teachers eligible for continuing contracts must be recommended to the Superintendent by the Principal on the basis of annual evaluations. Continuing contracts will not be offered unless the individual is deemed an outstanding teacher. Continuing contracts will normally be issued at the end of a current limited contract. However, at the request of the teacher, a three year limited contract shall be interrupted for consideration of tenure.

c. Teachers teaching under temporary certification shall be replaced as soon as possible with people properly certificated and trained.

2. Professional Growth and Maintenance of Certification/License

- a. All teachers shall be encouraged to keep abreast of current educational practices through professional reading, educational workshops and conferences, inservice training, and further study and training.
- b. In support of this policy, the Board will continually strive to:
  - (1) Provide the best possible facilities;
  - (2) Promote conferences, workshops, and inservice training opportunities;
  - (3) Work for better economic conditions for its employees.
- c. It shall be the responsibility of all bargaining unit members to maintain valid certification/licensure for positions they are assigned to teach or which they have taught in the Cuyahoga Falls City School District in the last five years. The Board is under no legal obligation to continue the employment of any bargaining unit member who fails to maintain appropriate licensure/certification.

3. Newly-Hired Teachers

- a. Teachers who are hired on or before August 1 prior to the start of a school year to fill a newly created position or who are hired to fill a vacancy resulting from a resignation or retirement shall be given a limited teaching contract and shall be placed on the salary schedule at their proper placement and shall receive all benefits provided teachers under this negotiated Agreement.
- b. For vacancies resulting from a resignation or retirement which occur after August 1, the Board has the right to begin the school year with a casual substitute for a period up to forty-five (45) school days. Once a teacher has been selected to fill the position on a permanent basis, the teacher will be given a limited teaching contract for the balance of the school year, appropriately placed on the salary schedule retroactive to the first day worked, and given all fringe benefits provided in this Agreement.
- c. Employees hired to replace a person on a one (1) or more year leave of absence shall be given a long term substitute contract after they have served in the same position for sixty (60) or more school days.

**C. School Day**

- 1. The school day for teachers shall be seven and one-half (7 1/2) hours including a thirty (30) minute duty-free lunch period and shall fall between the hours of 7:00 a.m. and 4:00 p.m.

2. The school day shall consist only of the assigned teacher day schedule.
3. Each teacher should teach no more than his/her assigned load in any one (1) day.
4. Non-teaching Time
  - a. Each secondary teacher should have a duty-free lunch period equal in length to that of the students but shall be no less than thirty (30) minutes.
  - b. Each teacher may be assigned an advisory class (i.e., homeroom).
  - c. (1) Each teacher shall be given two (2) planning and conference periods per day at the High School, Middle Schools, and Elementary Schools during the school day. One (1) of these periods shall be during the student day and shall be of a length equal to a regular teaching period. The second planning and conference period may be a split period with time given before and after the student day. The total amount of time in the second planning and conference period will be equal to a regular teaching period, except at the middle schools where it can be reduced to 35 minutes for only those teachers who have a team planning period and at the High School where it shall total no less than thirty-five (35) minutes. These periods need not be consecutive, but there shall be no duties assigned during these periods. Departmental activities and scheduled staff meetings are considered a proper use of planning and conference periods, but together cannot utilize more than a total of one planning and conference period per month. Administrators may require teachers to meet on an individual basis to review data with them or for other reasons during a teacher's planning and conference time; however, Administrators shall not require these meetings more than twice per month.
    - (2) Teachers will attend up to one (1) staff meeting per month as scheduled by the Building Principal. By the end of the first week of each semester, each Principal shall provide each teacher with the schedule of regular monthly staff meetings to be held beyond the school day for that semester. Teacher attendance at staff meetings shall not be required to exceed one (1) hour beyond the regular student day.
  - d. Any teacher who is responsible for five hundred (500) or more students shall be given one (1) additional planning period per day.
5. Elementary noon playground supervision will be handled by regular certificated building staff members on a compensatory time basis (reduced teaching load).

6. Elementary Building Principals may assign certificated staff members extra-duty responsibilities in lieu of a specific teaching assignment during the school day. The time required for performing the extra-duty assignment shall not exceed the time allotted within the schedule. Duties performed outside the school day shall be compensated according to the current Collective Bargaining Agreement.

7. Intervention Assistance

Response to Intervention (RtI) participation shall be a voluntary activity and shall not be an assigned duty with the exception of the high school where it may be an assigned duty for teachers who do not have a case manager load. RtI meetings shall be held during the school day whenever possible. The case manager shall be granted release time for attendance at RtI meetings.

**D. Contracts of Certificated Personnel**

1. Limited Contracts

a. Teachers shall be issued contracts in the following sequence:

1 year contract – Upon initial employment

1 year contract – Upon reemployment for second year

1 year contract – Upon reemployment for third year

3 year contract – All subsequent contracts shall be for three (3) years until such time as the teacher qualifies for a continuing contract.

b. At the teacher's request prior to October 15 in any year, a three-year limited contract shall be interrupted for consideration of tenure.

2. Extended Limited Contract

Extended limited contracts may be issued for any teacher who is eligible for a continuing contract and where deficiencies are noted. Said extended limited contract shall be in accordance with ORC Section 3319.11.

3. Continuing Contracts – Effective August 23, 2011 (Based on current statute)

To be considered for a continuing contract (tenure):

a. In order for a teacher to be considered eligible for continuing contract status, he or she must have served in the district for a minimum number of years as follows:

(1) Three years of teaching (not necessarily consecutive) within the last five-year period and at least five years in Ohio; or

- (2) Two years of service as a teacher or administrator, if the teacher previously held a continuing contract in another Ohio school district.
- b. The teacher must have on file by March 15 of the school year of tenure eligibility either:
  - (1) A professional, permanent, or life certificate
  - (2) A professional (5-year) license (under prior law, or a “senior” or “lead” professional license under current law)
- c. If a teacher holds a professional, permanent, or life certificate, no additional coursework is required for continuing contract eligibility.  
  
 If a teacher holds a professional license, then he or she must also have completed additional coursework in order to be eligible.
  - (1) If the teacher did NOT hold a master’s degree at the time he or she received his or her first teaching certificate/license, 30 semester hours of relevant coursework must have been taken since the receipt of that first teaching certificate / license.
  - (2) If the teacher DID hold a master’s degree at the time he or she received his or her first teaching certificate / license, 6 semester hours of relevant graduate coursework must have been taken since the receipt of that first teaching certificate / license.
- d. A person who receives their initial educator license after January 1, 2011 may not become eligible for continuing contract status in any district until he or she has held an educator license for at least 7 years.
- e. Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by October 15 of the school year in which the teacher becomes eligible.

4. Types of Contracts for ISGIs

a. Limited Contracts

Limited contracts shall be granted to employees who do not qualify for a continuing contract.

b. Continuing Contracts

Continuing contracts as an ISGI shall be considered for employees who meet the continuing contract eligibility requirements pursuant to ORC Section 3319.11.

5. ISGI Seniority List Clarification

- a. An ISGI who is subsequently appointed to a classroom teaching position in the bargaining unit shall be given seniority credit for years of service as an ISGI, to the extent that such years of service meet the requirement of at least one hundred twenty (120) days.
- b. An ISGI who is subsequently appointed to a classroom teaching position in the bargaining unit must have completed at least one (1) year of classroom teaching experience before being eligible for a continuing contract. An ISGI who does not successfully complete the year of classroom teaching has the right to return to an ISGI position for the subsequent school year. Continuous service as an ISGI shall not be broken for the year as a classroom teacher.

**E. Termination of Contracts**

- 1. A teacher under limited contract is automatically reemployed unless he/she receives notice on or before June 1 that he/she is not to be reemployed.
- 2. Any certificated employee wishing to resign shall notify the Superintendent of Schools of such intent in writing as soon as possible.
- 3. No teacher may terminate his/her contract after July 10 preceding the contract year without the consent of the Board. The penalty for an unauthorized resignation is a one (1) year suspension of certificate/license if the Board files a complaint with the State Superintendent of Public Instruction.
- 4. The contract of a teacher may be terminated by the Board in accordance with ORC § 3319.16.

**F. Non-renewal of Limited Contracts**

Non-renewal of limited teaching contracts and the appeals rights of teachers contained therein shall be in accordance with ORC Section 3319.11.

**G. Contract Year**

1. Work Year

- a. The work year for teachers shall be 184 days, as follows

- 178 – Student contact days
- 2 – Conference days
- 3 – Teacher days (See #4 below)
- 1 – In-Service Day

- b. In the event ODE approves a waiver day, there shall be 177 student contact days and two (2) in-service days.

- c. NEOEA Day will be a scheduled unpaid non-work day for bargaining unit members.

2. Evening Conference

Two evening conferences and one (1) day conference shall be scheduled at each elementary and middle school building. Two evening conferences shall be scheduled at the high school building. One release day will be scheduled by the Board as part of the district calendar as release time for the evening conferences. The date of the release day will be determined prior to the development of the district calendar by vote of the entire teaching staff.

The Faculty Advisory Council in each building shall submit by February 15<sup>th</sup> one proposed date for the release day. All dates submitted by the buildings shall be included on the ballot.

3. Kindergarten

Kindergarten teachers shall have two (2) conference days per session each semester and their number of student days shall be adjusted. A kindergarten teacher may elect to waive one or more conference days with the approval of the building principal.

4. Teacher Days

The three (3) teacher days shall be as follows:

- a. Day before school starts – ½ of the day to be used at administrative prerogative and ½ of the day to be used by the teacher for preparation.
- b. Semester Records Day – Day following last day of first semester.
- c. Year End Records Day – Day following the last student day of school year.

5. Calamity Make-Up Days

In the event more than five (5) calamity/snow days are used in a year, the time may be made up, but make-up days shall not be scheduled during spring break week and in no case shall a teacher work in excess of their contractual work year.

6. Early Release

Two (2) early release days of teacher prerogative time of no less than two (2) hours will be provided on the last day of the first nine week grading period and on the last day of the third nine week grading period.

## **H. Staff Substitutes**

The following guidelines will govern the utilization of regular staff members in a substitute capacity when a regular substitute is unavailable, or when utilization of a regular substitute is impractical.

1. Regular staff members will be utilized as paid substitutes when:
  - a. A regular substitute cannot be provided.
  - b. Another staff member has not volunteered to cover a class of a colleague.
  - c. A request to participate in a school-assigned activity makes it necessary for a teacher to be away from the classroom.
2. Substitute service by staff members will be on a voluntary basis and utilized within the guidelines established by this Section, except in emergency situations as specified in Paragraph 5, below.
3. Compensation for staff substitute teaching shall be:

Thirty-nine (39) minutes or less	– \$20.00
Forty (40) to fifty (50) minutes	– \$25.00

In the event two teachers share a substitution, payment shall be shared on a pro-rated basis, but in no event shall the combined payment exceed the class duration compensation specified herein.

4. The Board will make a reasonable effort to provide substitutes for ISGIs and Title I teachers.
5. ISGI and Title I teachers shall not serve as substitutes for other teachers, except in emergency situations as defined in paragraph 7 below.
6. Such substitute assignment and pay will include classes, study halls, absorption of all students of an absent teacher, or other regularly assigned teaching assignments for which substitute service is needed.
7. In the daily operation of the public school system, emergency situations develop which may call for assignment of temporary duties beyond the regular work schedule. School personnel should at all times be prepared to accept and carry out reasonable emergency duty assignments made by the Building Principal. In such emergencies, a grace period of not more than two (2) periods beyond the period when the emergency occurs will be allowed for a substitute to be located and get to the building. After this grace period, Item 1, above, will be implemented.

8. Selection, Service, and Assignment

a. At the opening of the school year, all teachers will be requested to supply the following information to the Building Principal on the provided forms:

- (1) Willingness to serve as a part-time substitute.
- (2) Frequency of service (to indicate specific days of the week).
- (3) Time of day teacher is available.

Subjects or subject field in which the teacher is qualified and willing to serve.

- (a) If a teacher feels he/she is no longer capable of serving as a substitute, it will be his/her responsibility to notify the Principal in writing that he/she wishes his/her name to be removed from the substitute roster for a period of time.
- (b) Teachers who indicate availability to serve as outlined above will receive assignments as soon as is practical following determination of need by the office staff.
- (c) The Building Principal will establish procedures for scheduling and recordkeeping of substitute work.
- (d) Efforts will be made on the part of the Building Principal to make an equitable distribution of opportunities to substitute among the participating teachers.
- (e) Payment will be made at regularly scheduled pay periods during the year.

9. The Principal or his/her representative will clearly stipulate in his/her request for an emergency substitute whether such duty shall be reimbursed under these guidelines.

10. Regular staff members will be utilized as unpaid substitutes when a teacher's regular teaching assignment has been lessened, for example, due to students on field trips or early graduation of seniors. These teachers with lessened loads will be available to cover regular teacher assignments within the school at the discretion of the Principal. No additional pay will be granted for such assignments unless the time assigned exceeds the regularly assigned load for that teacher that day. The uninterrupted planning and conference period shall still be provided according to the teacher's schedule that day.

**I. Professional Personnel Records**

1. Personnel records should include, but not be limited to, the following:
  - a. Application for employment, including references
  - b. Ohio teacher certificates/licenses
  - c. Transcript of college credits showing the official record of the degree granted (original or certified copy)
  - d. Record of military service
  - e. Record of tuberculosis test or X-Ray
  - f. Copy of the completed BCI report
  - g. Teacher evaluations
  - h. Appropriate educational commendations and/or awards
2. Excluding Items (a) through (h), above, the teacher shall receive one (1) copy of any material placed in the personnel file. To facilitate this, a copy of all such material shall be sent to the teacher when the original is placed in the file. Both the original and the copy shall show the date of the filing. The teacher shall have the opportunity to reply in writing to any such material, and such reply shall be attached to the filed copy.
3. Anonymous letters or materials shall not be placed in the personnel file, nor shall they be made a matter of record. The personnel file shall not contain any record of student performance nor any designation of status pertaining to highly qualified.
4. Each member shall have the right, upon request, to review all contents of his/her own personnel file, with the exception of references listed in Item (1)(a), above. A representative of the Association may, at the member's request, accompany the member in such a review.
5. The Association President or a designated Association representative shall have the right to examine, at the teacher's written request, the complete files pertaining to the member, with the exception of references listed in Item (1)(a), above.
6. The personnel file for each teacher shall be maintained by the Administration.
7. Information in the personnel file is a public record and may be removed from the file only upon the mutual agreement of the teacher and the Administration. The destruction of any documents must only occur in accordance with law.

**J. Professional Rights**

1. When a teacher is requested to appear before an administrator for the purpose of a disciplinary interview, such interview shall be conducted in accordance with the following procedure. A “disciplinary interview” shall mean an interview in which the teacher might be reprimanded for violation of negotiated policies, Board policies, or local, state or national law affecting the operation of the school system.
2. In the event a disciplinary interview is conducted, the following procedures shall apply:
  - a. The teacher and CFEA President shall receive a written notice at least twenty-four (24) hours prior to the holding of a disciplinary interview. The notice shall contain the time and place of the interview and shall include the purpose(s) for the disciplinary interview.
  - b. The interview shall be conducted in private, except that the teacher may request the presence of a representative of his/her choice. When such a request is made and such request has been communicated with the Superintendent or designee as appropriate, the interview shall not proceed until the representative is in attendance unless the representative is not available within two (2) working days. The Superintendent or designee may also utilize a representative as may be appropriate.

**K. Teacher Evaluation**

The parties have entered into a Memorandum of Understanding (MOU) with all of evaluation forms attached which is incorporated herein by reference.

**L. Academic Freedom**

1. Our school system seeks to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of a respect for the Constitution and The Bill of Rights, and to instill appreciation of the values of individual personality.
2. It is recognized that these values can best be developed in an atmosphere free of censorship and artificial restraints upon free inquiry and learning and in which academic freedom for the teacher and student is encouraged.
3. Accordingly, it is agreed that teachers have a responsibility to promote an atmosphere of inquiry and rational thought regarding controversial issues. Such issues may be raised when relevant to the course subject. The Board will uphold academic freedom for classroom presentations and discussions which are relevant to the course subject, and which do not conflict with law or the teaching profession’s Code of Ethics. In performing their teaching functions, teachers may express their personal opinions, when clearly labeled as such, on matters relevant to the course content.

**M. Substitute - High School Library**

When the High School Media Specialist and the Assistant High School Media Specialist are absent and classes are scheduled in the library, a substitute will be provided.

**N. Contracts, Counselor – Extended Time**

1. Elementary Counselors employed on or after August 1, 2013, will be given six (6) days of extended time to be worked four (4) days before and two (2) days after the regular school year unless other arrangements are made with the building principal. The extended days shall be paid at the employee's per diem rate.
2. Middle School and High School Counselors employed on or after August 1, 2013, will be a total of fifteen (15) days of extended time to be worked before and/or after the regular school year as coordinated by the building principal, which includes but is not limited to such additional time as is required for:
  - a. ACT Testing (2)
  - b. Career Awareness night
  - c. College Fair
  - d. Crisis Team Work
  - e. Eighth Grade Orientation
  - f. Financial Aid Night
  - g. IEP Meetings
  - h. Post Secondary option Meeting
  - i. Senior Recognition
  - j. Senior Graduation

The salary for High School Counselors and Middle School Counselors shall include the teacher's regular salary in accordance with the Teacher Salary Schedule plus a supplemental salary. The extended days shall be paid at the employee's per diem rate.

3. Elementary, Middle School, and High School Counselors employed prior to August 1, 2013, shall be paid in accordance with the provisions of the prior Agreement. This includes any current guidance counselor who transferred levels or who transfers levels in the future.

**O. Long Term Substitutes**

1. A long term substitute, for the purpose of this Agreement, shall be a substitute employed to replace a bargaining unit member who has been granted leave pursuant to this Agreement and who has worked in the same position for sixty (60) or more consecutive days.

2. Persons employed as long term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.
3. Long-term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long-term substitute contracts shall automatically expire at the conclusion of the Agreement without further action by the Board.
4. The provisions of this Agreement regarding evaluation and renewal of teacher contracts shall not apply to long term substitutes. Further, the Board and Association agree to waive the procedures and rights contained in ORC Sections 3319.11 and 3319.111 with respect to long term substitutes, and the parties agree that long term substitutes shall not have the right to file a grievance.
5. Long-term substitutes shall have no displacement or recall rights under the Reduction In Force procedure in this Agreement and shall be excluded from same.

**P. Study Hall Monitors**

As vacancies occur in Study Hall Monitor positions, consideration shall be given to reducing those positions and meeting study hall needs utilizing current certified staff.

**Q. Home Instruction**

Whenever possible, assignments shall be given to the full-time professional staff.

**R. Individual Small Group Instruction**

Except as specified in Article 5(J)(3), 8(A)(7), 8(D)(4,5), 7(G)(6), 11(G), and 11(H), and below, ISGIs shall be entitled to all other provisions of the Negotiated Agreement.

1. Work Year

The work year for ISGIs shall be one hundred eighty-four (184) workdays per year. This shall not preclude the hiring of additional ISGIs after the start of the school year.

2. Hours

- a. The regular workday for ISGIs shall normally be a minimum five (5) hours per day. This shall not preclude the Superintendent from exercising his/her right to employ ISGIs of less than five (5) hours per day when operationally necessary. However, this shall not allow the proliferation of short-hour ISGIs.
- b. No employee's hours of work shall be less than the hours the employee was paid in the 1997-98 school year, unless otherwise impacted by RIF action in accordance with this Agreement or unless the employee bids to a different assignment.
- c. Duty free lunch shall be unpaid.

3. Assignment

During times when an ISGI does not have an ISGI assignment with one (1) or more students in attendance or other contractually provided period, the Superintendent or designee may assign the ISGI to other teaching duties.

4. Extended Time

Extended time shall not automatically be granted to ISGIs in the same manner as it is for special education teachers, but may be provided as assigned by the Superintendent to meet the needs of the educational program.

5. Compensation and Placement

Individual Small Group Instructors shall be paid based on the individual's training and experience as listed below:

		Years in the District:	
*Index Factor	=	.85 for	0 to 1
		.90 for	2 to 5
		.95 for	6 to 10
		1.00 for	11+
		1.02 for	13+

Any ISGI who works less than or more than the time reflected on the charts will be paid on a pro-rata basis.

**Cuyahoga Falls ISGI Salary Schedules**

<b>Cuyahoga Falls ISGI Salary Schedules</b>									
<b>2015-2016</b>			<b>6.5 HOURS</b>						
Step	Exp.	Index	BS	BS+15	150 HRS	MA	MA+15	MA+30	PHD
		Base	27.55	28.38	29.20	30.30	31.14	31.97	32.78
1	0-1	0.85	28,006.27	28,847.76	29,689.24	30,806.13	31,652.70	32,499.26	33,324.87
2	2-5	0.9	29,653.70	30,544.68	31,435.66	32,618.26	33,514.62	34,410.98	35,285.16
3	6-10	0.95	31,301.13	32,241.61	33,182.09	34,430.38	35,376.54	36,322.71	37,245.45
4	11-12	1	32,948.56	33,938.54	34,928.52	36,242.51	37,238.47	38,234.43	39,205.74
5	13+	1.02	33,607.53	34,617.31	35,627.09	36,967.36	37,983.24	38,999.12	39,989.85
<b>2016-2017</b>			<b>6.5 HOURS</b>						
Step	Exp.	Index	BS	BS+15	150 HRS	MA	MA+15	MA+30	PHD
		Base	28.10	28.95	29.78	30.91	31.76	32.61	33.44
1	0-1	0.85	28,566.40	29,429.79	30,277.94	31,422.25	32,285.75	33,149.25	33,991.37
2	2-5	0.9	30,246.77	31,160.96	32,058.99	33,270.62	34,184.91	35,099.20	35,990.86
3	6-10	0.95	31,927.15	32,892.12	33,840.05	35,118.99	36,084.08	37,049.16	37,990.36
4	11-12	1	33,607.53	34,623.29	35,621.11	36,967.36	37,983.24	38,999.12	39,989.85
5	13+	1.02	34,279.68	35,315.75	36,333.53	37,706.71	38,742.90	39,779.10	40,789.65

<b>Cuyahoga Falls ISGI Salary Schedules</b>									
<b>2015-2016</b>			<b>6.25 HOURS</b>						
Step	Exp.	Index	BS	BS+15	150 HRS	MA	MA+15	MA+30	PHD
		Base	27.55	28.38	29.20	30.30	31.14	31.97	32.78
1	0-1	0.85	26,929.11	27,738.23	28,547.34	29,621.28	30,435.29	31,249.29	32,043.15
2	2-5	0.9	28,513.17	29,369.89	30,226.60	31,363.71	32,225.60	33,087.49	33,928.04
3	6-10	0.95	30,097.24	31,001.55	31,905.86	33,106.14	34,015.91	34,925.68	35,812.93
4	11-12	1	31,681.30	32,633.21	33,585.11	34,848.57	35,806.22	36,763.87	37,697.82
5	13+	1.02	32,314.93	33,285.87	34,256.81	35,545.54	36,522.34	37,499.15	38,451.78
<b>2016-2017</b>			<b>6.25 HOURS</b>						
Step	Exp.	Index	BS	BS+15	150 HRS	MA	MA+15	MA+30	PHD
		Base	28.10	28.95	29.78	30.91	31.76	32.61	33.44
1	0-1	0.85	27,467.69	28,297.88	29,113.40	30,213.71	31,043.99	31,874.28	32,684.01
2	2-5	0.9	29,083.44	29,962.46	30,825.96	31,990.98	32,870.11	33,749.24	34,606.60
3	6-10	0.95	30,699.18	31,627.04	32,538.51	33,768.26	34,696.23	35,624.19	36,529.19
4	11-12	1	32,314.93	33,291.62	34,251.06	35,545.54	36,522.34	37,499.15	38,451.78
5	13+	1.02	32,961.23	33,957.45	34,936.08	36,256.45	37,252.79	38,249.13	39,220.81

Cuyahoga Falls ISGI Salary Schedules									
2015-2016			5.5 HOURS						
Step	Exp.	Index	BS	BS+15	150 HRS	MA	MA+15	MA+30	PHD
		Base	27.55	28.38	29.20	30.30	31.14	31.97	32.78
1	0-1	0.85	23,697.62	24,409.64	25,121.66	26,066.73	26,783.05	27,499.38	28,197.97
2	2-5	0.9	25,091.59	25,845.50	26,599.41	27,600.06	28,358.53	29,116.99	29,856.68
3	6-10	0.95	26,485.57	27,281.36	28,077.15	29,133.40	29,934.00	30,734.60	31,515.38
4	11-12	1	27,879.55	28,717.22	29,554.90	30,666.74	31,509.47	32,352.21	33,174.08
5	13+	1.02	28,437.14	29,291.57	30,146.00	31,280.07	32,139.66	32,999.25	33,837.57
2016-2017			5.5 HOURS						
Step	Exp.	Index	BS	BS+15	150 HRS	MA	MA+15	MA+30	PHD
		Base	28.10	28.95	29.78	30.91	31.76	32.61	33.44
1	0-1	0.85	24,171.57	24,902.13	25,619.80	26,588.06	27,318.71	28,049.36	28,761.93
2	2-5	0.9	25,593.42	26,366.96	27,126.84	28,152.07	28,925.70	29,699.33	30,453.81
3	6-10	0.95	27,015.28	27,831.80	28,633.89	29,716.07	30,532.68	31,349.29	32,145.69
4	11-12	1	28,437.14	29,296.63	30,140.94	31,280.07	32,139.66	32,999.25	33,837.57
5	13+	1.02	29,005.88	29,882.56	30,743.75	31,905.67	32,782.46	33,659.24	34,514.32

6. Other Compensation

- a. ISGIs shall be compensated at their hourly rate for attendance at faculty meetings scheduled by the Building Principal. Attendance shall be at the Principal's option.
- b. Elementary and middle school ISGIs shall receive special assignment compensation at scheduled rates for two and one-half (2.5) hours for each IEP they prepare. Special assignment time is to be scheduled by the ISGI in advance with the approval of the principal and is to be used for writing IEPs and other IEP related work.

7. Planning Time

- a. ISGIs who work at least five (5) hours a day performing individual small group instruction shall be scheduled for one instructional period of planning time per school day. ISGIs who work fewer than five (5) hours a day shall be scheduled for an average of twenty (20) minutes of planning time per school day.
- b. However, in no case shall the planning time of an ISGI be less than the ISGI had in the 1997-1998 school year if the ISGI is servicing the same student who necessitated planning time in excess of thirty (30) minutes. In the event an ISGI is requested to serve as a substitute during his/her planning period, or lunch period, the ISGI will be treated and paid in accordance with Article 8(H).

**S. Special Exclusion - Staff**

It may be necessary to exclude staff from active involvement in school activities because of health conditions which could be transmitted to others; however, no employee shall be required to be tested for any communicable disease unless such test is mandated by the Board of Health. The following procedures shall be followed in any such special exclusion:

1. The determination of whether an employee is to be excluded from active involvement in school activities shall be made on a case-by-case basis by a team composed of public health personnel and the employee's physician. In making this determination, the team shall consider (a) the physical condition of the employee, (b) the expected type of interaction with others in the school setting, and (c) the impact on both the infected employee and others in that setting. It is the intention of these guidelines that the determination of employee placement be based solely on scientific and medical evidence, and not on unfounded fears of any communicable disease or public pressure.
2. The Superintendent or designee shall notify the staff member of the special exclusion and, if possible, the length of the special exclusion. Staff members placed on special exclusion shall be entitled to full pay and benefits and shall maintain seniority during the period of special exclusion.
3. The special exclusion shall be terminated and the staff member returned to full standing as soon as the legal matter has been resolved or the health condition certificated to be cured or safely controlled.
4. The special exclusion shall not be used as a means of discipline.
5. The decision of the Superintendent or designee relative to the special exclusion may be appealed to the Board.
  - a. Any such appeal shall be in writing directed to the President of the Cuyahoga Falls City Board of Education, 431 Stow Avenue, Cuyahoga Falls, Ohio 44221, no later than five (5) days following the first day of the special exclusion.
  - b. The Board shall schedule a hearing within ten (10) days of the receipt of the written appeal.
    - (1) The hearing shall be in Executive Session.
    - (2) The appellant shall be entitled to be represented by counsel at the hearing.
    - (3) The Board shall make its decision in writing no later than five (5) days following the conclusion of the hearing, or no later than the next regular meeting of the Board, whichever is later.

- c. "Days" for the purpose of this policy shall be defined as days school is in session.

**T. Lesson Plans**

Teachers recognize the value of Lesson Plans for the continuation of the daily activities of all students of the district. The ultimate purpose of planning is to provide for the student's continuity of learning. To that effect, the teacher shall be responsible for the preparation of Lesson Plans.

**U. Computer Technology Support**

The board shall provide computer technology support for each building. Teachers shall submit all tech support requests to their building Leader Technology in writing. The building Leader Technology will contact the appropriate technology support staff office as needed.

**V. Class Size/Workload**

1. Elementary

- a. After the third week of school, the building size for kindergarten and first grade shall not exceed twenty-two (22) students per teacher. Any kindergarten in excess of 22 students shall be provided an ISGI for two (2) hours per session unless the teacher declines the ISGI. Any 1<sup>st</sup> grade class in excess of 22 students shall be provided an ISGI for two and one-half (2½) hours per day unless the teacher declines the ISGI.
- b. After the third week of school, any 2<sup>nd</sup> grade class in excess of 25 students shall be provided an ISGI for two and one-half (2.5) hours per day unless the teacher declines an ISGI.

2. High School

The Department Head of each department shall schedule the classes for his/her department pending the approval of the principal.

3. ISGI

The class size for middle and high school ISGIs shall not exceed five (5) regularly scheduled pupils per class period.

4. Special Education

Special Education class size shall not exceed state standards.

5. Open Enrollment

Except in extraordinary circumstances, the Board shall place each inter-district open enrollment student in the building and class with the smallest class size at the applicable grade level. Except for special needs students, siblings shall be placed in the same building.

**ARTICLE 9. CURRICULUM**

**A. Professional Learning Community**

1. A Building Leadership Team (BLT) will be formed in each building consisting of representatives from each grade level or department.
2. The District Leadership Team (DLT) shall be formed consisting of representatives from each BLT.
3. The BLT and DLT shall follow the PLC format and shall operate by consensus.
4. The DLT shall discuss and consider what inservice needs the District and buildings have. The DLT shall make recommendations regarding topics and speakers for inservice.
5. Committee members shall be appointed by mutual agreement of the CFEA President and the Superintendent.

**B. Specialists**

1. Music, art and physical education classes shall be taught by specialists in the subject area.
2. Individual or small group instruction shall be provided by certificated specialists for speech therapy, psychological testing, remedial reading and math, tutoring, ESL and guidance counseling.

**ARTICLE 10. ASSOCIATION**

**A. CFEA Officers**

1. Every attempt will be made to correlate the released time and/or planning and conference time of the CFEA President, Vice President, Treasurer, and Secretary.
2. The CFEA president shall be granted release time for one instructional period each day. An attempt will be made to provide this release time at the end of the school day.

3. The CFEA President may be granted additional release time during the year for Association business.
4. The Cuyahoga Falls Education Association (CFEA) President, Vice-President, Secretary, and Treasurer have the option to be paid a stipend by the Board as identified by the CFEA. The CFEA shall prepay the Board for the cost of the stipends, state/federal taxes and any applicable retirement costs payable to the Ohio STRS.

**B. Faculty Advisory Committee**

1. The Principal shall establish policies and procedures for the orderly operation of the school after consultation with a Faculty Advisory Committee, department heads, and other staff members.
2. There shall be a Faculty Advisory Committee in each of the buildings.
3. The Faculty Advisory Committee shall meet at least once a month, October through May, on dates established ahead of time and placed on the school calendar, unless cancelled or postponed by mutual consent.
4. The Principal shall serve as chairperson. All members may submit items and discuss possible solutions which will best serve the educational program of the school.
5. A Recorder shall be elected from the group membership who will prepare and distribute to each member a summary of the minutes and recommendations of each meeting. Copies of the minutes will be sent to the Superintendent of Schools and the Association President. Decisions of the Principal and recommendations of the advisory group should be communicated regularly with the building staff.
6. Membership in the Faculty Advisory Committee shall be the Administrative Principal, the CFEA Building Representative(s), and four (4) other members.
7. The four (4) other members in Elementary and Middle School buildings shall be two (2) members appointed by the Principal and two (2) members appointed by the CFEA Building Representative(s).
8. The Middle School Advisory Committees shall consist of the Building Principal, Assistant Principal, Building Representatives, and four (4) other members. Two (2) of the latter are to be appointed by the Building Representatives.
9. The four (4) other members at the High School shall be appointed by the Principal.

10. The area in which the Faculty Advisory Committee shall function shall include the following:
  - a. The Faculty Advisory Committee, or Department Chairpersons as appropriate, shall develop a priority listing for the utilization of educational supplies. The Faculty Advisory Committee shall recommend how available funds may be utilized to accomplish the priority established. The Faculty Advisory Committee shall work closely with the Principal to effectively and efficiently utilize available funds.
  - b. Scheduling of uncompensated duties for classroom teachers shall be done after consultation with the Faculty Advisory Committee.
  - c. Procedures shall be established in a building to implement the rules and regulations of the Board of Education and/or by a Principal that affects the classroom teaching staff or the operation of the classroom after review by the Faculty Advisory Committee.
11. FAC - Faculty Advisory Committee meetings should not normally exceed one hour in length. All items for consideration at Faculty Advisory Committee meetings are to be submitted to a Cuyahoga Falls Education Association Building Representative. The Building Representative is responsible for consolidating the concerns and for submitting the consolidated items to all committee members not fewer than 48 hours in advance of the meeting. Normally, the principal is to come to the meeting prepared with data/responses to the concern.

**C. Payroll Deduction for Association Dues**

1. The Board Treasurer will deduct from Association members' paychecks, where authorized by the member, an amount equal to the total dues listed in the authorization in equal biweekly payments, beginning with the first payroll of October and ending with the second payroll in the month of July. All appropriate authorization data must be filed with the Board Treasurer two (2) weeks prior to the first payroll in October of each year. In the case of resignation or retirement, the remaining dues money will be subtracted from the final paycheck unless a request is made by the staff member in writing not to do so.
2. The Board Treasurer shall send a biweekly written printout to the Association Treasurer indicating members having Association payroll deductions.
3. The Board agrees to honor continuous dues deduction authorizations executed in accordance with this Article. Such authorization may be revoked only in writing, with such revocation received by the office of the Treasurer during the period of September 1 through September 15 each year. If a member should elect to discontinue payroll deductions for membership dues, the Board Treasurer will notify the Association President of this action. This section shall have no effect on the procedures or conditions of Section E (Fair Share Fee) below.

4. If a member should elect to discontinue payroll deductions for membership dues, the Board Treasurer will notify the Association President of this action.
5. In cases where individuals elect to become members after the initial payroll deduction for dues, their dues will be deducted in equal biweekly payments beginning with the first eligible payroll deduction and ending with the second deduction during the month of July.
6. The Board Treasurer will deduct from Association members' paychecks, when authorized by the member, an amount equal to the total contributions listed in the authorization in equal biweekly payments as applies to payroll deduction for Fund for Children and Public Education (FCPE) contribution.

**D. Purchase of STRS Credit**

When authorized by the member, the Board Treasurer will deduct from staff member paychecks an amount equal to the total authorization for the purpose of purchasing eligible retirement credit from STRS.

**E. Fair Share Fee**

1. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Local, a Fair Share Fee for the Association's representation of such nonmembers 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.

2. Notification of the Amount of Fair Share Fee

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

3. Schedule of Fair Share Fee Payers

a. All Fair Share Fee Payers

Payroll deduction of such Fair Share Fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first date on or after the later of (1) sixty (60) days employment in a bargaining unit position, or (2) January 15.

b. Upon Termination of Membership During the Membership Year

The Board Treasurer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

4. Transmittal of Deductions

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

5. Procedure for Rebate

The Association represents to the Employer that an Internal Rebate Procedure has been established in accordance with ORC Section 4117.09(C) and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the Internal Rebate Procedure adopted by the Association.

7. Indemnification of Board

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

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employee by a non-member for which indemnification may be claimed.
- b. The Association shall reserve the right to designate counsel to represent and defend the Board.

- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
- d. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement.

**ARTICLE 11. REDUCTION IN FORCE**

- A. If the Board suspends teaching contracts pursuant to ORC Section 3319.17 or for substantiated financial reasons, seniority shall be determined by length of continuous service in the Cuyahoga Falls City School District. Continuous service shall not be broken by authorized leaves of absence, but will be broken by a resignation or any other termination (excluding suspensions) of employment. In the event two (2) or more employees have the same length of continuous service, preference will be given:
  - 1. To the teacher first hired by official action of the Board.
  - 2. If not resolved under Subsection 1, above, to the teacher who first applied for a certificated position in the Cuyahoga Falls City School District, which is verified by the date stamp on the application.
  - 3. If not resolved under Subsection 1 or 2, above, to the teacher who has the greater service in the system, regardless of continuity.
  - 4. If not resolved under Subsection 1, 2, or 3, above, to the teacher who has the greater career service, regardless of where earned.
  - 5. If not resolved under Subsection 1, 2, 3, or 4, above, to the teacher who prevails in a determination by lot.
- B. In the first week of February, the Administration will make available in each school building a seniority list, a copy to be provided to the CFEA President, of certificated staff members with continuing contracts, limited contracts, continuing ISGI teaching contracts, and limited ISGI teaching contracts. The seniority list will identify years of service, the date the teacher was hired by official action of the Board, certification(s) currently on file, current assignment, and system-wide seniority.
- C. Within ten (10) calendar days of the posting date of the seniority list, any corrections to the seniority list by staff members will be given to the Superintendent or designee, and a copy of the same will be provided to the CFEA President. A final corrected seniority list will be made available during the last week of February. Thereafter, teachers shall be eligible for retention in a RIF only in those teaching areas for which the teacher has filed a valid teaching certificate with the Personnel Office.

- D.** At least forty-five (45) days prior to the Board action suspending teaching contracts implementing a RIF, the Board agrees to notify the CFEA President in writing of its intention to implement a RIF. Subsequent to this notification, the Board and the Association shall meet to discuss the anticipated reduction. Subsequent to this initial meeting, and after the employees affected by the reduction have been identified, such employees shall be notified of the anticipated suspension of their teaching contracts. This notification shall occur at least seven (7) days prior to Board action suspending contracts. No contracts shall be suspended under this provision after the last Board meeting in July.
- E.** Teachers whose contracts are suspended shall forthwith be placed on a recall list, a copy of which shall be given to the CFEA President. No new teachers shall be employed by the Board while there are teachers on the recall list who are certificated for the particular position the Board intends to fill.
- F.** A teacher whose name appears on the recall list shall be offered reemployment when a position becomes available for which he/she is certificated. Appropriately certificated teachers shall be returned to active employment in order of system-wide seniority, except that in all cases, continuing contract teachers, if any, shall have a preference over limited contract teachers. The following procedures shall apply:
1. The Board shall recall the teacher to active employment by giving written notice by registered or certified mail to the teacher. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with an offer of reemployment.
  2. If a teacher does not accept reemployment in writing, postmarked within fifteen (15) calendar days from the date said notice was delivered unless an extension is granted in writing by the Superintendent, said teacher shall be considered to have rejected the recall and shall be permanently removed from the recall list.
  3. Teachers refusing recall in an area for which they hold certification shall be removed from the recall list except as provided below.
    - a. All Art, Music, and HPE specialists must hold the proper special certificate.
    - b. The Middle Schools are classified as secondary schools and assignments are based on certification in subject matter areas. However, if a vacancy exists in 7th and/or 8th grade English, Social Studies, Math, or Science; and there is no recall list in that subject matter area, the holder of an Elementary certificate would be offered that vacancy. If such a case, this would be considered to be an Elementary assignment. If the teacher declined this assignment, his/her position on the Elementary recall list would not be affected.
  4. Each limited contract teacher shall remain on the recall list for twenty-seven (27) months from the teacher's last day of active service, unless the teacher fails to accept recall or waives his/her recall rights in writing.

5. Each continuing contract teacher shall remain on the recall list for sixty-three (63) months from the teacher's last day of active service, unless the teacher fails to accept recall or waives his/her recall rights in writing.
  6. A teacher who is recalled shall be credited with the Sick Leave accumulation and years of service for salary schedule placement that the teacher had at the time of contract suspension, plus any additional Sick Leave or service earned in the interim by teaching in any other Ohio district.
  7. Teachers on the recall list shall be removed from the list upon employment under a regular teaching contract in any other school district.
- G.** ISGIs whose contracts have been suspended due to a RIF shall be placed on a recall list for ISGIs only, and the current negotiated RIF procedures shall be applied to ISGIs as a separate and distinct group (i.e., ISGIs who appear on a recall list shall not have the right to displace regular teachers nor shall they have the right to be recalled to a teaching position for which they are certified). With this exception, this RIF procedure shall apply to ISGIs.
- H.** However, all ISGIs on the recall list shall be notified of teaching vacancies, including vacancies which occur during summer months when school is not in session, for which they have a valid teaching certificate on file. Those on the recall list who apply for said vacancies shall be granted an interview for the vacant position.
- I.** No preference for seniority shall be given upon layoff or recall, except when making a decision between teachers who have comparable evaluations. Further, the parties agree that to the extent allowed by law the procedures in Article 11 are intended to supersede any conflicting provisions of O.R.C. §3319.17 and related statutes.
- J. Comparable Teachers Defined**
1. The definition of comparable evaluations shall be as follows:
    - a. The rating scale for comparable evaluations shall be determined by a numerical scale based upon a three (3) year weighted average.
    - b. Points for each evaluation rating shall be awarded based upon the following scale:
      - 1) Accomplished = 4 points
      - 2) Skilled = 3 points
      - 3) Developing = 2 points
      - 4) Ineffective = 0 points

- c. The sum of the ratings over three (3) years shall be applied to the following scale to determine comparable evaluations:

A = 10-12 points

B = 6-9 points

C = 0-5 points

Example: Where a teacher is rated Accomplished for two (2) years and Proficient for one (1) year, the categories to which the teacher would be assigned for comparable evaluations would be computed as follows:

$$\begin{aligned} \text{Accomplished (4)} + \text{Accomplished (4)} + \text{Skilled (3)} &= \\ 4 + 4 + 3 &= 11 \end{aligned}$$

Thus, this teacher would be assigned to category A for determining comparable evaluations.

- d. Where only one (1) evaluation is available, the category would be determined by multiplying the teacher numerical rating by three (3).

Example: A teacher rated Skilled would be assigned to a category as follows:

$$\text{Skilled (3)} \times 3 = 9$$

Thus, this teacher would be assigned to category B for determining comparable evaluations.

- e. Where only two (2) evaluations are available, the ratings for both years would be added, and the result would be multiplied by the number 1.5 to determine the comparable category.

Example: A teacher with two (2) years of evaluations with both evaluation ratings as "Developing." The comparable category for this teacher would be computed as follows:

$$\begin{aligned} \text{Developing (2)} + \text{Developing (2)} &= 4 \\ 4 \times 1.5 &= 6 \end{aligned}$$

Thus, this teacher would be assigned to comparable category B.

- f. For the 2013-14 and 2014-15 school years, all teachers' comparable categories would be computed using the methods described in paragraph d. above for the 2013-14 school year and paragraph 3. above for the 2014-15 school year.

## **ARTICLE 12. ADDITIONAL PROVISIONS**

### **A. Teachers' Lounge**

A minimum of one (1) faculty lounge shall be provided in each building. Physical and aesthetic standards shall be determined by the Building Principal working cooperatively with the Faculty Advisory Committee. Where possible, additional faculty lounges may be established.

### **B. School Calendar**

Annually, prior to March 1, the Superintendent or designee shall consult with the CFEA President in considering the calendar for the coming year.

### **C. Students on IEPs**

Support staff shall be provided in accordance with a student's IEP.

### **D. Student Discipline**

1. Administrators shall administer discipline in accordance with the building's student handbook.
2. Teachers shall have an opportunity each year for input to the building's student handbook.
3. If the Superintendent or designee or the Principal reinstates a pupil prior to the hearing for emergency removal, the teacher may request and shall be given written reasons for the reinstatement.
4. The teacher may temporarily remove any student who displays violent behavior. The teacher shall notify the office who shall be responsible for promptly removing the student. Extended exclusion shall be in accordance with Board policy.
5. When a student is assigned to a class as a result of a known disciplinary transfer, information essential to the operation of the class shall be conveyed to the teacher by way of Principal-Teacher conferences no later than one (1) school day prior to the entrance of that student to said class. This provision shall not apply if revealing such information is contrary to law.

### **E. Printing of Negotiated Agreement**

Each professional staff member shall be provided an updated copy of the negotiated Agreement following ratification of both parties. The Board shall take the responsibility of preparation (including typing). Copies of this Agreement shall be printed at the shared expense of the Association and the Board, and the Association will present it to all teachers now employed or hereafter employed by the Board.

**F. Smoke-Free Environment**

All school facilities and grounds shall be smoke free.

**G. Teacher Certification and Licensure**

1. The Board and the Association agree to create and maintain a Local Professional Development Committee (LPDC).

In the event Senate Bill 230 is legislatively modified, the parties shall comply with any required legislative modification. In the event of permissive legislative modification, the parties shall meet to bargain any amendments. Failure of the parties to reach agreement on permissive modification shall result in retention of the current contract language.

2. The LPDC shall oversee and review professional development plans for course work, continuing education units (CEUs), and/or other equivalent activities and the Master Teacher process.

3. The term of office for members serving on the Committee shall be three (3) years.

4. Committee Composition and Selection

- a. The Committee shall be comprised of five (5) members as follows:

Three (3) classroom teachers  
One (1) Principal  
One (1) other appointee by the Superintendent

- b. The three (3) teacher members shall be appointed by the Association President. The Principal and the other appointee shall be appointed by the Superintendent.

- c. In the event of a vacancy, the Committee member shall be replaced in accordance with Subsection (4)(b), above.

5. The Committee chairperson shall be determined by majority vote of the Committee members.

6. A quorum shall consist of a majority of the members of the Committee and shall be required to take action. Decisions shall be made by majority vote of the Committee members present.

7. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs. When available through specific state funding, training expenses shall be provided for Committee members. When the above funding sources are not available, LPDC training for Committee members as deemed appropriate by majority vote of the Committee shall be considered as a part of the District's staff development leave process.
8. The LPDC shall meet as it deems necessary to complete its work. Not later than September 10 of each year, the Committee shall post in each building its meeting schedule. Additional meetings may be scheduled as necessary.
9. Bargaining unit members serving on the LPDC shall be paid according to Group III of the Supplemental Contract Schedule (.05) for training and Committee work performed outside the regular work day or work year.
10. Each LPDC member may be released without penalty during the regular school day to attend scheduled meetings. Such release time shall be arranged by the Superintendent and shall include a minimum of two (2) days per year, except for the first year of implementation which shall be a minimum of three (3) days.
11. The LPDC shall approve all CEU programs, course work for all certified/licensed employees as included by statute, as well as other activities that may provide CEUs; and the LPDC shall establish and/or approve the criteria for the above programs.
12. Appeals Process
  - a. If the Individual Professional Development Plan (IPDP) is rejected by the LPDC, the educator shall be given a copy of the IPDP Review criteria with the reasons for the rejection clearly indicated. Any educator who disagrees with a decision of the LPDC shall first seek reconsideration from the LPDC under rules established by the Committee. The educator may amend the initial submission and/or submit additional documentation/rationalization to the LPDC.
  - b. After reconsideration, if lack of approval still exists, the educator may appeal within forty-five (45) calendar days of receipt of the reconsideration decision.

The decision on reconsideration shall be heard by an Appeals Panel which shall be comprised of three members:

One (1) certificated/licensed educator selected by the educator;

One (1) certificated/licensed educator selected by the LPDC;

One (1) certificated/licensed educator mutually agreed upon by the educator and the LPDC.

c. This Appeals Panel is the final step in local resolution to the appeal.

13. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated Agreement.

**H. English as a Second Language Coordinator**

The position of English as a Second Language Coordinator shall be created. The Coordinator shall be paid in accordance with the Teacher Salary Schedule.

**I. Internet Usage**

1. Monitoring Students

Teachers will make reasonable efforts to monitor student internet usage in class. Upon discovery of student access to controversial material or internet purchases, the teacher shall inform the principal. The teacher shall not be subject to disciplinary action if reasonable efforts were taken.

2. Employee Usage

a. Employees shall be permitted reasonable use of Board provided computers and electronic devices in teacher-accessible areas of their building conditioned upon the employee's annual signed agreement (Appendix F) to adhere to the District's "Acceptable Use Policy" in effect during the 2006-07 contract year.

b. Any amendments to the 2006-07 "Acceptable Use Policy" during the term of this agreement shall require the concurrence and signature of the Association president.

3. Review

Review of computer files, electronic mail, and voice mail will only be done in the ordinary course of business and will be motivated by a legitimate business reason.

**J. Administering Medication**

Bargaining unit members shall not be required to administer/dispense medication nor to be custodians of medication. In emergency situations, teachers are expected to assist to the best of their ability in these emergency situations and shall participate in training scheduled by the Board during the individual teacher's contractual day.

**K. Committee Meetings**

1. Participation on all committees shall be voluntary.

**L. Personal Information**

The Board shall not make available to any non-district employee the School Personnel Directory except through a proper public records request.

**ARTICLE 13. SPECIAL NEEDS/IEP PROVISIONS**

**A. Individualized Education Plan (IEP)**

1. Employees whose duties involve the implementation of an IEP or 504 Plan shall be provided the opportunity to participate in the development of the IEP/504 Plan and be present at the IEP meetings.
2. Any member of an IEP team has the right to dissent with any portion(s) of the IEP.
3. The District will provide electronic access to all IEPs and copies of 504 plans to each teacher with responsibility for the education of a student on an IEP/504 plan.
  - a. The district shall, upon request, provide training for any teacher/tutor on utilizing the computer to access the IEPs/504s.
  - b. Within the first week of school the District shall, provide each teacher/tutor with a list of his/her students who have an IEP/504. The teacher shall be timely notified of updates during the year.
4. Each teacher shall be informed of his/her responsibilities regarding implementation of the IEP and about the specific modifications and supports to be provided.
5. Any employee whose duties involve the implementation of an IEP can request reconvening the IEP team to review and consider modifications to the IEP and/or the placement of the student.

**B. Training**

On an annual basis the Board shall make available the opportunity for inservice training to teachers to assist in addressing the legal and education needs of disabled students in a regular education classroom environment.

**C. Specialized Health Care Procedures**

Bargaining unit members shall not be requested or required to perform any medical or quasi-medical procedures on a student. No bargaining unit member shall be required to provide custodial care services.

**D. Support Services**

1. The Board shall provide the resources necessary, including teachers, to implement any student's IEP.
2. Each MD unit shall have at least one (1) support service aide.
3. There shall be not fewer than one support service aide for every seven cross categorical units at the high school. The department chair, after consulting with the cross categorical teachers and with the approval of the principal, will devise the daily schedules and assignments of said aides to the units.
4. There shall be not fewer than one half-time instructional support service aide for each CD unit. SLD and Cross Categorical units with demonstrated need at the elementary and middle schools shall receive a half-time instructional aide.
5. During the life of this agreement, no special education class at the elementary and middle schools shall have less aide time than that which existed during the 2002-03 school year unless there is a demonstrated lack of need or change of circumstances.
6. In addition to academic classes, support service aides shall be provided for specials and unified arts when special education students are included and there is a demonstrated need.
7. Each support services aide/attendant shall be trained specific to his/her assignment.
8. Unless impacted by a reduction in force in accordance with the applicable collective bargaining agreement, a secretary shall be provided for four (4) hours per day to the High School Special Education department to assist with the scheduling and clerical needs of the teachers and ISGIs in the department.

**E. Consistency with Law**

Any provision of this Article that is inconsistent with federal or state laws or regulations governing the education of disabled students shall be null and void.

**F. IEP Meetings**

To the extent possible, IEP meetings shall be held during the teacher work day with class coverage provided for participating teachers. In the event an IEP meeting cannot be scheduled during the work day, a regular education teacher or ISGI invited and attending the IEP outside the workday shall be paid at the home instruction rate.

## **ARTICLE 14. RESIDENT EDUCATOR PROGRAM**

### **A. Purpose**

The purpose of the resident educator program is to provide a program of support and formative assistance for teachers new to the profession. The program is designed to enhance the teacher's skills and keep the teacher in the district. Successful completion of the program is required to advance to a five (5) year professional educator's license. The resident educator program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system.

### **B. Committee**

1. A resident educator committee comprised of a majority of classroom teachers shall be appointed to develop the program and oversee its implementation. The committee shall be comprised of seven (7) members; four (4) appointed by the CFEA Executive Committee and up to three (3) appointed by the Superintendent.
2. The initial committee members shall serve staggered terms with two teachers and one administrator serving for three years; and two (2) teachers and up to two (2) administrators serving for two years. Thereafter, all members shall serve three (3) year terms. The CFEA members shall serve no more than two (2) consecutive, three (3) year terms. The three (3) committee members appointed by the Superintendent shall be replaced as needed.
3. The committee members shall be afforded the opportunity to attend training on the purpose of the entry program, the tools/instruments to be utilized and the necessary components for an effective program.
4. The purpose of the committee shall be the development, implementation, and review of the district resident educator program and the selection of mentors.
5. The resident educator committee shall meet as often as the members deem necessary to complete their work. Bargaining unit committee members shall be paid a supplemental at .02 of the B.A. Minimum.

### **C. Mentors**

#### 1. Eligibility

Only current Cuyahoga Falls bargaining unit members shall be mentors.

#### 2. Qualifications

Any teacher wishing to be considered to serve as a mentor shall have taught in the Cuyahoga Falls district for four (4) years and submit a written notice of interest in being a mentor. State-mandated training is preferred for all mentors.

3. Training

Mentor training shall be offered as needed for anyone interested in becoming a mentor.

4. Confidentiality

a. Mentors shall communicate directly with the resident educator teacher and shall not discuss/report the performance/progress of the resident educator to any administrator, assessor, or other teacher. No mentor teacher shall participate in the evaluation of a resident educator nor make any recommendation on continued employment. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from his/her role as a mentor.

b. Confidentiality shall not extend to illegal acts. Mentors have the same reporting responsibilities as any other teacher.

5. Release Time

Each mentor shall be granted a minimum two (2) days release time per year for mentoring activities. Additional days may be granted if needed, with the approval of the principal.

6. Compensation

Each mentor shall be granted a supplemental contract at .04 of the B.A. Minimum for the first two (2) years; .03 for the third year and .02 of the BA minimum for the fourth year.

**D. Resident Educator**

1. The resident educator shall be provided a minimum of two (2) days release time per year for the purpose of observing classes, meetings with his/her mentor, recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments.

2. The resident educator teacher is not required to do an IPDP nor to utilize the LPDC process.

**E. State Assessment**

1. The Board shall make all necessary provisions for participation in the state assessment program.

2. In the event a resident educator in the first year of a four (4) year license is satisfactorily evaluated by the district but does not pass the state assessment, the teacher shall be required to participate in the resident educator program a second time.

**F. Protections**

1. At any time, either the mentor or the resident educator may exercise the option to have a new mentor assigned. No specifics shall be given as to the exercise of the option and no prejudice is to be given such change.
2. Neither the evaluation of the resident educator nor the mentor shall be affected in any aspect by the resident educator program or its demands.

**G. Program Review/Revisions**

1. Committee

Mentor teachers and resident educators shall meet as a group with the Resident Educator Committee prior to the end of each school year to assess and evaluate the program. Recommendations shall be submitted in the form of a written report to the Association and the Superintendent not later than May 15.

2. Recommendations

Association and Board representatives shall meet to discuss the recommendations prior to the next school year.

3. Mentors

In addition to meeting for program evaluation purposes, mentor teachers shall meet on a periodic basis for coordination purposes.

**H. Consistency with Law**

At any time the parties determine that this provision is inconsistent with law, the parties will meet to resolve the inconsistencies.

## **ARTICLE 15. LABOR-MANAGEMENT COMMITTEE**

A committee shall be established as an aid to communications between the parties of this agreement. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) other persons appointed by the Superintendent, and the President of the Cuyahoga Falls Education Association (or designee) and a maximum of three (3) additional persons selected by the CFEA.

This committee shall meet during the school year every month beginning in September. The parties shall meet on the fourth Tuesday of the month except as otherwise mutually agreed. The President of the Association and the Superintendent shall mutually agree on the time and place of the meeting. Agenda items shall be submitted by the third Tuesday of the month at which time the agenda shall be distributed to both parties. If no items are submitted for the agenda, no meeting will be held.

## **ARTICLE 16. HEALTH & SAFETY**

### **A. Policies**

The Board shall adopt and implement policies and procedures required by Chapter 4167, Revised Code, or any regulations adopted under the authority of Chapter 4167, Revised Code.

### **B. Environment**

The Board along with teachers has the responsibility to provide a safe working environment.

### **C. Report Internally First**

1. Complaints regarding health and safety concerns should be brought to the attention of the Building Administrator as soon as the concern is known.
2. Except in situations of imminent danger, the Building Administrator will reply to the teacher in writing as soon as possible but not later than five working days as to how the problem has or will be solved. In imminent danger situations, the administrator shall address the problem immediately.
3. Necessary action to remove health or safety hazard will be initiated, and the hazard will be corrected as soon as possible.

**D. Right to Reassign**

An employee has the right to refuse to work under Section 4167.06 of the Revised Code because of a condition which the teacher, acting in good faith, reasonably believes presents an imminent danger of death or serious harm or condition. The Board has the right to temporarily reassign the employee while the condition is being investigated and/or corrected.

**E. No Reprisals**

There shall be no reprisals, restraints, interference, coercion, or discrimination against any employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public employee reasonably believes presents an imminent danger under ORC 4167, or for any other participation in the Health and Safety Program.

**F. Discrimination to be Grieved**

A teacher who wishes to assert a claim of discrimination as defined in Chapter 4167 of the Revised Code may use the grievance procedure in this Contract as the means for asserting such a claim.

**G. Health Supplies**

1. The Board shall ensure that in the main office of each building, in every lab, and in each vocational area, there shall be adequate first aid kit(s) which shall be maintained.
2. The Board shall provide every teacher with an adequate supply of disposable rubber gloves. CPR masks and mouthpieces will be maintained in each main office of elementary and middle schools and in each unit office at the high school.

**H. Cleanliness**

Issues of building cleanliness not resolved at the building level shall be referred to the Labor Management Committee.

**I. Safety Committee**

1. The parties shall establish and maintain a Health and Safety Committee in each building. The Health and Safety Committee shall be responsible for monitoring the safe and healthful condition of the workplace and for reviewing and recommending appropriate health and safety procedures to the employer for implementation. The responsibilities of the Health and Safety Committee shall include, but not be limited to, the following:
  - a) Monitoring and assisting in the operation of a health and safety program and making recommendations to the employer for improvement.

- b) Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.
  - c) Reviewing reports of unsafe and unhealthful conditions and reviewing responses to those reports.
  - d) Assisting in development and review of evacuation, lock down and other emergency procedures.
- 2. The Health and Safety committee shall have access to any records and/or information needed to perform its responsibilities.
  - 3. Each building Safety Committee shall be comprised of the following:
    - 3 certificated employees named by CFEA
    - 2 administrators named by the Superintendent
    - 1 member of the classified staff.

## **ARTICLE 17 – INITIATIVES AND ASSESSMENTS**

### **A. Diagnostic Testing**

- 1. When individual diagnostic testing is administered, class coverage will be provided so the teacher can administer the test in a separate room.
- 2. When state screening/diagnostic testing is necessary, class coverage in grades K-3 will be provided, upon request, to allow the teacher to grade the test.

### **B. Elementary & Secondary Education Act (ESEA)**

#### 1. CIP Committee

Any Continuous Improvement Committee that is to be formed pursuant to ESEA shall consist of a majority of classroom teachers appointed by the Association.

#### 2. SIP/CIP Parameters

SIP/CIP Committees shall not engage in collective bargaining nor shall any School Improvement Plan provision alter, modify, violate or supersede this Agreement.

#### 3. Hours

Any additional hours available to bargaining unit members as made available through a SIP/CIP under ESEA shall be offered voluntarily to all the employees. All hours approved by the Superintendent shall be compensated at the home instruction rate.

4. Adequate Yearly Progress (AYP)

The Superintendent shall notify the Association within forty-eight (48) hours of his/her notification that any building and/or district failed to achieve adequate yearly progress.

C. State Testing

Prior to annual testing, the Board shall provide professional development during the work day for all teachers/tutors regarding administering state tests.

**ARTICLE 18 – CREDIT FLEXIBILITY COMMITTEE**

A committee of four (4) persons, two (2) appointed by the Superintendent and two (2) appointed by the Association President, shall be formed to study and make recommendations to the credit flexibility program. The committee will meet during the 2013-14 school year and will make recommendations to the parties for their consideration no later than May 1, 2014. The parties agree to consider the mutually agreed upon procedures in bargaining a successor contract.

**ARTICLE 19 – STUDENT TEACHERS**

A teacher who agrees and accepts a student teacher shall be paid the amount of the stipend paid by the university to the Board of Education. The parties recognize and understand that the amounts may differ depending on the university and the length of the assignment.

**ARTICLE 20 – DURATION, INTENT OF AGREEMENT, AND SIGNATURES**

A. Entire Agreement Clause

This Agreement constitutes the entire Agreement between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Agreement shall be made during the life of this Agreement except by mutual agreement.

**B. Effect of Section 1116(d) of ESEA**

1. If the School District has reasonable cause to believe that compliance with any of the provisions of this Agreement would be inconsistent with the School District's obligations under Section 1116 of the ESEA, it will so notify the Association. The Association and the School District immediately will file a joint written request with the United States Department of Education ("ED") asking whether Section 1116 of the ESEA can alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under the terms of a collective bargaining agreement that became effective subsequent to January 8, 2002. Unless and until ED answers this question "yes", the School District will be required to comply with the provisions of this Agreement.
2. If ED answers the foregoing question "yes", the Association, at its option, may file a lawsuit in federal district court seeking a declaratory judgment as to whether Section 1116 of the ESEA can alter or otherwise affect the rights, remedies, and procedures afforded school or school district employees under the terms of a collective bargaining agreement that became effective subsequent to January 8, 2002. Until the district court answers this question, or if the district court answers this question "yes", the School District will be required to comply with the provisions of this Agreement only to the extent that such compliance will not prevent the School District from complying with its obligations under Section 1116 of the ESEA. If the district court answers this question "no", the School District will be required to comply with the provisions of this Agreement.
3. Any dispute that may arise as to the implementation of this Article will be subject to the grievance/arbitration procedure set forth in this Agreement.

**C. Duration**

This Contract shall be in effect from August 2, 2015, through August 1, 2017.

**D. Signatures**

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**FOR THE BOARD**

**FOR THE ASSOCIATION**

\_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
CFEA President

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Negotiating Team Member

\_\_\_\_\_  
Board Chief Negotiator

\_\_\_\_\_  
OEA Labor Relations Consultant

**C. Duration**

This Contract shall be in effect from August 2, 2015, through August 1, 2017.

**D. Signatures**

IN WITNESS WHEREOF, the parties hereto have set their hands this 16<sup>th</sup> day of December, 2015.

**FOR THE BOARD**

Karen Schofield  
President, Board of Education

[Signature]  
Superintendent

[Signature]  
Treasurer

[Signature]  
Negotiating Team Member

[Signature]  
Negotiating Team Member

William C. Papp  
Board Chief Negotiator

**FOR THE ASSOCIATION**

Melody S. Carlisle  
CFEA President

Bobbi Huston  
Negotiating Team Member

Cristine Stewart  
Negotiating Team Member

[Signature]  
Negotiating Team Member

[Signature]  
Negotiating Team Member

[Signature]  
OEA Labor Relations Consultant

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**APPENDIX B-1**

<b>CUYAHOGA FALLS CITY SCHOOL DISTRICT</b>								
<b>2015-2016 SALARY SCHEDULE</b>								
<u>YEARS</u>	<u>3 YRS</u>	<u>BS</u>	<u>BS+ 15</u>	<u>150 Hours</u>	<u>MA/BS+45</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PhD/EdD</u>
STEP 0	33,712	35,486	36,551	37,615	39,035	40,099	41,164	42,228
STEP 1	35,486	37,260	38,325	39,389	40,809	41,873	42,938	44,003
STEP 2	37,260	39,035	40,099	41,164	42,583	43,648	44,712	45,777
STEP 3	39,389	41,164	42,228	42,938	44,712	45,777	46,842	47,906
STEP 4	41,164	43,293	44,358	45,067	46,842	47,906	48,971	50,035
STEP 5	42,938	45,422	46,487	47,196	48,971	50,035	51,100	52,164
STEP 6	45,067	47,551	48,616	49,326	51,455	52,519	53,229	54,294
STEP 7	47,551	50,035	51,100	51,810	53,939	55,003	55,713	56,778
STEP 8	50,035	52,519	53,584	54,294	56,423	57,487	58,197	59,262
STEP 9	52,519	55,003	56,068	56,778	58,907	59,971	60,681	61,746
STEP 10	52,519	57,487	58,552	59,262	61,391	62,455	63,165	64,230
STEP 11	52,519	60,326	61,391	62,101	64,230	65,294	66,004	67,069
STEP 12	52,519	60,326	61,391	62,101	67,069	68,133	68,843	69,907
STEP 15*	53,939	61,391	62,455	63,165	68,488	69,553	70,262	71,327
STEP 20**	55,358	62,810	63,875	64,585	69,907	70,972	71,682	72,746
STEP 25***	56,778	64,230	65,294	66,004	71,327	72,391	73,101	74,166
STEP 27***	56,778	64,939	66,004	66,714	72,037	73,101	73,811	74,875
STEP 32	57,487	66,004	66,714	67,778	72,746	73,811	74,521	75,585

**APPENDIX A**

<b>Cuyahoga Falls Salary Schedule Index</b>								
<b>YEARS</b>	<b>3 YRS</b>	<b>BS</b>	<b>BS + 15</b>	<b>150 Hours</b>	<b>MA/BS+45</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>PhD/EdD</b>
STEP 0	0.95	1.00	1.03	1.06	1.10	1.13	1.16	1.19
STEP 1	1.00	1.05	1.08	1.11	1.15	1.18	1.21	1.24
STEP 2	1.05	1.10	1.13	1.16	1.20	1.23	1.26	1.29
STEP 3	1.11	1.16	1.19	1.21	1.26	1.29	1.32	1.35
STEP 4	1.16	1.22	1.25	1.27	1.32	1.35	1.38	1.41
STEP 5	1.21	1.28	1.31	1.33	1.38	1.41	1.44	1.47
STEP 6	1.27	1.34	1.37	1.39	1.45	1.48	1.50	1.53
STEP 7	1.34	1.41	1.44	1.46	1.52	1.55	1.57	1.60
STEP 8	1.41	1.48	1.51	1.53	1.59	1.62	1.64	1.67
STEP 9	1.48	1.55	1.58	1.60	1.66	1.69	1.71	1.74
STEP 10	1.48	1.62	1.65	1.67	1.73	1.76	1.78	1.81
STEP 11	1.48	1.70	1.73	1.75	1.81	1.84	1.86	1.89
STEP 12	1.48	1.70	1.73	1.75	1.89	1.92	1.94	1.97
STEP 15*	1.52	1.73	1.76	1.78	1.93	1.96	1.98	2.01
STEP 20**	1.56	1.77	1.80	1.82	1.97	2.00	2.02	2.05
STEP 25***	1.60	1.81	1.84	1.86	2.01	2.04	2.06	2.09
STEP 27***	1.60	1.83	1.86	1.88	2.03	2.06	2.08	2.11
STEP 32	1.62	1.85	1.88	1.90	2.05	2.08	2.10	2.13

- \* At least ten (10) years of which were in the Cuyahoga Falls School System.
- \*\* At least twelve (12) years of which were in the Cuyahoga Falls School System.
- \*\*\* At least fifteen (15) years of which were in the Cuyahoga Falls School System.

To qualify for the 15<sup>th</sup> year experience on the salary schedule, a teacher must have had at least ten (10) years of experience in the Cuyahoga Falls School District; to qualify for the 20<sup>th</sup> year experience step on the salary schedule, a teacher must have had at least twelve (12) years of experience in the Cuyahoga Falls School District; to qualify for the 25<sup>th</sup> year of experience on the salary schedule, a teacher must have had at least fifteen (15) years of experience in the Cuyahoga Falls School District or a school district which has become a part of the Cuyahoga Falls School District.

APPENDIX B-2

CUYAHOGA FALLS CITY SCHOOL DISTRICT								
2016-2017 SALARY SCHEDULE								
<u>YEARS</u>	<u>3 YRS</u>	<u>BS</u>	<u>BS+ 15</u>	<u>150 Hours</u>	<u>MA/BS+45</u>	<u>MA+15</u>	<u>MA+30</u>	<u>PhD/EdD</u>
STEP 0	34,386	36,196	37,282	38,368	39,816	40,901	41,987	43,073
STEP 1	36,196	38,006	39,092	40,178	41,625	42,711	43,797	44,883
STEP 2	38,006	39,816	40,901	41,987	43,435	44,521	45,607	46,693
STEP 3	40,178	41,987	43,073	43,797	45,607	46,693	47,779	48,865
STEP 4	41,987	44,159	45,245	45,969	47,779	48,865	49,950	51,036
STEP 5	43,797	46,331	47,417	48,141	49,950	51,036	52,122	53,208
STEP 6	45,969	48,503	49,589	50,312	52,484	53,570	54,294	55,380
STEP 7	48,503	51,036	52,122	52,846	55,018	56,104	56,828	57,914
STEP 8	51,036	53,570	54,656	55,380	57,552	58,638	59,361	60,447
STEP 9	53,570	56,104	57,190	57,914	60,085	61,171	61,895	62,981
STEP 10	53,570	58,638	59,723	60,447	62,619	63,705	64,429	65,515
STEP 11	53,570	61,533	62,619	63,343	65,515	66,601	67,325	68,410
STEP 12	53,570	61,533	62,619	63,343	68,410	69,496	70,220	71,306
STEP 15*	55,018	62,619	63,705	64,429	69,858	70,944	71,668	72,754
STEP 20**	56,466	64,067	65,153	65,877	71,306	72,392	73,116	74,202
STEP 25***	57,914	65,515	66,601	67,325	72,754	73,840	74,564	75,650
STEP 27***	57,914	66,239	67,325	68,048	73,478	74,564	75,288	76,374
STEP 32	58,638	67,325	68,048	69,134	74,202	75,288	76,012	77,097

APPENDIX C-1

CUYAHOGA FALLS CITY SCHOOL DISTRICT													
2015-2016 CFEA SUPPLEMENTAL SALARY SCHEDULE													
	POSITION		YEARS										
			0	1	2	3	4	5	6	7	8	9	10
Baseball		HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
		AC	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,129	2,307	2,484	2,661	2,839	3,016	3,194	3,371	3,549	3,726	3,903
Basketball	Varsity	HC	0.202	0.207	0.212	0.217	0.222	0.227	0.232	0.237	0.242	0.247	0.252
			7,168	7,346	7,523	7,700	7,878	8,055	8,233	8,410	8,588	8,765	8,942
		AC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
	7,8,9	HC	0.065	0.069	0.073	0.077	0.081	0.085	0.089	0.093	0.097	0.101	0.105
			2,307	2,449	2,590	2,732	2,874	3,016	3,158	3,300	3,442	3,584	3,726
		AC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
			1,952	2,094	2,236	2,378	2,520	2,661	2,803	2,945	3,087	3,229	3,371
Bowling		HC	0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,129	2,307	2,484	2,661	2,839	3,016	3,194	3,371	3,549	3,726	3,903
Cross Country	HS	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
		AC	0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,129	2,307	2,484	2,661	2,839	3,016	3,194	3,371	3,549	3,726	3,903
	7,8,9	HC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
			1,952	2,094	2,236	2,378	2,520	2,661	2,803	2,945	3,087	3,229	3,371
		AC	0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
			1,597	1,739	1,881	2,023	2,165	2,307	2,449	2,590	2,732	2,874	3,016
Football	Varsity	HC	0.202	0.207	0.212	0.217	0.222	0.227	0.232	0.237	0.242	0.247	0.252
			7,168	7,346	7,523	7,700	7,878	8,055	8,233	8,410	8,588	8,765	8,942
		AC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
	7,8,9	HC	0.065	0.069	0.073	0.077	0.081	0.085	0.089	0.093	0.097	0.101	0.105
			2,307	2,449	2,590	2,732	2,874	3,016	3,158	3,300	3,442	3,584	3,726
		AC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
			1,952	2,094	2,236	2,378	2,520	2,661	2,803	2,945	3,087	3,229	3,371
	Conditioning Supervisor		0.05										
			1,774										
Golf		HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
		AC	0.023	0.025	0.027	0.029	0.031	0.033	0.035				
			816	887	958	1,029	1,100	1,171	1,242				

		<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Gymnastics</b>	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
		3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
	AC	0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
		2,129	2,307	2,484	2,661	2,839	3,016	3,194	3,371	3,549	3,726	3,903
<b>Locker Room Supervisor</b>		0.015										
		532										

**APPENDIX C-1**

CUYAHOGA FALLS CITY SCHOOL DISTRICT													
2015-2016 CFEA SUPPLEMENTAL SALARY SCHEDULE													
	POSITION		YEARS										
			0	1	2	3	4	5	6	7	8	9	10
<b>Soccer</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
	AC		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,129	2,307	2,484	2,661	2,839	3,016	3,194	3,371	3,549	3,726	3,903
7,8,9	HC		0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
			1,952	2,094	2,236	2,378	2,520	2,661	2,803	2,945	3,087	3,229	3,371
	AC		0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
			1,597	1,739	1,881	2,023	2,165	2,307	2,449	2,590	2,732	2,874	3,016
<b>Softball</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
	AC		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,129	2,307	2,484	2,661	2,839	3,016	3,194	3,371	3,549	3,726	3,903
<b>Swimming</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
	AC		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,129	2,307	2,484	2,661	2,839	3,016	3,194	3,371	3,549	3,726	3,903
<b>Tennis</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
	AC		0.023	0.025	0.027	0.029	0.031	0.033	0.035				
			816	887	958	1,029	1,100	1,171	1,242				
<b>Track</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
	AC		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,129	2,307	2,484	2,661	2,839	3,016	3,194	3,371	3,549	3,726	3,903
7,8,9	HC		0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
			1,952	2,094	2,236	2,378	2,520	2,661	2,803	2,945	3,087	3,229	3,371
	AC		0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
			1,597	1,739	1,881	2,023	2,165	2,307	2,449	2,590	2,732	2,874	3,016
<b>Volleyball</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
	AC		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,129	2,307	2,484	2,661	2,839	3,016	3,194	3,371	3,549	3,726	3,903
7,8,9	HC		0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
			1,952	2,094	2,236	2,378	2,520	2,661	2,803	2,945	3,087	3,229	3,371
	AC		0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
			1,597	1,739	1,881	2,023	2,165	2,307	2,449	2,590	2,732	2,874	3,016

			0	1	2	3	4	5	6	7	8	9	10
<b>Wrestling</b>		HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
		AC	0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,129	2,307	2,484	2,661	2,839	3,016	3,194	3,371	3,549	3,726	3,903
	7,8,9	HC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
			1,952	2,094	2,236	2,378	2,520	2,661	2,803	2,945	3,087	3,229	3,371
		AC	0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
			1,597	1,739	1,881	2,023	2,165	2,307	2,449	2,590	2,732	2,874	3,016

APPENDIX C-1

CUYAHOGA FALLS CITY SCHOOL DISTRICT												
2015-2016 CFEA SUPPLEMENTAL SALARY SCHEDULE												
	POSITION		YEARS									
			0	1	2	3	4	5	6	7	8	9
<b>Athletic Manager</b>	HS	Fall	Winter	Spring								
		0.1159	0.0721	0.0349								
		4,113	2,559	1,238								
		Annual										
	MS	0.046										
		1,632										
<b>Athletic Trainer</b>												
	(Per Season)	6,000										
<b>Cheerleading</b>		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
	Varsity/JV	3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
		0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
	7,8,9	1,952	2,094	2,236	2,378	2,520	2,661	2,803	2,945	3,087	3,229	3,371
<b>Equipment Manager</b>		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
		2,129	2,307	2,484	2,661	2,839	3,016	3,194	3,371	3,549	3,726	3,903
<b>Open Gym Supervisor</b>		0.075										
		2,661										
<b>Instrumental Music</b>		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
	Assistant Marching Band	3,726	3,903	4,081	4,258	4,436	4,613	4,791	4,968	5,145	5,323	5,500
		0.075										
	Goldtones Director	2,661										
		0.202	0.207	0.212	0.217	0.222	0.227	0.232	0.237	0.242	0.247	0.252
	Marching Band Director	7,168	7,346	7,523	7,700	7,878	8,055	8,233	8,410	8,588	8,765	8,942
		0.025										
	MS Jazz Ensemble	887										
		0.025										
	Music Activities HS	887										
		0.0125										
	Music Activities MS	444										
		0.05										
	Symphonic Band	1,774										
<b>Vocal Music</b>		0.1										
	M&Ms	3,549										
		0.0125										
	Music Activities MS	444										
		0.0125										
	Show Choir MS	444										
		0.1										

	Vocal Music Director HS	3,549										
<b>Musicals</b>		0.025										
	Musical Choreographer	887										
		0.025										
	Musical Co-Director	887										
		0.05										
	Musical Production Director	1,774										
	Pit Orchestra Director	500*										
	Producer	500										

\*Annually, each position

**APPENDIX C-1**

CUYAHOGA FALLS CITY SCHOOL DISTRICT									
2015-2016 CFEA SUPPLEMENTAL SALARY SCHEDULE									
	<b>Advisors</b>								
	0.05			0.025	<b>Chairpersons</b>				0.05
Academic Challenge	1,774	National Honor Society		887	Career Tech/Business				1774
	0.013			0.025	English Dept				1774
Art Club	444	New Horizons HS		887	Fine Arts				1774
	0.013			0.025	Guidance				1774
Book Club HS	444	Newspaper HS		887	Foreign Language				1774
	0.013			0.025	Health/Phys Ed				1774
Builders Club	444	One Act Play		887	Math				1774
	0.013			0.013	Science				1774
Chess Club	444	Outdoor Education**		444	Social Studies				1774
	0.013			0.05	Special Education				1774
Close-up	444	Radio Station		1,774					
	0.025			0.013	<b>Coordinators</b>				0.025
Dance Team	887	Science Olympiad		444	Art Department				887
	0.025			0.025					0.05
Fall Play Advisor	887	Senior Class		887	Building Technology Leader				1774
	0.013			0.013					0.05
French Club	444	Sign Language Club		444	Building Leadership Team				1774
	0.013			0.013					0.025
Future Educators of America*	444	Spanish Club		444	Reading/Writing Festival				887
	0.013			0.025					0.05
Interact*	444	Spelling Coach MS		887	Student Assistance				1774
	0.025			0.025					0.0125
Junior Class	887	STAND		887	Substance Abuse Building				444
	0.013			0.05					
Key Club	444	Student Council		1,774	<b>Media Specialist</b>				0.025
	0.013			0.025	Elementary				887
Latin Club	444	Tigerbacker		887					0.075
	0.025			0.075	High School				2661
Linkcrew	887	Yearbook		2,661					0.025
	0.05			0.013	Middle School				887
Majorette	1,774	Youth-to-Youth		444					

\*Providing successful completion of three (3) year period.

\*\*5<sup>th</sup> grade; up to one representative per class section in every building for pre-approved Board trips.

APPENDIX C-2

CUYAHOGA FALLS CITY SCHOOL DISTRICT														
2016-2017 CFEA SUPPLEMENTAL SALARY SCHEDULE														
	POSITION		YEARS											
			0	1	2	3	4	5	6	7	8	9	10	
Baseball	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155	
			3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610	
		AC	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110	
			2,172	2,353	2,534	2,715	2,896	3,077	3,258	3,439	3,620	3,801	3,982	
Basketball	Varsity	HC	0.202	0.207	0.212	0.217	0.222	0.227	0.232	0.237	0.242	0.247	0.252	
				7,312	7,493	7,674	7,855	8,036	8,216	8,397	8,578	8,759	8,940	9,121
			AC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610	
	7,8,9	HC	0.065	0.069	0.073	0.077	0.081	0.085	0.089	0.093	0.097	0.101	0.105	
			2,353	2,498	2,642	2,787	2,932	3,077	3,221	3,366	3,511	3,656	3,801	
		AC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095	
			1,991	2,136	2,280	2,425	2,570	2,715	2,859	3,004	3,149	3,294	3,439	
Bowling	HC		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110	
			2,172	2,353	2,534	2,715	2,896	3,077	3,258	3,439	3,620	3,801	3,982	
Cross Country	HS	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155	
				3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610
			AC	0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,172	2,353	2,534	2,715	2,896	3,077	3,258	3,439	3,620	3,801	3,982	
	7,8,9	HC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095	
			1,991	2,136	2,280	2,425	2,570	2,715	2,859	3,004	3,149	3,294	3,439	
		AC	0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085	
			1,629	1,774	1,918	2,063	2,208	2,353	2,498	2,642	2,787	2,932	3,077	
Football	Varsity	HC	0.202	0.207	0.212	0.217	0.222	0.227	0.232	0.237	0.242	0.247	0.252	
				7,312	7,493	7,674	7,855	8,036	8,216	8,397	8,578	8,759	8,940	9,121
			AC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610	
	7,8,9	HC	0.065	0.069	0.073	0.077	0.081	0.085	0.089	0.093	0.097	0.101	0.105	
			2,353	2,498	2,642	2,787	2,932	3,077	3,221	3,366	3,511	3,656	3,801	
		AC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095	
			1,991	2,136	2,280	2,425	2,570	2,715	2,859	3,004	3,149	3,294	3,439	
	Conditioning Supervisor		0.05											
			1,810											
Golf	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155	
			3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610	
		AC	0.023	0.025	0.027	0.029	0.031	0.033	0.035					
			833	905	977	1,050	1,122	1,194	1,267					

<b>Gymnastics</b>	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
		3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610
	AC	0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
		2,172	2,353	2,534	2,715	2,896	3,077	3,258	3,439	3,620	3,801	3,982
<b>Locker Room Supervisor</b>		0.015										
		543										

APPENDIX C-2

2016-2017 CFEA SUPPLEMENTAL SALARY SCHEDULE													
	POSITION		YEARS										
			0	1	2	3	4	5	6	7	8	9	10
<b>Soccer</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610
	AC		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,172	2,353	2,534	2,715	2,896	3,077	3,258	3,439	3,620	3,801	3,982
7,8,9	HC		0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
			1,991	2,136	2,280	2,425	2,570	2,715	2,859	3,004	3,149	3,294	3,439
	AC		0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
			1,629	1,774	1,918	2,063	2,208	2,353	2,498	2,642	2,787	2,932	3,077
<b>Softball</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610
	AC		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,172	2,353	2,534	2,715	2,896	3,077	3,258	3,439	3,620	3,801	3,982
<b>Swimming</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610
	AC		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,172	2,353	2,534	2,715	2,896	3,077	3,258	3,439	3,620	3,801	3,982
<b>Tennis</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610
	AC		0.023	0.025	0.027	0.029	0.031	0.033	0.035				
			833	905	977	1,050	1,122	1,194	1,267				
<b>Track</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610
	AC		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,172	2,353	2,534	2,715	2,896	3,077	3,258	3,439	3,620	3,801	3,982
7,8,9	HC		0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
			1,991	2,136	2,280	2,425	2,570	2,715	2,859	3,004	3,149	3,294	3,439
	AC		0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
			1,629	1,774	1,918	2,063	2,208	2,353	2,498	2,642	2,787	2,932	3,077
<b>Volleyball</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
			3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610
	AC		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,172	2,353	2,534	2,715	2,896	3,077	3,258	3,439	3,620	3,801	3,982
7,8,9	HC		0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
			1,991	2,136	2,280	2,425	2,570	2,715	2,859	3,004	3,149	3,294	3,439
	AC		0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
			1,629	1,774	1,918	2,063	2,208	2,353	2,498	2,642	2,787	2,932	3,077
<b>Wrestling</b>	HC		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155

			3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610
		AC	0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
			2,172	2,353	2,534	2,715	2,896	3,077	3,258	3,439	3,620	3,801	3,982
	7,8,9	HC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
			1,991	2,136	2,280	2,425	2,570	2,715	2,859	3,004	3,149	3,294	3,439
		AC	0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
			1,629	1,774	1,918	2,063	2,208	2,353	2,498	2,642	2,787	2,932	3,077

**2016-2017 CFEA SUPPLEMENTAL SALARY SCHEDULE**

	POSITION		YEARS											
			0	1	2	3	4	5	6	7	8	9	10	
	<b>Athletic Manager</b>	HS	Fall	Winter	Spring									
			0.1159	0.0721	0.0349									
			4,195	2,610	1,263									
			Annual											
		MS	0.046											
			1,665											
	<b>Athletic Trainer</b>													
	(Per Season)		6,000											
	<b>Cheerleading</b>		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155	
	Varsity/JV		3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610	
			0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095	
	7,8,9		1,991	2,136	2,280	2,425	2,570	2,715	2,859	3,004	3,149	3,294	3,439	
	<b>Equipment Manager</b>		0.06	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110	
			2,172	2,353	2,534	2,715	2,896	3,077	3,258	3,439	3,620	3,801	3,982	
	<b>Open Gym Supervisor</b>		0.075											
			2,715											
	<b>Instrumental Music</b>		0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155	
	Assistant Marching Band		3,801	3,982	4,163	4,344	4,525	4,705	4,886	5,067	5,248	5,429	5,610	
			0.075											
	Goldtones Director		2,715											
			0.202	0.207	0.212	0.217	0.222	0.227	0.232	0.237	0.242	0.247	0.252	
	Marching Band Director		7,312	7,493	7,674	7,855	8,036	8,216	8,397	8,578	8,759	8,940	9,121	
			0.025											
	MS Jazz Ensemble		905											
			0.025											
	Music Activities HS		905											
			0.0125											
	Music Activities MS		452											
			0.05											
	Symphonic Band		1,810											
	<b>Vocal Music</b>		0.1											
	M&Ms		3,620											
			0.0125											
	Music Activities MS		452											
			0.0125											
	Show Choir MS		452											
			0.1											

	Vocal Music Director HS	3,620											
<b>Musicals</b>		0.025											
	Musical Choreographer	905											
		0.025											
	Musical Co-Director	905											
		0.05											
	Musical Production Director	1,810											
	Pit Orchestra Director	500*											
	Producer	500											

\*Annually, each position

APPENDIX C-2

CUYAHOGA FALLS CITY SCHOOL DISTRICT									
2016-2017 CFEA SUPPLEMENTAL SALARY SCHEDULE									
	<b>Advisors</b>								
	0.05			0.025	<b>Chairpersons</b>				0.05
Academic Challenge	1,810	National Honor Society		905	Career Tech/Business				1,810
	0.013			0.025	English Dept				1,810
Art Club	452	New Horizons HS		905	Fine Arts				1,810
	0.013			0.025	Guidance				1,810
Book Club HS	452	Newspaper HS		905	Foreign Language				1,810
	0.013			0.025	Health/Phys Ed				1,810
Builders Club	452	One Act Play		905	Math				1,810
	0.013			0.013	Science				1,810
Chess Club	452	Outdoor Education**		452	Social Studies				1,810
	0.013			0.05	Special Education				1,810
Close-up	452	Radio Station		1,810					
	0.025			0.013	<b>Coordinators</b>				0.025
Dance Team	905	Science Olympiad		452	Art Department				905
	0.025			0.025					0.05
Fall Play Advisor	905	Senior Class		905	Building Technology Leader				1,810
	0.013			0.013					0.05
French Club	452	Sign Language Club		452	Building Leadership Team				1,810
	0.013			0.013					0.025
Future Educators of America*	452	Spanish Club		452	Reading/Writing Festival				905
	0.013			0.025					0.05
Interact*	452	Spelling Coach MS		905	Student Assistance				1,810
	0.025			0.025					0.0125
Junior Class	905	STAND		905	Substance Abuse Building				452
	0.013			0.05	<b>Media Specialist</b>				0.025
Key Club	452	Student Council		1,810	Elementary				905
	0.013			0.025					0.075
Latin Club	452	Tigerbacker		905	High School				2,715
	0.025			0.075					0.025
Linkcrew	905	Yearbook		2,715	Middle School				905
	0.05			0.013					
Majorette	1,810	Youth-to-Youth		452					

\*Providing successful completion of three (3) year period.

\*\*5<sup>th</sup> grade; up to one representative per class section in every building for pre-approved Board trips.

**APPENDIX D**

Memorandum of Understanding  
between the  
Cuyahoga Falls Education Association  
and the  
Cuyahoga Falls Board of Education

The parties agree to form a joint committee consisting of three (3) bargaining unit members appointed by the CFEA President and three (3) administrative appointments for the purpose of researching and implementing summer sessions, and evening sessions for school aged and adult learners. The committee shall be formed in the Fall of 2015 and shall meet over the course of the 2015-2016 school year. The committee shall consider, among other issues, course offerings; alternative schedules; student and community interest; and impact of running courses before and after the school day.

The committee shall not have any authority to enter into any agreement or to alter the parties' collective bargaining agreement in any way.

At the end of the first semester of the 2015-2016 year, the committee shall make a report to the bargaining teams to determine whether the parties should enter into a subsequent MOU.

For the CFEA:

For the Board:

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**CUYAHOGA FALLS CITY SCHOOLS  
PERSONAL LEAVE FORM**

Employee Name \_\_\_\_\_ Date of Application \_\_\_\_\_

Building \_\_\_\_\_

I hereby request Personal Leave on the following date/dates:

(CHECK ONE)

Date	All Day	A.M. Only	P.M. Only

I hereby certify that my use of Personal Leave is to take care of personal matter(s) which cannot be handled outside of the normal school day. I further certify that the use of this personal leave is not for the purpose of leisure, recreational purposes, or to work another job, including self-employment and acknowledge that falsification and/or misuse of personal leave is grounds for disciplinary action.

\_\_\_\_\_  
Employee

For leave taken the last two weeks of school or on a Monday or Friday in May, state the reason for the leave: \_\_\_\_\_

This approval/denial section shall only be used if necessary under Article 6, Section D.2. or if use of the leave would exceed the three (3) days granted by contract.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Superintendent or Designee      Date      \_\_\_\_\_ APPROVED      \_\_\_\_\_ DENIED

SUBMIT IN DUPLICATE. ONE (1) COPY WILL BE RETURNED TO EMPLOYEE

**CUYAHOGA FALLS  
GRIEVANCE FORMS**

Name of Employee \_\_\_\_\_

School \_\_\_\_\_ Grade Level/Subject: \_\_\_\_\_

Type: Individual \_\_\_\_\_ Association: \_\_\_\_\_

Statement of the Grievance (What occurred, and when): \_\_\_\_\_

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

Section(s) of the Negotiated Agreement or Policy that were violated, misinterpreted, or misapplied:

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

Relief Requested: \_\_\_\_\_

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

Association Representative(s): \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Signed

Please check appropriate level:

\_\_\_\_\_ Level I \_\_\_\_\_ Level II      \_\_\_\_\_ Level III      \_\_\_\_\_ Level IV



## Your Summary of Benefits



**Cuyahoga Falls City Schools**  
**Blue Access® (PPO) All Non OAPSE Employees**  
**Effective 01/01/2016**

Covered Benefits	Network	Non-Network
<b>Deductible (Single/Family)</b>	\$500/\$1000	\$550/\$1,100
<b>Out-of-Pocket Limit (Single/Family)</b>	\$1000/\$2000	\$1,250/\$2,500
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> <li>• allergy injections (PCP and SCP)</li> <li>• allergy testing</li> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products</li> </ul>	\$15/\$15  No cost share 10% 10%	30%  30% 30%
<b>Preventive Care Services</b> <ul style="list-style-type: none"> <li>• Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening.</li> </ul>	No cost share	30%
<b>Emergency and Urgent Care</b> <b>Emergency Room Services</b> <ul style="list-style-type: none"> <li>• facility/other covered services (copayment waived if admitted)</li> </ul> <b>Urgent Care Center Services</b> <ul style="list-style-type: none"> <li>• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products</li> <li>• Allergy injections</li> <li>• Allergy testing</li> </ul>	\$50  \$15 10%  No cost share 10%	\$50  30% 30%  30% 30%
<b>Inpatient and Outpatient Professional Services</b> Include but are not limited to: <ul style="list-style-type: none"> <li>• Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams</li> </ul>	10%	30%
Blue 8.0 500 Series		

Covered Benefits	Network	Non-Network
<b>Inpatient Facility Services</b> (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> <li>60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)</li> <li>90 days for skilled nursing facility</li> </ul>	10%	30%
<b>Outpatient Surgery Hospital/Alternative Care Facility</b> <ul style="list-style-type: none"> <li>Surgery and administration of general anesthesia</li> </ul>	10%	30%
<b>Other Outpatient Services</b> including but not limited to: <ul style="list-style-type: none"> <li>Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.</li> <li>Home Care Services unlimited visits (excludes IV Therapy) (Network/Non-Network combined)</li> <li>Durable Medical Equipment, Orthotics and Prosthetics</li> <li>Physical Medicine Therapy Day Rehabilitation programs</li> <li>Hospice Care</li> <li>Ambulance Services</li> </ul>	10% 10%	30% 10% 10%
<b>Outpatient Therapy Services</b> (Combined Network & Non-Network limits) <ul style="list-style-type: none"> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services @ Hospital/Alternative Care Facility</li> </ul> Limits apply to: <ul style="list-style-type: none"> <li>Cardiac Rehabilitation 36 visits</li> <li>Pulmonary Rehabilitation 20 visits</li> <li>Physical Therapy: 20 visits</li> <li>Occupational Therapy: 20 visits</li> <li>Manipulation Therapy: 12 visits</li> <li>Speech therapy: 20 visits</li> </ul>	\$15/\$15 10%	30% 30%
<b>Accidental Dental:</b> Unlimited (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
<b>Behavioral Health:</b> <b>Mental Illness and Substance Abuse<sup>2</sup></b> <ul style="list-style-type: none"> <li>Inpatient Facility &amp; Professional Services</li> <li>Physician Home and Office Visits (PCP/SCP)</li> <li>Other Outpatient Services. Outpatient Facility @ Hospital/Alternative Care Facility, Outpatient Professional</li> </ul>	10% \$15 10%	30% 30% 30%
<b>Human Organ and Tissue Transplants<sup>3</sup></b> <ul style="list-style-type: none"> <li>Acquisition and transplant procedures, harvest and storage.</li> </ul>	No cost share	50%

Covered Benefits	Network	Non-Network
Prescription Drugs <sup>4</sup>		
Network Tier structure equals 1/2/3		
<ul style="list-style-type: none"> <li>● <b>Network Retail Pharmacies:</b> (30-day supply) Includes diabetic test strip</li> <li>● <b>Home Delivery Service:</b> (90-day supply) Includes diabetic test strip</li> </ul>	\$0/\$20/\$40	50%, min \$30 <sup>5</sup>
	\$0/\$50/\$100	Not covered

**Notes:**

- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- Deductible(s) apply to covered medical services listed with a percentage (%) coinsurance, including 0%. However, the deductible does not apply to Emergency Room Services where a copayment & (%) coinsurance applies and may not apply to some Behavioral Health services where coinsurance applies
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums accumulate toward each other.
- Dependent Age: to end of the month which the child attains age 26
- Specialist copayment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYNs and Geriatrics or any other Network Provider as allowed by the plan.
- When allergy injections are rendered with a Physicians Home and Office Visit, only the Office Visit cost share applies. When the Office Visit cost share is a % coinsurance, deductible and coinsurance apply to allergy injections
- No cost share (NCS) means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance (excluding Option M and AQ) up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- Mammograms (Diagnostic) are no copayment/coinsurance in Network office and outpatient facility settings.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Private Duty Nursing – limited to 82 visits/Calendar Year
- Vision limited services – additional vision services are covered when specifically coded as determination of refraction, routine ophthalmological examination including refraction for new and established patients, and a visual functional screening for visual acuity. No additional ophthalmological services are covered as part of the medical coverage.

<sup>2</sup> We encourage you to review the Schedule of Benefits for limitations.

<sup>3</sup> Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.

<sup>4</sup> Mandatory generic unless prescribed DAW by physician. Mail order requires same generic mandate unless DAW. If employee opts for brand over generic without DAW they pay cost difference between generic and brand plus applicable copay.

<sup>5</sup> Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.

**Precertification:**

Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help the member know if the services are considered not medically necessary.

**Pre-existing Exclusion Period: none**

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

**Exceptions Approved**

- Plan would provide coverage for sexual dysfunction (Medical & Rx).

- Plan would cover surgical treatment of morbid obesity (Medical & Rx).
- Plan would cover most procedures and tests connected to diagnosing and treating infertility as long as those tests and procedures are not specifically related to the preparation and actual fertilization process. Benefits will be payable same as any illness. Examples of procedures and supplies which are not covered are: in-vitro fertilization, embryo implantation, gamete intra-fallopian transfer (GIFT), zygote intra-fallopian transfer (ZIFT), artificial insemination, fertility testing, fertility drugs, and reversal of sterilization.
- 4<sup>th</sup> quarter deductible carryover.
- Plan to cover elastic (compression) stockings.
- Plan to exclude coverage for elective abortions.

**APPENDIX I**

**DENTAL PLAN  
for  
CUYAHOGA FALLS CITY SCHOOLS**

	<b>The Plan Pays</b>
Deductible	None
Co-insurance	
Preventive/Diagnostic	100% of the usual, customary and reasonable fee
Basic	80% of the usual, customary and reasonable fee
Major	70% of the usual, customary and reasonable fee
Orthodontia (children under 19)	70% of the usual, customary and reasonable fee
Annual Maximum	\$2,500
Orthodontia Maximum	\$2,000

This is a brief description of coverage.  
Refer to your certificate of coverage for more detail.

**SICK LEAVE DONATION REQUEST**

I, \_\_\_\_\_, an employee of \_\_\_\_\_ years, who works at \_\_\_\_\_  
\_\_\_\_\_ building have exhausted my sick leave.

I am requesting the donation of \_\_\_\_\_ days due to a serious illness.  
Number

I understand that upon request I may have to provide medical information to the Superintendent or designee.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

- Approve
- Disapprove

Submit this original form to the Treasurer or Superintendent and a copy to the CFEA President.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

SICK LEAVE DONATION NOTICE

\_\_\_\_\_, an employee of \_\_\_\_\_ years, who works at \_\_\_\_\_  
Number

building is about to exhaust his/her accumulated sick leave and has requested the transfer of sick leave from any employee willing to transfer up to five (5) days. It is estimated that \_\_\_\_\_ days will be needed.

Any employee wishing to donate accumulated sick leave should complete the form below and return the original to the Treasurer and a copy to the CFEA President.

\*\*\*\*\*

Sick Leave Donation Authorization

I, \_\_\_\_\_ authorize the donation of \_\_\_\_\_ day(s) of my accumulated  
(Name) (Not to exceed 5)  
sick leave to \_\_\_\_\_.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

ORIGINAL - TO DISTRICT TREASURER  
COPY - TO CFEA PRESIDENT

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OHIO EDUCATION ASSOCIATION

Rebecca L. Higgins, President  
Scott W. DiMauro, Vice President  
Tim Myers, Secretary-Treasurer  
Sheryl Mathis, Executive Director

*The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.  
via U.S. mail*

January 7, 2016

Attention: Office of the Clerk  
State Employment Relations Board  
65 East State Street, 12<sup>th</sup> Floor  
Columbus, Ohio 43215-4213

STATE EMPLOYMENT  
RELATIONS BOARD  
2016 JAN 11 P 2:36

Dear Sir or Madam:

Enclosed please find the successor contract (effective August 2, 2015 through August 1, 2017) between the Cuyahoga Falls Education Association and the Cuyahoga Falls City School District Board of Education.

Sincerely,

*Beth Chandler Marks/ad*  
Beth Chandler-Marks  
OEA Labor Relations Consultant

/ad

Enclosure (1)

