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MASTER CONTRACT

BETWEEN THE

**CEDAR CLIFF LOCAL BOARD OF
EDUCATION**

AND THE

**CEDAR CLIFF EDUCATION
ASSOCIATION**

July 1, 2016 – June 30, 2019

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ARTICLE I - RECOGNITION

The Cedar Cliff Local Board of Education (hereinafter referred to as the "Board") and its teachers represented by the Cedar Cliff Education Association (OEA-NEA) (hereinafter referred to as the "Association") share the combined responsibility of working cooperatively in the decision-making process in the areas of salary, fringe benefits, terms and other conditions of work so that the cause of public education may best be served in the District.

The Board recognizes the Association as the sole and exclusive bargaining agent for a unit consisting of all regular teachers of the Cedar Cliff Local School District licensed by the State Department of Education excluding the Superintendent and Principals and short term or casual employees.

Continued recognition will be in accordance with provisions under ORC 4117.05.

It is also agreed that:

- A. Unless otherwise indicated, the employees in the bargaining unit will be referred to as "Teacher."
- B. The teachers have the responsibilities for implementing the policies of the Board and have individual and collective responsibilities for providing maximum educational opportunity for all students of the District.

ARTICLE II - PROCEDURES FOR CONDUCTING NEGOTIATIONS

2.01 Scope of Negotiations

The Board and the Association shall bargain all matters pertaining to wages, hours or terms and other conditions of employment, as well as the continuation, modification, or deletion of an existing provision of this Agreement

2.02 Initiating Negotiations

The letter of request for opening negotiations must, if offered by the Association, be received by the Superintendent's office between the dates of March 15 and April 15. The Superintendent will present the letter to the Board at the next regularly scheduled Board meeting. If the Board wishes to initiate the opening of negotiations, then said letter shall be received by the Association President between the dates of March 15 and April 15.

A mutually convenient meeting date shall be set for no later than fifteen (15) days from receipt of the letter, by the Board, unless both parties mutually agree to a later date. At the first meeting proposals from each party will be exchanged with explanations of each issue if traditional bargaining is used.

2.03 Adoption of the Negotiations Agenda

Following the presentation of exchange of proposals, an agenda of these items will be developed and adopted. Once the agenda is officially adopted, no issue shall be added without the consent of both parties.

2.04 Composition of Negotiating Teams

- A. Negotiating Team - The Board and the Association shall be represented at all negotiation meetings by a team of negotiators, not to exceed three (3) members each. All negotiations shall be conducted exclusively between said teams.
- B. Observers - Each party shall be authorized to admit no more than two (2) observers to each negotiation meeting. Observers shall be without the right to speak during negotiation sessions unless by mutual consent. Each party shall indicate who its respective observers are prior to the start of each negotiation session.
- C. The Composition of Teams - may be altered by mutual agreement.

2.05 Negotiation Meetings

- A. Time and date of negotiation meetings shall be mutually agreed upon, and until negotiations are concluded, either party may require at each meeting a decision on the date and time of a subsequent meeting.
- B. Meetings shall not be scheduled during school hours (except in extreme emergencies) and shall be at reasonable intervals and times so as to avoid, as nearly as practicable, conflict and interference with school and employment schedules.
- C. Negotiation meetings shall not be open to the public unless by mutual agreement.
- D. Either party may, upon request, caucus for a reasonable length of time.
- E. When unforeseen circumstances make it impossible for the chief negotiator of either party to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible, and both parties shall thereupon agree to the time of the next negotiation session.
- F. During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals in a sincere effort to reach mutual understanding and agreement on all matters submitted for negotiations. All parties are obliged to deal openly and fairly with each other on all matters and to conduct such negotiations in good faith, but such obligation does not compel either party to agree to a proposal or require the making of a concession.
- G. The second meeting, after the exchange of proposals, will be scheduled within thirty (30) calendar days to agree on as many issues as possible before concentrated bargaining begins.
- H. After the second meeting, each party will limit their number of proposals to eight (8) articles with a maximum of fourteen (14) items. This list must be submitted to the other party within five (5) school days. No additional items may be added after this exchange.
- I. No sooner than two (2) weeks after the last teacher work day but no later than one (1) month after the last teacher work day, the parties will commence compressed bargaining with sessions for two (2) days unless a different bargaining procedure has been agreed upon by both parties.
- J. Sessions are scheduled not more than one week apart unless agreed upon by both parties. The meeting place and time will be mutually acceptable to both parties.

K. No reprisal of any kind shall be taken by the Board, Association or Administration against any participant in negotiations as a result of his/her participation.

L. The negotiation process may be altered by mutual agreement

2.06 Information

Both parties shall furnish each other, upon reasonable written request, all available information pertinent to the issues under negotiation.

2.07 Assistance and Study Committees

A. Consultants - Either party may call upon professional and lay consultants to assist in all negotiations. The expense of such consultant service shall be borne by the party requesting the service.

B. Ad Hoc Committees - By mutual agreement both parties may appoint joint committees, chosen from the regular negotiating team membership, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties at a regular negotiation meeting held within the time limit specified by the parties when the committee was established.

2.08 Progress Reports

Periodic progress reports to the public may be issued during negotiations. Such releases shall be mutually written and agreed upon.

2.09 Agreement

A. Tentative Agreement - Negotiation items shall be reduced to writing and initialed by representatives of each party.

B. Agreement - When consensus is reached on all matters being negotiated, the understanding of the negotiating parties shall be reduced to writing and submitted to the members of the Association for ratification. If ratified, the written agreement between the parties shall be submitted to the Board for its approval. If approved, in accordance with the provisions of this section, the Agreement shall be signed by both parties and shall become part of the official minutes of the Board.

2.10 Disagreement

If items are not all TA'd at 6:00 p.m. on the second day of compressed bargaining, impasse will be declared and all items not TA'd will be submitted to Mediation by joint request to the Federal Mediation and Conciliation Service. If mediation is not successful within thirty (30) days, the Association has the right of exercising available rights outlined in ORC 4117.14 (D) (2).

2.11 Copies of Agreement

Copies of this agreement will be made available through the Cedar Cliff Local School District Log-in website.

ARTICLE III - GRIEVANCE PROCEDURE

3.01 Definitions

- A. "Grievance" shall mean a claim by a teacher(s) that there has been a violation, misinterpretation, or misapplication of the negotiated agreements between the Association and the Board. If any grievance arises, there shall be no stoppage or suspension of work because of such grievance, for it is intended that it shall be submitted to this Grievance Procedure.
- B. "Grievant" shall mean a teacher(s) and/or the Association initiating a grievance. If the Association grieves, the issue must be passed by a simple majority of the Association members. The official representative for the collective grievance must be the Association President. No grievance shall be initiated outside of the local Association.
- C. "Administration" shall mean those excluded from the bargaining unit as identified in the Negotiated Agreements.
- D. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.
- E. "Days" in the grievance procedure means "work days" and applies only to the grievance procedure. In all other sections of the contract, any reference to "days" will mean "calendar days."
- F. "Grievance Procedure" shall mean an orderly way to resolve disputes by providing communications through successive steps.

3.02 Rights to the Grievant and the Association

- A. A grievant shall be accompanied at all formal steps of the Grievance Procedure by a representative of the Association.
- B. The purpose of these procedures is to secure, at the lowest possible level, equitable solutions to grievances. Administrators have the authority to resolve grievances.
- C. No reprisal shall be made against any party involved in use of this Grievance Procedure because they have participated in the grievance so long as the party has abided by the established Grievance Procedure.

3.03 Time Limits

- A. The number of days indicated on each step in the procedure shall be the maximum.
- B. If the grievant does not file a written grievance within ten (10) days of the occurrence of the act or condition on which the grievance is based, then the grievance shall be considered waived.
- C. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
- E. All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed by certified mail, return receipt requested.
- F. Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year.
- G. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day, unless the parties otherwise agree.
- H. The time limits set forth in Steps I through IV of this Grievance Procedure are considered to be the maximum.

3.04 Grievance Procedure

Level One - Informal

A grievance shall first be presented to the principal or immediate supervisor in an attempt to resolve the problem.

Level Two - Formal

Step I. If the grievance is not resolved within five (5) days of the informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I, in duplicate. Copies of this form shall be provided to the grievant by the immediate supervisor. Within five (5) days of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate

supervisor shall write a relief settlement or denial of the grievance within ten (10) days after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant and the Superintendent.

Step II. If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall, within five (5) days of such disposition, complete Grievance Report Form, Step II, and submit same to the Superintendent or his/her designee, who shall within ten (10) days meet with the grievant. Within ten (10) days of this meeting, the Superintendent or his/her designee shall write his/her relief settlement or denial of the grievance by completing his/her portion of Step II, forwarding a copy to the grievant, the Association and the immediate supervisor.

Step III. If the grievant is not satisfied with the relief settlement or denial of the grievance at Step II, the grievant shall, within five (5) days of such disposition, complete the Grievance Report Form, Step III, and submit it to the Treasurer for transmission to the Board. Within ten (10) days of receipt of such form, the Board shall meet with the grievant. Within five (5) days of this meeting, the Board shall write their relief settlement or denial of the grievance by completing their portion of Step III, forwarding a copy to the grievant, the Association, and the Superintendent.

Step IV. If the grievant is not satisfied with the relief settlement or denial of the grievance at Step III, the grievant may request the Association's Executive Committee through its President to process the grievance to arbitration. The Association's request for arbitration shall be made within twenty-five (25) days following either the receipt of the relief settlement or denial of grievance. The Association's demand for arbitration shall be by certified mail with return receipt requested to the Superintendent along with the Step IV of the grievance form. It shall also be sent to the American Arbitration Association (AAA). The demand to arbitration with AAA will petition to provide both parties with a list of names from which an arbitrator will be selected by the alternative strike method and notified in accordance with the rules of the AAA. A second list of names may be requested by either party. The toss of a coin shall determine who strikes first.

Once the arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the hearing. The decision of the arbitrator shall be binding on the Board, the Association and the Grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this collective bargaining contract, nor add to, detract from or modify the language therein in arriving at his/her decision concerning any issue presented that is proper within the limitations expressed

herein. The arbitrator shall expressly confine himself/herself to the precise issues(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching his/her decision.

The arbitrator shall in no way interfere with management prerogatives involving the Board's discretion, nor limit or interfere in any way with the powers, duties and responsibilities of the Board under its policies, applicable law, and rules and regulations having the force and effect of law.

3.05 Miscellaneous

- A. Nothing contained in this procedure shall be construed as limiting the individual right of a teacher having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communications.
- B. The cost for the services of the arbitrator, including his/her per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne by the losing party in the arbitration.
- C. No reprisal shall be made against any party involved in use of this Grievance Procedure because they have participated in the grievance so long as the party has abided by the established Grievance Procedure.
- D. No parts or mention of any grievance or grievance filing will be placed in a teacher's personnel file.

ARTICLE IV – BOARD RIGHTS

Unless otherwise agreed to, the Board shall have the following rights:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Board standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire teachers;
- C. Maintain and improve the efficiency and effectiveness of the school district;
- D. Determine the overall methods, process, means, or personnel by which the school district is to be conducted;
- E. Suspend, discipline, demote, or layoff, transfer, assign, schedule, promote or retain teachers or terminate teachers for just cause;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the school district;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the school district.

It is understood that the Board is not required to bargain on subjects reserved to the management and direction of the school district.

ARTICLE V - ASSOCIATION RIGHTS

5.01 State/National Office

A teacher elected to a state or national office of a bona fide professional organization is eligible for a leave of absence without pay under the provisions of the leave of absence policy of the Board.

5.02 Speak at Board Meetings

The Association, through a designated representative, shall have the right at all regular meetings or special meetings of the Board to speak to any issue as permitted by law during the hearing of the public.

5.03 Board Agenda

The President of the Association shall be provided with a copy of an agenda and financial printouts for each Board meeting at the same time Board members receive theirs.

5.04 Directory

The President of the Association shall receive from the Board a directory listing the names and job assignments of all members of the bargaining unit. This directory will be provided on or before October 1 of each year.

5.05 New Teacher Addresses

The names and addresses of newly employed teachers shall be provided to the Association President as early as practical following Board approval of their contracts.

5.06 Use of Facilities

The Association or any committee thereof shall have the right to use school buildings and facilities without charge for meetings during the custodian's scheduled work time. The Association may use the building according to regulations established by the Board with no rental charge except reimbursement to the Board for custodial wages and/or additional costs resulting from abuse or negligence on the part of the Association. (With the approval of the Principal).

5.07 Bulletin Boards

The Association shall have the right to use the bulletin boards in the school offices and teachers' lounges for Association announcements.

5.08 Mail System

The Association may use the internal mail system of the school, the email system, and place Association communications in the mailboxes of the members.

The internal mail system shall not be used for distribution of materials which are abusive or threatening toward any individual or group.

Any teacher may request in writing that Association communications not be placed in his/her mailbox.

5.09 Release Time

The Board may permit the President of the Association or his/her designee up to three (3) days per year of paid release time from teaching duties to attend meetings of the C.C.E.A., Western Ohio Education Association, Ohio Education Association, or the National Education Association. Registration and travel expenses shall not be paid by the Board.

5.10 Responsibilities

- A. The Association agrees to uphold and abide by all of the items and provisions of these negotiated agreements.
- B. The Association shall give the names and addresses of its officers to the Superintendent on or before June 15 of each year.
- C. The Association agrees to uphold and abide by the operation of the adopted Grievance Procedure.

5.11 Management/Labor Communications Committee

- A. An informal committee shall be established as an aid to communications between the parties of these agreements. The membership of this committee shall be the Superintendent (or his/her designee) and a maximum of two other persons appointed at the discretion of the Superintendent, plus the President of the C.C.E.A. (or his/her designee) and a maximum of two additional persons appointed by the Association President.
- B. This committee will meet upon request of either the Superintendent or the Association President. The purpose of the committee shall be to aid in communications between both parties. Its procedures shall consist of informal discussions aimed at clarifying issues or answering questions. The discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions

of this committee shall not result in modifications or additions to these Agreements.

5.12 Elementary and Secondary Education Act (ESEA)

The Cedar Cliff Local Board of Education and the Cedar Cliff Education Association agree that if any future Federal Mandates are instituted, during the duration of this contract that may affect the terms and conditions of this Negotiated Agreement, then both sides will mutually agree to re-open bargaining to negotiate the effects of such mandates.

ARTICLE VI - INDIVIDUAL TEACHER RIGHTS AND RESPONSIBILITIES

- A. All teachers shall have all rights provided them by the Ohio Revised Code and the Constitutions of the State of Ohio and the United States.
- B. All teachers shall have all rights provided to them by the terms of these negotiated agreements.
- C. All teachers shall have a role in developing and evaluating the educational programs of the District.
- D. All teachers shall have the right to belong, or not to belong, to any organization for their professional improvement; and membership in any such organization shall not be required as a condition of employment.
- E. All teachers shall, upon their initial employment (and yearly thereafter) be given access to a copy of the current written Board policies and regulations in effect and a copy of this agreement.
- F. All teachers shall, upon their initial employment (and yearly thereafter) receive or be given access to a copy of all procedures and forms recognized and used by the District. These procedures and forms will be shown and explanation offered each teacher upon initial employment. A master list of all forms will be available.
- G. All teachers shall, upon their initial employment and as deemed advisable thereafter, have conferences with grade level and department teachers so as to be familiar with the goals and objectives concerning their respective assignments.

ARTICLE VII - COMPENSATION

7.01 Salary

For the purpose of applying the salary schedule, each teacher shall be placed in one of the salary classes indicated. See Appendix A. The placement to be in accordance with the following requirements:

- A. Class I -Teachers with a Bachelor's degree from an institution recognized by the Department of Education, State of Ohio.

Class II -Teachers with a Bachelor's degree and a total of fifteen (15) semester hours of work earned after the date of receiving the bachelor's degree, but not yet possessing a Master's degree. For teachers hired before July 1, 1999, one hundred and fifty (150) semester hours, but not yet possessing a Master's degree.

Class III -Teachers with a Master's degree.

Class IV -Teachers with a Master's degree and fifteen (15) semester hours of work earned after the date of receiving the master's degree. Such work shall be limited to areas of current certification/licensure and/or subject matter area or other work approved by the Superintendent.

Class V -Teachers with a Master's degree and thirty (30) semester hours of work earned after the date of receiving the master's degree. Such work shall be limited to areas of current certification/licensure and/or subject matter area or other work approved by the Superintendent.

- B. Full credit shall be granted for all teaching experience in elementary and secondary public schools up to a maximum of ten-(10) years (O.R.C. 3317.13). Full credit shall be granted for teaching experience in chartered non-public schools located in Ohio when such teaching was done as a certified/ teacher (included in the ten-(10) year maximum).
- C. Full credit shall be granted each year of military service in the armed forces of the United States up to a maximum of five-(5) years (O.R.C. 3317.13) (included in ten-year maximum).
- D. A year of teaching will be considered to be any school year of at least one hundred twenty (120) days under a teacher's contract (O.R.C. 3317.33).
- E. Annually each teacher shall advance to the next higher salary indicated in the aforementioned schedule as per classification.

- F. Teachers may move from one training column to another on the salary schedule once each year at the beginning of the school year. To be eligible, a teacher must have on file with the Superintendent by September 30 an official college transcript validating the credit hours which entitle the teacher to move on the salary schedule. If the credits were earned prior to the start of the school year, payment for that column will be made retroactive to the beginning of the school year.
- G. The salary of any part-time teacher shall be reduced to a figure proportionate to the fractional time for which appointed.
- H. For the 2016 - 2017 school year, the increase will be 1.75% on the base plus experience step.
For the 2017-2018 school year, the increase will be 1.75% on the base plus experience step.
For the 2018-2019 school year, the increase will 3.0% on the base plus experience step.

7.02 Supplemental Salary

- A. Supplemental services shall be contracted for on a limited contract basis.
- B. All remuneration for supplemental contracts shall be based upon a percentage of the Bachelor's Degree Column on a cumulative experience basis up to a maximum of seven (7) years. Experience credit shall be granted within a particular sport when transferring from girls' to boys' or boys' to girls' sports. See Appendix A.
- C. Remuneration will be determined by multiplying the Bachelor Degree salary at the appropriate year of service in the supplemental service area by the percentage factor indicated for the position. At no time will the seventh level of the Bachelor's Degree schedule be exceeded.
- D. A teacher may receive full credit for experience in a particular level and position in the supplemental contract area (properly documented) earned in the district or from another district. When a teacher moves within the same supplemental contract area but to a lesser percentage contract, prior experience will be credited.
- E. Credit for class advisor experience will be granted only for those class advisor positions listed in the supplemental salary schedule.
- F. A teacher with National Board Certification must present a copy of his/her official notification to the Treasurer for his/her permanent file by September 1st for payment for that and subsequent school years.

- G. Remuneration for the fulfillment of supplemental contracts shall be payable as follows:
- 1) Supplemental contracts which run the duration of the school year (i.e. Band Director, Athletic Director, etc.) shall be computed and paid along with the regular salary in twenty-six (26) equal payments.
 - 2) Supplemental contracts which run for less than a full school year (i.e., Basketball Coach, Track Coach, etc.) shall be paid for in three equal payments on a monthly basis during the period of time the activity is in effect. Except, however, that the third and final payment shall not be made until the next regular payroll following the completion of the activity.

7.03 Pay Procedures and Periods

- A. The payment of teachers' salaries shall be distributed over 24 pays on the 5th and 20th day of each month. If the pay dates are on a weekend or a holiday, payments will be made on the Friday preceding these dates.
- B. The daily rate of pay of each teacher shall be determined by dividing his/her annual contract salary by the number of days in that person's contract calendar.
- C. Deductions for absences which are not covered by sick leave, emergency leave, or personal leave policy shall be made from the pay following the pay period during which the absence occurred.
- D. Deductions for the proper retirement system will be made equally over the twenty-six pay periods.
- E. In September of each year, teachers may authorize payroll deductions for professional dues in twenty (20) equal payments, commencing with the first pay of each school year. If for any reason the Board fails to make a deduction for any teacher as above provided, it shall make that deduction from the teacher's next pay in which such deduction is normally deducted after the error has been called to its attention (in writing) by the teacher. The Association agrees to hold the Board and its designees harmless for any and all errors arising out of the dues deduction procedure.
- F. The Board Treasurer is authorized to make deductions and salary adjustments in accordance with the prescribed duties of the office and upon receipt of the proper authorization forms.
- G. Upon authorization the Board Treasurer may deduct Ohio Fund for Children and Public Education donations if as many as five (5) teachers

request these deductions; annuity funds if as many as five (5) teachers sign up for any one company; and credit union.

7.04 State Teachers Retirement System Pickup

- A. The Board will participate in the State Teachers Retirement System program which allows retirement contributions to be taxed on a deferred income basis, for teachers only, and will be implemented with payroll on June 1, 1984, at no additional cost to the Board.
- B. A teacher may purchase S.T.R.S. credit by payroll deduction on a tax deferred income basis.

7.05 Severance Pay

- A. A teacher having served as an employee of the Board for a period of ten (10) school years may elect, at the time an application for retirement has been approved by the State Teachers' Retirement System (STRS), to be paid in cash one-fourth (1/4) of the value of his/her accrued sick leave.
- B. The maximum amount of sick leave to be used for severance pay purposes shall not exceed one-fourth (1/4) of two hundred fifty (250) days (= 62.5 days).
- C. Such payment shall be based on the teachers per diem rate of pay at the time of retirement.
- D. Severance pay in lieu of sick leave under this policy shall eliminate all sick leave credit.
- E. Severance pay shall be made upon the request of the STRS retiree but within ninety (90) days following the last day of service with the Board. Before the last day of service, the Treasurer may start an annuity for the teacher contributing up to the maximum amount allowable by law. The maximum exclusion allowance will be calculated by a currently approved annuity company. The Treasurer is not responsible for this calculation. The money can only be deposited with a currently approved annuity company. Any remaining dollar amount will be paid to the teacher within ninety (90) days. If the teacher chooses this option, the teacher will notify the Treasurer, in writing, at least sixty (60) days prior to the retirement date.
- F. If a teacher dies while employed with the District, severance pay will be paid to the estate as if the teacher had applied for retirement prior to the death.

7.06 Children of Non-Resident Teachers

The Board shall waive tuition payment for children of non-resident teachers in the Cedar Cliff Local School District.

ARTICLE VIII - INSURANCES

GROUP INSURANCE PLANS

All teachers of the Board shall have the right and shall be encouraged to organize so as to receive the maximum benefits from group insurance and hospitalization plans. Membership in such groups shall be on a voluntary basis. The Treasurer of the Board shall have the authority to make the necessary deductions to cover the costs of such programs upon receipt of the proper authorization form.

8.01 Hospitalization Insurance Program

- A. Each full-time teacher (one who works six hours per day or more) shall, if he/she elects to participate, have up to \$378 per month for the single rate of a hospitalization program paid for by Board funds. Beginning 2013-2014, the Board shall pay \$656.00 per month toward the employee + kids rate. The Board shall pay \$1,030.00 per month toward the family rate. In the second and third years of this agreement, the Board's share of the monthly premium will increase by one-half (1/2) of each year's premium increase, and the teacher will pay the other half of such premium increases.
- B. Any married couple employed by the district may combine the cost of one single and one family premium towards the cost of one family plan coverage premium, but not exceeding the cost of the family plan.
- C. Each teacher working an average of at least three hours per day, but not an average of six hours per day, shall, if he/she elects to participate, have fifty percent (50%) of a hospitalization program paid for by the Board funds.

No hospitalization coverage will be provided for teachers who work less than an average of three (3) hours per day in the employ of this school district.

- D.
 - 1) The Board will make available to employees group health insurance plans to include both a PPO plan and a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA). The group insurance plans, the details of which are attached an Appendix K, will be subject to the other terms of this Agreement and insurance carrier regulations.
 - 2) The Board will make a one-time contribution to the HSA of an employee who enrolls in the HDHP of \$500 for single coverage, and \$1,000 for employee + kids or family coverage. Such one-time

contribution will be made in January following the employee's enrollment in the HDHP.

- 3) An IRC (Insurance Review Committee) will be established each year to evaluate the service of the insurance carriers, to discuss concerns of individuals or the entire staff, or to assist with the establishment of criteria to be used when other insurance options are being considered. The Association shall have three (3) representatives and the Board shall be represented by an equal number of participants. The Board will not unilaterally change benefit levels. If a health insurance carrier changes benefit levels, the parties will confer with the carrier in an effort to maintain benefit levels. If unsuccessful, the Board will not be required to self-insure any benefit which a carrier reduces or eliminates.

- E. The Treasurer of the Board shall have the authority to make the necessary deductions to cover the cost of the family plan if a teacher requests such deductions on the prescribed form.

8.02 Group Life Insurance Program

- A. Each teacher of the District shall have paid on his/her behalf from Board funds the premium of the following Group Life Insurance Policy.
- B. Each teacher shall receive group life insurance coverage, paid for by Board funds, equal to his/her contract base salary in effect on September 1 of the school year rounded up to the next highest thousand dollars. The maximum amount of group life insurance coverage of any teacher under this program shall be \$50,000.
- C. The Board shall select the company to provide the insurance. Coverage in addition to the amount paid for by Board funds may be purchased by the teacher at the rate set by the insurance company.

8.03 Dental Coverage

The Board will provide a dental plan for each full-time teacher. The Board will pay 90% of a single/family plan. Each teacher working an average of at least three hours per day, but not an average of six hours per day, shall, if he/she elects to, participate, have forty-five per cent (45%) of a family/single dental plan paid for by the Board.

8.04 Section 125 Benefits Plan

The District will maintain the Section 125 Plan of the IRS code so that teacher contributions to the benefit plan can be made on a pretax basis.

The benefits provided to teachers by Section 125 of the Revenue Act of 1978 shall be made available to all teachers of the bargaining unit. An amount not to exceed fifty (50%) percent of salary may be set aside by the teacher for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes that non-taxable benefits of all eligible insurance, disability, non-reimbursed medical, and dependent care.

The Board shall incur the fees for the setup, enrollment, and administrative services provided.

A change in the provider for the above shall require the Board to give sixty (60) days' notice of said change to the Association President.

8.05 Workers' Compensation

All teachers of the Board are protected under the State Workers' Compensation Act of Ohio in case of injury or death incurred in the course of and arising out of their employment. A teacher's application for this compensation must be filed by the attending physician within 30 days of the injury.

8.06 Vision Insurance

The Board shall provide 80% per month for vision insurance plan for all teachers if they elect to participate, for both single and family plans. Each teacher working an average of at least three hours per day, but not an average of six hours per day, shall, if he/she elects to, participate, have forty percent (40%) of a family/single vision plan paid for by the Board.

ARTICLE IX - LEAVES

9.01 Sick Leave

- A. Each full-time teacher shall be entitled to fifteen days of sick leave with pay for each year of employment, to be credited at the rate of one and one-fourth days per month (O.R.C. 3319.141).
- B. Sick leave may be used for absences due to:
 - 1) Personal illness, pregnancy or injury,
 - 2) Exposure to contagious diseases which could be communicated to other employees and children, and
 - 3) Illness, injury or death in immediate family. (Immediate family is defined to mean: Spouse, Father, Mother, Sister, Brother, Child, Grandparents, Grandchildren, Parents-in-law and/or any relative living in the household of the teacher. Grandparents may use sick leave for the birth of a grandchild.
 - 4) Death of a relative not listed in 3 above or friend of the family for a period of up to two (2) working days if out-of-state and one (1) day within the state to attend the funeral.
- C. Unused sick leave shall be cumulative up to 250 days.
- D. A teacher who begins at or reaches the maximum sick leave accumulation during the contract year shall not fall below the total accumulation unless absent more than the number of days earned after having reached the maximum accumulation.
- E. A teacher who has accumulated sick leave in another school district in Ohio shall be credited with the unused balance of his/her accumulated sick leave up to the maximum of two hundred fifty (250) days by presenting a properly certified record of such days.
- F. The Superintendent may require a teacher to furnish a written-signed statement to the effect that an absence was due to one of the foregoing conditions. (ORC 3319.141)
- G. Sick leave provisions shall include absences due to maternity reasons.
- H. A teacher who becomes pregnant shall take either sick leave or a leave of absence at a time set by her physician. Notification of the date of

commencing such sick leave or personal leave shall be given to the Superintendent (in writing) at the earliest possible date.

- I. Teachers returning to duty from an extended sick leave (20 working days or more) shall be permitted to do so upon the written advice of their physician.
- J. The Treasurer of the Board shall update monthly the sick leave balance which shall be recorded on check stubs. Such records shall include:
 - 1) Accumulated days at the beginning of the period.
 - 2) Sick leave days used during the period.
 - 3) Sick leave days earned during the period.
 - 4) The balance of sick leave days at the end of the period.
- K. A teacher may request in writing, and receive from the Treasurer's office, a similar report at any other time not listed in J. above.
- L. Sick leave shall be used in minimum of 1/2-day increments.
- M. Any teacher who does not use any sick leave or personal leave during the school year shall be paid a bonus at the end of July following this procedure:
 - 1) No days used - \$400.00
 - 2) One day used - \$300.00
 - 3) Two days used - \$225.00
- N. Falsification of the sick leave statements is grounds for suspension or termination of the employment contract (per 3319.141).
- O. Sick leave must be submitted on Kiosk within 2 work days of returning to work.

9.02 Sick Leave Transfer

The purpose of sick leave transfer is to give additional days of sick leave to teachers who experience personal serious accidental injury, personal emergency surgery, or personal catastrophic illness. A committee of two (2) teachers appointed by the Association President, and the Superintendent and Treasurer will constitute the Sick Leave Transfer Committee.

The Sick Leave Transfer Committee will give notice to teachers about the number of days in the sick leave bank at the start of each school year. If the number of days in the sick leave bank at the start of the school year is less than fifty (50) days, donations will be accepted. If the number of days in the sick leave bank is greater than or equal to fifty (50) days, no donations will be accepted. Teachers will have until October 15th of the school year to donate to the sick leave bank. No bargaining unit employee may donate more than one (1) day per year, and must have more than fifteen (15) days of accumulated sick leave in order to donate.

Teachers must have been employed under regular contract for at least one full school year before becoming eligible to use the sick leave bank.

If a teacher has exhausted all personal/sick leave and applies for sick leave transfer (Appendix J-1), he/she may receive a gift of the number of days needed. The maximum number of days a teacher can receive each year is fifty percent (50%) of the days in the bank at the time application is made.

The decision of the Sick Leave Transfer Committee is final and binding, and is not subject to the Grievance Procedure set forth in this Agreement.

9.03 Family Medical Leave Act

The Board will follow and provide copies of the Family Medical Leave Act to all teachers.

9.04 Personal Leave

- A. Each teacher shall be allotted three (3) days of personal leave per school year without loss of compensation if the following conditions are met:
- 1) Requests for such personal leave shall be made to the Superintendent at least three (3) days prior to the leave. (In case of emergency this rule may be waived by the local Superintendent.)
 - 2) Requests for personal leave should not be requested in the two week period following the beginning of school or in the three week period prior to the ending of school. (In case of an emergency this rule may be waived by the local Superintendent.)
 - 3) Requests for personal leave should not be requested for the day before or the day after a scheduled holiday or vacation day. (In case of an emergency, this rule may be waived by the local Superintendent.)

- 4) Requests for personal leave should not be requested for the purpose of fulfilling another contracted obligation or service for which the teacher/employee would receive compensation.
- 5) Not more than seven and one-half (7.5%) percent of the teachers may be absent under this policy on the same day.
- 6) Personal leave days are non-accumulative from one school year to the next.

B. Personal leave shall be granted for the following reasons:

- 1) Family situations (baptisms, weddings, graduations, etc.)
- 2) Illness or death not covered by sick leave
- 3) School visitations
- 4) Legal matters
- 5) Religious holidays
- 6) Registration for college courses and related activities
- 7) Personal matters which cannot be handled except during school hours

C. Personal leave may be granted in situations not covered in the list by discussion and resolution between the Superintendent and the teacher involved in the request.

D. If additional personal leave days are needed beyond the allotted three (3) days, a deduction from the teacher's salary shall be made on a per diem basis computed in the following manner:

(The annual contracted salary divided by a number equal to the number of teacher workdays plus the number of teacher meeting days provided for in the school calendar.)

E. Any unused personal leave days at the end of the school year for those employees not eligible for the attendance bonus incentive as outlined in 9.01M shall have those days converted to their sick leave accumulation. Those employees who are eligible for the attendance incentive outlined in 9.01M in any amount, will not be eligible for the personal day conversion.

9.05 Leaves of Absence

A leave of absence is interpreted to mean a period of absence from duty for which written request had been made and formal approval granted by the Board.

An extended leave of absence is interpreted to mean an absence of at least one full school year for which a written request has been made and formal approval granted by the Board.

Upon written request by a teacher, the Board shall grant a leave of absence for not more than two consecutive school years where illness or other disability is the reason for the request.

A. A teacher may be granted a leave of absence for the following reasons:

- 1) Personal illness
- 2) Disability
- 3) Maternity and parenting
- 4) Enlistment in the armed forces of the United States
- 5) Educational studies or professional purposes
- 6) To serve in a state or national office

B. Except as otherwise stated, all leaves of absence are without pay.

C. Leaves of absence for any purpose shall not extend for a period of time longer than one school year. A leave of absence requested after the school year has begun shall be for no longer than the remainder of the current school year. At the end of the first leave of absence, one additional leave of absence may be requested, except that no leave of absence shall extend beyond the limit of a teacher's contract term.

D. Extended leaves of absence shall be available only to those teachers who have completed four (4) years of service in the District.

9.06 Emergency Leave

A. The Superintendent, at his/her discretion, may authorize absences for justifiable emergency reasons. Such emergency leave may be granted without loss of pay, when such leave is recommended by the Superintendent and approved by the Board.

- B. Requests for emergency leave shall be submitted in writing on forms provided as soon as possible after the teacher becomes aware that Emergency Leave is necessary.

9.07 Military Leave

Teachers will be granted military leave in accordance with Ohio Rev. Code §5923.05.

9.08 Sabbatical Leave

A sabbatical leave of absence is interpreted to mean a period of absence from duty (one of two semesters) for the purpose of study and professional improvement. Each teacher who has completed five years of service in the District may, upon the approval of the Board, be entitled to take a sabbatical leave of absence with part pay for one or two semesters, subject to the following restrictions:

- A. Any request for sabbatical leave must be made in writing no later than March 1 of any school year. The Board shall act on the application and notify the teacher by April 30 of the same year.
- B. The teacher shall present to the local Superintendent, for approval, a plan for professional growth (the plan shall be considered a part of the application) and, at the conclusion of the leave, provide evidence that the plan was followed.
- C. Upon completion of the sabbatical, the teacher shall return to his/her position, or an agreeable related one, for a period of time equal to the time spent on sabbatical. A teacher who by choice elects not to return shall repay the district any remuneration he/she may have received as sabbatical.

Notification of intention to resume active status shall be given in writing to the Superintendent or his/her designee no later than April 1 of the calendar year if the intent is to return at the beginning of the school year or no later than December 1 if the intent is to return at the beginning of the second semester.

The return date shall coincide with the first day of the school year or the first day of the second semester unless mutually agreed to in writing by the Superintendent and the teacher.

The teacher on leave may exercise the option of maintaining group insurance coverage at the teacher's expense, during such leaves and if allowable by the insurers.

Upon return from leave the teacher may purchase STRS credit under the time restrictions and other rules and regulations of STRS.

- D. A teacher on sabbatical shall receive part pay equal to the difference between the substitute's pay and the teacher's expected salary for the period of time covered by the leave.
- E. Not more than three percent of the teachers shall be on sabbatical leave at any one time.
- F. A teacher will not be granted sabbatical leave more than once.
- G. The sabbatical leave policy of the district is subject to all other provisions set forth in Section 3319.131 of the Ohio Revised Code.

9.09 Assault Leave

Assault leave (at no loss of pay) will be available to all teachers of the District subject to the following provisions:

- A. The teacher must be unable to physically perform his/her contracted duties because of injury or illness caused by an assault on said teacher while he/she was performing his/her contracted duties with the Board.
- B. A request for assault leave shall be made on the appropriate form which shall include the following information:
 - 1) The nature of the injury
 - 2) The date, time, and place of the occurrence
 - 3) Identification of the individual or individuals causing the assault (if known)
 - 4) Facts and circumstances surrounding the assault
 - 5) A certificate from a licensed physician describing the nature of the disability and its probable duration
- C. The form shall be returned to the Superintendent as soon after the occurrence as is possible and practical.
- D. The Superintendent shall be responsible for determining the eligibility for assault leave. Such determination shall be based upon the information evidenced by the request form.
- E. Assault leave will be limited to a maximum of thirty (30) working days per school year, and not chargeable to sick leave.

- F. If upon the exhaustion of the allowed assault leave days, the teacher is unable to perform his/her contracted duties, he/she may apply for sick leave, workers' compensation (if eligible), leave of absence, or disability retirement.
- G. Assault leave days are non-accumulative from one school year to the next.

9.10 Professional Leave

- A. A teacher may receive compensation and expenses in full for days on which he/she is excused by the Superintendent or his/her designated representative for the purpose of attending professional meetings, conferences, workshops, and seminars at the local, state, and national levels which are designated for the improvement of instruction and/or management and for other travel necessary for the conduct of official district business in accordance with the following stipulations:
 - 1) Approval must be obtained in writing from the Superintendent or his/her designee prior to travel and/or attendance at a meeting on forms provided by the Superintendent's office.
 - 2) Reimbursement will be paid in full for the necessary and reasonable expenses of:
 - a) Use of privately owned automobile at the current IRS rate.
 - b) Common carrier fare which is supported by receipts.
 - c) Meals on a per diem basis that shall coincide with the rate of reimbursement currently in effect for State of Ohio employees not on overnight lodging.
 - d) Lodging which is supported by receipts.
 - e) Miscellaneous expenses such as taxi and ferry fares; bridge, highway, and tunnel tolls; baggage storage; telephone calls; conference registration and meals; and other expenses necessary to the conduct of official school district business which are supported by receipts.
- B. All claims for reimbursement of expenses must be submitted in writing for approval by the Superintendent or his/her designee on forms provided by the Superintendent's office.
- C. Requests to attend professional meetings, conferences, workshops, and seminars held outside the State of Ohio must be approved by Board resolution.

- D. Approval of reimbursement and compensation for teacher attendance at professional meetings shall be granted only when sufficient unencumbered funds are available in the proper appropriations account.

ARTICLE X - TEACHER CONTRACT RIGHTS

10.01 Employment Procedure

It shall be the policy of the Board to provide an orderly and systematic procedure for the employment and retention of the best-qualified teachers possible. Initial employment and re-employment of teachers shall be carried out within the provisions set forth in the Ohio Revised Code.

10.02 Contract Sequence

- A. A teacher new to the District shall upon his/her initial employment be offered a one (1) year limited contract.
- B. If the services of the teacher during the first one (1) year limited contract in the District is judged by the proper administrator to be satisfactory, the teacher shall be offered another limited contract not to exceed two (2) years.
- C. If at the end of the second limited contract (stated in the preceding paragraph), the teacher's service is judged to be of satisfactory quality by the responsible administrator, and if the teacher does not possess a (1) professional, permanent or life certificate or (2) a professional educator license, which qualifies the holder for continuing contract status, the teacher shall be recommended for another limited contract which shall be for not less than one (1) year nor more than five (5) years.
- D. A teacher who meets the requirements of Ohio law for a continuing contract will be eligible to apply for a continuing contract. Such eligibility will only be available upon completion of the teacher's current contract. Attainment of continuing contract status must be by recommendation of the Superintendent of the Board of Education, and cannot be attained automatically, or by operation of law. A teacher must apply in writing to the Building Principal by September 15 of the school year in which he or she becomes eligible for continuing contract status, so that evaluation procedures can be completed that year using the appropriate evaluation procedure. Such evaluation will then become the basis upon which the Superintendent will make a recommendation to the Board of Education concerning contract status. This provision of the negotiated agreement supersedes the provisions of Ohio Rev. Code §§3319.08 and 3319.11 related to the attainment of continuing contract status.
- E. A teacher who has achieved continuing contract status in another district and whose services have been evaluated as satisfactory during the first year of employment in the District may be recommended for another one (1) year limited contract. If during the second one year limited contract said teacher's service is evaluated as satisfactory by the responsible

administrator, then such teacher may be recommended for a continuing contract.

10.03 Equal Employment Opportunities

The District is an equal employment opportunity agency.

10.04 Assignments

- A. All teachers having been employed by the Board shall be assigned teaching duties by the Superintendent as provided for in Section 3319.01 O.R.C.
- B. Teachers shall be assigned to perform duties in areas where, in the opinion of the Superintendent, their services will be of greatest value to the educational program and in areas where proper certification/licensure is held.
- C. Prior to the end of each school year, each principal, upon request of the teacher, will meet to discuss proposed assignments for the next school year.
- D. A written notice of any proposed changes in grade level or subject area will be given to the affected teacher before the end of the school year. However, if circumstances change, the Board/or Administration reserves the right to change teacher assignments and reorganize staff prior to the beginning of the school year in order to effectively operate the District.

If there are unforeseen circumstances that cause the Administration to involuntarily change teaching assignments after August 1, the affected teacher will be given up to three (3) extended days to make the adjustment, based on the following schedule:

| | |
|---|--------|
| A change in grade level assignment for teachers in grades K-5 | 3 days |
| A change in subject matter for 1-2 periods a day for teachers in grades 6-12 | 1 day |
| A change in subject matter for 3-4 periods for teachers in grades 6-12 | 2 days |
| A change in subject matter for 5-6 periods for teachers in grades 6-12 | 3 days |

In grades 6-12, an example of change in subject matter assignment shall relate to content areas (math, science, language arts, and social studies) and not grade levels or intra subject matter changes.

10.05 Transfers

- A. It shall be the policy of the Board to fill vacancies by transfer when all other factors are considered equal and when such assignments appear to be in the best interest of the entire educational program.
- B. Announcement of vacancies and newly created positions shall be posted in each principal's office and a copy provided to the Association President as soon as possible after they occur. All open positions will be posted for seven (7) days unless the position becomes available after August 1, for the beginning of the current school year. An exception to posting would be if there are no teachers with known proper certification. Present employed teachers in the system who apply for such vacancies will be given consideration for such positions. However, the Board reserves the right to employ the best-qualified teacher(s) available, and the right of assignment of personnel shall rest with the Superintendent (3319.01 O.R.C.)
- C. A teacher may request a transfer by submitting a written request stating the reasons for such a request to the Superintendent by June 1. A copy of the request must also be sent to the teacher's principal by the teacher.
- D. When a transfer has been authorized it shall be communicated in writing by the Superintendent to the teacher and to the appropriate principal(s).
- E. A teacher may withdraw a request for transfer any time prior to the receipt of written notification authorizing the requested transfer.
- F. Any teacher to be affected by an administrative involuntary transfer or reassignment shall be informed in writing of the intended action. As soon as possible, at the request of the teacher, a conference with the Superintendent and/or principal to discuss the proposed change will be held prior to the announcement authorizing the transfer.

10.06 Termination of Contract

- A. A teacher may terminate his/her contract with the Board by submitting a written resignation at the close of any school year and prior to July 10th or at any other time with the consent of the Board.
- B. The Board may terminate a teacher's contract for good and just cause.

- C. All proceedings for the termination of a teacher's contract by the Board shall be in compliance with Section 3319.16 of the Ohio Revised Code.
- D. A teacher who wishes to appeal an order for termination of contract shall have the right to do so under the provisions of Section 3319.16 of the Ohio Revised Code. A teacher may not grieve an order for termination of contract under Article III of this Agreement.

10.07 Nonrenewal of Limited Teaching Contract

All proceedings for the nonrenewal of a teacher's limited contract shall be in compliance with Section 3319.11 of the Ohio Revised Code. In addition:

- A. Any teacher having three (3) or more years of service under limited contract status (not applicable to supplemental contracts) with the District shall be accorded due process as set forth in Paragraphs B and C of this Section.
- B. A Principal who recommends to the Superintendent that a teacher be non-renewed, shall provide such teacher written reasons for the recommendation.
- C. The Superintendent, when recommending to the Board that a teacher be non-renewed, shall provide such teacher written reasons for the recommendation.
- D. Inability to conduct or complete a teacher's evaluation due to the teacher's absence shall not be deemed a failure on the part of the Administration to comply with evaluation procedures. Such teacher's contract is still subject to non-renewal.
- E. A teacher whose contract is non-renewed can appeal such non-renewal pursuant to Ohio Rev. Code §3319.11, but may not grieve such non-renewal under Article III of this Agreement.
- F. The provisions of this Section shall apply only to regular teaching contracts, and not supplemental contracts, which expire automatically by their own terms without Board action.

10.08 Personnel Files

- A. There will be established and maintained one (1) official personnel file for each teacher of this school district. Such personnel files will be maintained in the office of the Superintendent. However, all economic records will be held in the office of the Board Treasurer.

- B. A teacher's personnel file shall be open to inspection upon reasonable request by the individual teacher, member of the Board, administrative personnel related to a situation on a "need to know basis," and authorized representatives of the teachers. In addition, such personnel files shall be available to the public, consistent with the provisions of Ohio's Public Records Act, Ohio Rev. Code §149.43.
- C. Changes in a teacher's status of employment or conditions relating thereto shall be made a part of his/her personnel record.
- D. No material will be placed in a teacher's personnel file unless the teacher has had an opportunity to review and to affix his/her signature to such material. The affixing of the signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written response to such material. Such a statement will be reviewed by the Superintendent who shall affix his/her signature before placing it in the file.
- E. If and when a teacher and the Superintendent agree that there is adequate evidence that certain material in said teacher's official file is irrelevant, inappropriate, or false, such material will either be corrected or removed from the files.
- F. If a teacher feels that any material included in his/her personnel file is derogatory to his/her conduct, service, or character, he/she shall have the right to respond to it in writing and have a copy of said statement attached to the material in the official file.
- G. All matters relating to personnel files shall be subject to application of the adopted Grievance Procedure.
- H. Personnel record files may include but not be restricted to some or all of the following:
 - 1) Application for employment including references
 - 2) Copy of latest contract and/or salary notice
 - 3) Ohio Teaching Certificate/License or a copy thereof
 - 4) Official transcript of all college credits
 - 5) Record of military service if any
 - 6) Incidents of work
 - 7) Evaluation forms

- I. The Superintendent shall conduct a review with the teacher of the contents of the teachers' personnel file upon written request.

10.09 Evaluation of Teacher Performance

A. Purpose of the Evaluation

The purpose of the teacher evaluation program in the District shall be to give an opportunity for teachers and administrators to objectively evaluate the teacher's contributions to the local education program.

To facilitate this purpose, the teacher evaluation program will include announced or unannounced observations of at least thirty minutes and walk-throughs of at least ten minutes and no more than thirty minutes in length. Announced observations will include a pre-observation conference and may include a post-conference.

To fulfill their supervisory and administrative responsibilities, the principals or designated supervisor and Superintendent shall have free access to all classroom and instructional areas. Evaluations will be performed only by licensed and OTES-credentialed administrators.

1) Goals: The evaluation program includes the following broad goals and is aligned with the standards for teachers under section 3319.61 of the Ohio Revised Code.

- a) To develop an improved learning environment;
- b) To improve teaching skills;
- c) To develop the art of teaching;
- d) To develop confidence and skill in using equipment and techniques;
- e) To establish job targets which are relevant to daily professional performance;
- f) To work cooperatively with the principal toward meeting the job targets established;
- g) To develop ways to praise when praiseworthy work has been performed;
- h) To develop ways to give constructive criticism in a way that will stimulate and encourage;
- i) To develop open, cooperative, professional relationships among all staff members;
- j) To provide information for establishing contract status.

2) Conferences and Time Schedule: Conference topics shall cover, but not be limited to:

- a) Continuing long and short-range goals and objectives;
- b) Recognition of good work;
- c) Suggestions for improvement (mutually exchanged);
- d) Agreement on prioritized job targets or job tasks;

- e) Clarification of the responsibilities of both parties;
 - f) Correcting misinformation and misunderstanding.
- 3) Evaluation Schedule: Teachers will be placed in one of five teacher categories, depending upon their employment status and previous evaluation results and will be evaluated according to the subsequent evaluation timelines/schedule.
- a) New-to-District (NTD) includes first-year teachers who hold a Resident Educator License and teachers who are newly hired to the District. Such a teacher will be assigned to the NTD category for a minimum of one year and a maximum of two years. Teachers new to the Cedar Cliff Local School District will be evaluated using the full summative evaluation process. A summative evaluation for new to district personnel will be completed after a minimum of three (3) observations (announced or unannounced) and two (2) unannounced walk-throughs, totaling a minimum of 110 minutes of observation over the academic year. There will be a minimum of two (2) announced observations during the summative evaluation process cycle with at least one (1) announced observation per semester and one (1) unannounced observation at any time during the evaluation cycle. All evaluations should be completed by May 1st with the summative evaluation conference to be conducted no later than May 10. Additional conferences may be held if circumstances or participants suggest the need.
 - b) A teacher with a performance rating of “accomplished” qualifies for and may receive a summative evaluation every three years commencing with the year in which the teacher first received the accomplished rating. A summative evaluation for this category will be completed after a minimum of two (2) observations (one announced and one unannounced) and two (2) unannounced walk-throughs, totaling a minimum of eighty (80) minutes of observation over the academic year. In the off-years in which the teacher is not scheduled to receive a full evaluation, the teacher will receive one (1) walk-through observation as outlined in Section 10.09 (Par. II), will submit and review with the building principal a professional growth plan, will participate in applicable state or local student growth measures, and will meet with the building principal for a performance review no later than May 10. All evaluations should be completed by May 1st with the summative evaluation conference to be conducted no later than May 10. Additional conferences may be held if circumstances or participants suggest the need.

- c) A teacher with a performance rating of "skilled" qualifies for and may receive a summative evaluation every two (2) years commencing with the year in which the teacher first received the skilled rating. A summative evaluation for this category will be completed after a minimum of two (2) observations (one announced and one unannounced) and two (2) unannounced walk-throughs, totaling a minimum of eighty (80) minutes of observation over the academic year. In the off-years in which the teacher is not scheduled to receive a full evaluation, the teacher will receive one (1) walk-through observation as outlined in Section 10.09 (Par. II), will submit and review with the building principals a professional growth plan, will participate in applicable state or local student growth measures, and will meet with the building principal for a performance review prior to May 10. All evaluations should be completed by May 1st with the summative evaluation conference to be conducted no later than May 10. Additional conferences may be held if circumstances or participants suggest the need.
- d) A Teacher with a performance rating of "developing" will receive a summative evaluation annually. A summative evaluation for this category will be completed after a minimum of two (2) observations (one announced and one unannounced) and two (2) unannounced walk-throughs, totaling a minimum of eighty (80) minutes of observation over the academic year. There will be a minimum of one (1) announced observation during the summative evaluation process cycle with at least one (1) observation per semester. All evaluations should be completed by May 1st with the summative evaluation conference to be conducted no later than May 10. An additional observation and additional conferences may be held if circumstances or participants suggest the need. In addition to the summative evaluation process, the teacher will work with, submit, and review with the building principal a professional growth or improvement plan, and will participate in applicable state or local student growth measures. Additional conferences may be held if circumstances or participants suggest the need.
- e) A teacher with a performance rating of "ineffective" will receive a summative evaluation annually. A summative evaluation for this category will be completed after a minimum of three (3) observations (announced or unannounced) and two (2) unannounced walk-throughs totaling a minimum of 110 minutes of observation over the academic year. There will be a minimum of two (2) announced observations during the summative evaluation process cycle with at least one (1) announced observation

per semester and one (1) unannounced observation at any time during the evaluation cycle. All evaluations should be completed by May 1st with the summative evaluation conference to be conducted no later than May 10. In addition to the summative evaluation process, the teacher will work with and receive an improvement plan as directed by the building principal, and will participate in student growth measures. Additional conferences may be held if circumstances or participants suggest the need.

B. Procedures of Evaluation. The following procedures and principles shall be followed in the evaluation of teachers:

1. The teacher evaluation will contain two components:
 - a) Teacher Performance on Standards which counts for 50% of the teacher's overall evaluation score;
 - b) Student Growth Measures which count for 50% of the teacher's overall evaluation score.

When both components are combined, a summative performance rating of "accomplished," "skilled," "developing" or "ineffective" will be assigned to every teacher.

2. Each teacher will be required to develop a Professional Growth or Improvement Plan annually. The goals must address the teacher's professional growth, professional responsibilities and their impact on student learning. All goals must meet the S.M.A.R.T. goal criteria of specific, measurable, attainable, relevant and timely. The teacher will turn in completed S.M.A.R.T. goals three days prior to the Growth Plan Conference as determined by the principal and/or designated supervisor. In collaboration with the building principal, teachers with an accomplished rating may choose S.M.A.R.T. goals to facilitate department, building, or district growth/improvement in the form of a district project. The project shall adhere to S.M.A.R.T. criteria and be for a duration of one year.
3. Half (50%) of the teacher evaluation is to be comprised of Student Growth Measures. Student growth measures shall consist of student learning objectives (SLOs), approved ODE vendor assessments, or state value added assessments. Teachers who teach a value-added tested subject area like reading and math must use 100% of the value-added measure as their student growth measure component. Where the value-added progress dimension is not 100% applicable, some combination of the following shall be determined: (1) Teacher-level Value-Added Data; (2) ODE-Approved Assessments; and/or (3) Locally-determined

Measures (SLO data). For those teachers receiving Value-Added data from the previous year, and utilize other student growth measure data for the previous and current school years, the student growth calculation shall be proportionate to the teacher's instructional schedule (i.e. if a teacher has 2 value added periods and 3 periods whereby SLO's could be utilized, the student growth measurement shall be a reflection of that teaching schedule). Student growth measures shall be completed annually regardless of previous summative rating and evaluation status.

4. A pre-conference will be conducted prior to an announced observation. After each announced or unannounced observation and/or walk-through, the evaluator and teacher must sign the appropriate observation report. A post-conference will occur after each observation (announced or unannounced) if requested by the teacher and/or evaluator. A teacher will receive a copy of the classroom observation (or walkthrough) report within twelve (12) work days of the observation, unless absences of the teacher and/or principal prevent such from taking place.
5. If a pre-conference meeting is utilized, the following items should be discussed, as appropriate:
 - a) Lesson or unit objectives;
 - b) Prior learning experiences of the students;
 - c) Characteristics of the learners/learning environment;
 - d) Instructional strategies that will be used to meet the lesson objectives;
 - e) Student activities and materials;
 - f) Differentiation based on needs of students; and
 - g) Assessment (data) collected to demonstrate student learning.
6. A summative evaluation conference will be conducted during each evaluation cycle. The teacher will receive a written summative evaluation report (in the form of the written report provided to ODE for OTES purposes) and the assigned rating with the following levels of performance: accomplished, skilled, developing or ineffective. The teacher's signature shall denote that he/she has read the evaluation and shall not necessarily mean that he/she agrees with the evaluation
7. A Teacher who receives an annual summative rating of "ineffective" will be placed on probationary status. The academic school year after the rating has been established, the teacher will work to complete an Improvement Plan as prescribed by the building

principal. A teacher will not be permitted to obtain an ineffective rating for more than two (2) summative evaluation cycles. A teacher who has held two (2) ineffective ratings will not be permitted to obtain an additional limited contract with the Cedar Cliff Local School District.

8. A building administrator may fully evaluate a teacher regardless of previous summative rating if the administration deems such evaluation necessary. Further, a teacher may request an observation for the purpose of improving his/her teaching or previous summative rating.
9. The Board also uses other substantiated factors related to professional performance, reported by the Superintendent or his/her designee for determining contract status.
10. Within seven calendar (7) days of the summative evaluation, the teacher may appeal his/her evaluation in writing to the Superintendent. Within ten (10) working days of receipt of the appeal, the Superintendent will meet with the teacher to hear the appeal. The Superintendent's decision will be final.
11. Long term illnesses that create an extensive absence will not be used for evaluative purposes.
12. For those certificated staff members who do not have a regular teaching schedule and do not meet OTES guidelines for evaluation, the Cedar Cliff Board of Education adopted evaluation instrument (if available) or evaluation instruments provided by the Ohio Department of Education may be utilized.
13. If the teacher desires to respond to the performance evaluation, within 14 days of the final summative evaluation meeting, the teacher may submit a written response to the evaluation, which will be attached to the evaluation document for the school year in which the evaluation was completed.

10.10 Employment of Retired Teachers

The following provisions will apply to the rehire of teachers who have retired from a qualified retirement system, and expressly supersede all relevant provisions of the Ohio Revised Code, including but not limited to 3317.13, 3319.08, 3319.11, 3319.111.

- A. The board is authorized to fill any bargaining unit vacancy with a retired teacher subject to the conditions provided below. Retired teacher means STRS retirement or another state's retirement system.
- B. Prior employment in the District is no guarantee of post-retirement employment or a particular assignment. Retired teachers must apply for each vacancy for which they wish to be considered, and compete with other applicants as a part of the selection process. Board reserves the right to hire the best qualified candidate.
- C. For the purposes of salary schedule placement retired teachers shall be granted a maximum of five (5) years experience on the appropriate salary columns upon initial employment. Retired Teachers will be credited with all earned training/education for purpose of salary schedule placement up to maximum of MA +30.
- D. Retired teachers will be awarded one-year contracts of employment that will automatically expire at the end of the applicable school year without notice of non-renewal.
- E. Retired teachers may be re-employed from year to year under the limitations described in paragraph C with Board approval, but shall not be eligible for continuing contract status. If re-employed, retired Teachers shall advance one (1) year on the salary schedule.
- F. Retired teachers will not retain or accrue seniority.
- G. Retired teachers shall not be eligible for severance pay upon separation from employment.
- H. Retired teachers shall be eligible to participate in the District's hospitalization, dental, vision and life insurance programs offered to bargaining unit members.
- I. Retired teachers who are rehired will begin employment with zero (0) days of accumulated sick leave, and will accrue and accumulate sick leave in accordance with provisions of the agreement.

- J. Retired teachers may be evaluated as set out in Section 10.09 of this Article.
- K. Retired teachers shall not be entitled to use the sick leave bank in either donating or receiving days.
- L. Retired teachers shall not be eligible to use the Professional Development Reimbursement plan of the district.
- M. In the event of a reduction in force, retired teachers will be the first teachers on limited contracts to have their contracts suspended. Retired teachers whose contracts are suspended as a part of a reduction in force shall not have bumping or recall rights as specified in Article XII of this Agreement.

ARTICLE XI - WORK DAY/WORK YEAR

11.01 Work Day

- A. The normal workday for teachers shall be considered to be seven (7) hours and thirty (30) minutes. The teacher school year is 184 workdays.
- B. The normal workday of seven (7) hours and thirty (30) minutes shall be scheduled by the administration.
- C. Each teacher shall be provided with a thirty (30) consecutive minute uninterrupted lunch period.
- D. Each teacher shall be provided with a minimum of 200 minutes of uninterrupted planning-conference time per week. Every effort will be made to give special area teachers at least 30 minutes of continuous, uninterrupted planning-conference time per day.
- E. Each teacher that has a split schedule between the elementary and secondary will be afforded all rights in C and D above.
- F. All teachers shall, in addition to the workday defined above, attend administrative staff meetings and in-service meetings as set forth in Article 11.03 and 11.04. All middle school and elementary teachers shall be expected to attend one open house. Secondary teachers shall attend the High School Awards program and attend graduation. Elementary and middle school teachers will attend both the Christmas and spring music programs. Exceptions to this policy are at the discretion of the Principal. If there is an additional mandatory evening program for high school or middle school teachers that extends beyond the normal workday hours, such teachers shall not be required to attend the third evening of Parent/Teacher Conferences. Teachers who teach on more than one level will be required to attend only two events mutually agreed upon by the teacher and the principals.
- G. The above schedules may be modified by mutual agreement between the Association and the Superintendent.
- H. Part-time teachers shall have their hours and duties stated in writing by the Superintendent.
- I. If a teacher believes there is a need of additional assistance in his/her classroom, the teacher may request an advisory committee consisting of the Superintendent or designee, the appropriate principal and guidance

counselor, the teacher requesting additional assistance, and the association president or designee to meet to determine the legitimacy of the request. The committee will advise appropriate measures to alleviate the situation.

- J. On a two-hour delay, special teachers will be assigned by the elementary principal to give each elementary teacher (K-5 regular teacher, special education and Title/Federal teachers, if needed) a 15-minute break.

11.02 Calendar

In determining the school calendar, the superintendent will submit proposed plan(s) to the association for its memberships input. The association shall give its written reactions to calendar proposal(s) within ten (10) days of receipt. Following receipt, and consideration of association input, the superintendent shall make a presentation to the board.

11.03 Faculty Meetings

- A. One administrative staff meeting shall be scheduled each month during the regular school year under the following conditions:
 - 1) Each meeting shall commence no later than fifteen (15) minutes after dismissal of students. The building principal shall have the option to schedule faculty meetings from 7:15 a.m. to 8:00 a.m. instead of the after school time frame. Meeting times will be determined by the building principal.
 - 2) Each meeting, except in cases of emergency, shall adjourn within forty-five (45) minutes from the time the meeting commences.
 - 3) Each building principal shall be responsible for preparation of the agendas for the administrative staff meetings. Copies of the agenda for each meeting shall be placed in the mailbox of each staff member at least forty-eight (48) hours prior to the time of the meeting or sent by e-mail.
- B. The holding of administrative staff meetings does not preclude the holding of various grade level and/or departmental meetings for the purposes of developing curriculum materials and courses of study or discussing student needs. However, such meetings shall not exceed two (2) per month.
- C. A teacher will be paid \$20/hour for attending a meeting required by an administrator, except for a teacher remedial meeting if the teacher has previously attended the two (2) meetings addressed in 11.03 B or two (2) other IEP/MFE meetings in any calendar month.

11.04 In-Service Education

- A. In-service will be held four days of the school year with one-half day set aside for classroom preparation and one day for year-end closure.
- B. If the in-service education program is sponsored locally, the Board will provide all or part of the funds for meeting the financial obligations of the program. If the program is planned for in cooperation with another organization or political subdivision, the Board by resolution, may authorize the payment of this district's fair share of the cost, providing unencumbered funds are available in the proper appropriation account.
- C. A joint in-service committee of seven (7) members comprised of four (4) teachers appointed by the Association President and three (3) administrators/or designees will be formed by October 1 of the first year of the contract. The committee will examine options and poll the staff and association in order to make recommendations and suggestions with respect to the In-Service program.

11.05 Inclusion

- A. The term "inclusion" shall mean the placement of children with identified disabilities whose least restrictive environment has been determined to include the regular education classroom.
- B. All non-special/regular education teachers who have "included" students may have the opportunity to be a part of the development of the IEP for those students and to reopen the IEP when appropriate. In furtherance of this, the principals have the discretion to give such teachers reasonable release time to work on such IEP development during the normal workday.
- C. The assignment of students for inclusion shall be made on an equitable basis in the judgment of the Superintendent or his/her designee.
- D. Efforts will be made to provide as much assistance as needed for the regular education teacher.
- E. The regular education teacher will not be responsible for any lifting, diapering, or toileting of any student nor the administering of medication or the performing of medical procedures.
- F. Upon recommendation of the Superintendent, the Board shall budget such amounts as may be needed for appropriate professional development to train staff for IEP requirements.

- G. The administration will make attempts to grant common planning time for teachers of included students.
- H. Evaluations of included teachers will be done by the Principal or designated supervisor only, and not by their peers.
- I. Evaluations of aides will be done with input from the teacher by the principal or designated supervisor.

11.06 Newly Enrolled Students

Every attempt will be made to give the teachers 15 minutes notice before a new student is brought to the classroom.

ARTICLE XII - REDUCTION IN THE PROFESSIONAL WORK FORCE

- A. If it becomes necessary to reduce the professional work force for any of the reasons provided for in Section 3319.17 and Section 3319.18 of the Ohio Revised Code or for financial reasons, the Board shall proceed with such reductions in the following manner:
- 1) All reductions shall be made in compliance with Section 3319.17 O.R.C.
 - 2) Contracts of teachers serving under temporary certificates shall be suspended first.
 - 3) Contracts of teachers serving under limited contracts shall be suspended second.
 - 4) Contracts of teachers serving under continuing contracts shall be suspended third.
 - 5) In making a reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations. For the first year of this agreement, all teachers will be deemed to have comparable evaluations. During the second year of this agreement, and thereafter, teachers assigned a performance rating of accomplished or skilled will be considered comparable, and teachers assigned a performance rating of developing or ineffective will be considered comparable.
 - 6) Bumping rights shall accrue to all teachers on a seniority basis within their respective contract status groups, so long as the affected teachers have comparable evaluations as defined in Paragraph 5 above, but in no event shall a non-tenured teacher exercise bumping rights over a teacher on continuing contract status. The right to bump shall be limited to one's area of current certification, and no assignment shall be claimed outside one's area(s) of certification.
 - 7) Teachers whose contracts have been suspended because of reduction in force shall be placed on a recall list to be recalled for vacancies in which they are certified. Such recall rights shall be in effect for a period of twenty-four (24) months from the date of the suspension. Teachers on continuing contracts will be recalled first,

in reverse order of reduction. Teachers on limited contracts will be recalled next, in reverse order of reduction.

- 8) A teacher whose contract has been suspended under the provisions of this policy and who is offered re-employment must accept the contract offer within ten (10) working days of the written notification of the employment offer. If the teacher rejects the contract offer, the teacher's name shall be dropped from the recall list.
 - 9) Teachers whose contracts have been suspended because of a reduction in the professional work force and who wish to be recalled when positions become vacant shall keep their address and telephone number current with the Treasurer of the Board.
- B. Non-renewal shall not be used to accomplish reduction in force.
- C. Before deciding the need for a reduction in force, the Board will consider normal attrition.
- D. Teachers affected by a reduction in force will be informed of the reduction prior to the date on which Board action is to be taken. A list of teachers affected by a reduction will be provided to the Association prior to the date on which the Board acts.
- E. Seniority shall be defined as the continuous length of service of employment with the District and shall include the following:
- 1) Initial employment shall be determined as the date the Board, by resolution, offered the contract of employment.
 - 2) Teachers who have their employment interrupted by required services in the military services of this country shall continue to accrue seniority.
 - 3) Teachers on leave of absence shall retain their seniority but shall not continue to accrue seniority during the leave period.
 - 4) Teachers on sabbatical leave shall continue to accrue seniority.
 - 5) Teachers on recognized disability retirement shall continue to accrue seniority. (Maximum of five (5) years.)
 - 6) Teachers on suspended contracts under this reduction in force policy shall continue to accrue seniority.

- 7) Seniority and seniority rights are considered ended when the contract is terminated by either party, through non-renewal and not subsequently rehired, resignation, or retirement.

ARTICLE XIII - MISCELLANEOUS

13.01 Academic Freedom

- A. The Board and the Association recognize the rights and responsibilities of teachers to instruct their classes and to use materials which best represent and describe the subject area. Many materials may be obtained from sources other than the school library or from purchases by the Board. Teachers shall be familiar with materials to be used and should be aware of reviews concerning the material. The Board shall have the final authority over classroom materials, curriculum, etc.

In the event that any citizen has a complaint or question concerning material used in conjunction with a class, the following policy shall be used to handle such concerns:

- 1) If a citizen calls the central office, the Superintendent, or the building principal with a concern about material, the individual responding to the citizen shall get the name, address, and phone number of the citizen and inform the citizen of the following:
 - a) The teacher of the class
 - b) Times during the day when the teacher could be reached to answer any questions
 - c) That there exists a formal policy for reconsideration of material
- 2) The teacher shall be informed of any initial inquiries and/or complaints.
- 3) If a citizen contacts the teacher, the teacher shall attempt to answer any questions the citizen may have. The citizen shall be mailed or given directly a copy of the Citizen's Request for Reconsideration of a Work form. See Appendix H.
- 4) If the citizen completes the form and returns it to the teacher, this procedure will be followed:
 - a) A review committee shall be established by the principal that shall include the following persons:
 - (1) The principal
 - (2) The department chairperson or grade level representative
 - (3) One teacher chosen by the principal

- (4) One teacher chosen by the teacher (s) involved
 - b) All members of the review committee shall familiarize themselves with the material in question.
 - c) The principal shall call a meeting of the members of the review committee, the teacher, and the citizen. During this meeting the citizen shall inform the committee of any and all objections to the material, how it was received by the class, why it, was chosen, whether the choices of materials were given to the students, and any other information requested by the review committee pertinent to the situation.
- 5) After hearing all of the information, the review committee shall render a decision concerning the material in question and supply copies of their decision to the citizen, the teacher, the Superintendent, and to the Board. A copy of this shall also be available for public information and filed in the Superintendent's office.
 - 6) If the citizen or the teacher is not satisfied with the review committee's decision, either party may request a meeting with the Board in an attempt to resolve the situation.

13.02 Public Complaints about School Personnel

Constructive criticism of the school and/or its personnel is welcome through whatever medium when it is motivated by a sincere desire to improve the quality of the educational program of the school district.

The Board places trust in its teachers and desires to support their actions in such a manner that teachers are freed from unnecessary criticism and complaints.

Whenever a complaint is made to the Board as a whole or to a Board member as an individual the board will listen for informational purposes only. The Board or board member will refer the parent to Step 1 on the approved complaint procedure. The individual teacher involved shall be advised of the nature of the complaint and shall be given an opportunity to explain, to comment, and to present the facts as he or she sees them when the board or Administration believes the nature of the complaint could affect the teacher's ability to be effective.

The following procedure has been established for processing such complaints about teachers. Any complaint regarding a teacher directed to any member of the school administration team shall be processed in the following manner:

Step 1: The complaint will be directed to the teacher most immediately involved. All efforts shall be made to reach a satisfactory solution through a conference or other means at this level.

Step 2: Any complaint unresolved at Step 1 may be submitted at the request of the teacher or complainant, orally or in writing, to the building principal who shall attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3: Any complaint unresolved at Step 2 shall be forwarded by the building principal to the Superintendent.

Step 4: Upon receipt of the complaint the Superintendent shall confer with all parties. The teacher shall have the right to be present and represented at all meetings of the Superintendent and the complainant.

Step 5: If the Superintendent is unable to resolve the complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher, the Superintendent shall forward the results of discussion at Step 4 along with recommendations, in writing, to the Board and a copy to all parties involved.

Step 6: After receipt of the findings and recommendations of the Superintendent and before action thereon, the Board shall afford the parties an opportunity to meet with the Board. Copies of any action taken by the Board shall be forwarded to all parties.

13.03 Class Size

It shall be the responsibility of the principal to adjust class loads as equitably as possible. Every attempt shall be made to keep regular instructional classes at reasonable levels.

13.04 Professional Development Program/Tuition Reimbursement

- A. The Board shall provide an amount of fifteen thousand dollars (\$15,000) to be paid to teachers for earned college credit subject to the following conditions:
- 1) The teacher shall teach in the District a minimum of one (1) contractual year following completion of the course.
 - 2) The college course must be taken in education, the area of present certification/licensure, or any area of certification/licensure permitted by the State Department of Education leading to a new certificate/license relative to the current area of teaching. The

teacher must first demonstrate that the course fits the above description.

- 3) Non-credit workshops or courses where the teacher is receiving any other type of aid will not be reimbursed.
- 4) The teacher shall submit an application for professional development reimbursement (see Appendix I) prior to the course and shall submit written proof in the form of an official transcript and a receipt of tuition fees paid upon completion of the course from an institution recognized by the Ohio State Department of Education for its accreditation. The teacher must complete the course with at least a (B) grade or a pass if on pass/fail basis.
- 5) The rate of reimbursement will be the actual rate for the quarter hour or semester hour. Under no condition will a teacher be reimbursed more per hour than the actual tuition rate.
- 6) The request will be recognized on a first come-first serve basis and no teacher will be reimbursed for additional classes until all initial requests have been reimbursed. Initial reimbursement shall be for only three (3) semester hours or four (4) quarter hours. After an employee has received a first round reimbursement, he/she will be eligible for another three (3) semester hours or four (4) quarter hours if funds remain.
- 7) Any money not used will revert to the General Fund. The distribution of money will be available during fiscal year 7/1 - 6/30.

B. Any Board/administrative required courses wherein the teacher agrees to take the course shall be totally paid by the Board, beyond the allocation in Section A.

13.05 Communicable Disease Policies

The Board agrees to follow Board Policies 8450, Control of Casual Contact Communicable Diseases and 8453, Direct Contact of Communicable Diseases.

All teachers shall have a current copy of these policies.

13.06 Drug Free Work Place Policy

The Board agrees to follow Board Policy 3122.01, Alcohol and Drug Abuse/Rehabilitation Policy.

The Association recognizes that the Board may take action against any teacher for drug offenses in accordance with normal disciplinary procedures as provided by law.

All teachers shall receive a copy of this policy.

13.07 Sexual Harassment Policy

Board agrees to follow Board Policy 3362, Anti-Harassment. All teachers shall receive a copy of this policy.

13.08 Bloodborne Pathogens

The Board will make an effort to protect teachers from exposure to blood-borne pathogens in the work place and will make available to teachers, at no expense to the teachers, such prevention measures recommended by health care professionals or other governing health and safety organization.

13.09 Distance Learning

Agreed upon guidelines.

13.10 Resident Educator Program

- A. Ohio law requires that any individual employed under a resident educator license or alternative resident educator license and who meets eligibility criteria established by the Ohio Department of Education shall be required to successfully complete a resident educator program consistent with standards established by the Ohio department of education.
- B. A resident educator includes a formal program of support, which includes mentoring to foster professional growth congruent with the required performance-based assessment. Such mentoring shall be on an ongoing basis, and will be consistent with standards established by the Ohio Department of Education. The support consists of four (4) academic years, although it may not be necessary for a Resident Educator to have a mentor for all four years. If a teacher is employed after the school year begins, the resident educator program for that teacher consists of a minimum of 120 school days for each of the four years.
- C. Mentors will be selected from teachers who have volunteered to mentor. Teachers eligible to mentor must meet all of the following qualifications:
 - 1) Five-year professional license or two-year provisional license that has been renewed two or more times;
 - 2) Complete application process;

- 3) Be selected to attend mentor training.
- 4) Successfully complete mentor training

The mentor selection team must include, but is not limited to, at least one (1) administrator and the resident educator coordinator. The administrator will make the final decision.

- D. After successful completion of mentor training, mentors will be matched with Resident Educators and will provide standards-based mentoring support to Resident Educators.
- E. If necessary, Resident Educators and mentors will be granted release time to attend state-required trainings.
- F. It is recognized that the Resident Educator Program has a number of models that can be used, including one-to-one mentoring, cohort, co-teaching, or a combination of these models.
- G. Should a mentor resign or be otherwise replaced, a proportionate stipend shall be paid to the affected mentor.
- H. If there are no Resident Educators in a given year, no mentor will be paid a stipend. A mentor will not be paid a stipend in any year when a Resident Educator is not assigned to the mentor.
- I. The mentor will report at the end of the school year to the Superintendent the date meetings between the mentor and Resident Educator took place, along with a copy of the completed mentor checklist. All communication between the mentor and the Resident Educator is confidential.
- J. A teacher on five-year licensure who is new to the District or who is reassigned to a different building will be offered a mentor. A different building is defined as moving from the elementary to the middle school or high school or any combination of the above.

13.11 Local Professional Development Committee

Cedar Cliff Local Professional Development Committee (CCLPDC) Standards and Bylaws

Governance

The Cedar Cliff Local Professional Development Committee (CCLPDC) policy, procedures, and governance shall not supersede the negotiated agreement and/or district policy. Proposals to the CCLPDC and approvals/denials by the

CCLPDC shall not override the negotiated agreement and/or district policy. The CCLPDC was established August 1998.

Philosophy

The Local Professional Development Committee supports the philosophy of the Cedar Cliff Local School District. Teacher quality is central to Cedar Cliff Local Schools' mission to ensure all students reach high levels of academic achievement, and develop high standards in order to make positive contributions to society. Cedar Cliff Local Schools' efforts to provide the best teachers for its children focus on three critical areas: (1) recruiting and retaining good teachers, (2) attending to the preparation and ongoing learning of teachers, and (3) creating the conditions in which teachers can teach well.

Purpose

The purpose of the LPDC is to provide information for and guiding the development of the teacher's IPDPs. The LPDC has the responsibility of determining whether coursework, workshops, conferences, or equivalent other activities related to teaching of the area of licensure meet the requirements of the standards and fulfill our district's vision of equipping today's students for tomorrow's challenges.

Representation

1. Three teachers; two year terms with alternate selection; selection process to be administered by the Cedar Cliff Education Association in accordance with the CCEA Constitution. In the event of a vacancy, the CCEA will be responsible for filling the vacancy within 30 days.
2. One principal shall be selected for a two-year term by the Superintendent. Definition of principal: any person employed for the majority of their contact time as a principal or assistant principal, and who holds a valid Ohio principal's certificate/license issued by the ODE.
3. One member selected by the Superintendent. The member will serve a two-year term. This member shall be any employee of the Cedar Cliff Local School District who holds a valid Ohio certificate/license issued by the ODE including, but not limited to, the following: teacher, principal, superintendent, supervisor, and guidance counselor. In the event of a vacancy, the Superintendent will be responsible for filling the vacancy within 30 days. A member who is not fulfilling his duties may be removed for just cause by a unanimous vote of the remaining members.

Selection/Responsibilities

Chairperson: Elected by a majority of the CCLPDC.

Responsibilities: Conduct CCLPDC meetings. Communicate information to the members of the CCLPDC. Represent the CCLPDC at meetings of other stakeholder organizations. Fill vacancies on the CCLPDC in accordance with selection rules. Notify applicants of approval/resubmission/denial status of Individual Professional Development Plans and/or proposals for credit. Receive, organize, and present (to the CCLPDC) submitted individual professional development plans and/or proposals for credit. Represent the CCLPDC at meetings of other stakeholder organizations.

Secretary: Elected by a majority of the CCLPDC.

Responsibilities: Maintain minutes of action taken during CCLPDC meetings.

Recorder: Elected by a majority of the CCLPDC.

Responsibilities: Record CEUs/credits in individual teacher's LPDC file, approved by the committee.

Relationship of local standards board to local in-service and staff development

The LPDC will be sure the IPDP of individuals is aligned with the District's Consolidated Continuous Improvement Plan (CCIP) and requirements for Highly Qualified Teacher.

Members of the LPDC will annually review these documents and will submit in-service staff development ideas to the in-service committee

Documents and Records

LPDC documents and records are kept in a designated file in the superintendent's, or his/her designee's office.

Committee Procedures

The CCLPDC will meet monthly during the school year or as needed. All regular meetings will be scheduled during non-instruction hours at the school. During the months of June, July, and August the CCLPDC will meet on an as needed basis. The meetings shall be posted at least 48 hours in advance.

The chairperson has the right to call members for the purpose of cancellation if no IPDPs, course/activity proposals, or issues are submitted during a particular

month. All meetings are open to the public – Ohio's public meeting "Sunshine" laws apply.

An emergency meeting of the CCLPDC may be called by the chairperson with the concurrence of the majority of the members. Conference calls may be utilized for CCLPDC business.

A quorum, necessary to conduct CCLPDC business, shall be four (4) out of the five (5) CCLPDC members. For employees renewing teaching certificates/licenses, the entire CCLPDC will vote on the approval of the IPDP. For employees renewing administration or treasurer certificates/ licenses, the CCLPDC less two teacher members will vote on the approval of the IPDP. The remaining teacher member will be chosen by the CCEA.

A simple majority of the CCLPDC members must agree upon any proposal for it to be considered approved.

No documents submitted for consideration by the CCLPDC shall be used as examples without written permission of the party/parties involved.

Minutes and records of actions taken shall be maintained by the CCLPDC secretary and recorder. Copies of these minutes/records shall be available to the superintendent, building principals, and CCEA president.

Approval of IPDPs or course/activity proposals shall be determined by simple majority. The Board will be responsible for safe storage of all records. A time limit of 15 minutes per proposal should be adhered to by all CCLPDC members.

Reviewed IPDPs and/or course/activity proposals are to be returned within 3 working days of the review.

Appeals

Written appeals shall be submitted to the CCLPDC chairperson within 20 contract days of denial of an IPDP or credit proposal. All written appeals will be reviewed at the next regularly scheduled meeting of the CCLPDC after the written denial has been received.

An appeal may be presented in person at the next regularly scheduled CCLPDC meeting. A written request for inclusion in the agenda should be given to the CCLPDC chairperson not later than three (3) student contact days before that regularly scheduled CCLPDC meeting.

Written notification of the appeal decision shall be provided within five (5) student contact days or 30 calendar days, whichever comes first.

If the appeal is denied, the applicant may request a terminal opinion, a binding decision rendered by a three-person mediation team chosen as follows: one person selected by the applicant, one person chosen by the CCLPDC, and a third person mutually agreed upon by the applicant and the CCLPDC. Members of the mediation team must hold a current Ohio Department of Education Certificate or License.

If further appeal is necessary, the applicant may request a hearing before the State Board of Education. At no time will the grievance process of the negotiated agreement be used as a form of appeal.

Amendments

The CCLPDC may recommend revision of this document by a vote of four (4) CCLPDC members in favor of the amendment. Any such amendment shall be voted on by the Cedar Cliff Board of Education and the Cedar Cliff Education Association in accordance with law and established procedures. This shall take place within the lesser of ten contract days or thirty calendar days and shall result in a Memorandum of Understanding. Such approved memoranda shall be in force until the implementation of the next regularly scheduled negotiated agreement, when such amendments shall be considered for regular adoption.

Amendments altering the requirements for approved IPDPs and/or approved course/activity proposal shall not negatively impact any individual who has already begun pursuit of a license.

Amendments may be suggested by any certificated employee by submission in writing to the committee chairperson, who shall make the CCLPDC aware of such suggestions at the next regularly scheduled CCLPDC meeting.

Submission Guidelines

It is the responsibility of the Cedar Cliff licensed employee to monitor the expiration date(s) of his/her license(s).

Guidelines for Obtaining Approvals

The employee seeking licensure shall complete the appropriate form and submit it to any LPDC member.

Individual Professional Development Plan (IPDP)

Professional development included within an IPDP should reflect the needs of the community, district, building, classroom, or individual. The majority of the professional development indicated should be relevant to professional goals within the field of educational licensure.

Coursework must conform to the existing negotiated agreement policy for consideration. Other courses/classes/workshops may be submitted as Equivalent Activities.

Every employee of the Cedar Cliff Board of Education, who does not have a permanent certificate in the field in which they are currently employed, must submit a new IPDP by October 15th of the 1st year of the teacher's new license cycle. No CEU credit will be issued before a new IPDP is approved.

Any submitted proposal deemed unreadable by the CCLPDC shall be returned without review to the person submitting the proposal. The proposal may be resubmitted in appropriate form for consideration at the next regularly scheduled CCLPDC meeting.

Individual Professional Development Plans which are not approved are to be returned to the applicant within three (3) working days of the review.

IPDPs which are denied may be resubmitted with modifications, or they may be appealed.

Submission of Application for CEU Credit

The employee seeking Continuing Education Credit (CEU) shall submit the appropriate form to the CCLPDC prior to the workshop/conference. After attending the workshop/conference, the employee will submit a certificate of attendance or voucher of contact hours to the CCLPDC in order for credit to be awarded.

Submission of Coursework/Activity Proposals

Proposals for coursework and/or equivalent activities, which will be used to satisfy the Ohio Department of Education (ODE) renewal requirements, MUST be approved by the CCLPDC.

Although required work within a Master's Degree program applies to the university degree, courses submitted to the CCLPDC for certificate/license renewal purposes must be relevant to an approved IPDP.

Approval of coursework does not guarantee tuition reimbursement or movement on the salary schedule, or the accomplishment of job improvement targets set by the building principal. See the negotiated agreement for specific current requirements.

New employees to Cedar Cliff with Previous Educational Experience

Previously employed new hires who hold a certificate/license issued by the ODE and who have coursework/activities approved by their prior Local Professional Development Committee during their current renewal cycle shall have said coursework/activities approved by the CCLPDC when accompanied by verifiable supporting documentation.

University Credit toward Certification/Licensure Renewal

Coursework must be relevant to an approved IPDP.

The appropriate coursework form shall be approved BEFORE beginning a course where consideration for said course toward renewal is sought. If unique situations arise where prior approval is not possible for verifiable reasons, the CCLPDC may waive the requirement for prior approval. Such waiver request should be filed in writing with the CCLPDC chairperson as soon as possible, and will be considered at the next regularly scheduled CCLPDC meeting. Credit for coursework begun before proposal approval is not guaranteed.

Credit for Equivalent Activities

Activities must be relevant to an approved IPDP. Teachers will be asked to justify the credit value sought through their activity/projects.

Equivalent activities/projects should result in a tangible product such as, but not limited to, a book/booklet, article, report, curriculum, training modules, videotape, pilot project, software package, etc.

The appropriate activity form shall be approved BEFORE beginning an activity where CEUs for said activity are sought. If unique situations arise when prior approval is not possible for verifiable reasons, the CCLPDC may waive the requirement for prior approval. Such waiver requests should be filed in writing with the CCLPDC chairperson as soon as possible and will be considered at the next regularly scheduled CCLPDC meeting. CREDIT FOR ACTIVITIES BEGUN BEFORE PROPOSAL APPROVAL IS NOT GUARANTEED.

Once a proposal is approved, it is the responsibility of the individual(s) to fully complete the components of the project in a timely manner as stated in the proposal. If modifications to the activity/project are to be made, these modifications should be submitted in writing to the CCLPDC chairperson as soon as possible. Deviations from the original proposal may result in a change in the number of CEUs granted for the activity/project.

Continuing Education Units

A continuing education unit shall be defined as:

10 contact hours = 1 continuing education unit (CEU)

3 CEUs = 1 semester hour equivalent

2 CEUs = 1 quarter hour equivalent

These guidelines do not restrict the CCLPDC to awarding credit solely on a contact-time basis. Justification must be provided for credit sought. A fee may be charged for each approved application.

Payment for Bargaining Unit Members

Supplemental pay for this position will be according to the negotiated agreement.

13.12 Academic Distress

As required by ORC Section 3302.10 (P), the parties incorporate into this contract the provisions of ORC 3302.10 regarding academic distress commissions. ORC 3302.10 shall have no effect on any provision of this contract unless the district would meet requirements of state law for the superintendent of public instruction to establish an academic distress commission for the District.

ARTICLE XIV - NONDISCRIMINATION

The Board, the Association and the Administration agree not to discriminate in any way against any teacher with regard to race, creed, religion, color, national origin, sex, age, or marital status.

ARTICLE XV - EFFECTS OF CONTRACT/DURATION/SIGNATURES

15.01 Duration

All Articles contained herein have been discussed and agreed upon and shall become effective July 1, 2016, and remain in effect until June 30, 2019.

15.02 Amendments

Negotiations may be reopened to change any of the agreements contained herein

by mutual consent and agreement of both parties during the duration of this agreement, except as provided for in Article II. The party wishing to effect the change shall so indicate its desire by requesting to reopen negotiations by mutual consent.

15.03 Severability

A. THIS CONTRACT SUPERSEDES AND PREVAILS OVER ALL CONFLICTING STATUTES OF THE STATE OF OHIO EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 4117.10(A) OF THE OHIO REVISED CODE.

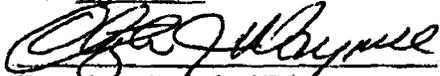
B. If any provision and/or application of these agreements is held to be UNLAWFUL by a court of law having proper jurisdiction, or by a legislative act, or if any formal opinion of the State Attorney General declares such provision or application to be UNLAWFUL, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law; but all of the provisions or applications otherwise not effected will continue in full force and effect. THE PARTIES SHALL MEET WITHIN TEN (10) DAYS AFTER A FINAL DETERMINATION TO NEGOTIATE THE UNLAWFUL PROVISION AND BRING IT INTO COMPLIANCE WITH THE LAW. IF THE PARTIES FAIL TO REACH AGREEMENT OVER THE AFFECTED PROVISION, THE PARTIES SHALL UTILIZE THE DISPUTE RESOLUTION PROCEDURES SPECIFIED IN ARTICLE II - NEGOTIATED AGREEMENTS.

15.04 Effects of Contract

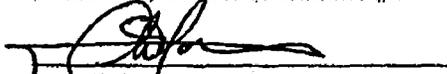
Both parties agree to be bound by the provisions of this contract during the period stated above. In the event a disagreement is encountered in the implementation or interpretation of any of these agreements, resolution shall be sought through the Grievance Procedure.

15.05 Signatures

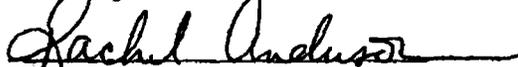
5.05 Signatures



President, Board of Education



Local Superintendent



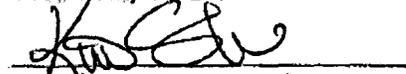
Team Member



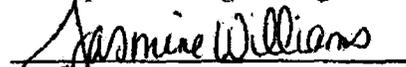
Team Member



President, CCEA



Chairperson, Negotiating Team



Labor Relations Consultant



Team Member

Appendix A – Salary Schedules

CEDAR CLIFF LOCAL SCHOOL DISTRICT

Base Salary Schedule and Index

Effective July 1, 2016

| 2016/17 | BA | BA+15 | MA | MA+15 | MA+30 |
|----------------|----------------|-----------------|------------------|-----------------|----------------|
| Exp. | CLASS I | CLASS II | CLASS III | CLASS IV | CLASS V |
| 0 | \$36,531 | \$38,358 | \$42,011 | \$43,837 | \$45,664 |
| | 1.00000 | 1.05000 | 1.15000 | 1.20000 | 1.25000 |
| 1 | \$37,262 | \$39,125 | \$42,851 | \$44,714 | \$46,577 |
| | 1.02000 | 1.07100 | 1.17300 | 1.22400 | 1.27500 |
| 2 | \$38,007 | \$39,907 | \$43,708 | \$45,608 | \$47,509 |
| | 1.04040 | 1.09242 | 1.19646 | 1.24848 | 1.30050 |
| 3 | \$38,767 | \$40,705 | \$44,582 | \$46,520 | \$48,459 |
| | 1.06121 | 1.11427 | 1.22039 | 1.27345 | 1.32651 |
| 4 | \$39,542 | \$41,519 | \$45,474 | \$47,451 | \$49,428 |
| | 1.08243 | 1.13655 | 1.24480 | 1.29892 | 1.35304 |
| 5 | \$40,333 | \$42,350 | \$46,383 | \$48,400 | \$50,416 |
| | 1.10408 | 1.15928 | 1.26969 | 1.32490 | 1.38010 |
| 6 | \$41,140 | \$43,197 | \$47,311 | \$49,368 | \$51,425 |
| | 1.12616 | 1.18247 | 1.29509 | 1.35139 | 1.40770 |
| 7 | \$41,963 | \$44,061 | \$48,257 | \$50,355 | \$52,453 |
| | 1.14869 | 1.20612 | 1.32099 | 1.37842 | 1.43586 |
| 8 | \$43,012 | \$45,162 | \$49,463 | \$51,614 | \$53,765 |
| | 1.17740 | 1.23627 | 1.35401 | 1.41288 | 1.47175 |
| 9 | \$44,087 | \$46,291 | \$50,700 | \$52,904 | \$55,109 |
| | 1.20684 | 1.26718 | 1.38786 | 1.44821 | 1.50855 |
| 10 | \$45,189 | \$47,449 | \$51,968 | \$54,227 | \$56,486 |
| | 1.23701 | 1.29886 | 1.42256 | 1.48441 | 1.54626 |
| 11 | \$46,319 | \$48,635 | \$53,267 | \$55,583 | \$57,899 |
| | 1.26793 | 1.33133 | 1.45812 | 1.52152 | 1.58492 |
| 12 | \$47,477 | \$49,851 | \$54,598 | \$56,972 | \$59,346 |
| | 1.29963 | 1.36461 | 1.49458 | 1.55956 | 1.62454 |
| 13 | \$48,664 | \$51,097 | \$55,963 | \$58,397 | \$60,830 |
| | 1.33212 | 1.39873 | 1.53194 | 1.59855 | 1.66515 |
| 14 | \$49,880 | \$52,374 | \$57,362 | \$59,856 | \$62,350 |
| | 1.36543 | 1.43370 | 1.57024 | 1.63851 | 1.70678 |
| 15 | \$50,629 | \$53,160 | \$58,223 | \$60,754 | \$63,286 |

| | | | | | |
|-----------|----------|----------|----------|----------|----------|
| | 1.38591 | 1.45520 | 1.59379 | 1.66309 | 1.73238 |
| 16 | \$51,388 | \$53,957 | \$59,096 | \$61,666 | \$64,235 |
| | 1.40670 | 1.47703 | 1.61770 | 1.68804 | 1.75837 |
| 17 | \$52,159 | \$54,767 | \$59,983 | \$62,591 | \$65,199 |
| | 1.42780 | 1.49919 | 1.64197 | 1.71336 | 1.78475 |
| 18 | \$52,941 | \$55,588 | \$60,882 | \$63,529 | \$66,177 |
| | 1.44921 | 1.52167 | 1.66660 | 1.73906 | 1.81152 |
| 19 | \$53,735 | \$56,422 | \$61,796 | \$64,482 | \$67,169 |
| | 1.47095 | 1.54450 | 1.69159 | 1.76514 | 1.83869 |
| 20 | \$54,541 | \$57,268 | \$62,723 | \$65,450 | \$68,177 |
| | 1.49302 | 1.56767 | 1.71697 | 1.79162 | 1.86627 |
| 21 | \$55,359 | \$58,127 | \$63,663 | \$66,431 | \$69,199 |
| | 1.51541 | 1.59118 | 1.74272 | 1.81849 | 1.89426 |
| 22 | \$56,190 | \$58,999 | \$64,618 | \$67,428 | \$70,237 |
| | 1.53814 | 1.61505 | 1.76886 | 1.84577 | 1.92268 |
| 23 | \$57,033 | \$59,884 | \$65,588 | \$68,439 | \$71,291 |
| | 1.56121 | 1.63928 | 1.79540 | 1.87346 | 1.95152 |
| 24 | \$57,888 | \$60,783 | \$66,571 | \$69,466 | \$72,360 |
| | 1.58463 | 1.66386 | 1.82233 | 1.90156 | 1.98079 |
| 25 | \$58,757 | \$61,694 | \$67,570 | \$70,508 | \$73,446 |
| | 1.60840 | 1.68882 | 1.84966 | 1.93008 | 2.01050 |
| 26 | \$59,638 | \$62,620 | \$68,584 | \$71,565 | \$74,547 |
| | 1.63253 | 1.71415 | 1.87741 | 1.95903 | 2.04066 |
| 27 | \$60,234 | \$63,246 | \$69,269 | \$72,281 | \$75,293 |
| | 1.64885 | 1.73130 | 1.89618 | 1.97862 | 2.06107 |
| 28 | \$60,837 | \$63,878 | \$69,962 | \$73,004 | \$76,046 |
| | 1.66534 | 1.74861 | 1.91514 | 1.99841 | 2.08168 |
| 29 | \$61,445 | \$64,517 | \$70,662 | \$73,734 | \$76,806 |
| | 1.68200 | 1.76610 | 1.93430 | 2.01839 | 2.10249 |
| 30 | \$61,752 | \$64,840 | \$71,015 | \$74,103 | \$77,190 |
| | 1.69041 | 1.77493 | 1.94397 | 2.02849 | 2.11301 |
| 31 | \$62,061 | \$65,164 | \$71,370 | \$74,473 | \$77,576 |
| | 1.69886 | 1.78380 | 1.95369 | 2.03863 | 2.12357 |
| 32 | \$62,371 | \$65,490 | \$71,727 | \$74,846 | \$77,964 |
| | 1.70735 | 1.79272 | 1.96345 | 2.04882 | 2.13419 |

CEDAR CLIFF LOCAL SCHOOL DISTRICT
 Base Salary Schedule and Index
 Effective July 1, 2017

| 2017/18 | BA | BA+15 | MA | MA+15 | MA+30 |
|----------------|----------------|-----------------|------------------|-----------------|----------------|
| Exp. | CLASS I | CLASS II | CLASS III | CLASS IV | CLASS V |
| 0 | \$37,170 | \$39,029 | \$42,746 | \$44,604 | \$46,463 |
| | 1.00000 | 1.05000 | 1.15000 | 1.20000 | 1.25000 |
| 1 | \$37,913 | \$39,809 | \$43,600 | \$45,496 | \$47,392 |
| | 1.02000 | 1.07100 | 1.17300 | 1.22400 | 1.27500 |
| 2 | \$38,672 | \$40,605 | \$44,472 | \$46,406 | \$48,340 |
| | 1.04040 | 1.09242 | 1.19646 | 1.24848 | 1.30050 |
| 3 | \$39,445 | \$41,417 | \$45,362 | \$47,334 | \$49,306 |
| | 1.06121 | 1.11427 | 1.22039 | 1.27345 | 1.32651 |
| 4 | \$40,234 | \$42,246 | \$46,269 | \$48,281 | \$50,293 |
| | 1.08243 | 1.13655 | 1.24480 | 1.29892 | 1.35304 |
| 5 | \$41,039 | \$43,091 | \$47,194 | \$49,246 | \$51,298 |
| | 1.10408 | 1.15928 | 1.26969 | 1.32490 | 1.38010 |
| 6 | \$41,859 | \$43,952 | \$48,138 | \$50,231 | \$52,324 |
| | 1.12616 | 1.18247 | 1.29509 | 1.35139 | 1.40770 |
| 7 | \$42,697 | \$44,831 | \$49,101 | \$51,236 | \$53,371 |
| | 1.14869 | 1.20612 | 1.32099 | 1.37842 | 1.43586 |
| 8 | \$43,764 | \$45,952 | \$50,329 | \$52,517 | \$54,705 |
| | 1.17740 | 1.23627 | 1.35401 | 1.41288 | 1.47175 |
| 9 | \$44,858 | \$47,101 | \$51,587 | \$53,830 | \$56,073 |
| | 1.20684 | 1.26718 | 1.38786 | 1.44821 | 1.50855 |
| 10 | \$45,980 | \$48,279 | \$52,877 | \$55,176 | \$57,475 |
| | 1.23701 | 1.29886 | 1.42256 | 1.48441 | 1.54626 |
| 11 | \$47,129 | \$49,486 | \$54,198 | \$56,555 | \$58,911 |
| | 1.26793 | 1.33133 | 1.45812 | 1.52152 | 1.58492 |
| 12 | \$48,307 | \$50,723 | \$55,553 | \$57,969 | \$60,384 |
| | 1.29963 | 1.36461 | 1.49458 | 1.55956 | 1.62454 |
| 13 | \$49,515 | \$51,991 | \$56,942 | \$59,418 | \$61,894 |
| | 1.33212 | 1.39873 | 1.53194 | 1.59855 | 1.66515 |
| 14 | \$50,753 | \$53,291 | \$58,366 | \$60,903 | \$63,441 |
| | 1.36543 | 1.43370 | 1.57024 | 1.63851 | 1.70678 |
| 15 | \$51,514 | \$54,090 | \$59,241 | \$61,817 | \$64,393 |
| | 1.38591 | 1.45520 | 1.59379 | 1.66309 | 1.73238 |
| 16 | \$52,287 | \$54,901 | \$60,130 | \$62,744 | \$65,359 |

| | | | | | |
|-----------|----------|----------|----------|----------|----------|
| | 1.40670 | 1.47703 | 1.61770 | 1.68804 | 1.75837 |
| 17 | \$53,071 | \$55,725 | \$61,032 | \$63,685 | \$66,339 |
| | 1.42780 | 1.49919 | 1.64197 | 1.71336 | 1.78475 |
| 18 | \$53,867 | \$56,561 | \$61,947 | \$64,641 | \$67,334 |
| | 1.44921 | 1.52167 | 1.66660 | 1.73906 | 1.81152 |
| 19 | \$54,675 | \$57,409 | \$62,877 | \$65,610 | \$68,344 |
| | 1.47095 | 1.54450 | 1.69159 | 1.76514 | 1.83869 |
| 20 | \$55,495 | \$58,270 | \$63,820 | \$66,594 | \$69,369 |
| | 1.49302 | 1.56767 | 1.71697 | 1.79162 | 1.86627 |
| 21 | \$56,328 | \$59,144 | \$64,777 | \$67,593 | \$70,410 |
| | 1.51541 | 1.59118 | 1.74272 | 1.81849 | 1.89426 |
| 22 | \$57,173 | \$60,031 | \$65,749 | \$68,607 | \$71,466 |
| | 1.53814 | 1.61505 | 1.76886 | 1.84577 | 1.92268 |
| 23 | \$58,030 | \$60,932 | \$66,735 | \$69,636 | \$72,538 |
| | 1.56121 | 1.63928 | 1.79540 | 1.87346 | 1.95152 |
| 24 | \$58,901 | \$61,846 | \$67,736 | \$70,681 | \$73,626 |
| | 1.58463 | 1.66386 | 1.82233 | 1.90156 | 1.98079 |
| 25 | \$59,784 | \$62,774 | \$68,752 | \$71,741 | \$74,730 |
| | 1.60840 | 1.68882 | 1.84966 | 1.93008 | 2.01050 |
| 26 | \$60,681 | \$63,715 | \$69,783 | \$72,817 | \$75,851 |
| | 1.63253 | 1.71415 | 1.87741 | 1.95903 | 2.04066 |
| 27 | \$61,288 | \$64,352 | \$70,481 | \$73,545 | \$76,610 |
| | 1.64885 | 1.73130 | 1.89618 | 1.97862 | 2.06107 |
| 28 | \$61,901 | \$64,996 | \$71,186 | \$74,281 | \$77,376 |
| | 1.66534 | 1.74861 | 1.91514 | 1.99841 | 2.08168 |
| 29 | \$62,520 | \$65,646 | \$71,898 | \$75,024 | \$78,150 |
| | 1.68200 | 1.76610 | 1.93430 | 2.01839 | 2.10249 |
| 30 | \$62,832 | \$65,974 | \$72,257 | \$75,399 | \$78,540 |
| | 1.69041 | 1.77493 | 1.94397 | 2.02849 | 2.11301 |
| 31 | \$63,147 | \$66,304 | \$72,619 | \$75,776 | \$78,933 |
| | 1.69886 | 1.78380 | 1.95369 | 2.03863 | 2.12357 |
| 32 | \$63,462 | \$66,635 | \$72,982 | \$76,155 | \$79,328 |
| | 1.70735 | 1.79272 | 1.96345 | 2.04882 | 2.13419 |

CEDAR CLIFF LOCAL SCHOOL DISTRICT

Base Salary Schedule and Index

Effective July 1, 2018

| 2018/19 | BA | BA+15 | MA | MA+15 | MA+30 |
|----------------|----------------|-----------------|------------------|-----------------|----------------|
| Exp. | CLASS I | CLASS II | CLASS III | CLASS IV | CLASS V |
| 0 | \$38,285 | \$40,199 | \$44,028 | \$45,942 | \$47,856 |
| | 1.00000 | 1.05000 | 1.15000 | 1.20000 | 1.25000 |
| 1 | \$39,051 | \$41,003 | \$44,908 | \$46,861 | \$48,813 |
| | 1.02000 | 1.07100 | 1.17300 | 1.22400 | 1.27500 |
| 2 | \$39,832 | \$41,823 | \$45,806 | \$47,798 | \$49,790 |
| | 1.04040 | 1.09242 | 1.19646 | 1.24848 | 1.30050 |
| 3 | \$40,628 | \$42,660 | \$46,723 | \$48,754 | \$50,785 |
| | 1.06121 | 1.11427 | 1.22039 | 1.27345 | 1.32651 |
| 4 | \$41,441 | \$43,513 | \$47,657 | \$49,729 | \$51,801 |
| | 1.08243 | 1.13655 | 1.24480 | 1.29892 | 1.35304 |
| 5 | \$42,270 | \$44,383 | \$48,610 | \$50,724 | \$52,837 |
| | 1.10408 | 1.15928 | 1.26969 | 1.32490 | 1.38010 |
| 6 | \$43,115 | \$45,271 | \$49,582 | \$51,738 | \$53,894 |
| | 1.12616 | 1.18247 | 1.29509 | 1.35139 | 1.40770 |
| 7 | \$43,977 | \$46,176 | \$50,574 | \$52,773 | \$54,972 |
| | 1.14869 | 1.20612 | 1.32099 | 1.37842 | 1.43586 |
| 8 | \$45,077 | \$47,331 | \$51,838 | \$54,092 | \$56,346 |
| | 1.17740 | 1.23627 | 1.35401 | 1.41288 | 1.47175 |
| 9 | \$46,204 | \$48,514 | \$53,134 | \$55,445 | \$57,755 |
| | 1.20684 | 1.26718 | 1.38786 | 1.44821 | 1.50855 |
| 10 | \$47,359 | \$49,727 | \$54,463 | \$56,831 | \$59,199 |
| | 1.23701 | 1.29886 | 1.42256 | 1.48441 | 1.54626 |
| 11 | \$48,543 | \$50,970 | \$55,824 | \$58,251 | \$60,679 |
| | 1.26793 | 1.33133 | 1.45812 | 1.52152 | 1.58492 |
| 12 | \$49,756 | \$52,244 | \$57,220 | \$59,708 | \$62,196 |
| | 1.29963 | 1.36461 | 1.49458 | 1.55956 | 1.62454 |
| 13 | \$51,000 | \$53,550 | \$58,650 | \$61,200 | \$63,750 |
| | 1.33212 | 1.39873 | 1.53194 | 1.59855 | 1.66515 |
| 14 | \$52,275 | \$54,889 | \$60,117 | \$62,730 | \$65,344 |
| | 1.36543 | 1.43370 | 1.57024 | 1.63851 | 1.70678 |
| 15 | \$53,059 | \$55,712 | \$61,018 | \$63,671 | \$66,324 |
| | 1.38591 | 1.45520 | 1.59379 | 1.66309 | 1.73238 |
| 16 | \$53,855 | \$56,548 | \$61,934 | \$64,626 | \$67,319 |

| | | | | | |
|-----------|----------|----------|----------|----------|----------|
| | 1.40670 | 1.47703 | 1.61770 | 1.68804 | 1.75837 |
| 17 | \$54,663 | \$57,396 | \$62,863 | \$65,596 | \$68,329 |
| | 1.42780 | 1.49919 | 1.64197 | 1.71336 | 1.78475 |
| 18 | \$55,483 | \$58,257 | \$63,806 | \$66,580 | \$69,354 |
| | 1.44921 | 1.52167 | 1.66660 | 1.73906 | 1.81152 |
| 19 | \$56,315 | \$59,131 | \$64,763 | \$67,578 | \$70,394 |
| | 1.47095 | 1.54450 | 1.69159 | 1.76514 | 1.83869 |
| 20 | \$57,160 | \$60,018 | \$65,734 | \$68,592 | \$71,450 |
| | 1.49302 | 1.56767 | 1.71697 | 1.79162 | 1.86627 |
| 21 | \$58,018 | \$60,918 | \$66,720 | \$69,621 | \$72,522 |
| | 1.51541 | 1.59118 | 1.74272 | 1.81849 | 1.89426 |
| 22 | \$58,888 | \$61,832 | \$67,721 | \$70,665 | \$73,610 |
| | 1.53814 | 1.61505 | 1.76886 | 1.84577 | 1.92268 |
| 23 | \$59,771 | \$62,760 | \$68,737 | \$71,725 | \$74,714 |
| | 1.56121 | 1.63928 | 1.79540 | 1.87346 | 1.95152 |
| 24 | \$60,668 | \$63,701 | \$69,768 | \$72,801 | \$75,835 |
| | 1.58463 | 1.66386 | 1.82233 | 1.90156 | 1.98079 |
| 25 | \$61,578 | \$64,657 | \$70,814 | \$73,893 | \$76,972 |
| | 1.60840 | 1.68882 | 1.84966 | 1.93008 | 2.01050 |
| 26 | \$62,501 | \$65,626 | \$71,877 | \$75,002 | \$78,127 |
| | 1.63253 | 1.71415 | 1.87741 | 1.95903 | 2.04066 |
| 27 | \$63,126 | \$66,283 | \$72,595 | \$75,752 | \$78,908 |
| | 1.64885 | 1.73130 | 1.89618 | 1.97862 | 2.06107 |
| 28 | \$63,758 | \$66,946 | \$73,321 | \$76,509 | \$79,697 |
| | 1.66534 | 1.74861 | 1.91514 | 1.99841 | 2.08168 |
| 29 | \$64,395 | \$67,615 | \$74,054 | \$77,274 | \$80,494 |
| | 1.68200 | 1.76610 | 1.93430 | 2.01839 | 2.10249 |
| 30 | \$64,717 | \$67,953 | \$74,425 | \$77,661 | \$80,896 |
| | 1.69041 | 1.77493 | 1.94397 | 2.02849 | 2.11301 |
| 31 | \$65,041 | \$68,293 | \$74,797 | \$78,049 | \$81,301 |
| | 1.69886 | 1.78380 | 1.95369 | 2.03863 | 2.12357 |
| 32 | \$65,366 | \$68,634 | \$75,171 | \$78,439 | \$81,707 |
| | 1.70735 | 1.79272 | 1.96345 | 2.04882 | 2.13419 |

Appendix B – Supplemental Salary Schedule

Page 1 of 2

SUPPLEMENTAL SALARY SCHEDULE

Effective July 1, 2016

In the recognition of responsibilities for supplemental services rendered, the following schedule shall be the basis of remuneration:

| | |
|--|--------|
| Advisor, Academic Quiz | 5.50% |
| Advisor, Freshman Class (1) | 2.00% |
| Advisor, Junior Class (1) | 4.00% |
| Advisor, Junior High Cheerleaders (1) | 4.00% |
| Advisor, National Honor Society (1) | 1.00% |
| Advisor, Science Competition (1) | 3.00% |
| Advisor, Senior Class (1) | 4.00% |
| Advisor, Sophomore Class (1) | 2.00% |
| Advisor, Student Council (1) | 4.00% |
| Advisor, Tribe Guide | 1.00% |
| Advisor, Varsity/Reserve Cheerleaders (1) | 8.00% |
| Advisor, Yearbook (1) | 4.00% |
| Assistant Band Director | 5.00% |
| Coach, Baseball Assistant (1) | 6.00% |
| Coach, Baseball Varsity (1) | 9.00% |
| Coach, Basketball (7 th Grade Boys) (1) | 6.00% |
| Coach, Basketball (7 th Grade Girls) (1) | 6.00% |
| Coach, Basketball (8 th Grade Boys) (1) | 6.00% |
| Coach, Basketball (8 th Grade Girls) (1) | 6.00% |
| Coach, Basketball (Ninth Grade Boys) (1) | 4.00% |
| Coach, Basketball (Ninth Grade Girls) (1) | 4.00% |
| Coach, Basketball Reserve Boys (1) | 8.00% |
| Coach, Basketball Reserve Girls (1) | 8.00% |
| Coach, Basketball Varsity Boys (1) | 14.00% |
| Coach, Basketball Varsity Girls (1) | 14.00% |
| Coach, Cross Country (Junior High-Assistant based on 40+ students) | 3.00% |
| Coach, Cross Country Junior High – (1) | 3.00% |
| Coach, Cross Country (Varsity Head) (1) | 7.00% |
| Coach, Football (1 st Assistant) (1) | 6.00% |
| Coach, Football (2 nd Assistant) (1) | 6.00% |
| Coach, Football (3 rd Assistant) (1) | 6.00% |
| Coach, Football (Varsity Head) (1) | 14.00% |
| Coach, Football Junior High (Head) | 6.00% |

| | |
|---|------------|
| Coach, Football Junior High Assistant (1) | 5.00% |
| Coach, Golf Varsity (1) | 4.00% |
| Coach, Softball (Assistant) (1) | 4.00% |
| Coach, Softball Varsity Girls (1) | 9.00% |
| Coach, Tennis (Assistant) (1) | 3.00% |
| Coach, Tennis Varsity Boys (1) | 6.00% |
| Coach, Tennis Varsity Boys (1) | 6.00% |
| Coach, Tennis Varsity Girls (1) | 6.00% |
| Coach, Track (Junior High Boys) (1) | 6.00% |
| Coach, Track (Junior High Girls) (1) | 6.00% |
| Coach, Track Varsity Boys (Head) (1) | 9.00% |
| Coach, Track Varsity Girls (Head) (1) | 9.00% |
| Coach, Volleyball (7 th Grade Girls) (1) | 5.00% |
| Coach, Volleyball (8 th Grade Girls) (1) | 5.00% |
| Coach, Volleyball (Reserve Girls) (1) | 6.00% |
| Coach, Volleyball (Varsity Girls) (1) | 10.00% |
| Choralation(Show Choir) | 1.00% |
| Director, Computers | 4.00% |
| Plus up to 10 days at the discretion of the Superintendent at corresponding per diem rate | |
| Director, High School Musical (1 per year; no others) | 10.00% |
| Director, High School Plays (Maximum of 2 plays per year) | 4.00%/play |
| Director, MS Drama (1 per yr.) | 4.00% |
| Director, Vocal Music | 3.00% |
| Jazz Band Director | 1.00% |
| Resident Educator Coordinator | 4.00% |
| LPDC Member | \$25/hr |
| Marching Band Assistant #1 | 4.00% |
| Marching Band Assistant #2 | 3.00% |
| Marching Band Director | 14.00% |
| Mentor | 1-3% |
| Music Scheduling Coordinator | 2.00% |
| National Board Certification (Teachers Base Salary each Certificate Year) | 1.00%- |
| Pep Band | 3.50% |
| RTI Tier 3 Intervention | \$25/hr |
| Saturday School per diem | \$70 |
| Site Manager, Fall Middle School Athletic Contests | 3.50% |
| Site Manager, Winter High School Athletic Contests | 5.00% |
| Site Manager, Winter Middle School Athletic Contests | 3.50% |

Appendix C – Application for Sick Leave
For reference only – use Kiosk for actual request for leave.

CEDAR CLIFF LOCAL SCHOOL DISTRICT
Application for Use of Sick Leave

Employee's Name _____ Date _____

I hereby request sick leave for

| | | | |
|-------|-------|----|----|
| Day | Date | | |
| _____ | _____ | AM | PM |
| _____ | _____ | AM | PM |
| _____ | _____ | AM | PM |
| _____ | _____ | AM | PM |

the following reason; If return to work will be at a date to be determined later by physician, check here

- _____ 1. Personal illness. Nature of illness must conform with 9.01B of the Negotiated Agreement.
- _____ 2. Personal injury. Nature of injury: _____
- _____ 3. Serious illness in immediate family: _____
- _____ 4. Death of: _____ on _____
Relationship Date of Death
- _____ 5. Other: _____

I swear or affirm that the above statements are true. Falsification of this sick leave statement is grounds for suspension or termination of contract per RC 3319.141. Sick leave forms must be completed and turned in within 2 work days of returning to work.

 Signature of Employee

I hereby certify that I am a physician licensed to practice in Ohio, that the above named person was under my professional care during or immediately preceding the date for which sick leave is requested and that the use of such leave above described by said person was, in my opinion, justified.

Signature of Physician _____

Date _____ Address of Physician _____

ADMINISTRATIVE ACTION

Recommended _____ Approved _____

Not recommended _____ Disapproved _____

 Principal Superintendent

Appendix D – Personal Leave Policy
For reference only – use Kiosk for actual request for leave.
CEDAR CLIFF LOCAL SCHOOL DISTRICT
PERSONAL LEAVE POLICY
Certificated Personnel

Each teacher shall be allotted three (3) days of personal leave per school year without loss of compensation if the following conditions are met:

- (1) Requests for such personal leave shall be made to the Superintendent at least three (3) days prior to the leave. (In case of emergency this rule may be waived by the local Superintendent.)
- (2) Requests for personal leave should not be requested in the two-week period following the beginning of the school or in the three-week period prior to the ending of school. (In case of an emergency this rule may be waived by the local Superintendent.)
- (3) Requests for personal leave should not be requested for the day before or the day after a scheduled holiday or vacation day. (In case of an emergency this rule may be waived by the local Superintendent.)
- (4) Requests for personal leave shall not be requested for the purpose of fulfilling a contracted obligation or service for which the employee would receive compensation.
- (5) Not more than seven and one-half (7.5%) percent of the certificated staff may be absent under this policy on the same day.
- (6) Personal leave days are non-accumulative from one school year to the next.

Personal leave shall be granted for the following reasons:

- (1) Family situations (Baptism, Weddings, Graduations, etc.)
- (2) Illness or death not covered by sick leave
- (3) School visitations
- (4) Legal Matters
- (5) Religious Holidays
- (6) Registration for college courses and related activities
- (7) Personal matters which cannot be handled except during school hours

Personal leave may be granted in situations not covered in the list by discussion and resolution between the Superintendent and the Teacher involved in the request.

If additional personal leave days are needed beyond the allotted three (3) days, a deduction for the employee's salary shall be made on a per diem basis.

I, _____, a member of the certificated staff of the Cedar Cliff School District, request approval of my absence from school for _____ under the personal leave policy for the (Reason from Item B above) following dates:

| | | |
|---|--|---|
| | | |
| <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved | | <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved |
| | | |
| Principal (Date) | | Superintendent (Date) |

Appendix E - Professional Meeting
For reference only – use Kiosk for actual request for leave.

**CEDAR CLIFF LOCAL SCHOOL DISTRICT
PROFESSIONAL MEETING**

Name _____ Date _____

Name of Meeting _____

Date of Meeting _____ Place _____

Write a paragraph describing the professional meeting and state your purpose for requesting permission to attend this meeting.

_____ Approved _____ Disapproved _____
Principal's Signature Date

All professional meetings must be approved by the Superintendent before attendance.

A receipt for all expenditures (registration, hotel bill, meals, etc.) must be filed with the Treasurer before reimbursement can be made.

_____ Approved _____ Disapproved _____
Superintendent's Signature Date

Certificate for Reimbursement

| | |
|------------------------|-------|
| _____ miles @ IRS rate | _____ |
| Registration | _____ |
| Room | _____ |
| Meals | _____ |
| Total Reimbursement | _____ |

(Return to Principal)
(Revised 8/99)

Appendix F – Severance Pay

CEDAR CLIFF LOCAL SCHOOL DISTRICT SEVERANCE PAY

I hereby apply for severance pay from the Cedar Cliff Local School District as set forth in Article VII of the Negotiated Agreements between the Cedar Cliff Education Association and the Cedar Cliff Local Board of Education.

1. Name of Teacher/Employee retiring _____
2. Social Security Number _____
3. Number of years of service with this Board _____
4. Date of retirement _____
5. Final contract salary with this Board _____
6. Number of contract days in final contract year _____
7. Line 5 _____ divided by line 6 equals _____ daily rate _____
8. Number of accrued days of sick leave at date of retirement/resignation as certified by the treasurer (not to exceed 240) _____
9. 25% of Line 8 = _____
10. Amount of severance pay:
11. Line 9 x Line 7 _____ equals _____

I understand that this sum must be paid to me within 90 days after the last day of service. I request that my severance payment be made to me:

(Month) (Year)

Signature of Person Retiring

Date

Appendix G – Grievance Form

**CEDAR CLIFF LOCAL SCHOOL DISTRICT
GRIEVANCE FORM**

(Submit to Principal in Triplicate)

Name of Grievant _____

Date Filed _____

Date Cause of Grievance Occurred _____

I. Level One - Informal

A. Information covering Level One of the Grievance Procedure is covered in Section 3.04.

II. Level Two - Formal

A. Statement of Grievance (State specific section of contract being grieved.)

B. Relief Sought

Grievant's Signature Date

C. Relief Settlement or Denial of Grievance by Principal

Principal's Signature Date

III. Level Three - Appeal

A. Position of Grievant Following Relief Settlement or Denial at Level Two

Grievant's Signature Date

**CEDAR CLIFF LOCAL SCHOOL DISTRICT
GRIEVANCE FORM**

B. Date Received by Superintendent or Designee _____

Superintendent's Signature Date

C. Relief Settlement or Denial of Grievance by Superintendent (or Designee)

Superintendent's Signature Date

IV. Level Four - Grievance Impasse

A. Position of Grievant

Grievant's Signature Date

B. Date Submitted to Arbitration _____

Grievant's Signature Date

Superintendent's Signature Date

D. Relief Settlement or Denial by Arbitration

Arbitrator's Signature Date

Appendix H – Citizen’s Request for Reconsideration of A Work
CEDAR CLIFF LOCAL SCHOOL DISTRICT
Citizen's Request For
RECONSIDERATION OF A WORK

Author (if applicable) _____ Media Format _____

Title _____

Publisher (if known) _____

Request initiated by _____

Telephone _____ Address _____

City _____ Zip Code _____

Individual Represents: _____ Himself/Herself _____

Name of Organization _____

1. To what in the work do you object? Please be specific.

2. What of value is there in the work?

3. What do you feel might be the result of reading/viewing/hearing this work?

4. For what age group would you recommend this work? _____

5. Did you read/view/hear the entire work? _____

If not, what sections? _____

6. Are you aware of the judgment of this work by critics? _____

7. Are you aware of the teacher's purpose in using this work? _____

8. What do you believe is the theme or purpose of this work? _____

(Revised 7/93)

Appendix I – Request for Professional Development Funds
CEDAR CLIFF LOCAL SCHOOL DISTRICT
Request for Professional Development Funds

Employee Name: _____ Date Submitted: _____

Course Number & Title: _____

College or University where course will be taken: _____

Time that course will be taken: _____ (Ex: Fall Qtr. 99)

Number of credit hours: ____ Sem. or Qtr. (Note: The initial reimbursement shall be for only 3 semester hours or 4 quarter hours).

Cost of each credit hour: _____ Total reimbursement requested: _____

Note: Other non-tuition costs (Ex: books, lab fees, materials, parking fees, registration fees, etc.) are not covered by this fund.

Current assignment: _____

Briefly explain the relationship of this course and your current assignment:

If unrelated, explain why the request should be given consideration:

Applicant's Signature

Date

Approved Rejected

Principal's Signature

Date

Approved Rejected

Superintendent's Signature

Date

Note: No funds will be released until the requirements stated in the Negotiated Agreement have been completed.

Appendix J-1 – Sick Leave Transfer Application
CEDAR CLIFF LOCAL SCHOOL DISTRICT
SICK LEAVE TRANSFER APPLICATION

To be completed by the employee or President of the Cedar Cliff Education Association.

Applicant
Name _____ Date _____

Persons eligible for the sick leave transfer are those individuals who have depleted all of their available sick leave/personal leave.

If employee meets all the requirements in section 9.02 of this Agreement, he/she may apply for a gift of sick leave days, with a maximum of one (1) per year from other members in the bargaining unit.

All applications must be approved by a committee of two (2) bargaining unit members, Superintendent and Treasurer.

Committee member

Superintendent

Committee member

Treasurer

_____ Date:
_____ Approved
_____ Denied

Appendix K-1 – Health Care Summary



UnitedHealthcare and EPC want to help you take control and make the most of your health care benefits. That's why we provide convenient services to get your health care questions answered quickly and accurately:

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

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

PLAN HIGHLIGHTS

| Types of Coverage | Network Benefits | Non-Network Benefits |
|--|---|---|
| Annual Deductible | | |
| Individual Deductible | \$200 per year | \$300 per year |
| Family Deductible | \$400 per year | \$600 per year |
| • Member Copayments do not accumulate towards the Deductible | | |
| Out-of-Pocket Maximum | | |
| Individual Out-of-Pocket Maximum | \$1100 per year | \$2300 per year |
| Family Out-of-Pocket Maximum | \$2200 per year | \$4600 per year |
| • Member Copayments, Co-Insurance and Deductible do accumulate towards the Out-of-Pocket Maximum. | | |
| Benefit Plan Coinsurance – The Amount the Plan Pays | | |
| | 80% after Deductible has been met for most services | 70% after Deductible has been met for most services |
| Lifetime Maximum Benefit | | |
| The maximum amount the Plan will pay during the entire period of time you are enrolled under the Plan | Unlimited | Unlimited |
| Prescription Drug Benefits | | |
| • Prescription drug benefits are shown under separate cover. | | |
| Information on Pre-service Notification | | |
| *Pre-service Notification is required for certain services. | | |
| **Pre-service Notification is required for Equipment in excess of \$1,000 both in and out of network. | | |
| Information on Benefit Limits | | |
| • The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis. | | |
| • All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Summary Plan Description. | | |
| • When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category. | | |

BENEFITS

| Types of Coverage | Network Benefits | Non-Network Benefits |
|--|-------------------------------------|---|
| Ambulance Services – Emergency and Non-Emergency | | |
| | * 80% after Deductible has been met | * 80% after Network Deductible has been met |
| Dental Services – Accident Only | | |
| | * 80% after Deductible has been met | * 80% after Network Deductible has been met |
| Durable Medical Equipment (DME) | | |
| Benefits are limited as follows: Benefits are limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years. | 80% after Deductible has been met | ** 50% after Deductible has been met |

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S BENEFITS

| Types of Coverage | Network Benefits | Non-Network Benefits |
|--|---|---|
| Emergency Health Services - Outpatient | 100% after you pay a \$150 Copayment per visit. If you are admitted as an inpatient to a Network Hospital directly from the Emergency room, you will not have to pay this Copayment. The Benefits for an Inpatient Stay in a Network Hospital will apply instead. | * 100% after you pay a \$150 Copayment per visit |
| Home Health Care Benefits are limited as follows: 60 visits per year | 80% after Deductible has been met | * 70% after Deductible has been met |
| Hospice Care | 80% after Deductible has been met | * 70% after Deductible has been met |
| Hospital - Inpatient Stay | 100% after you pay a \$250 Copayment per Inpatient Stay | * 70% after Deductible has been met |
| Lab, X-Ray and Diagnostics - Outpatient For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category. | 80% after Deductible has been met | 70% after Deductible has been met Pre-Service Notification is required for Sleep Studies |
| Lab, X-Ray and Major Diagnostics - CT, PET, MRI and Nuclear Medicine - Outpatient | 80% after Deductible has been met | 70% after Deductible has been met Pre-Service Notification is required |
| Mental Health and Substance Abuse Services - Inpatient and Intermediate | 100% after you pay a \$250 Copayment per Inpatient Stay | * 70% after Deductible has been met |
| Mental Health and Substance Abuse Services - Outpatient | * 100% after you pay a \$30 Copayment per visit | * 70% after Deductible has been met |
| Ostomy | 80% after Deductible has been met | 50% after Deductible has been met |
| Physician Services - Surgical and Medical | 80% after Deductible has been met | 70% after Deductible has been met |
| Physician's Office Services - Sickness and Injury | | |
| Primary Physician Office Visit | 100% after you pay a \$30 Copayment per visit | 70% after Deductible has been met |
| Specialist Physician Office Visit | 100% after you pay a \$50 Copayment per visit | 70% after Deductible has been met |
| In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: Pharmaceutical Products | | |
| Pregnancy - Maternity Services | Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each covered Health Service category in this Benefit Summary <small>For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.</small> | <small>Pre-service Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.</small> |
| Preventive Care Services | | |
| Covered Health Services include but are not limited to: | | |
| Primary Physician Office Visit | 100% | Non-Network Benefits are not available |
| Specialist Physician Office Visit | 100% | |
| Lab, X-Ray or other preventive tests | 100% Deductible does not apply. | |
| Prosthetic Devices | 80% after Deductible has been met | 50% after Deductible has been met Pre-Service Notification is required for Prosthetic Device in excess of \$1000 |
| Reconstructive Procedures | Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary | <small>Pre-service Notification is required for certain services.</small> |
| Rehabilitation Services - Outpatient Therapy and Chiropractic Treatment | | |
| Benefits are limited as follows: Network and Non-Network benefits are limited to a combined total of 50 visits per calendar year for any combination of the following: Chiropractic treatment Physical therapy Occupational therapy Speech therapy Pulmonary rehabilitation Cardiac rehabilitation Post-Cochlear Implant aural therapy Vision therapy | 100% after you pay a \$30 Copayment per visit Benefits for Habilitative Services are provided under and as part of Rehabilitation Services - Outpatient Therapy and Manipulative Treatment and are subject to the limits as stated below in this benefit summary | * 70% after Deductible has been met |

| BENEFITS | | |
|---|---|--|
| Types of Coverage | Network Benefits | Non-Network Benefits |
| Scope Procedures – Outpatient Diagnostic and Therapeutic Diagnostic scope procedures include, but are not limited to: Colonoscopy, Sigmoidoscopy, Endoscopy For Preventive Care Services, refer to the Preventive Care Services category. | 80% after Deductible has been met | 70% after Deductible has been met |
| Skilled Nursing Facility/Inpatient Rehabilitation Facility Services Benefits are limited as follows: 60 days per year. Facility Services are limited to 120 days per incident. | 80% after Deductible has been met | * 70% after Deductible has been met |
| Surgery – Outpatient | 80% after Deductible has been met | 70% after Deductible has been met |
| Therapeutic Services | 80% after Deductible has been met | *70% after Deductible has been met |
| Transplantation Services | 80% after Deductible has been met | * Not Covered |
| Urgent Care Center Services | 100% after you pay a \$50 Copayment per visit | 70% after Deductible has been met |
| In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: Pharmaceutical Products Vision Examinations Benefits are limited as follows: 1 exam every year | 100% after you pay a \$30 Copayment per visit | Non-Network Benefits are not available |
| MEDICAL EXCLUSIONS | | |
| 1. It is recommended that you review your SPD for exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage. | | |
| 2. Acupuncture, aromatherapy, hypnosis, massage therapy, taping (muscle tucke massage), ac, music, dance, movement therapy, and other forms of alternative treatment, as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Chiropractic Treatment and osteopathic care for which Benefits are provided as described in the SPD. | | |
| DENTAL Dental Care (which includes dental x-rays, x-rays, x-rays, x-rays and apparatus and all associated expenses, including hospitalizations and procedures). This exclusion does not apply to dental care (oral examination, x-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan as described in the SPD. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbones or gums. Examples include: extraction (including wisdom teeth), restoration, and replacement of teeth, medical or surgical treatment of dental conditions, and services to improve dental clinical outcomes. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in the SPD. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accident Only in the SPD. Dental braces (orthodontics). Congenital Anomaly such as cleft lip or cleft palate. | | |
| Devices, Appliances and Prosthetics Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that strengthen or re-shape a body part. Examples include foot orthotics, cranial banding and some types of braces, including over-the-counter orthotic braces. The following items are excluded, even if prescribed by a Physician, blood pressure cuff/monitor, sensitive alarm, home configuration testing equipment, non-wearable external defibrillator, trusec, ultrasonic nebulizers, and ventilator assist devices. Devices and computers to assist in communication and speech except for speech aid prosthetics and tracheo-oesophageal voice prosthetics. Oral appliances for snoring. Repair and replacement prosthetic devices when damaged due to misuse, malicious damage or gross neglect. Prosthetic devices. This exclusion does not apply to breast prostheses, mastectomy brae and lymphedema stockings for which Benefits are provided as described under Reconstructive Procedures in the SPD. | | |
| Drugs The exclusion does not apply to the medical portion of the Plan only. Prescription Drug coverage is excluded under the medical plan because it is a separate benefit. Coverage may be available under the Prescription Drug portion of the Plan. See the SPD for coverage details and exclusions. | | |
| Unlabeled/Off-label, must typically be administered or directly supervised by a qualified provider or licensed/qualified health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy. | | |
| Experimental or Investigational or Off-network Services Experimental or Investigational or Off-network Services. Under the Plan the agreed to cover must be defined in the SPD. This exclusion applies even if Experimental or Investigational Services or Off-network Services, treatments, devices or pharmaceutical regimens are the only available treatment options for your condition. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in the SPD. | | |
| Footcare Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care (Covered Portions that excludes for which Benefits are provided as described under Diabetes Services in the SPD or when needed for severe systemic disease. Cutting or removal of corns and calluses. Nail trimming, cutting, or debanding. Hygiene, and preventive maintenance foot care, and other services that are performed when there is not a localized Schwann, Injury or Symptom involving the foot. Examples include: cleaning and soaking the feet, applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of nail, Shoe (standard or custom), fits and wedges, shoe orthotics, shoe inserts and arch supports. | | |
| Medical Supplies and Equipment Prescription or non-prescription medical supplies and diagnostic supplies. Examples include: elastic stockings, K9 bandages, diabetic strips, and syringes, urinary catheters. This exclusion does not apply to: • Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in the SPD. • Diabetic supplies for which Benefits are provided as described under Diabetes Services in the SPD. • Ostomy bags and related supplies for which Benefits are provided as described under Ostomy Supplies in the SPD. | | |
| Tappings, nasal cannulae, connectors and masks, (except when used with Durable Medical Equipment as described under Durable Medical Equipment as described in the SPD. The repair and replacement of Durable Medical Equipment when damaged due to misuse, malicious leakage or gross neglect and deodorants, filters, lubricants, tape, appliance cleans, adhesive, adhesive remover or other items that are not specifically identified in the SPD. | | |
| Mental Health/Behavioral Health/Abuse Inpatient, Outpatient or Outpatient Care services that were not pre-authorized by the mental health/substance abuse (MHS/SA) Administrator. Services performed in connection with conditions not classified in the current edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders. Mental Health Services and Substance Abuse Services that extend beyond the period necessary for short-term evaluation, diagnosis, treatment, or crisis intervention. Mental Health Services as treatment for insomnia and other sleep disorders, neurological disorders and other disorders with a known physical basis. Treatment for conduct and impulse control disorders, personality disorders, paraphias (sexual behavior that is considered deviant or abnormal) and other Mental Illnesses that will not substantially improve beyond the current level of functioning, or that are not subject to favorable medication or management according to prevailing national standards of clinical practice, as reasonably determined by the Mental Health/Substance Abuse Administrator. Services utilizing methadone, LAAM (1-Alpha-Acetyl-Methadone), Oxycodone, or their | | |

equivalents as maintenance treatment for drug addiction. Treatment provided in connection with involuntary commitments, police detentions and other similar arrangements, unless authorized by the Mental Health/Substance Abuse Administrator. Residential treatment centers. Routine use of psychological testing without specific authorization, pastoral counseling. Services or supplies for the diagnosis or treatment of mental illness, alcoholism or substance abuse disorders that, in the reasonable judgment of the Mental Health/Substance Abuse Administrator, typically do not result in outcomes demonstrably better than other available treatment alternatives that are less intensive or more cost effective, or are not consistent with:

- Prevailing national standards of clinical practice for the treatment of such conditions.
- Prevailing professional research demonstrating that the services or supplies will have a measurable and beneficial health outcome.
- The Mental Health/Substance Abuse Administrator's level of care guidelines as modified from time to time.

The Mental Health/Substance Abuse Administrator may consult with professional clinical consultants, peer review committees or other appropriate sources for recommendations and information regarding whether a service or supply meets any of these criteria.

MEDICAL EXCLUSIONS Continued

Nutritional Counseling in the SPD. Food or any kind of food that are not covered include: enteral feedings and other nutritional and electrolyte formulas, including infant formula and donor breast milk unless they are the only source of nutrition or unless they are specifically created to treat inborn errors of metabolism such as phenylketonuria (PKU) - infant formula available over the counter is always excluded; foods to control weight, treat obesity (including liquid diets), lower cholesterol or control diabetes; oral vitamins and minerals; meals you can order from a menu, for an additional charge, during an Inpatient Stay, and other dietary and electrolyte supplements; and health education classes unless offered by UnitedHealthcare or its affiliates, including but not limited to asthma, smoking cessation, and weight control classes.

And Humidifiers; batteries and battery chargers; breast pumps; car seats; chairs, bath chairs, feeding chairs, toilet chairs, chair lifts, recliners; electric scooters; exercise equipment and treadmills; home modifications to accommodate a health need such as ramps, swimming pools, elevators, handrails and stair glides; hot tubs; Jacuzzis, saunas and whirlpools; ergonomically correct chairs, non-Hospital beds, comfort beds, mattresses; medical alert systems; motorized beds; music devices; personal computers; pillows; power-operated vehicles; radios; saunas; strollers; safety equipment; vehicle modifications such as van lifts; and video players.

and other such skin abrasion procedures); skin abrasion procedures performed as a treatment for acne; treatment of hair loss; Varicose vein treatment of the lower extremities, when it is considered cosmetic; Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the mole breast and nipple; Treatment for skin wrinkles or any treatment to improve the appearance of the skin; Treatment for spider veins; Hair removal or replacement by any means. Replacement of an existing intact breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Treatment of benign gynecomastia (abnormal breast enlargement in males). Breast reduction except as coverage is required by the Women's Health and Cancer Right's Act of 1990 for which Benefits are described under Reconstructive Procedures in the SPD. Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, health club memberships and programs, spa treatments and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded, even if for morbid obesity. Wigs regardless of the reason for the hair loss, except for temporary loss of hair resulting from treatment of a malignancy.

Exams and Treatments

Procedure or surgery to remove fatty tissue such as panniculectomy, abdominoplasty, vagoplasty, brachioplasty, or mastopexy. Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when diagnosed as a part of treatment for documented obstructive sleep apnea. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from injury, stroke, cancer, Congenital Anomaly, or autism spectrum disorders. Speech therapy to treat stuttering, stammering or other articulation disorders. Psychosurgery. Sex transformation operations. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Chiropractic treatment to treat a condition unrelated to spinal manipulation and ancillary physiologic treatment rendered to restore/improve motion, reduce pain and improve function, such as asthma or allergies. Chiropractic treatment (the therapeutic application of chiropractic manipulative treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function). Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be dental in nature, including oral appliances; surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniofacial therapy; orthodontics; occlusal adjustment, dental restorations. Upper and lower jawbone surgery except as required for direct treatment of acute traumatic injury, dislocation, tumors or cancer. Diagnosis or treatment of the jawbones, including Orthognathic surgery, and jaw alignment, except as a treatment of obstructive sleep apnea. Non-surgical treatment of obesity even if for morbid obesity. Surgical treatment of obesity unless there is a diagnosis of morbid obesity as described under Obesity Surgery in the SPD. Treatment of tobacco dependency. Chelation therapy, except to treat heavy metal poisoning.

Providers

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services ordered or delivered by a Christian Science practitioner. Services performed by an unlicensed provider or a provider who is operating outside of the scope of his/her license. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography. Foreign language and sign language interpreters.

Reproduction

Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. The following infertility treatment-related services: cryo-preservation and other forms of preservation of reproductive materials, long-term storage of reproductive materials such as sperm, eggs, embryos, ovarian tissue, and testicular tissue, donor services. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. Health services and associated expenses for elective surgical, non-surgical, or drug-induced Pregnancy termination. This exclusion does not apply to treatment of a molar Pregnancy, ectopic Pregnancy, or missed abortion (commonly known as a miscarriage). Services provided by a doula (labor aide); and parenting, prenatal or birthing classes. Artificial reproduction treatments done for genetic or eugenic.

Services Provided Under Another Plan

Health services for which other coverage is available under another plan, except for Eligible Expenses payable as described in the SPD. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation, no-fault automobile coverage or similar legislation is optional for you because you could elect it, or could have it elected for you. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

Transplants

Health services for organ and tissue transplants, except as permitted under Transplantation Services in the SPD. Mechanical or animal organ transplants, except services related to the implant or removal of a circulatory assist device (a device that supports the heart while the patient waits for a suitable donor heart to become available); and donor costs for organ or tissue transplantation to another person (these costs may be payable through the recipient's benefit plan).

Travel

Travel or transportation expenses, when ordered by a Physician, except as permitted under Travel and Lodging in the SPD. Additional travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at the Plan's discretion.

Types of Care

Multi-disciplinary pain management programs provided on an inpatient basis. Custodial care, convalescent care. Private duty nursing. Respite care, respite services or personal care services. Work retraining (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

Vision and Hearing

Purchase cost and associated fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as intact corneal implants). Purchase cost and associated fitting and testing charges for hearing aids, Bone Anchor Hearing Aids (BAHA) and all other hearing assistive devices. Eye exercise therapy. Surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy.

All Other Exclusions

Health services and supplies that do not meet the definition of a Covered Health Service - see the definition of Covered Health Services in the Glossary in the SPD. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments when: required solely for purposes of career, education, school, sports or camp, travel, employment, insurance, marriage or adoption; or as a result of incarceration; related to judicial or administrative proceedings or orders; conducted for purposes of medical research; required to obtain or maintain a license of any type. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. Health services received after the date your coverage under the Plan ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Plan ended. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan. Charges that exceed Eligible Expenses or any specified limitation in the SPD. Health services when a provider leaves the Copy, Annual Deductible or Coinsurance amounts. Autopsies and other coroner services and transportation services for a corpse. Charges for: missed appointments; room or facility reservations; completion of claim forms; or record processing. Charges prohibited by federal anti-kickback or self-referral status. Diagnostic tests that are: delivered in other than a Physician's office or health care facility; and self-administered home diagnostic tests, including but not limited to HIV and pregnancy tests. Vision therapy when rendered in connection with behavioral health disorders, including but not limited to: learning and reading disabilities; attention deficit/hyperactivity disorder; TBI; or dyslexia.



Benefit Summary
Outpatient Prescription Drug
Cedar Cliff Local Schools CORE Pharmacy Plan 0F5

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List Management Committee has assigned the Prescription Drug. All Prescription Drugs on the Prescription Drug List are assigned to Tier-1, Tier-2 or Tier-3. Find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging on to www.myuhc.com or calling Customer Care at the telephone number on the back of your ID card

This summary of Benefits is intended only to highlight your Benefits for Prescription Drugs and should not be relied upon to determine coverage. Your plan may not cover all of your Prescription Drug expenses. Please refer to the Prescription Drug section of the Summary Plan Description (SPD) for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Prescription Drug section of the SPD, the Prescription Drug section of SPD shall prevail.

Annual Drug Deductible – Network and Non-Network

Individual Deductible \$0
Family Deductible \$0

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

Individual Out-of-Pocket Maximum \$3,000
Family Out-of-Pocket Maximum \$6,000

| Tier Level | Retail Up to 31-day supply | | *Mail Order Up to 90-day supply |
|-------------------|-------------------------------|---------------------------|------------------------------------|
| | Network | Non-Network | Network |
| Tier 1 | \$10 | \$10 | \$20 |
| Tier 2 | \$25 | \$25 | \$50 |
| Tier 3 | 35% (\$45 min - \$60 max) | 35% (\$45 min - \$60 max) | 35% (\$90 min - \$120 max) |
| Diabetic Supplies | 20% | 20% | 20% |

* Only certain Prescription Drugs are available through mail order; please visit www.myuhc.com or call Customer Care at the telephone number on the back of your ID card for more information.

An Ancillary Charge may apply when a covered Prescription Drug is dispensed at your [or your provider's] request and there is another drug that is chemically the same available at a lower tier. When you choose the higher tiered drug of the two, you will pay the difference between the higher tiered drug and the lower tiered drug in addition to your Copayment and/or Coinsurance that applies to the lower tier drug.

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

THIS MATERIAL IS PROVIDED ON THE RECIPIENT'S AGREEMENT THAT IT WILL ONLY BE USED FOR THE PURPOSE OF DESCRIBING UNITED HEALTHCARE SERVICES, INC.'S PRODUCTS AND SERVICES TO THE RECIPIENT. ANY OTHER USE, COPYING OR DISTRIBUTION WITHOUT THE EXPRESS WRITTEN PERMISSION OF UNITED HEALTHCARE SERVICES, INC. IS PROHIBITED.

SFXRPTTT07PS**Other Important Information about your Outpatient Prescription Drug Benefits**

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

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

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

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

You may be required to fill an initial Prescription Drug Product order and obtain one refill through a retail pharmacy prior to using a mail order Network Pharmacy.

Pharmacy Exclusions

Exclusions from coverage listed in the SPD apply also to this Prescription Drug section. In addition, the following exclusions apply:

- Coverage for Prescription Drugs for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
 - Coverage for Prescription Drug Products for the amount dispensed (days' supply or quantity limit) which is less than the minimum supply limit.
 - Prescription Drugs dispensed outside the United States, except as required for Emergency treatment.
 - Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
 - Experimental, Investigational or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined to be experimental, investigational or unproven, unless United HealthCare Services, Inc. and the EPC have agreed to cover.
 - Prescription Drugs furnished by the local, state or federal government. Any Prescription Drug to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
 - Prescription Drugs for any condition, Injury, Sickness or mental illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
 - Any product dispensed for the purpose of appetite suppression or weight loss.
 - A Pharmaceutical Product for which Benefits are provided in the Summary Plan Description (SPD). This exclusion does not apply to Depo Provera and other injectable drugs used for contraception.
 - Durable Medical Equipment. Prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered.
 - General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride, and single entity vitamins.
 - Unit dose packaging of Prescription Drugs.
 - Medications used for cosmetic purposes.
 - Prescription Drugs, including New Prescription Drugs or new dosage forms, that EPC determine do not meet the definition of a Covered Health Service.
 - Prescription Drugs as a replacement for a previously dispensed Prescription Drug that was lost, stolen, broken or destroyed.
 - Prescription Drugs when prescribed to treat infertility.
 - Certain Prescription Drugs for smoking cessation.
 - Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier 3.
 - Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Plan Administrator has designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drugs that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drugs that the Plan Administrator has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Plan Administrator may decide at any time to reinstate Benefits for a Prescription Drug that was previously excluded under this provision.
 - Certain New Prescription Drugs and/or new dosage forms until the date they are reviewed and assigned to a tier by our Prescription Drug List Management Committee.
 - Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).
 - A Prescription Drug that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug.
 - A Prescription Drug that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug.
-
- A Prescription Drug typically administered by a qualified provider or licensed health professional in an outpatient setting. This exclusion does not apply to Depo provera and other injectable drugs used for contraception.
 - Certain Prescription Drug Products that have not been prescribed by a Specialist Physician.



Benefit Summary
ASO Choice Plus
Cedar Cliff Local Schools H.S.A. Medical Plan 7AT

United HealthCare Services, Inc. and EPC Schools want to help you take control and make the most of your health care benefits. That's why we provide convenient services to get your health care questions answered quickly and accurately:

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

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

PLAN HIGHLIGHTS

| Types of Coverage | Network Benefits | Non-Network Benefits |
|--|------------------------------------|-----------------------------------|
| Annual Deductible – Combined Medical and Pharmacy | | |
| Single Coverage Deductible | \$2000 per year | \$4000 per year |
| Family Coverage Deductible | \$4000 per year | \$8000 per year |
| • No one in the family is eligible for benefits until the family coverage deductible is met. | | |
| Out of Pocket Maximum – Combined Medical and Pharmacy | | |
| Single Coverage Out-of-Pocket Maximum | \$2000 per year | \$4000 per year |
| Family Coverage Out-of-Pocket Maximum | \$4000 per year | \$8000 per year |
| • The Out-of-Pocket Maximum includes the Annual Deductible. | | |
| • If more than one person in a family is covered under the Policy, the single coverage Out-of-Pocket Maximum stated above does not apply. | | |
| Benefit Plan Coinsurance – The Amount the Plan Pays | | |
| | 100% after Deductible has been met | 80% after Deductible has been met |
| Lifetime Maximum Benefit | | |
| There is no dollar limit to the amount the Plan will pay for essential Benefits during the entire period you are enrolled in this Plan. | No Lifetime Maximum Benefit | No Lifetime Maximum Benefit |
| Prescription Drug Benefits | | |
| • Prescription drug benefits are shown under separate cover. Benefits are not payable for Prescriptions until the Deductible above has been met. | | |
| Information of Pre-service Notification | | |
| *Pre-service Notification is required for certain services. | | |
| **Pre-service Notification is required for Equipment in excess of \$1,000. | | |
| Information on Benefit Limits | | |
| • The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis. | | |
| • All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Summary Plan Description. | | |
| • When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category. | | |

BENEFITS

| Types of Coverage | Network Benefits | Non-Network Benefits |
|--|--------------------------------------|--|
| Ambulance Services – Emergency and Non-Emergency | | |
| | * 100% after Deductible has been met | * 100% after Network Deductible has been met |
| Dental Services – Accident Only | | |
| | * 100% after Deductible has been met | * 100% after Network Deductible has been met |
| Durable Medical Equipment (DME) | | |
| Benefits are limited as follows: Limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years.. | 100% after Deductible has been met | ** 80% after Deductible has been met |
| Emergency Health Services – Outpatient | | |
| | 100% after Deductible has been met | * 100% after Network Deductible has been met |
| Home Health Care | | |
| Benefits are limited as follows: 60 visits per year | 100% after Deductible has been met | * 80% after Deductible has been met |

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| BENEFITS | | |
|---------------------|------------------|----------------------|
| Types of Coverage | Network Benefits | Non-Network Benefits |
| Hospice Care | | |

| BENEFITS | | |
|---|--|---|
| Types of Coverage | Network Benefits | Non-Network Benefits |
| Hospital - Inpatient Stay | 100% after Deductible has been met | * 80% after Deductible has been met |
| Lab, X-Ray and Diagnostics - Outpatient For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category. | 100% after Deductible has been met | 80% after Deductible has been met |
| Lab, X-Ray and Major Diagnostics - CT, PET, MRI, MRA and Nuclear Medicine - Outpatient | 100% after Deductible has been met | 80% after Deductible has been met |
| Mental Health Services | Inpatient: 100% after Deductible has been met Outpatient: 100% after Deductible has been met | * 80% after Deductible has been met |
| Neurobiological Disorders - Mental Health Services for Autism Spectrum Disorders | Inpatient: 100% after Deductible has been met Outpatient: 100% after Deductible has been met | * 80% after Deductible has been met |
| Pharmaceutical Products - Outpatient This includes medications administered in an outpatient setting, in the Physician's Office or in a Covered Person's home. | 100% after Deductible has been met | 80% after Deductible has been met |
| Physician Fees for Surgical and Medical Services | 100% after Deductible has been met | 80% after Deductible has been met |
| Physician's Office Services - Sickness and Injury | | |
| Primary Physician Office Visit | 100% after Deductible has been met | 80% after Deductible has been met |
| Specialist Physician Office Visit | 100% after Deductible has been met | 80% after Deductible has been met |
| Pregnancy - Maternity Services | Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each covered Health Service category in this Benefit Summary. | |
| | | <i>Pre-service Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.</i> |
| Preventive Care Services | | |
| Covered Health Services include but are not limited to: | | |
| Primary Physician Office Visit | 100% Deductible does not apply. | 80% after Deductible has been met |
| Specialist Physician Office Visit | 100% Deductible does not apply. | 80% after Deductible has been met |
| Lab, X-Ray or other preventive tests | 100% Deductible does not apply. | 80% after Deductible has been met |
| Prosthetic Devices¹ | 100% after Deductible has been met | 80% after Deductible has been met |
| Reconstructive Procedures | Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary. | |
| | | Pre-service Notification is required. |
| Rehabilitation Services - Outpatient Therapy and Manipulative Treatment | | |
| Benefits are limited as follows: Network and Non-Network benefits are limited to a combined total of 50 visits per calendar year for any combination of the following: Chiropractic treatment Physical therapy Occupational therapy Speech therapy Pulmonary rehabilitation Cardiac rehabilitation Post-Cochlear implant aural therapy Vision therapy | 100% after Deductible has been met | * 80% after Deductible has been met |
| Scopic Procedures - Outpatient Diagnostic and Therapeutic Diagnostic scopic procedures include, but are not limited to: Colonoscopy, Sigmoidoscopy, Endoscopy For Preventive Scopic Procedures, refer to the Preventive Care Services category. | 100% after Deductible has been met | 80% after Deductible has been met |
| Skilled Nursing Facility / Inpatient Rehabilitation Facility Services | | |
| Benefits are limited as follows: 60 days per year | 100% after Deductible has been met | * 80% after Deductible has been met |
| Substance Use Disorder Services | Inpatient: 100% after Deductible has been met Outpatient: 100% after Deductible has been met | * 80% after Deductible has been met |

| BENEFITS | | |
|-------------------|------------------|----------------------|
| Types of Coverage | Network Benefits | Non-Network Benefits |
| | | |

| BENEFITS | | |
|---|---|--|
| Types of Coverage | Network Benefits | Non-Network Benefits |
| Surgery Outpatient | | |
| Transplantation Services | 100% after Deductible has been met | 80% after Deductible has been met |
| Urgent Care Center Services | * 100% after Deductible has been met For Network Benefits, services must be received at a Designated Facility. | Not Covered |
| Vision Examinations | 100% after Deductible has been met | 80% after Deductible has been met |
| Benefits are limited as follows: 1 exam every year | 100% after Deductible has been met | Non-Network Benefits are not available |

* This benefit category contains services/devices that may be Essential or non-Essential Health Benefits as defined by the Patient Protection and Affordable Care Act depending upon the service or device delivered. A benefit review will take place once the dollar limit is exceeded. If the service/device is determined to be rehabilitative or restorative in nature, it is an Essential Health Benefit and will be paid. If the service/device is determined to be non-essential, the maximum will have been met and the claim will not be paid.

MEDICAL EXCLUSIONS

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

Alternative Treatments

Acupuncture, aromatherapy, hypnosis, massage therapy, rolling (holistic tissue massage), art, music, dance, horseback therapy, and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in the SPD.

Dental

Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan as described in the SPD. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the medical condition, is excluded. Examples include treatment of dental caries resulting from dry mouth after radiation treatment or as a result of medication. Endodontics, periodontal surgery and restorative treatment are excluded. Diagnosis or treatment of or related to the teeth, jawbones or gums. Examples include: extraction (including wisdom teeth), restoration, and replacement of teeth; medical or surgical treatment of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to accidental-related dental services for which Benefits are provided as described under Dental Services - Accidental Only in the SPD. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services - Accident Only in the SPD. Dental braces (orthodontics). Congenital Anomaly such as cleft lip or cleft palate.

Devices, Appliances, and Prosthetics

Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part as described under Durable Medical Equipment (DME) in the SPD. Examples include foot orthotics, cranial bending, or any orthotic braces available over-the-counter. The following items are excluded: blood pressure cuff/monitor, aneurysm alarm, non-wearable external defibrillator, trusses; and ultrasonic nebulizers. Devices and computers to assist in communication and speech except for speech generating devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment. Oral appliances for snoring. Repair and replacement prosthetic devices when damaged due to misuse, malicious damage or gross neglect. Prosthetic devices. This exclusion does not apply to breast prosthesis, mastectomy bra and lymphedema stockings for which Benefits are provided as described under Reconstructive Procedures in the SPD.

Drugs

The exclusions listed below apply to the medical portion of the Plan only. Prescription Drug coverage is excluded under the medical plan because it is a separate benefit. Coverage may be available under the Prescription Drug portion of the Plan. See the SPD for coverage details and exclusions. Prescription drugs for outpatient use that are filed by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by United HealthCare Services, Inc.), must typically be administered or directly supervised by a qualified provider or licensed/credentialed health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.

Experimental or Other Unproven Services

Experimental or Investigational or Unproven Services, unless the Plan has agreed to cover them as defined in the SPD. This exclusion applies even if Experimental or Investigational Services or Unproven Services, treatments, devices or pharmacological regimens are the only available treatment options for your condition. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in the SPD.

Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in the SPD or when needed for severe systemic disease. Cutting or removal of corns and calluses. Nail trimming, cutting, or deburring. Hygienic and preventive maintenance foot care; and other services that are performed when there is not a localized sickness, injury or symptom involving the foot. Examples include: cleaning and soaking the feet; applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of fall feet. Shoes (standard or custom), shoe orthotics, shoe inserts and arch supports.

Medical Supplies and Equipment

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, diabetic strips, and syringes; urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in the SPD.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in the SPD.
- Ostomy bags and related supplies for which Benefits are provided as described under Ostomy Supplies in the SPD.

Tubing, nasal cannulas, connectors and masks, except when used with Durable Medical Equipment as described under Durable Medical Equipment in the SPD. The repair and replacement of Durable Medical Equipment when damaged due to misuse, malicious breakage or gross neglect and deodorants, filters, lubricants, tape, appliance cleaners, adhesives, adhesive remover or other items that are not specifically identified in the SPD.

Mental Health/Substance Use Disorder

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Services or supplies for the diagnosis or treatment of Mental illness, alcoholism or substance use disorders that, in the reasonable judgment of the Mental Health/Substance Use Disorder Administrator, are any of the following: not consistent with generally accepted standards of medical practice for the treatment of such conditions; not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental; not consistent with the Mental Health/Substance Use Disorder Administrator's level of care guidelines or best practices as modified from time to time; or not clinically appropriate, and considered ineffective for the patient's Mental illness, substance use disorder or condition based on generally accepted standards of medical practice and benchmarks. Mental Health Services as treatments for V-code conditions as listed within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep disorders, sexual dysfunction disorders, feeding disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders, paraphilias (sexual behavior that is considered deviant or abnormal) Educational/Behavioral Services that are focused on primarily building skills and capabilities in communication, social interaction and learning; tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills and primary communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental retardation as a primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclozine, or their equivalents for drug addiction. Intensive behavioral therapies such as applied behavioral analysis for Autism Spectrum Disorders. Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services.

bars. Foods that are not covered include: enteral feedings and other nutritional and electrolyte formulas, including infant formula and donor breast milk unless they are the only source of nutrition or unless they are specifically created to treat refeed errors of metabolism such as phenylketonuria (PKU) - infant formula available over the counter is always excluded; foods to control weight, treat obesity (including liquid diets), lower cholesterol or control diabetes; oral vitamins and minerals; meals you can order from a menu, for an additional charge, during an Inpatient Stay, and other dietary and electrolyte supplements, and health education classes unless offered by United HealthCare Services, Inc. or its affiliates, including but not limited to asthma, smoking cessation, and weight control classes.

battery chargers; breast pumps; car seats; chairs, both chairs, feeding chairs, toddler chairs, chair lifts, recliners; electric scooters; exercise equipment and treadmills; home modifications to accommodate a health need such as ramps, swimming pools, elevators, handrails and stair glides; hot tubs; jacuzzis, saunas and whirlpools; ergonomically correct chairs, non-hospital beds, comfort beds, mattresses, medical alert systems; motorized beds; music devices; personal computers, pillows, power-operated vehicles; radios; saunas; strollers; safety equipment; vehicle modifications such as van lifts; and video players.

procedures); skin abrasion procedures performed as a treatment for acne; treatment of hair loss; varicose vein treatment of the lower extremities, when it is considered cosmetic; Excision or removal of fat deposits considered cosmetic, including fat accumulation under the male breast and nipple; Treatment for skin wrinkles or any treatment to improve the appearance of the skin; Treatment for spider veins; Hair removal or replacement by any means. Replacement of an existing intact breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Treatment of benign gynecomasia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, health club memberships and programs, spa treatments and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded, even if for morbid obesity. Wigs regardless of the reason for the hair loss, except for temporary loss of hair resulting from treatment of a malignancy.

MEDICAL EXCLUSIONS**Procedures and Treatments**

Procedure or surgery to remove fatty tissue such as panniculectomy, abdominoplasty, thighplasty, trachiptasty, or mastopexy. Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and trachiptasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation Services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from injury, stroke, cancer, Congenital Anomaly, or autism spectrum disorders. Speech therapy to treat stuttering, stammering or other articulation disorders. Psychosurgery. Sex transformation operations and related services. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Manipulative treatment to treat a condition unrelated to spinal manipulation and ancillary physiologic treatment rendered to restore/improve motion, reduce pain and improve function, such as asthma or allergies. Manipulative treatment (the therapeutic application of chiropractic and osteopathic manipulative treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function). Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be dental in nature, the following services for the diagnosis and treatment of TMJ: surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracing; craniocervical therapy; orthodontics; occlusal adjustment; dental restorations. Upper and lower jawbone surgery, orthognathic surgery and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic injury, dislocation, tumors, cancer or obstructive sleep apnea. Orthognathic surgery (procedure to correct underbite or overbite) and jaw alignment. Breast reduction except surgery as coverage is required by the Women's Health and Cancer Rights Act of 1980 for which Benefits are described under Reconstructive Procedures in the SPD. Non-surgical treatment of obesity even if for morbid obesity. Surgical treatment of obesity. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Chelation therapy, except to treat heavy metal poisoning.

Providers

Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services ordered or delivered by a Christian Science practitioner. Services performed by an unlicensed provider or a provider who is operating outside of the scope of his/her license. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography.

Reproductive

Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. The following infertility treatment-related services: cryo-preservation and other forms of preservation of reproductive materials, long-term storage of reproductive materials such as sperm, eggs, embryos, ovarian tissue, and testicular tissue, donor services. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. Health services and associated expenses for elective surgical, non-surgical, or drug-induced Pregnancy termination. This exclusion does not apply to treatment of a molar Pregnancy, ectopic Pregnancy, or missed abortion (commonly known as a miscarriage). Services provided by a donor (sabor aide); and parenting, prenatal or birthing classes. Artificial reproduction treatments done for genetic or eugenic.

Services Provided Under Another Plan

Health services for which other coverage is available under another plan, except for Eligible Expenses payable as described in the SPD. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation, no-fault automobile coverage or similar legislation is optional for you because you could elect it, or could have it elected for you. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

Transplants

Health services for organ and tissue transplants, except as denoted under Transplantation Services in the SPD unless United HealthCare Services, Inc. determines the transplant to be appropriate according to United HealthCare Services, Inc.'s transplant guidelines. Mechanical or animal organ transplants, except services related to the implant or removal of a circulatory assist device (a device that supports the heart while the patient waits for a suitable donor heart to become available); and donor costs for organ or tissue transplantation to another person (these costs may be payable through the recipient's benefit plan).

Travel

Health services provided in a foreign country, unless required as Emergency Health Services. Travel or transportation expenses, even if ordered by a Physician, except as identified under Travel and Lodging in the SPD. Additional travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at the Plan's discretion. This exclusion does not apply to ambulance transportation for which Benefits are provided as described in the SPD.

Types of Care

Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain. Custodial care, domiciliary care, Private Duty Nursing, Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are described under Hospice Care in the SPD. Rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

Vision and Hearing

Purchase cost and associated fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Intraocular implants). Purchase cost and associated fitting and testing charges for hearing aids, Bone Anchor Hearing Aids (BAHA) and all other hearing assistive devices. Bone anchored hearing aids except when either of the following applies: for Covered Persons with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid or for Covered Persons with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid. Eye exercise or vision therapy. Surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy.

All Other Exclusions

Health services and supplies that do not meet the definition of a Covered Health Service – see the definition of Covered Health Services in the Glossary in the SPD. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments when: required solely for purposes of education, school, sports or camp, travel, career or employment, insurance, marriage or adoption; or as a result of incarceration; related to judicial or administrative proceedings or orders; conducted for purposes of medical research; required to obtain or maintain a license of any type. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described in the SPD. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply to Covered Persons who are civilians injured or otherwise affected by war, any act of war or terrorism in a non-war zone. Health services received after the date your coverage under the Plan ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Plan ended. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan. Charges that exceed Eligible Expenses or any specified limitation in the SPD. Foreign language and sign language services. Health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services the Plan would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization. Health services when a provider waives the Copay, Annual Deductible or Coinsurance amounts. Autopsies and other coroner services and transportation services for a corpse. Charges for: missed appointments; room or facility reservations; completion of claim forms; or record processing. Charges prohibited by federal anti-backbit or self-referral status. Diagnostic tests that are: delivered in other than a Physician's office or health care facility; and self-administered home diagnostic tests, including but not limited to HIV and pregnancy tests. Vision therapy when rendered in connection with behavioral health disorders, including but not limited to: learning and reading disabilities; attention deficit/hyperactivity disorder; TBI; or dystopia.



Benefit Summary
Outpatient Prescription Drug
Cedar Cliff Local Schools H.S.A. Pharmacy Plan Rx MM

Your Copayment and/or Coinsurance is determined by the tier to which the Prescription Drug List Management Committee has assigned the Prescription Drug. All Prescription Drugs on the Prescription Drug List are assigned to Tier-1, Tier-2 or Tier-3. Find individualized information on your benefit coverage, determine tier status, check the status of claims and search for network pharmacies by logging on to www.myuhc.com or calling Customer Care at the telephone number on the back of your ID card

A deductible and out-of-pocket maximum may apply. Please refer to the medical plan documents for the annual deductible and out-of-pocket maximum amounts, which include both medical and pharmacy expenses. This means that you will pay the full amount we have contracted with the pharmacy to charge for your prescriptions (not just your copayment), until you have satisfied the deductible. Once the deductible is satisfied, your prescriptions will be subject to the copayments outlined below. If you reach the Out-of-Pocket maximum, you will not be required to pay a copayment.

This summary of Benefits is intended only to highlight your Benefits for Prescription Drugs and should not be relied upon to determine coverage. Your plan may not cover all of your Prescription Drug expenses. Please refer to the Prescription Drug section of the Summary Plan Description (SPD) for a complete listing of services, limitations, exclusions and a description of all the terms and conditions of coverage. If this description conflicts in any way with the Prescription Drug section of the SPD, the Prescription Drug section of SPD shall prevail.

Individual Deductible See Medical Benefit Summary
Family Deductible See Medical Benefit Summary

Out-of-Pocket Drug Maximum – Network and Non-Network
Individual Out-of-Pocket Maximum See Medical Benefit Summary
Family Out-of-Pocket Maximum See Medical Benefit Summary

| | Network | Non-Network | Network |
|--------|----------------|--------------------|----------------|
| Tier 1 | No Copayment | No Copayment | No Copayment |
| Tier 2 | No Copayment | No Copayment | No Copayment |
| Tier 3 | No Copayment | No Copayment | No Copayment |

* Only certain Prescription Drugs are available through mail order; please visit www.myuhc.com or call Customer Care at the telephone number on the back of your ID card for more information.

An Ancillary Charge may apply when a covered Prescription Drug is dispensed at your [or your provider's] request and there is another drug that is chemically the same available at a lower tier. When you choose the higher tiered drug of the two, you will pay the difference between the higher tiered drug and the lower tiered drug in addition to your Copayment and/or Coinsurance that applies to the lower tier drug.

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

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

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

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

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

Pharmacy Exclusions

Exclusions from coverage listed in the SPD apply also to this Prescription Drug section. In addition, the following exclusions apply:

- Coverage for Prescription Drugs for the amount dispensed (days' supply or quantity limit) which exceeds the supply limit.
- Prescription Drugs dispensed outside the United States, except as required for Emergency treatment.
- Drugs which are prescribed, dispensed or intended for use during an Inpatient Stay.
- Experimental, Investigational or Unproven Services and medications; medications used for experimental indications and/or dosage regimens determined to be experimental, investigational or unproven, unless UnitedHealthcare and the [Employer Legal Name] have agreed to cover.
- Prescription Drugs furnished by the local, state or federal government. Any Prescription Drug to the extent payment or benefits are provided or available from the local, state or federal government (for example, Medicare) whether or not payment or benefits are received, except as otherwise provided by law.
- Prescription Drugs for any condition, Injury, Sickness or mental illness arising out of, or in the course of, employment for which benefits are available under any workers' compensation law or other similar laws, whether or not a claim for such benefits is made or payment or benefits are received.
- Any product dispensed for the purpose of appetite suppression or weight loss.
- A Pharmaceutical Product for which Benefits are provided in the Summary Plan Description (SPD). This exclusion does not apply to Depo Provera and other injectable drugs used for contraception.
- Durable Medical Equipment. Prescribed and non-prescribed outpatient supplies, other than the diabetic supplies and inhaler spacers specifically stated as covered.
- General vitamins, except the following which require a Prescription Order or Refill: prenatal vitamins, vitamins with fluoride, and single entity vitamins.
- Unit dose packaging of Prescription Drugs.
- Medications used for cosmetic purposes.
- Prescription Drugs, including New Prescription Drugs or new dosage forms, that [Employer Legal Name] determine do not meet the definition of a Covered Health Service.
- Prescription Drugs as a replacement for a previously dispensed Prescription Drug that was lost, stolen, broken or destroyed.
- Prescription Drugs when prescribed to treat infertility.
- Prescription Drugs for smoking cessation.
- Compounded drugs that do not contain at least one ingredient that has been approved by the U.S. Food and Drug Administration and requires a Prescription Order or Refill. Compounded drugs that are available as a similar commercially available Prescription Drug. (Compounded drugs that contain at least one ingredient that requires a Prescription Order or Refill are assigned to Tier 3.
- Drugs available over-the-counter that do not require a Prescription Order or Refill by federal or state law before being dispensed, unless the Plan Administrator has designated the over-the-counter medication as eligible for coverage as if it were a Prescription Drug and it is obtained with a Prescription Order or Refill from a Physician. Prescription Drugs that are available in over-the-counter form or comprised of components that are available in over-the-counter form or equivalent. Certain Prescription Drugs that the Plan Administrator has determined are Therapeutically Equivalent to an over-the-counter drug. Such determinations may be made up to six times during a calendar year, and the Plan Administrator may decide at any time to reinstate Benefits for a Prescription Drug that was previously excluded under this provision.
- New Prescription Drugs and/or new dosage forms until the date they are assigned to a tier by our Prescription Drug List Management Committee.
- Growth hormone for children with familial short stature (short stature based upon heredity and not caused by a diagnosed medical condition).
- A Prescription Drug that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug.
- A Prescription Drug that contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug.
- A Prescription Drug typically administered by a qualified provider or licensed health professional in an outpatient setting. This exclusion does not apply to Depo provera and other injectable drugs used for contraception.

**Appendix L – Classroom Walk Through Observation Report
Cedar Cliff Local Schools Classroom Walk-through Observation Report**

Teacher Name

Grade Level/Subject

Evaluator Name

School Year

Date

Time

Walk Through

___1___2

Directions: This form serves as a record of a walk-through by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below. This record, along with records of additional observations will be used to inform the summative evaluation of the teacher.

Evaluator Observation

- ___ Instruction is developmentally appropriate
- ___ Learning outcomes and goals are clearly communicated to students
- ___ Varied instructional tools and strategies reflect student needs and learning objectives
- ___ Content presented is accurate and grade appropriate
- ___ Teacher connects lesson to real-life applications
- ___ Instruction and lesson activities are accessible and challenging for students
- ___ Lesson content is linked to previous and future learning
- ___ Classroom learning environment is safe and conducive to learning
- ___ Teacher provides students with timely and responsive feedback
- ___ Instructional time is used effectively
- ___ Routines support learning goals and activities
- ___ Multiple methods of assessment of student learning are utilized to guide instruction
- ___ Other

Evaluator Comments:

Teacher Signature/Date

Evaluator Signature/Date

Teacher: _____ Date of Walk-Through: _____

Teachers will receive the Classroom Walkthrough Notification from the evaluator after every walkthrough

Teachers must return this notification form.

Evaluator will check all of the items that apply:

- _____ Reflection section is optional
- _____ No follow up necessary unless requested by the teacher
- _____ Follow up conversation requested:
 - _____ by phone/ I will call at my earliest convenience
 - _____ by email/ I will send you an email with additional information
 - _____ face to face/ Please schedule and appointment

Evaluator's Signature _____ Date: _____

Teacher will check all of the following that apply:

- _____ No follow up conversation necessary. (If so, please sign and date below/return to evaluator)
- _____ I request a follow up conversation.

Teacher's Signature _____ Date: _____

Teacher Reflection (Optional if checked by evaluator, above)

Comment on aspects of your instructional delivery (e.g. activities, grouping of students, materials, resources, etc.). To what extent were they effective in helping the students acquire the learning outcomes for the lesson?

If you had the opportunity to teach this lesson again to the same group of students, is there anything you might do differently? If so, briefly explain below.

Reflecting on the lesson, did you depart from your original plan? If so, briefly describe the reason for the change.

Is there additional information you would like to share about any aspect(s) of the lesson including specific teacher and/or student behaviors that would help the evaluator better understand the lesson observed?

Appendix M – Classroom Observation Report

Cedar Cliff Local Schools Classroom Observation Report

| | | | |
|----------------------|-------------------------|---------------------------|------|
| Teacher Name | School | Grade Level/Subject | |
| Evaluator Name | School Year | Obs. Date | Time |
| Post Conference Date | Announced / Unannounced | Observation __1__ 2__3 | |

Ineffective = I Developing = D Skilled = P Accomplished = A

Instructions: Please score the teacher's performance at the Domain Level using the space provided to provide the teacher with relevant evidence and comments related to the evidence. Evaluators may focus on specific elements reflected in the teacher's growth plan. If so, circle the elements in the left hand column that are the focus of the observation. In addition the evaluator may also include any observed practices and behaviors throughout the observation process and / or cycle.

**INSTRUCTIONAL
PLANNING**

EVIDENCE / COMMENTS

1A Focus For Learning

1B Assessment Data

1C Prior Content
Knowledge and
Sequence Connections

1D Knowledge of Students

**INSTRUCTION AND
ASSESSMENT**

EVIDENCE / COMMENTS

2A Lesson Delivery

2B Differentiation

2C Resources

2D Assessment of Student
Learning

**CLASSROOM
ENVIRONMENT**

EVIDENCE / COMMENTS

3A Classroom Environment

PROFESSIONALISM

4A Professional
Responsibilities

EVIDENCE / COMMENTS

4B Collaboration and
Communication

Classroom Observation Report – Teacher Comments – Use back if needed.

Teacher Signature / Date

Evaluator Signature / Date

INDEX

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