



10/06/11
11-MED-02-0202

2250-01
K27841

NEGOTIATIONS AGREEMENT

BETWEEN THE

COPLEY TEACHERS ASSOCIATION

AND THE

COPLEY-FAIRLAWN BOARD OF EDUCATION

EFFECTIVE JUNE 30, 2011
THROUGH JUNE 29, 2014

TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE 1	RECOGNITION	1
ARTICLE 2	BARGAINING PROCEDURE	2
	2.01 Bargaining Team	2
	2.02 Scope of Bargaining	2
	2.03 Bargaining Time Line	2
	2.04 Agreement	3
	2.05 Impasse	3
	2.06 Miscellaneous	3
ARTICLE 3	GRIEVANCE PROCEDURE	4
	3.01 Definitions	4
	3.02 Purpose and Objectives	4
	3.03 Rights of the Grievant and the Association	4
	3.04 Time Limits	5
	3.05 Procedure	5
	3.06 Miscellaneous	7
ARTICLE 4	ASSOCIATION RIGHTS	7
	4.01 Exclusive Organizational Rights	7
	4.02 Use of School Facilities	7
	4.03 Use of School Equipment	7
	4.04 Bulletin Boards	8
	4.05 Building Access	8
	4.06 Use of Interschool Mail System	8
	4.07 Use of Teachers' Mailboxes	8
	4.08 Association Dues and Fair Share Fee	8
	4.09 Direct Deposit and Other Deductions	9
	4.10 Association Leave	10
	4.11 Superintendent's Advisory Committee	10
ARTICLE 5	REDUCTION IN FORCE	10
	5.01 Definitions	10
	5.02 Reasons for RIF	10
	5.03 Implementation	11
	5.04 Effective Date of RIF	11
	5.05 RIF List	11
	5.06 RIF Determination Procedure	12
	5.07 RIF Notification	13
	5.08 Rights While On Suspension	13
	5.09 Offers of Reinstatement	14
	5.10 Restoration of Benefits and Limited Teaching Contract	14
	5.11 Preference for Positions	15
	5.12 End of a RIF Situation	15
	5.13 Seniority	15
	5.14 Superseding State Law	17
ARTICLE 6	WORKING CONDITIONS	17
	6.01 School Year	17
	6.02 School Day	18
	6.03 Substitute Teachers	19
	6.04 Part-Time Teachers	19
	6.05 Class Size	19
	6.06 Assistance for Teachers	21
	6.07 Schedules for Teachers with Special Needs Students	21
	6.08 Special Class Instruction	21
	6.09 Traveling Teachers	22

	6.10	Special Projects	22
	6.11	Special Needs Students	22
	6.12	Medication and Medical Procedures	23
	6.13	Schedules for Teachers Serving on Committees	24
	6.14	Local Professional Development Committee	24
	6.15	Teacher Induction/Entry Year Study Committee	24
ARTICLE 7	TEACHING DUTIES		25
	7.01	Extended Service Teaching Duties	25
	7.02	Preparation Time	25
	7.03	Teacher Meetings and/or Inservice Meetings	25
ARTICLE 8	SUPPLEMENTAL CONTRACTS		26
		Supplemental Contracts	26
ARTICLE 9	EVALUATION PROCEDURE		32
	9.01	Purpose	32
	9.02	Teachers to be Evaluated	32
	9.03	Procedures	32
	9.04	Observations	33
	9.05	Identification of Deficiencies	33
	9.06	Finalization of Evaluation	33
	9.09	Absence During Evaluation Period	34
ARTICLE 10	NON-RENEWAL		34
	10.01	Definitions	34
	10.02	Granting of Continuing Contracts	35
	10.03	Extended Limited Contract	35
	10.04	Employment Options Following Extended Limited Contract	37
	10.05	Limited Contract	37
	10.06	Effect of Failure to Make Recommendations	37
	10.07	Rights Upon Receipt of Notice of Non-Renewal	38
	10.08	Notices	39
ARTICLE 11	PERSONNEL FILE		40
	11.01	Official File	40
	11.02	Access	40
	11.03	Disputed Information	41
	11.04	Confidentiality	41
ARTICLE 12	VACANCY, TRANSFER AND POSTING		41
	12.01	Posting	41
	12.02	Voluntary Transfers	41
	12.03	Involuntary Transfers	42
	12.04	Transfers	42
ARTICLE 13	LEAVES		42
	13.01	Sick Leave	42
	13.02	Personal Leave	44
	13.03	Professional Study Leave	45
	13.04	Assault Leave	47
	13.05	Jury Duty Leave	48
	13.06	Extended Illness Leave	48
	13.07	Parental Leave	48
	13.08	Military Leave	49
	13.09	Professional Leave	50
	13.10	Benefits While On Leave	50
	13.11	Donation of Sick Leave	50
	13.12	Family and Medical Leave Act of 1993 (FMLA)	51
	13.13	Unauthorized Absence	52
ARTICLE 14	EMPLOYMENT PRACTICES		52
	14.01	Individual Teaching Contracts	52
	14.02	Salary Placement and Adjustment	53

	14.03	Pay Periods	54
	14.04	Severance Pay	54
	14.05	Mileage Reimbursement	55
	14.06	Spot Substitution	55
	14.07	Curriculum Development/Writing	55
	14.08	Retirement Incentive Plan	55
	14.09	Summer School/After School/Home Instructor Assignment	56
	14.10	Job Sharing	56
ARTICLE 15	INSURANCE		57
	15.01	Group Insurance	57
	15.02	Life Insurance	60
	15.03	Workers' Compensation	60
	15.04	Chest X-Ray or Tuberculin Skin Test	61
	15.05	Opt-Out	61
	15.06	IRS Section 125 Plan	61
	15.07	Miscellaneous	61
	15.08	Insurance Committee	61
ARTICLE 16	GENERAL PROVISIONS		62
	16.01	Complete Agreement	62
	16.02	Managements Rights	62
	16.03	Provisions Contrary to Law	62
	16.04	Printing of Agreement	62
	16.05	Duration	63
	16.06	Midterm/interim Bargaining	63
APPENDIX	A	APPLICATION FOR PERSONAL LEAVE	64
APPENDIX	B	SALARY SCHEDULE INDEX	65
APPENDIX	C	SALARY SCHEDULE EFFECTIVE 8/1/2011 - 7/31/2014	66
APPENDIX	D	TUTORS RIGHTS AND BENEFITS	67
APPENDIX	E	AUXILIARY SERVICE PERSONNEL	68
APPENDIX	F	GRIEVANCE FORM - LEVEL II	69
APPENDIX	G	GRIEVANCE DISPOSITION	70
APPENDIX	H	GROUP HEALTH INSURANCE PLAN BENEFITS	71
APPENDIX	I	TEACHER APPRAISAL FORM	75
APPENDIX	J	NARRATIVE APPRAISAL FORM	77
APPENDIX	K	PERFORMANCE OBJECTIVE FORM	78
APPENDIX	L	COMPUTER NETWORK/INTERNET USER GUIDELINES AND AGREEMENT	80
APPENDIX	M	COMPUTER NETWORK TEACHER AGREEMENT FORM	83
APPENDIX	N	COORDINATION OF BENEFITS QUESTIONNAIRE (SPOUSAL WAIVER FORM)	84
APPENDIX	O	VERIFICATION FOR ATTENDANCE BONUS INDEX	85 86

ARTICLE 1. RECOGNITION

1.01 RECOGNITION

1.011 The Board of Education of the Copley-Fairlawn City School District ("Board") recognizes the Copley Teachers Association ("Association"), OEA/NEA, as the sole and exclusive bargaining representative for members of the bargaining unit, which includes all regularly employed, full- and part-time classroom teachers, special teachers, guidance counselors, gifted coordinators, speech and hearing therapists, librarians under contract with the Board, long-term substitute teachers and excludes specifically all employees of the Board whose contracts are issued in accordance with Ohio Revised Code 3319.01 and 3319.02, casual substitute teachers and noncertified employees.

1.012 Regularly employed, hourly paid tutors are also included in the bargaining unit defined above. Tutors shall have only those rights and benefits found in Appendix D of this document.

1.013 Regularly employed Auxiliary Service Personnel are also included in the bargaining unit defined above. Auxiliary Service Personnel shall have only those rights and benefits found in Appendix E of this document. "Auxiliary Service Personnel" are those employees in a program under R.C. 3317.06 whereby State and Federal monies can be used for program and personnel in nonpublic schools. Monies must flow through the treasurer's office of the public school in which the nonpublic school is located.

1.014 Long Term Substitutes

- A. Long-term substitutes are defined as substitute teachers placed in one assignment for more than sixty (60) days. By the 61st day of employment, all long-term substitutes shall receive a written contract of employment. Long term substitutes may be utilized to fill positions that are open due to approved leaves of absence.
- B. The duration of employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher.
- C. Neither the provisions of Article 5, Reduction in Force, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to long-term substitutes, whose contracts may be suspended at any time without recourse as the needs of the Board so dictate.
- D. Neither the provisions of Article 9, Evaluation Procedure nor the provisions of Section 3319.111 or Section 3319.11, Ohio Revised Code shall apply to long-term substitute.

- E. Long term substitutes will be informed of their status upon employment.
- F. Beginning with the 61st day of employment, Long-term substitutes shall be placed on the BA-0 step of the salary schedule.
- G. If the employment of a long term substitute extends beyond one year, the long term substitute shall be advanced to the next step of the pay scale, assuming that they worked a minimum of one hundred twenty (120) days of at least three and one-half (3 ½) hours per day in the prior year.
- H. To the extent that the provisions of this Article conflict with the Ohio Revised Code, they shall supersede and replace same. Except as otherwise specified above, nothing herein shall be deemed to affect the rights and benefits of long-term substitutes available under this Agreement and law.

ARTICLE 2. BARGAINING PROCEDURE

2.01 BARGAINING TEAM

Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the Association. Each team shall have no more than seven (7) members.

2.02 SCOPE OF BARGAINING

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

2.03 BARGAINING TIMELINE

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

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

2.033 At the initial negotiations session, the Board and the Association will notify the State Employment Relations Board (SERB) of the commencement of negotiations and of the parties' agreement that the impasse procedures identified in this Contract will be exclusively

employed in place of procedures found in Ohio Revised Code 4117.10 and 4117.14.

2.04 AGREEMENT

2.041 During the course of negotiations, items agreed to shall be reduced to writing and initialed by representatives of each negotiating team. It is understood that such initialing signifies a tentative agreement subject always to ratification by both parties.

2.042 When tentative agreement is reached on all issues, the tentative agreement shall be reduced to writing and promptly submitted for ratification by the Association. If the Association ratifies the tentative agreement, the same will be submitted to the Board for ratification. Upon ratification of the Agreement by the Board, the Agreement shall be entered into the minutes of the Board.

2.05 IMPASSE

If an agreement is not reached at least fifty-one (51) days before the expiration of the current Agreement, either party may declare the unresolved issues to be at impasse. If either party declares impasse, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to appoint a mediator for the purpose of assisting the parties in reaching an agreement. In the event that the services of a mediator are called upon, the mediation process shall last for a minimum of ten (10) days or until the expiration date of the Contract, whichever is less.

It is agreed that the procedures set forth in this Section constitute a mutually agreed dispute settlement procedure which supersedes the procedures contained in ORC 4117.14, except that the Association does retain the right to strike by following the procedures required in ORC Chapter 4117.

2.06 MISCELLANEOUS

2.061 Negotiation Notes: Each of the parties may take notes of each session as desired.

2.062 Exchange of Information: Either party shall furnish upon written request of the other, within a reasonable time, all regularly and routinely prepared information concerning the issues under consideration.

2.063 Submission of Issues: Unless an alternative bargaining process is selected by the mutual agreement of the parties, all issues proposed for negotiations shall be submitted in contract proposal form and exchanged by the parties at the initial meeting. Topical listings ("laundry list") shall constitute a clear failure of compliance with this requirement and may be disregarded. No new issues shall be submitted after the initial meeting unless mutually agreed to by the parties.

2.064 Assistance: The parties may call upon professional or lay consultants to consider matters under discussion and to make suggestions. The cost of

such consultants shall be borne by the parties requesting them. The party seeking to use the consultant shall advise the chief negotiator for the other team of the identity of the consultant and the subject to be addressed at least twenty-four (24) hours in advance of the consultant's appearance at a negotiation session.

ARTICLE 3. GRIEVANCE PROCEDURE

3.01 DEFINITIONS

A "grievance" is an alleged violation, misinterpretation, or misapplication of the written provisions of this Agreement.

An "aggrieved" is a professional staff member, a group of staff members, or the Association.

A "party in interest" is any person who may be required to take action or against whom action may be taken in order to resolve a grievance.

"Days" shall be regular working days.

3.02 PURPOSE AND OBJECTIVES

The primary purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise from time to time. Both the Board and the Association agree that grievance proceedings shall be handled in a confidential manner to the extent permitted by law.

3.03 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

3.031 The Association will designate one (1) or more representatives for processing grievances in each building. The names of the designated representatives shall be given to the Principal of the building concerned and to the Superintendent within one (1) week after such designation.

3.032 An aggrieved person at his/her sole choosing may appear on his/her own behalf or may be represented at any or all steps of the grievance procedure by an Association representative.

3.033 Decisions rendered at each step of the grievance procedure will be made in writing on the appropriate form, setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest.

3.034 No records, documents, or communications concerning a grievance will be placed in the personnel file of any of the participants. Records of the grievance will be kept confidential, except to the extent required by law.

3.035 All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the grievance procedure at which the Administrator hearing the grievance has authority to make a decision.

- 3.036 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
- 3.037 Nothing in this Contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any step of the grievance procedure. A grievance may be withdrawn at any step of the grievance procedure without prejudice.
- 3.038 Any dispute which is the subject of a grievance is to be resolved through the grievance procedure of this Agreement.

3.04 TIME LIMITS

- 3.041 The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
- 3.042 If any grievance is not initiated at Level One within twenty (20) days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. However, if a condition is recurring, the twenty (20) day time limit will be measured from the most recent occurrence.
- 3.043 With the exception of Level Four, all grievances must be appealed to the next step within five (5) days. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

3.05 PROCEDURE

- 3.051 Level One: Informal Discussion -- A professional staff member with a grievance should first discuss it with his/her Immediate Supervisor or Principal, either individually or with a representative, to try to prevent it from becoming a formal grievance entailing the use of the following procedure. The staff member shall inform the Immediate Supervisor or Principal at this meeting that he/she is pursuing the informal stage of the grievance procedure.
- 3.052 Level Two: In the event the informal discussion has not resolved the issue, and an aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may, within five (5) days after the Level One meeting with the Immediate Supervisor or Principal, formally submit the grievance to Level Two by utilizing the written grievance form (Appendix F).

Within five (5) days after receipt of the Level Two grievance, the Principal shall convene a hearing. Participants at the hearing shall include the Principal/Administrator, grievant, Association representative, and any other person who may be able to provide further information to resolve the grievance. The Principal/Administrator shall render to the grievant a written decision by utilizing the written grievance disposition form (Appendix G) within five (5) days from the close of the hearing, with a copy to the Association.

- 3.053 Level Three: In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within five (5) days, file the grievance at Level Three.

The Superintendent/designee will, within five (5) days, conduct a hearing concerning the grievance. Participants at the hearing shall include the Superintendent/designee, Principal/Administrator, grievant, Association representative, and any other person who may be able to give information to help resolve the grievance. Within five (5) days from the close of the hearing, the Superintendent shall issue a written decision to the grievant, with a copy to the Association.

- 3.054 Level Four: If the grievance is not resolved at Level Three, the Association shall determine whether to refer the grievance to arbitration.

The Association's request for arbitration shall be made within fifteen (15) days following the receipt of the disposition of the grievance at Level Three. The Association shall petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.

Once the arbitrator has been selected, he/she shall proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application.

The parties may mutually agree to utilize the services of another arbitration service.

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 the parties. 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 Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her or to submit observations or

declarations of opinion which are directly essential in reaching the determination. If an issue of arbitrability is raised, the arbitrator shall first determine whether the grievance is arbitrable before deciding the merits of the case.

The arbitrator shall in no way interfere with management prerogative involving 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.

The costs for arbitration shall be shared equally by the Board and the Association. Either party may request Expedited Arbitration under AAA rules which will proceed upon mutual agreement of the parties.

3.06 MISCELLANEOUS

3.061 Nothing contained herein will be construed as limiting the right of any professional staff member having a complaint or problem to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Contract and the Association has been given the opportunity to be present at such adjustment and to state its views.

3.062 The Association may have a witness present at all formal steps of the grievance procedure.

ARTICLE 4. ASSOCIATION RIGHTS

4.01 EXCLUSIVE ORGANIZATIONAL RIGHTS

All rights and privileges provided in this Section shall be exclusively granted to the Association as the sole and exclusive bargaining agent.

4.02 USE OF SCHOOL FACILITIES

The Association and/or its representatives will be entitled to use school buildings at reasonable hours without cost, provided such use does not interfere with normal operations of the schools. The regular application procedure for use of the building shall be followed. When special custodial services are needed, the Board may make a reasonable charge.

4.03 USE OF SCHOOL EQUIPMENT

The Association may use equipment located within the building for Association business, provided that such use does not conflict with school business. The Association may be billed for the actual cost of all materials used.

4.04 BULLETIN BOARDS

The Association shall be entitled to use designated space on bulletin boards, accessible to teachers in each building, for posting of Association materials.

4.05 BUILDING ACCESS

The President of the Association or his/her designated representative(s) may visit schools. Upon arrival, the President or his/her designated representative(s) shall notify the Principal of his/her presence in the building and the purpose of his/her visit. Visits to schools must not interfere with teaching and other duties assigned by the Board and the Administration or with other school needs.

4.06 USE OF INTERSCHOOL MAIL SYSTEM

The Association shall have the right to use the interschool mail and email system.

4.07 USE OF TEACHERS' MAILBOXES

The Association shall have the right to place materials into individual teacher's mailboxes in school buildings.

4.08 ASSOCIATION DUES AND FAIR SHARE FEE

4.081 The Board will deduct, beginning on the first pay in October, from the pay of each bargaining unit employee who in writing so authorizes it to do so, the required amount of fees for the payment of Association dues in ten (10) equal semi-monthly payments. Corresponding deductions shall be made beginning on the first pay in February for those teachers who join the Association in mid-year. The authorization shall comply with the provisions of Article 4 (ASSOCIATION RIGHTS), Section 4.09 (Direct Deposit and Other Deductions).

4.082 The Association recognizes its obligation to represent all members of the bargaining unit, fairly and equitably, whether or not they are members of the Association. The Association will keep the Board's Treasurer advised at all times of: (a) the amount of dues, and (b) the names of its members. The Treasurer will deduct the Fair Share Fee from the paychecks of bargaining unit members who elect not to join the Association. The Fair Share Fee shall be equal for all nonmembers, and shall not exceed dues paid by members.

4.083 It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to Federal law and provisions of R.C. 4117.09(C).

4.084 The Fair Share Fee provided for by this Section shall be collected from all members of the bargaining unit, not members of the Association, on a semi-monthly basis beginning the first pay after January 15. Failure of an employee to pay the required Fair Share Fee shall give the Association a right to bring legal action against the employee in a court of competent

jurisdiction. No member of the bargaining unit is required by this Agreement to become a member of the Association.

- 4.085 Any person who objects to paying the Fair Share Fee because of religious beliefs shall be exempted from paying any Fair Share Fee or Union dues, as provided in R.C. 4117.09(C).
- 4.086 The Association agrees to hold the Board harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of Fair Share Fees or dues; to indemnify the Board for any liability imposed on it as a result of any such suit, claim, or administrative proceeding; to provide legal defense for the Board in any such suit, claim, or administrative proceeding; and to reimburse the Board for any and all expenses incurred by the Board in any such suit, claim, or administrative proceeding, including court costs. The Association shall designate counsel. The Board agrees to cooperate with the Association and its counsel in the defense of any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of Fair Share Fees.
- 4.087 All monies from Association memberships shall be remitted to the Association's Treasurer in a timely manner.
- 4.088 The Board agrees to honor continuous dues deduction authorizations executed in accord with this Article. Such authorizations may be revoked only in writing, with such revocation received by the Office of the Treasurer during the period of September 1 through September 15 each year.
- 4.089 If the bargaining unit member leaves the employ of the Board prior to complete payment of the dues owed for that year, the remainder owed shall be deducted from the final paycheck of the member. It shall be the responsibility of the Association to collect the remainder after the final deduction, if the paycheck is insufficient to pay the dues owed. This provision shall not apply if appointment is ended due to the death of the bargaining unit member.

4.09 DIRECT DEPOSIT AND OTHER DEDUCTIONS

All employees will be paid through direct deposit. Upon receipt of written authorization for same from a bargaining unit member, the Board will also make payroll deductions for the following:

- 4.091 Dues for the Local Education Association and its affiliates
- 4.092 Annuities
- 4.093 Credit Union
- 4.094 Insurance Payments

4.095 FCPE1

4.096 Savings Bonds as per Treasurer's procedure

4.097 Tax-deferred retirement accounts, such as 403(b) and 457 plans, pursuant to guidelines developed by the Board

4.098 Such other deductions as determined appropriate by the Treasurer

4.10 ASSOCIATION LEAVE

The Association shall be granted up to a total of ten (10) days per year, with pay, for attendance at Association related activities as determined by the Association.

4.11 SUPERINTENDENT'S ADVISORY COMMITTEE

The Superintendent's Advisory Committee will be scheduled to meet four (4) times per year. Additional meetings may be called upon mutual agreement between the Superintendent and the Association President. The CTA may be represented by up to five (5) members and the Superintendent may have up to four (4) additional non-bargaining unit members at each meeting, unless mutual agreement is made between the Superintendent and Association President to extend these limits.

ARTICLE 5. REDUCTION IN FORCE

5.01 Definitions

5.011 A "Reduction In Force (RIF)" shall mean the suspension of teacher contracts after attrition (i.e., not replacing teachers who resign, retire, or are otherwise not returning to the District) and as a result of the elimination of bargaining unit positions in whole or in part in keeping with the provisions of law and this Article.

5.012 "Teaching field" shall mean area(s) of certification/licensure.

5.013 The provisions of this Article 5 do not apply to supplemental contracts.

5.014 Substitute teachers do not have any rights under this Article.

5.015 "Suspension" of a contract refers to a reduction in whole or in part of a teaching position.

5.02 Reasons for RIF

¹ It is understood by the parties that as of the date of this contract, the legal status of Ohio Revised Code Section 3599.031 (H) and (I) was in doubt. Therefore, pending final determination of the legality of that provision, which prohibits payroll deductions for political action committees (PAC's), the parties agree that the Board of Education will suspend its practice of deducting such amounts. If and when a final determination is made, FCPE deductions will either be allowed for interested employees or eliminated.

The Board may implement a reasonable RIF for the reasons set forth in Ohio Revised Code Section 3319.17 and as further discussed below:

- 5.021 Decreased enrollment of pupils, either District-wide or within a grade level or specific area of certification/licensure.
- 5.022 Return of a teacher from a leave of absence to a bargaining unit position.
- 5.023 Suspension of schools or territorial changes affecting the District.
- 5.024 Demonstrable budgetary considerations, including loss of funding from special programs or grants.

5.03 Implementation

- 5.031 If the Board determines a RIF situation may exist for the succeeding school year, the Association shall be notified in writing not later than thirty (30) days prior to the Board meeting at which action on such RIF is taken.
- 5.032 Such notification shall include reasons for the RIF, the positions to be eliminated, the names of the affected teachers, and the date of implementing the RIF.
- 5.033 Within ten (10) days of receipt of said notification, representatives of the Board and the Association shall meet to review the proposed RIF.
- 5.034 The Association may provide input to the Board in connection with its consideration of a RIF, in writing or by oral presentation, at the Board meeting at which such action is taken.
- 5.035 The Board shall act on or before May 15 to implement a RIF for the succeeding school year.

5.04 Effective Date of RIF

The effective date of any RIF shall be the first day of the affected teacher's contract for the succeeding school year.

5.05 RIF List

The RIF list shall include the following:

Name of teacher

Limited or continuing contract

Date of seniority

Subject area(s) of certification/licensure for bargaining unit positions on file with the Board as of the preceding March 1.

Current position, employment status (full-time, regular part-time, hourly, etc.).

This list will be prepared according to seniority, with the most senior teacher first and the least senior last.

5.06 RIF Determination Procedure

When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of reducing the number of bargaining unit employees:

- 5.061 Attrition: The need for a reduction in force and suspension of contracts in whole or in part may be eliminated or reduced by not replacing teachers leaving the employment of the Board due to resignation, retirement, or approved leaves of absence.
- 5.062 Teachers with limited contracts in order of seniority who are certificated/licensed in the teaching field affected. Exceptions to preference for retention based upon length of service in the field may be made to insure retention of a particular skill that is needed or to comply with State and Federal laws relating to employment matters.
- 5.063 Teachers with continuing contracts in order of seniority who are certificated/licensed in the teaching field affected.
- 5.064 A suspended limited teaching contract will not be renewed beyond the teacher's period of recall rights.
- 5.065 If the position of a teacher in one "teaching field affected" is eliminated due to reduction in force, and the teacher in that position is also certified/licensed in another teaching field or fields, the teacher may move to the seniority list of any other area of his/her certification/licensure. The least senior teacher in that area of certification/licensure shall then be the teacher whose contract is suspended.

If the teacher in this second area of certification/licensure is also certified/licensed in another teaching field, that teacher shall then have the same option stated above. The process shall continue until all available bumping rights are exhausted.

- 5.066 If the full-time position of a teacher is eliminated due to RIF, and a part-time position in that same teaching field is available, the teacher whose full-time position is eliminated may elect to accept the part-time position. In that event, such teacher is not placed on the recall list. However, in the event a full-time position subsequently becomes available in that teacher's area of certification/licensure, the teacher who had accepted the part-time position shall have the right to transfer into the then available full-time position unless there is a more senior teacher, in the affected field, on the recall list. If the recall list contains a teacher more senior in the affected

field than the part-time teacher, the most senior of the two shall receive the full-time position. The other teacher in that teaching field shall be offered the part-time position.

- 5.067 If the full-time position of a teacher is suspended in part due to a RIF, the teacher whose full-time position is suspended in part may elect to reject the part-time position and be placed on the recall list. In the event a full-time position subsequently becomes available in that teacher's area of certification/licensure, the teacher who had rejected the part-time position shall have the right to transfer into the then available full-time position unless there is a more senior teacher, in the affected field, on the recall list. If the recall list contains a teacher more senior in the affected field than the teacher whose position was suspended in part, the most senior of the two shall receive the full-time position.

5.07 Rif Notification

A teacher whose teaching contract is to be suspended in whole or in part by reason of a RIF shall be notified in writing at least fifteen (15) days prior to the date of Board action implementing such suspension. Said notice will state that the action is a suspension of the individual contract, the reason for the RIF, the effective date of the suspension, and will include a description of layoff and recall rights of the teacher.

5.08 Rights While on Suspension

5.081 Right to Substitute

- A. A member of the bargaining unit whose teaching contract has been suspended by reason of a RIF will be placed on the substitute rolls of the District. The Board will attempt to call first, for casual substitution, those teachers who have a right to an offer of reinstatement.
- B. A member of the bargaining unit whose teaching contract has been suspended by reason of a RIF and who is certified/licensed for the position will be given preference in long-term substitute assignments.
- C. The refusal of a teacher, whose teaching contract has been suspended by reason of a RIF, to accept an offer to substitute shall not waive his/her rights under Section 5.08 nor his/her right to preference in future assignments as a substitute.

5.082 Right to Insurance Benefits: Insurance coverage(s) shall be continued for a teacher whose teaching contract has been suspended by reason of RIF upon his/her payment of the premium(s) in accordance with the provisions of Section 13.11 (Benefits While On Leave) of this Agreement.

5.083 Right to Have Additional Certification/Licensure Recognized: A teacher whose teaching contract has been suspended may file with the Board, additional certificates/licenses earned/received while on layoff status. In

this event, such additional certification/licensure shall be recognized and the teacher shall thereafter be eligible for recall in the teaching field of the new certification/licensure.

5.09 Offers of Reinstatement

5.091 Right to Reinstatement

- A. A member of the bargaining unit whose continuing teaching contract is suspended shall have the right to an offer of reinstatement in any teaching field in which such member is certified/licensed prior to any offer of reinstatement to a similarly certificated/licensed teacher with a suspended limited teaching contract.
- B. A member of the bargaining unit whose limited teaching contract has been suspended will be offered reinstatement should an opening occur in a teaching field for which he/she is certificated/licensed, if such opening occurs within twenty-seven (27) calendar months following his/her last day of regular teaching in the District.

5.092 Eligibility for Reinstatement: To be eligible for an offer of reinstatement, the teacher must keep the Board informed in writing of his/her current address and telephone number.

5.093 Reinstatement Procedure: Offers of reinstatement shall be made in order of seniority in each area of teaching contract status.

5.094 Notice of Reinstatement: A notice of offer of reinstatement shall be made by certified United States Mail, return receipt requested, to the last address provided to the Board by the teacher.

5.095 Waiver of Reinstatement Rights: All rights to reinstatement are waived by any of the following:

- A. The teacher's rejection of an offer of reinstatement to a full-time position.
- B. The teacher's failure to accept such an offer within two (2) weeks of the date of its mailing.

5.10 Restoration of Benefits and Limited Teaching Contract

5.101 Benefits: All benefits to which a member of the bargaining unit was entitled at the time of the suspension of his/her teaching contract will be restored upon his/her reinstatement. He/She will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education. A member of the bargaining unit will not receive increment credit for time spent on suspension. A teacher will not

lose seniority while on suspension, but will not accumulate additional seniority during such period.

5.102 Limited Teaching Contract

- A. Where a teacher has had a multi-year limited teaching contract suspended prior to its expiration and he/she is reinstated prior to the expiration of such contract, he/she shall hold a limited teaching contract for the remainder of the term of that contract.
- B. Where a teacher is suspended at the expiration of a limited teaching contract or where such contract expires during a suspension and the bargaining unit member is subsequently reinstated, such reinstatement shall be on the basis of a limited teaching contract for one (1) year.

5.11 Preference for Positions

No new hire shall be employed for a bargaining unit position until after all laid-off bargaining unit members on the recall list who are certificated/licensed for such position have been offered such position.

5.12 End of a RIF Situation

A RIF situation will end when:

- 5.121 All teachers laid off are returned to active employment; OR
- 5.122 No names remain on the recall list referred to above.

5.13 Seniority

5.131 "Seniority" shall mean the length of continuous employment in a bargaining unit position as follows:

- A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.
- B. Seniority shall accrue for all time an employee is on active pay status or is receiving Workers' Compensation benefits.
- C. Time spent on inactive pay status (unpaid leave or layoff), or time spent in the employ of the Board but in a non-bargaining unit position, shall not contribute to the accrual of seniority but shall not constitute a break in seniority.
- D. Teachers shall accrue one (1) year of seniority for each year of service. A year of service shall consist of at least one hundred twenty (120) days, each of at least four (4) hours in paid status in a bargaining unit position (exclusive of supplemental duties or days

of extended service for which a supplemental contract has been issued).

- E. No teacher shall accrue more than one (1) year of seniority in any work year.

5.132 Seniority List

- A. The seniority list shall be posted annually in each building within ninety (90) calendar days of the first day of school, and a copy provided to the Association President.
 - 1. The names of teachers on the seniority list shall appear in seniority rank order within areas of certification/licensure, with the name of the most senior teacher appearing at the top of the listing and the name of the least senior teacher appearing at the bottom of the listing.
 - 2. The names of teachers who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification/licensure.
 - 3. Specialists in Art, H.P.E., Library Science, Vocal Music, Instrumental, and Special Education shall be K-12, if applicable.
 - 4. The names of part-time teachers shall appear on the seniority list but shall be listed separately from the names of full-time teachers.
 - 5. Suspension of tutor contracts pursuant to a reduction in force shall be by seniority utilizing the process set forth herein.
- B. Any asserted errors in the posted list must be brought to the attention of the Superintendent within thirty (30) days of posting, otherwise the list is deemed correct as posted.
- C. Ties in seniority shall be broken by the following method to determine the most senior teacher:
 - 1. The teacher with the earliest date of uninterrupted employment in a bargaining unit position; THEN
 - 2. The teacher with the earliest date on which the Board acted to employ that teacher; THEN
 - 3. The date the teacher's application was received by the Board; THEN

4. By lottery, with the most senior teacher being the one whose name is drawn first. This procedure shall be implemented in the presence of a designated Association representative.

5.14 Superseding State Law

It is the express understanding and agreement of the parties hereto that the provisions of Article 5 may not conflict with the requirements of Revised Code Section 3319.17, but in all other respects shall supersede and take the place of Revised Code Section 3319.17.

ARTICLE 6. WORKING CONDITIONS

6.01 SCHOOL YEAR

6.011 The school calendar shall be adopted annually by the Board of Education and shall designate:

- A. Workdays with students; and
- B. Workdays without students; and
- C. Dates of Parent/Teacher Conferences in each school.

6.012 The Board of Education shall annually develop and adopt the school calendar. Input into calendar development will be accepted from the Association prior to Board adoption. While recognizing that development of the school calendar requires coordination of many interests both within and outside of this District, every reasonable effort will be made to begin the teacher's work year on a Monday, end the teacher's work year on a Wednesday, Thursday or Friday, and to schedule records day for the second semester on a Friday.

6.013 Annually, the school calendar shall not include more than the following:

- A. Days with students: one hundred eighty (180) [including two (2) full days or four (4) half-days for Parent/Teacher Conference];
- B. One (1) day for an opening staff meeting;
- C. One (1) day devoted to teacher record preparation at the end of each semester;
- D. One (1) in-service day.

In addition, NEOEA Day will be included in the school calendar as a non-paid day on which no teacher work is scheduled.

6.014 If the length of the school year is increased, the salary schedule shall be increased on a prorata basis.

6.02 SCHOOL DAY

- 6.021 The normal teacher day shall not exceed seven (7) hours and ten (10) thirty (30) minutes in all schools and shall include a thirty (30) minute duty-free lunch.
- 6.022 The starting times may vary from building to building, depending upon scheduling needs.
- 6.023 Teachers who do not have pre- and post-school assigned duties, duties which shall be assigned on a rotating basis, shall be on duty not less than ten (10) twenty (20) minutes before the beginning of the student day. The Building Principal may adjust the time before and after the student day to meet the particular requirements of each building, but the adjustment shall be no greater than plus or minus ten (10) twenty (20) minutes, and the combined time shall not extend the teacher day beyond seven (7) hours and ten (10) thirty (30) minutes. Any such adjustment shall apply to all staff in that building and shall be applicable for the entire year.
- 6.024 Teaching personnel are encouraged to attend as many school-community oriented meetings as possible. Where parent/teacher organizations exist, strong teacher participation is encouraged.
- 6.025 Teachers shall not be required to attend more than three (3) evening programs/functions per year, in addition to regularly scheduled Parent/Teacher Conferences. Traveling teachers shall be required to attend no more evening programs than those teachers assigned to a single building.
- 6.026 Except for activities related to Section 6.14 and 6.15, teachers shall be paid a stipend of twenty-five dollars (\$25.00) for participation in any program(s) in which the teacher's participation/preparation is required by the Administration, above the requirements outlined in Section 6.025, above.
- 6.027 Except for activities related to Section 6.14 and 6.15, services by teachers on days or hours in addition to those established in the school calendar, related to or sponsored by the Board, are not a part of the teacher workload and shall be paid at the teacher's per diem rate. This does not apply to hourly paid curriculum or other work as specified in this Agreement, nor does it apply to calamity days on which teachers are not required to work.
- 6.028 Parent-Teacher conferences shall be scheduled as follows:
- | | |
|-----------------------------------|---|
| K through 8 th Grade | Three (3) evening conferences in the Fall and one (1) evening conference in the Spring. |
| Preschool and Grades 9-through 12 | Two (2) evening conferences in the Fall and two (2) evening conferences |

in the Spring.

6.03 SUBSTITUTE TEACHERS

The Board shall make every effort to provide a substitute teacher to cover the classes of any teacher absent from school for one-half (½) day or more.

6.04 PART-TIME TEACHERS

6.041 A part-time teacher is any teacher scheduled to perform bargaining unit work for less than thirty hours per week. A K-6 teacher who teaches three and one-half (3½) hours, or a 7-12 teacher who teaches three (3) classes, shall receive a paid planning period equal to that of a full-time teacher.

6.042 Part-time teachers shall be paid for their total time listed above on a prorata basis..

6.05 CLASS SIZE

The Board of Education recognizes that class size can be an important factor in providing quality education and will continue, within budgetary limitations, to maintain class sizes which provide the best opportunities for students to develop their potential. Teachers experiencing challenging class sizes may request enrollment teaching assistants.

6.051 A. Kindergarten - 1: Teachers shall have a maximum of twenty-three (23)² students. If class size exceeds that number, an enrollment aide will be assigned. An exception to this provision may be made in the event that a new child(ren) moves into the District after the beginning of the school year; or, if due to financial or physical facility considerations, it is impractical to split the class or remove students.

B. Grades 2 through 4: In grades 2 through 4, the Administration shall strive for uniformity in class size, whenever possible, for the benefit of the teaching staff and especially the students. Every reasonable effort shall be made to keep all classes at a twenty-five (25) student maximum. Should class sizes exceed twenty-seven (27) students, an enrollment aide will be provided upon request of a teacher up to three (3) hours per day.

C. Grade 5-6: In grades 5-6, the Administration shall strive for uniformity in class size, whenever possible, for the benefit of the teaching staff and especially the students. Every reasonable effort shall be made to keep all classes at a twenty-five (25) student maximum. Efforts shall be made to

² Board policy will be amended to reflect this change.

provide a common planning time to facilitate team planning.

- D. Middle School (Grades 7 and 8): Middle School teachers shall be assigned no more than five (5) instructional classes (or the equivalent thereof), one (1) planning and conference period, and two (2) duty/intervention periods, or six (6) instructional classes, one planning and conference period, and one (1) duty/intervention period. Every reasonable effort shall be made to keep all academic classes at a twenty-five (25) student maximum. Homeroom is not considered a duty. Teaming may be considered as intervention.
- E. High School (9-12): Teachers will be assigned no more than five (5) instructional periods and one (1) duty period, or six (6) instructional periods per day. No High School teacher will be mandated to teach six (6) instructional classes per day in any given school year if he/she taught six (6) classes in each of the immediately preceding two (2) school years. Efforts will be made to maintain class sizes at educationally acceptable levels. This does not apply to Vocational Education teachers.
- F. Teachers in grades K through 8 shall not be required to teach Art, Music, Physical Education, Foreign Language(s) or any other subjects for which they now have no responsibility which would require additional lesson plans.
- G. Every reasonable effort shall be made to assign no more students to a class than may be accommodated by the available teaching facilities or work stations.
- H. Every reasonable effort shall be made to avoid split-grade classrooms (i.e., 1-2, 2-3, etc.). If such a class is deemed necessary, efforts will first be made to staff the split class through a voluntary transfer.
- I. Exceptions to the provisions of this Article may be made in the event that a new child(ren) moves into the District after the beginning of the school year, or if it is necessary to do so because of financial or physical facility considerations, or it is impractical to split the class or remove students. No grievance on class size may be filed before October 1.
- J. Band and choral music shall be excluded from the class size limits set forth above.
- K. For the provision of enrollment aides pursuant to Board policy, class composition, including the number and special needs of students on IEP's or 504 Accommodation Plans will be considered as additional factors in determining the assignment of such aides. Otherwise, in order for a special

needs (IEP/504) child to be officially counted towards enrollment under that policy, the student must be in the teacher's room for over 50% of the time spent on curriculum during the school day.

If the 50% criteria noted above does not result in the student counting towards enrollment, then each student on an IEP or 504 Accommodation Plan, shall be counted as one-half (½) of a student for class size composition. However, no such student will be counted more than once in determining class size for enrollment aide eligibility in grades K-4. In the case of a dispute, the final determination will be made by the building principal.

- 6.052 Efforts will be made to continue to provide a balanced and equitable instructional load. Instructional loads will be evaluated annually in an effort to achieve balance and equity. If a course of study is altered due to RIF, that course of study will be referred to the appropriate Curriculum Committee for reevaluation of the curriculum.

6.06 ASSISTANCE FOR TEACHERS

- 6.061 In each elementary building, the Board shall provide aide time exclusively for bargaining unit members, as follows: Buildings with enrollments of four hundred (400) pupils or more shall be provided four and one-half (4½) hours per day; buildings with enrollments less than four hundred (400) pupils shall be provided three and one-half (3½) hours per day. The Middle School and High School shall be provided six (6) hours per day of aide time per building to be utilized as determined by bargaining unit members. In the elementary and Middle School buildings, this assistance shall be in addition to two (2) Playground Aides for all noon recesses and one (1) Lunchroom Monitor. Every reasonable effort will be made to continue to provide a CBE or other vocational business student, if available, to each of the K-4 buildings, primarily for teachers.
- 6.062 If a district-wide RIF becomes necessary under Section 5.024 of this Agreement, educational assistants may be RIF'ed or their hours may be reduced. The RIF of educational assistants shall be governed by the collective bargaining agreement between the Board and the non-teaching employees of the District. Any RIF under this Section shall be a part of a general reduction in personnel.

6.07 SCHEDULES FOR TEACHERS WITH SPECIAL NEEDS STUDENTS

Coverage for IEP conferences will be arranged by the Building Administrator.

6.08 SPECIAL CLASS INSTRUCTION

- 6.081 The maximum daily class load for K-4 special teachers shall be eight (8) sections.

6.082 Special teachers shall have the same 200 minutes per week planning time as regular classroom teachers.

6.083 Every reasonable effort shall be made for the Elementary Specialists K-4 teachers to have a minimum of five (5) minutes between each class.

6.09 TRAVELING TEACHERS

6.091 The workday for traveling teachers shall not be greater than that of non-traveling teachers because of conference day and/or teacher meeting time and appropriate time will be allotted to permit teachers to travel between buildings.

6.092 Travel time will be exclusive of the contractual lunch and planning periods, and the workday schedule, where possible, shall be provided to the teacher in writing no later than August 15th for the upcoming school year.

6.093 Traveling kindergarten teachers upon request shall be provided two (2) hours of aide time per day in addition to the aide time provided in 6.061.

6.094 In order to receive reimbursement, traveling teachers must obtain a pre-approved purchase order and thereafter submit mileage reimbursement forms in accordance with Section 14.05.

6.10 SPECIAL PROJECTS

Any special projects and/or programs not covered by this Contract shall be discussed with the CTA President or his/her designee in conjunction with the preparation of any grant/program proposal and thereafter prior to implementation and input shall be received from the Association. The salary or other emoluments for any positions created in connection with any such grant/program shall be negotiated with the Association, and any such positions shall be posted and filled in accordance with the provisions of this Agreement. Assignments/positions of teachers involved in any special projects shall not adversely affect teachers' class size or class load.

6.11 SPECIAL NEEDS STUDENTS

When placing special needs students in any classroom not identified as a special education unit, consideration shall be given to the total number and nature of all students in that classroom. Consistent with state and federal law, and as set forth below, the classroom teacher will have the opportunity to discuss the IEP/504 plan of any special needs student assigned to his/her classroom with the Principal, special needs teachers or other staff members who may be involved in the education of such special needs student, and when determined to be appropriate, will participate as a member of the IEP/504 team. The composition of IEP/504 teams and the scheduling of meetings for such teams will be in accordance with law.

6.111 Employees whose duties would be impacted by a student with an IEP/504 plan will continue to be provided an opportunity to participate in the development of the IEP/504 plan. Any employee so impacted will be

provided a copy of IEP/504 plans and are encouraged to provide input relative to the successful educational programming of IEP/504 students. Such employees may also request that an IEP/504 team be convened, and, if determined to be appropriate, such meeting shall be scheduled in accordance with law.

- 6.112 The Board of Education shall provide supplementary aids and services that the IEP/504 team deems necessary to provide instruction, medical procedures and/or custodial care in a regular education environment.
- 6.113 Reasonable efforts will be made to notify affected certificated/licensed personnel in advance of the Board's request for any waiver from the State Department relative to special needs students.
- 6.114 Upon request and verification, teachers required to attend IEP/504 meetings held outside of or extending beyond the regular school day, will be compensated at the same rate paid for curriculum development.
- 6.115 The performance evaluation of certificated/licensed employees shall not include assessments relative to student attainment of short and/or long term goals of IEP/504 plans.
- 6.116 Decisions of IEP/504 teams are not grievable.

6.117 Scheduling Considerations:

- A. For I.E.P. annual reviews, special education teachers/intervention specialists shall be provided with limited release time to prepare I.E.P. documents, not to exceed two (2) days and such release time will not be unreasonably withheld in circumstances of demonstrated need as determined by the Administration. Duties performed during such release time must be on school grounds. The ESL tutor(s) may be provided with release time up to one (1) day per year, as determined by the Administration. Duties performed during such release time must be on school grounds.
- B. In addition, while the parties acknowledge the existence of a variety of scheduling issues and variables involved in meeting the needs of special education students, reasonable efforts will be made to provide an equitable distribution of teacher planning/conference period use for I.E.P. conferences and related meetings.

6.12 MEDICATION AND MEDICAL PROCEDURES

- 6.121 Dispensing Medication: Except for school nurses, emergency situations, while on field trips, or as otherwise provided by the terms of an I.E.P. or 504 Accommodation Plan, teachers shall not be custodians of medication, nor shall they be required to dispense medication to students.
- 6.122 Medical Procedures: Teachers shall not be required to perform medical

procedures on students, nor shall they be required to perform individualized therapy techniques.

6.13 SCHEDULES FOR TEACHERS SERVING ON COMMITTEES

Mandatory curriculum development or school related meetings, except those held under Article 6.14 or 6.15, will be scheduled during regular school hours unless additional compensation is provided. Additional compensation for mandatory meetings under this provision shall include a \$25.00 per hour stipend, a pro rata reduction in required IPGP time, or compensatory time, at the employee's option. In any event, employees who are compensated as a Curriculum Development Coordinator under Article 8.016 shall not be eligible for additional compensation under this Article for curriculum-related meetings. Elective meetings may be scheduled at any time without additional compensation. Mandatory meetings for which additional compensation will be made are those pre-approved meetings which are held outside of school hours or on other than a school day.

6.14 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Copley-Fairlawn City Schools Local Professional Development Committee (CFCS-LPDC) shall be district-wide in scope and shall be the only committee of its type authorized to operate within the District.

- 6.141 The purpose of the LPDC is to oversee and review professional development plans for coursework, continuing education units, or other equivalent activities completed by educators within the district for renewal of certificates or licenses.
- 6.142 LPDC members shall be compensated at the rate equal to the rate paid for curriculum development.
- 6.143 Any changes in the LPDC By-Laws shall only be implemented upon approval of the CTA.
- 6.144 The LPDC process and/or the contents of a teacher's IPDP will not affect the formal evaluation process.
- 6.145 The teacher shall have the right to appeal the decision of the LPDC pursuant to the approved CFCS-LPDC By-Laws.
- 6.146 The content of the LPDC decision is not grievable; only the procedure may be grieved.
- 6.147 The LPDC shall not have the authority to adopt By-Laws in conflict with this Agreement.

6.15 TEACHER INDUCTION/ENTRY YEAR

The Board will continue to provide an entry year program in conformance with state law, and the Copley-Fairlawn City School's Teacher Induction Entry-Year Program (by-laws).

ARTICLE 7. TEACHING DUTIES

7.01 EXTENDED SERVICE TEACHING DUTIES

Any member of the bargaining unit working beyond the normally scheduled school year in his/her normal assignment shall be paid at his/her regular per diem rate for each day of such extended service.

7.02 PREPARATION TIME

7.021 Each teacher assigned to grades Pre-K through grade 4 shall have a minimum of two hundred (200) minutes per week of planning/preparation/conference time, in increments of not less than twenty-five (25) minutes. Planning/preparation time shall fall within the student day.

7.022 Teachers in grades 5-12 shall have a minimum of five (5) periods of planning/preparation/conference time per week, totaling a minimum of two hundred (200) minutes a week, in increments of not less than forty (40) uninterrupted minutes. Planning/preparation time shall fall within the student day.

7.023 Teachers shall not receive less than their minimum preparation time due to assemblies. In order to ensure this provision, periods or classroom contact time shall be shortened or the Principal shall provide for class coverage to the extent necessary to make up lost preparation time, where applicable, if requested by the teacher.

7.024 Homeroom duties shall be rotated from year to year among the teachers in each building.

7.03 TEACHER MEETINGS AND/OR INSERVICE MEETINGS

7.031 Teachers are expected to carry out their professional responsibilities by attending teacher meetings and/or inservice meetings which extend beyond the normal teacher school day unless their absence from such meeting is approved in advance by the Principal. Such approval for absence shall not be unreasonably withheld. Administrators shall endeavor to schedule only such items for inclusion in regular or special meeting agenda as cannot be presented effectively in another manner (memo, individual conference, etc.). Except in the event of an emergency, teacher meetings shall be scheduled on a regular basis, e.g., the second and fourth Mondays of each month.

7.032 Except in emergency situations, there shall be no more than two (2) administration/management/inservice building meetings per month for teachers which extend beyond the normal school day for teachers. Except in emergency situations, no such meetings shall extend the teacher day by more than forty (40) minutes. This Section does not prohibit teachers

from meeting voluntarily either with the Building Administrator or among themselves at times other than those provided in this Section.

7.033 Any committees assigned by an Administrator must meet during the normal teacher day other than a teacher's planning time and/or lunch.

7.034 Except in emergency situations, no mandatory meetings shall be scheduled on Conference Days, Record Days, or during Open House week in a building which has a scheduled Open House for that week.

ARTICLE 8. SUPPLEMENTAL CONTRACTS

8.01 SUPPLEMENTAL CONTRACTS

8.011 All teachers are strongly encouraged to accept supplemental contracts for duties which they are able to perform. Each teacher, however, shall have the right of refusal.

8.012 No member of the bargaining unit shall perform the duties normally associated with the supplemental contracts listed within this Contract without receiving the stipulated pay for such duties.

8.013 Assistant coaches, if advanced to head coach, shall receive credit for their years of service as an assistant for computation of years of service as head coach. The Superintendent may grant partial or full credit for years of service if an advisor transfers from one (1) activity to another clearly related activity. The Superintendent will evaluate and may grant credit to a coach or advisor for years of service in a similar position in another school district.

8.014 In the event that existing supplemental contract positions are substantially altered or new supplemental contract positions are created, the Superintendent or designee will forward to the Association President a job description for the new or altered position along with a compensation level for such a position. The Association President will then have ten (10) days to comment upon the compensation level recommended by the Superintendent. The Superintendent's recommendation, along with any comments or recommendations from the Association President, will be submitted to the Board of Education, which shall make the final decision regarding compensation for the new or substantially altered position. Should the Association not agree with the Board's salary decision, the Association may raise the issue in the next round of negotiations. Should such negotiations produce an agreement which places the salary level of the new or altered position above that set by the Board, any such change shall be retroactive to the date of the Board's initial action.

8.015 All supplemental contracts shall be offered to qualified members of the bargaining unit first and to others thereafter only if no one in the bargaining unit applies for the position.

8.016 The following supplemental salaries shall be paid to those teachers who fill the following extracurricular positions:

	<u>Years Experience in this Position</u>			
	<u>% of BA</u>			
	<u>0-2</u>	<u>3-5</u>	<u>6-8</u>	<u>9+</u>
Academic Challenge Head	5	7	9	11
Academic Challenge Assistant	3	5	7	7
Intramurals	1	3	3	3
<u>Band</u>				
HS Head Band Director	15	17	19	21
HS Assistant Band Director	9	11	13	15
MS Head Band Director	5	7	9	11
HS Pep Band	2	4	4	4
HS Majorette/Flag Team Advisor	2	4	4	4
<u>Class Advisor</u>				
Senior Class	7	9	11	13
Junior Class	3	5	7	7
Sophomore Class	3	5	7	7
Freshman Class	3	5	7	7
<u>Media Communications</u>				
A.M. Copley	2	4	4	4
Web Master – per building with webpage	2	4	4	4
<u>National Honor Society</u>				
	2	4	4	4
<u>Newsletter</u>				
High School	2	4	4	4
Middle School	2	4	4	4
<u>Speech - Communications</u>				
Director of Forensics	9	11	13	15
Speech Coach	9	11	13	15
Assistant Forensics/Speech	4	6	8	8
<u>Academic Competitions Coach</u>				
	3	5	7	7
(eg., Spelling Bee, Geography Bee, Science Olympiad, Odyssey of the Mind, Power of the Pen)				

	<u>Years Experience in this Position</u>			
	<u>% of BA</u>			
	<u>0-2</u>	<u>3-5</u>	<u>6-8</u>	<u>9+</u>
<u>Clubs</u>				
Chess	2	4	4	4
Key Club	2	4	4	4
Builders Club	2	4	4	4

Copley Students United	2	4	4	4
<u>Student Council</u>				
High School	7	9	11	13
Middle School	4	6	8	8
<u>Theatrics (Per Performance)</u>				
Play Director	5	7	9	11
Music Director	5	7	9	11
Promotion	1	3	3	3
Set Design	1	3	3	3
Set Construction	1	3	3	3
<u>Vocal Music</u>				
High School	8	10	12	14
Middle School	2	4	4	4
<u>D.C. Trip Coordinator</u>				
	2	4	4	4
<u>Yearbook</u>				
High School	6	8	10	12
Middle School	4	6	8	8
<u>Athletics</u>				
Assistant to Athletic Director (Middle School)	11	13	15	17
<u>Baseball</u>				
High School Head Coach	12	14	16	18
High School Assistant Coach(es)	9	11	13	15
9th Grade Head Coach	8	10	12	14
<u>Basketball - Boys</u>				
High School Head Coach	18	20	22	24
High School Assistant Coach(es)	12	14	16	18
9th Grade Head Coach	10	12	14	16
8th Grade Head Coach	8	10	12	14
7th Grade Head Coach	8	10	12	14
<u>Years Experience in this Position</u>				
	<u>% of BA</u>			
	<u>0-2</u>	<u>3-5</u>	<u>6-8</u>	<u>9+</u>
<u>Basketball - Girls</u>				
High School Head Coach	18	20	22	24
High School Assistant Coach(es)	12	14	16	18
9th Grade Head Coach	10	12	14	16
8th Grade Head Coach	8	10	12	14
7th Grade Head Coach	8	10	12	14
<u>Cheerleader Advisor (per season-Winter/Fall)</u>				
Head Cheerleader Advisor	7	9	9	9

Assistant Cheerleader Advisor	4	6	6	6
9th Grade	4	6	6	6
Middle School	3	5	5	5

Cross Country

High School Head Coach	9	11	13	15
High School Assistant Coach(es)	6	8	10	12
Middle School Head Coach	6	8	10	10

Football

High School Head Coach	19	21	23	25
High School Assistant Coach(es)	13	15	17	19
9th Grade Head Coach	11	13	15	17
9th Grade Assistant Coach	10	12	14	16
Middle School Head Coach	9	11	13	15
Middle School Assistant Coach	8	10	12	14

Golf – Boys and Girls

High School Head Coach	8	10	12	14
High School Assistant Coach(es)	5	7	9	9

Soccer - Boys

High School Head Coach	14	16	18	20
High School Assistant Coach(es)	9	11	13	15
9th Grade Head Coach	8	10	12	14

Soccer - Girls

High School Head Coach	14	16	18	20
High School Assistant Coach(es)	9	11	13	15
9th Grade Head Coach	8	10	12	14

Softball

High School Head Coach	12	14	16	18
High School Assistant Coach(es)	9	11	13	15
9th Grade Head Coach	8	10	12	14

Years Experience in this Position

	<u>% of BA</u>			
	<u>0-2</u>	<u>3-5</u>	<u>6-8</u>	<u>9+</u>
<u>Swimming</u>				
High School Head Coach	12	14	16	18
High School Assistant Coach(es)	8	10	12	14
<u>Tennis - Boys</u>				
High School Head Coach	8	10	12	14
High School Assistant Coach(es)	5	7	9	9
<u>Tennis - Girls</u>				
High School Head Coach	8	10	12	14
High School Assistant Coach(es)	5	7	9	9

Track - Boys

High School Head Coach	12	14	16	18
High School Assistant Coach(es)	9	11	13	15
Middle School Head Coach	8	10	12	14
Middle School Assistant Coach	6	8	10	12

Track - Girls

High School Head Coach	12	14	16	18
High School Assistant Coach(es)	9	11	13	15
Middle School Head Coach	8	10	12	14
Middle School Assistant Coach	6	8	10	12

Volleyball

High School Head Coach	12	14	16	18
High School Assistant Coach	9	11	13	15
9th Grade Coach	8	10	12	14
8th Grade Coach	6	8	10	12
7th Grade Coach	5	7	9	11

Weight Room Supervisor (1 per season)

3	3	3	3
---	---	---	---

Wrestling

High School Head Coach	16	18	20	22
High School Assistant Coach	11	13	15	17
Middle School Head Coach	9	11	13	15
9 th Grade Head Coach	9	11	13	15
Middle School Assistant Coach	8	10	12	14

In addition to the above, all coaches whose OHSAA established starting date is to exceed more than ten (10) working days before the beginning of school shall receive an additional one percent (1%) of the base teacher salary where practices, approved by the Administration, are scheduled. This will allow for compensation for those individuals who must give up summer alternative employment time. This same condition shall be in effect for approved practices exceeding ten (10) days after the completion of the school year.

Coaches who extend their practices/games for ten (10) days after the completion of the regularly scheduled season shall receive an additional one percent of the base teacher salary.

CURRICULUM COORDINATORS

	Years Experience in this Position			
	<u>0-2</u>	<u>3-5</u>	<u>6-8</u>	<u>9+</u>
Art (K-12)	4	6	8	8
Foreign Language (K-12)	5	7	9	11
Guidance (K-12)	4	6	8	8
Health (K-12)	4	6	8	8
Physical Education (K-12)	4	6	8	8
Library (K-12)	4	6	8	8
Music (K-12)	4	6	8	8
Vocational Business/Home Economics (7-12)	4	6	8	8
Technology (7-12)	4	6	8	8

Special Education (PreK-4)	3	5	7	7
Special Education (5-8)	3	5	7	7
Special Education (9-12)	3	5	7	7

Language Arts

High School (9-12)	5	7	9	11
Middle School (7-8)	2	4	4	4
Middle School (5-6)	2	4	4	4
Primary School (K-4) (one per building)	3	5	7	7

Mathematics

High School (9-12)	5	7	9	11
Middle School (7-8)	2	4	4	4
Middle School (5-6)	2	4	4	4
Primary School (K-4) (one per building)	3	5	7	7

Science

High School (9-12)	5	7	9	11
Middle School (7-8)	2	4	4	4
Middle School (5-6)	2	4	4	4
Primary School (K-4) (one per building)	3	5	7	7

Years Experience in this Position

	<u>0-2</u>	<u>3-5</u>	<u>6-8</u>	<u>9+</u>
<u>Social Studies</u>				
High School (9-12)	5	7	9	11
Middle School (7-8)	2	4	4	4
Middle School (5-6)	2	4	4	4
Primary School (K-4) (one per building)	3	5	7	7

8.017 Supplemental contracts for extended duty service must remain separate and distinct from regular teaching contracts.

8.018 All supplemental positions shall be reviewed and evaluated annually by the Superintendent. Continuation of all supplemental positions will be at the discretion of the Superintendent as well as the Board's approval of his/her recommendation.

8.019 Payment for supplemental positions shall be made either in a lump sum following the completion of all duties of the assignment on either the first payroll in December, April, or June, or, in equal installments throughout the period of the assignment, at the teacher's option elected at the time of returning the supplemental contract.

8.020 Any teacher who has entered into a supplemental contract and who is unable to complete the responsibilities of that contract shall forfeit the contract. In the case of forfeiture of a supplemental contract, the teacher forfeiting the contract may only be paid the pro rata portion of the contract for work completed and the remaining portion of the supplemental

contract may be reissued with corresponding pro rated payment at the level of pay as determined by the individual filling such position.

ARTICLE 9. EVALUATION PROCEDURE

9.01 PURPOSE

- 9.011 To assess a teacher's work performance.
- 9.012 To help the teacher to achieve greater effectiveness in performance of the work assignment.
- 9.013 To constitute the basis for personnel decisions including promotions, reassignments, continuing contract status, limited contract renewal, or contract non-renewal or termination.

9.02 TEACHERS TO BE EVALUATED

- 9.021 All teachers employed under limited contracts will be evaluated twice each year.
- 9.022 All teachers employed under continuing contracts will be evaluated every other year. A continuing contract teacher who receives a letter identifying specific areas of concern relating to classroom performance may be evaluated each year following the procedures of Article 9 until the deficiency is resolved.

9.03 PROCEDURES

- 9.031 Evaluator: Evaluations of a teacher shall be conducted either by the teacher's Immediate Supervisor, Principal, or Assistant Principal. The evaluator shall not be a bargaining unit member. The evaluator must be employed under a contract pursuant to R.C. Section 3319.01 or 3319.02 and must hold appropriate administrative licensure/certification as required by law.
- 9.032 Orientation: Not later than September 15 each year, or in the case of a new teacher within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of the evaluating supervisor.
- 9.033 Schedule for Evaluation: All limited contract teachers who are to be evaluated shall be evaluated twice annually between October 1 and March 20. The first evaluation shall be completed between October 1 and December 10. The second evaluation shall be completed between January 15 and March 20.

Continuing contract teachers to be evaluated shall be evaluated only once during the school year, to be completed prior to March 20.

- 9.034 Criteria for Evaluation: The teacher job description and the Performance Indicators in the Copley-Fairlawn City Schools Teacher Appraisal Program dated June 11, 1993 provides the criteria for staff evaluation.

9.04 OBSERVATIONS

9.041 Schedule of Observations: A minimum of two (2) formal observations shall be conducted to support each performance evaluation. A formal observation shall last a minimum of thirty (30) consecutive minutes. There shall be at least seven (7) days between formal observations, unless the teacher and evaluator otherwise agree.

9.042 Observation Conferences: A post-observation conference shall be held after every formal observation. A copy of the written observation report shall be given to the teacher at the post-observation conference.

A teacher may request a formal observation at any time in addition to those required by this procedure.

9.05 IDENTIFICATION OF DEFICIENCIES

9.051 Plan for Correcting Deficiencies: The evaluator shall submit a written plan for correcting the deficiencies which shall include ways in which the evaluator shall assist the teacher to correct the deficiencies. The plan shall include a reasonable time between observations to allow time for improvement in the areas of performance deficiency.

9.052 Other Deficiencies: Other deficiencies regarding the teacher's failure to adhere to reasonable work rules, or other documented deficiencies not noted during the formal observations must be put in writing and provided to the teacher within three (3) work days after the administration obtains knowledge of the deficient performance, but not later than the date of the teacher's receipt of the evaluation report. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

9.06 FINALIZATION OF EVALUATION

9.061 Written Evaluation: The evaluation is deemed completed when a copy of the formal written evaluation report has been given to the teacher and a conference has been held between the teacher and the evaluator.

9.062 Completion of Evaluation Process: The performance evaluation of a teacher shall be based upon the observations of the teacher's performance and any documented deficiencies, and shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report will be signed by the teacher to acknowledge notification that the evaluation will be placed on file, but the teacher's signature is not to be construed as evidence that the teacher agrees with the contents of the evaluation report. The evaluation shall not be considered complete until the responsible Administrator has met with the teacher to discuss the contents of the evaluation document.

9.063 Response to Evaluation: The teacher shall have the right to make a written

response to the evaluation within twenty (20) school days and to have it attached to the evaluation report to be placed in the employee's personnel file.

9.064 Personnel Action Requirements: If the Superintendent decides to recommend contract non-renewal, contract termination, or an extended limited contract, the teacher shall be given the reasons in writing at least seven (7) days prior to any official Board action.

A teacher shall be entitled to Association representation at any conference held during this procedure.

9.07 It is the intention of the parties that the provisions of Article 9 of this Agreement shall supersede all provisions of R.C. 3319.111.

9.08 The provisions of Article 9 of this Agreement do not apply to supplemental contracts.

9.09 ABSENCE DURING EVALUATION PERIODS

Any extended absence by the teacher of more than ten (10) days during an evaluation cycle shall extend all time lines in the teacher evaluation and teacher non-renewal procedures, at a minimum, by the length of the teacher absence or as otherwise agreed by the teacher and the administrator with the concurrence of the Association President.

9.10 ASSESSMENT REVIEW COMMITTEE

The parties agree to establish the Appraisal Review Committee (ARC), to be comprised of four (4) members appointed by the Association and three (3) administrators appointed by the Superintendent, in addition to the Superintendent, for the purpose of reviewing the present evaluation and appraisal system and making recommendations to the Board and the Association for the adoption of improvements to the evaluation process and/or any corresponding evaluation instrument(s). The parties envision the ARC to be an ongoing collaborative committee and recommendations, if any, will be made prior to the beginning of each school year. Changes recommended by the ARC will not become a part of this Agreement unless adopted by the Board and approved by the Association. The ARC will meet as determined by the Committee. Unless otherwise agreed by the parties, changes to the teacher appraisal system, evaluation instrument(s) and/or protocol must be established by May 1st for utilization in the ensuing school year.

ARTICLE 10. NON-RENEWAL

10.01 DEFINITIONS

As used in this Section:

10.011 "Evaluation procedures" means the procedures adopted pursuant to Article 9 of this Agreement.

10.012 "Limited contract" means a limited contract, as described in Section 3319.08 of the Revised Code, that the Board of Education enters into with a teacher who is not eligible for continuing service status.

10.013 "Extended limited contract" means a limited contract, as described in Section 3319.08 of the Revised Code, that the Board of Education enters into with a teacher who is eligible for continuing service status.

10.02 GRANTING OF CONTINUING CONTRACTS

Teachers eligible for continuing service status in this School District shall be those teachers eligible under state law and/or regulations who within the last five (5) years have taught for at least three (3) years in the District, and those teachers who, having attained continuing contract status elsewhere in Ohio, have served two (2) years in the District but the Board of Education, upon the recommendation of the Superintendent, may at the time of employment or at any time within such two-year period, declare any of the latter teachers eligible.

10.021 Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and the teacher unless the Board by a three-fourths ($\frac{3}{4}$) vote of its full membership, rejects the recommendation of the Superintendent. If the Board rejects by a three-fourths ($\frac{3}{4}$) vote of its full membership the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed and the Superintendent makes no recommendation to the Board pursuant to 10.03 of this Article, the Board may declare its intention not to reemploy the teacher by giving the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy the teacher. If evaluation procedures have not been complied with pursuant to Article 9 of this Agreement, or the Board does not give the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy the teacher, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one (1) year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one (1) year unless he/she notifies the Board in writing to the contrary on or before the first day of June, and an extended limited contract for a term not to exceed one (1) year shall be executed accordingly. Upon any subsequent reemployment of the teacher only a continuing contract may be entered into.

10.022 If the Superintendent recommends that a teacher eligible for continuing service status not be reemployed, the Board may declare its intention not to reemploy the teacher by giving the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy the teacher. If evaluation procedures have not been complied with pursuant to Article 9 of this Agreement, or the Board does not give the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy the teacher, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one (1) year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one (1) year unless he/she notifies the Board in writing to the contrary on or before the first (1st) day of June, and an extended limited contract for a term not to exceed one (1) year

shall be executed accordingly. Upon any subsequent reemployment of a teacher only a continuing contract may be entered into.

10.023 Any teacher receiving written notice of the intention of the Board not to reemploy him/her pursuant to this Section is entitled to the hearing provisions of 10.07 of this Article.

10.03 EXTENDED LIMITED CONTRACT

10.031 The Superintendent may recommend reemployment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before the thirtieth (30th) day of April. Upon subsequent reemployment of the teacher only a continuing contract may be entered into.

10.032 If the Board of Education takes affirmative action on the Superintendent's recommendation, made pursuant to 10.031 of this Article, of an extended limited contract for a term not to exceed two (2) years, but the Board does not give the teacher written notice of its affirmative action on the Superintendent's recommendation of an extended limited contract on or before the thirtieth (30th) day of April, the teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under such continuing contract unless he/she notifies the Board in writing to the contrary on or before the first (1st) day of June, and a continuing contract shall be executed accordingly.

10.033 The Board of Education shall not reject the Superintendent's recommendation made pursuant to 10.031 of this Article, of an extended limited contract for a term not to exceed two (2) years except by a three-fourths ($\frac{3}{4}$) vote of its full membership. If the Board of Education rejects by a three-fourths ($\frac{3}{4}$) vote of its full membership the recommendation of the Superintendent of an extended limited contract for a term not to exceed two (2) years, the Board may declare its intention not to reemploy by giving the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy the teacher. If evaluation procedures have not been complied with pursuant to Article 9 of this Agreement, or if the Board of Education does not give the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy him/her, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one (1) year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one (1) year unless he/she notifies the Board in writing to the contrary on or before the first day of June, and an extended limited contract for a term not to exceed one (1) year shall be executed accordingly. Upon any subsequent reemployment of the teacher, only a continuing contract may be entered into.

Any teacher receiving written notice of the intention of the Board not to reemploy him/her pursuant to this Section is entitled to the hearing provisions of 10.07 of this Article.

10.04 EMPLOYMENT OPTIONS FOLLOWING EXTENDED LIMITED CONTRACT

A teacher eligible for continuing contract status employed under an extended limited contract pursuant to 10.03 of this Article, is, at the expiration of such extended limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the salary schedule, unless evaluation procedures have been complied with pursuant to Article 9 of this Agreement and the Board, acting on the Superintendent's recommendation that the teacher not be reemployed, gives the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy him/her. A teacher who does not have evaluation procedures applied to him/her in compliance with Article 9 of this Agreement, or who does not receive notice on or before the thirtieth (30th) day of April of the intention of the Board not to reemploy him/her, is presumed to have accepted employment under a continuing contract unless he/she notifies the Board in writing to the contrary on or before the first day of June, and a continuing contract shall be executed accordingly.

Any teacher receiving a written notice of the intention of the Board not to reemploy him/her pursuant to this Section is entitled to the hearing provisions of 10.07 of this Article.

10.05 LIMITED CONTRACT

A limited contract may be entered into by the Board with each teacher who has not been in the employ of the Board for less than three (3) years, and shall be entered into, regardless of length of previous employment, with each teacher employed by the Board who holds a provisional or temporary certificate/license.

Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, deemed reemployed under the provisions of this Section at the same salary plus any increment provided by the salary schedule unless evaluation procedures have been complied with pursuant to Article 9 of this Agreement and the Board, acting upon the Superintendent's written recommendation that the teacher not be reemployed, gives such teacher written notice of its intention not to reemploy him/her on or before the thirtieth (30th) day of April. A teacher who does not have evaluation procedures applied to him/her in compliance with Article 9 of this Agreement, or who does not receive notice of the intention of the Board not to reemploy him/her on or before the thirtieth (30th) day of April, is presumed to have accepted such employment unless he/she notifies the Board in writing to the contrary on or before the first day of June, and a written contract for the succeeding school year shall be executed accordingly.

Any teacher receiving a written notice of the intention of the Board not to reemploy him/her pursuant to this Section is entitled to the hearing provisions of 10.07 of this Article.

10.06 EFFECT OF FAILURE TO MAKE RECOMMENDATIONS

The failure of the Superintendent to make a recommendation to the Board of Education under any of the conditions set forth in 10.02 through 10.05 of this Article, or the failure of the Board of Education to give such teacher a written notice pursuant to 10.02 through 10.05 of this Article, shall not prejudice or prevent a teacher from being deemed reemployed under either a limited or

continuing contract as the case may be under the provisions of this Article. A failure of the parties to execute a written contract shall not void any automatic reemployment provisions of this Section.

10.07 RIGHTS UPON RECEIPT OF NOTICE OF NON-RENEWAL

10.071 Any teacher receiving written notice of the intention of the Board of Education not to reemploy him/her pursuant to 10.02, 10.033, 10.04, or 10.05 of this Article may, within ten (10) days of the date on which he/she received the notice, file with the Treasurer of the Board of Education a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.

10.072 The Treasurer of the Board of Education, on behalf of the Board shall, within ten (10) days of the date on which he/she receives a written demand for a written statement pursuant to 10.071 of this Article, provide to the teacher a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.

10.073 Any teacher receiving a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher pursuant to 10.072 of this Article may, within five (5) days of the date on which he/she received the statement, file with the Treasurer of the Board of Education a written demand for a hearing before the Board of Education pursuant to 10.074 through 10.076 of this Article.

10.074 The Treasurer of the Board of Education, on behalf of the Board, shall, within ten (10) days of the date on which he/she receives a written demand for a hearing pursuant to 10.073 of this Article, provide to the teacher a written notice setting forth the time, date, and place of the hearing. The Board shall schedule and conclude the hearing within forty (40) days of the date on which the Treasurer of the Board receives a written demand for a hearing pursuant to 10.073 of this Article.

10.075 Any hearing conducted pursuant to this Section shall be conducted by a majority of the members of the Board of Education. The hearing shall be held in Executive Session of the Board of Education unless the Board and the teacher agree to hold the hearing in public. The Superintendent, Assistant Superintendent, Building Principal, the teacher, and any person designated by either party to take a record of the hearing may be present at the hearing. The Board may be represented by counsel and the teacher may be represented by counsel or a designee. A record of the hearing may be taken by either party at the expense of the party taking the record.

10.076 Within ten (10) days of the conclusion of a hearing conducted pursuant to this Section, the Board of Education shall issue to the teacher a written decision containing an order affirming the intention of the Board not to reemploy the teacher reported in the notice given to the teacher pursuant to 10.02, 10.033, 10.04, or 10.05 of this Article, or an order vacating the intention not to reemploy and expunging any record of the intention, the

notice of the intention, and the hearing conducted pursuant to this Section.

10.077 A teacher may appeal an order affirming the intention of the Board not to reemploy the teacher to the Court of Common Pleas of Summit County within thirty (30) days of the date on which the teacher receives the written decision, on the grounds that the Board has not complied with the provisions of Article 9 or Article 10 of this Agreement.

Notwithstanding Section 2506.04 of the Revised Code, the court, in an appeal under this Section, is limited to the determination of procedural errors and to ordering the correction of procedural errors and shall have no jurisdiction to order the Board to reemploy a teacher, except that the court may order the Board to reemploy a teacher in compliance with the requirements of 10.02, 10.033, 10.04, or 10.05 of this Article when the court determines that evaluation procedures have not been complied with pursuant to Article 9 of this Agreement or the Board has not given the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy the teacher pursuant to 10.02, 10.033, 10.04, or 10.05 of this Article. Otherwise, the determination whether to reemploy or not reemploy a teacher is solely the Board's determination and not a proper subject of judicial review and, except as provided in this Section, no decision of the Board whether to reemploy or not reemploy a teacher shall be invalidated by the court on any basis, including that the decision was not warranted by the results of any evaluation or was not warranted by any statement given pursuant to 10.072 of this Article.

No appeal of an order of the Board may be made except as specified in this Section.

10.08 NOTICES

10.081 In giving a teacher any notice required by 10.02, 10.03, 10.04, or 10.05 of this Article, the Board or the Superintendent shall do either of the following:

- A. Deliver the notice by personal service upon the teacher;
- B. Deliver the notice by certified mail, return receipt requested, addressed to the teacher at his/her place of employment and deliver a copy of the notice by certified mail, return receipt requested, addressed to the teacher at his/her place of residence.

10.082 In giving the Board of Education any notice required by 10.02, 10.03, 10.04, or 10.05 of this Article, the teacher shall do either of the following:

- A. Deliver the notice by personal delivery to the office of the Superintendent during regular business hours;
- B. Deliver the notice by certified mail, return receipt requested, addressed to the office of the Superintendent and deliver a copy of the notice by certified

mail, return receipt requested, addressed to the President of the Board at his/her place of residence.

10.083 When any notice and copy of the notice are mailed pursuant to 10.081 or 10.082 (b) of this Article, the notice or copy of the notice with the earlier date of receipt shall constitute the notice for the purposes of 10.02, 10.03, 10.04, or 10.05 of this Article.

10.09 The provisions of this Article shall not apply to any supplemental written contracts entered into pursuant to Section 3319.08 of the Revised Code.

10.10 The provisions of this Article shall not apply to any substitute teacher employed less than one hundred twenty (120) days in this School District during a school year and shall not apply to any tutor employed less than one hundred twenty (120) days in this School District, or less than four (4) hours per day.

10.11 It is the intention of the parties that the provisions of this Article shall supersede the provisions of R.C. 3319.11.

ARTICLE 11. PERSONNEL FILE

11.01 OFFICIAL FILE

The official personnel file of each member of the bargaining unit shall be maintained by the Board at its offices. The file shall be limited to work performance, discipline and routine personnel data. For other than routine personnel data, documents will be signed and/or initialed and dated by the appropriate administrator and the teacher will receive a copy at the time the document is placed into the file. No anonymous documents shall be included in the file.

11.02 ACCESS

11.021 Each teacher shall be entitled to review and copy the contents of his/her personnel file by arranging a conference with the Superintendent or his/her designee.

11.022 Information not subject to disclosure under the Ohio Public Records law shall be available only to those Administrators, clerical personnel and/or members of the Board who are involved in considering a matter directly related to such information. Any information obtained from such access shall be considered and treated in a confidential manner.

11.023 In the event any person, other than an Administrator, the teacher's representative or members of the Board who are involved in considering a matter directly related to the teacher, seeks to review a teacher's personnel file, reasonable efforts will be made to notify the teacher and the Association President twenty-four (24) hours in advance of such review. Such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review. Reasonable efforts, which may include release time from professional duties, will be made to provide an opportunity for the teacher to be present at the time of the review and be accompanied by a

representative of his/her choice. This Section does not apply to a review being conducted by any governmental agency.

11.03 DISPUTED INFORMATION

11.031A member is entitled to have included in his/her personnel file a brief statement of his/her position on any disputed information and/or to include in a following notation that the member protests that the information is inaccurate, irrelevant, outdated, or incomplete. Any such statements or notations incorporated in the personnel file by the member of the bargaining unit shall be included in any subsequent transfer, report, dissemination, or other usage regarding the disputed information.

11.032 If any teacher disputes the accuracy, relevance, timeliness, or completeness of information, he/she may request the Board to investigate the information. The Board shall make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete, and shall notify the disputant of the results of the investigation. The Board shall delete any information that it cannot verify or that it finds to be inaccurate. If the disputant is not satisfied, recourse shall be pursuant to 11.031.

11.033 Disciplinary documents in a teacher's personnel file shall be removed to a stale materials file upon request of the employee, if it is determined that the employee has not engaged in the same or similar conduct for a period of not less than five (5) years from the date of the document in question.

11.04 CONFIDENTIALITY

Except for directory information, no written materials will be released without the teacher's consent, other than pursuant to law.

ARTICLE 12. VACANCY, TRANSFER AND POSTING

12.01 Posting

12.011 Notice of any instructional, summer school, supplemental or administrative vacancies, or newly created positions within the certified/licensed staff shall be posted by the Superintendent's Office on all faculty bulletin boards and the District web site for five (5) days prior to the filling of such positions. A copy of these notices shall also be sent to the President of the Association. If positions are open after dismissal of school for summer recess, notification of these positions shall be forwarded to teachers.

12.012 For vacancies which arise during the month of August, notice will be provided only to those who have given written notice of their interest in such a position.

12.02 Voluntary Transfers

12.021 A teacher wishing to transfer from one (1) building to another, or from one (1) subject area to another may make a request to this effect as follows:

- A. The teacher wishing to transfer shall file a request in writing with the Superintendent.
- B. As soon as practicable, but not later than July 10, the Superintendent or his/her designee shall notify the teacher requesting the transfer as to the disposition of the request. In acting on the request for transfer, the following criteria will be considered:
 - 1. individual qualifications,
 - 2. instructional requirements,
 - 3. staff availability/experience mix.
- C. In cases where more than one (1) teacher has requested to transfer to the same position and the criteria indicated in b.(1), (2), and (3), above, are considered by the Superintendent or designee to be equal, the preference in assignment or transfer shall be given to the teacher with the greatest number of years of service in the District.

12.03 Involuntary Transfers

- 12.031 Notice of an involuntary transfer reassignment will be given to teachers as soon as practicable, and, except in cases of emergency, not later than August 1. Teachers notified of involuntary transfer reassignment after July 10 may resign without endangering certification/licensure. Except in emergency cases, no primary school involuntary transfers shall be initiated prior to kindergarten registration.
- 12.032 An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent or designee, at which time the teacher will be notified of the reason thereof.
- 12.033 Before implementing an involuntary transfer reassignment, the Superintendent will first consider the use of voluntary transfers and assess seniority within the affected building and/or applicable certification/licensure. The prime criteria for such transfers shall be the best interests of the students.
- 12.034 No teacher shall be involuntarily transferred three (3) years in succession.

12.04 Transfers

The Superintendent reserves the right to make all transfers, whether initiated by staff or the Administration, with the best interests of the students as the prime criteria.

ARTICLE 13. LEAVES

13.01 SICK LEAVE

- 13.011 Sick leave shall accumulate at the rate of one and one-quarter (1¼) days for each complete month of service up to fifteen (15) days for each year. Accumulation of sick leave shall be unlimited.

- 13.012 An employee is entitled to use accumulated sick leave only for the following reasons: personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family.
- 13.013 Illness or injury in the employee's immediate family shall mean an illness or injury with respect to the employee's spouse, parent, child, grandparent, grandchild, brother, sister, any person standing in the place of a parent, or other member of the immediate household, but does not include normal childbirth. Sick leave cannot be used by a non-custodial parent/relative for the birth of a child unless he/she is the primary caregiver for the birthmother and/or child. Bargaining unit members may use available personal leave for such absence and, if exhausted, up to five (5) days of approved unpaid leave.
- 13.014 Death in the employee's immediate family shall mean the death of the employee's spouse, parent, child, grandparent, grandchild, brother, sister, any person standing in the place of a parent, or other member of the immediate household.
- 13.015 Employees may use up to two (2) consecutive days charged to sick leave for absences due to the death of a brother-in-law, sister-in-law, parent-in-law, aunt, uncle, daughter-in-law, son-in-law, stepparent, or stepchild.
- 13.016 Absence under Section 13.014, 13.015, shall not count against the bonus to be paid under provisions in Section 13.0191 below. Additional days may be granted at the discretion of the Superintendent.
- 13.017 Each teacher who has exhausted or each newly employed teacher who has not accumulated sick leave days shall be credited with five (5) days of sick leave in a contract year. If any of these five (5) days of sick leave are used, they shall be deducted from any sick leave accumulated and any advance is to be repaid by the teacher's subsequent sick leave accrual within the contract year of the advancement. Advancements shall immediately be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s). Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave. Bargaining unit members who have exhausted sick and other authorized leave must seek an unpaid leave from the Board pursuant to Ohio Revised Code Section 3319.13 to preserve a right to return to employment.
- 13.018 Deduction for absence shall be on a per diem basis using the actual number of days due.
- 13.0181 Each full-time teacher who completes a full school year without using any Sick Leave days or Personal Leave days shall be paid a bonus of

four hundred dollars (\$400.00); if only one (1) day or less of Sick Leave and/or Personal Leave is used, the teacher shall be paid a bonus of two hundred seventy-five dollars (\$275.00); if only two (2) days or less of Sick Leave and/or Personal Leave are used, the teacher shall be paid a bonus of one hundred fifty dollars (\$150.00). Each regular part-time teacher who completes a full school year shall receive the bonus provided in this Section, on a prorata basis (e.g. a teacher employed 4/9ths time receives 4/9ths of the above amounts. This bonus shall be included in the teacher's first pay in July.) Employees may not substitute "comp" time for a sick or personal day for purposes of the bonus provided herein. In order to receive payment, teachers must provide a signed verification form attesting to their eligibility for the bonus (See Appendix O). Falsification of the form is grounds for appropriate disciplinary action.

- 13.019 Routine doctor, dental and/or other health service provider visits which are not an emergency or related to a current illness or injury are not an appropriate use of sick leave. To the extent such appointments cannot be scheduled outside of the workday or work week, teachers are to utilize personal leave.

13.02 PERSONAL LEAVE

- 13.021 All regularly employed teachers shall be eligible for a maximum of three (3) days non-cumulative Personal Leave for each school year under contract without stating the reason in detail. Personal Leave days will be granted so long as the teacher confines his/her leave to those matters of urgent or emergency personal business which cannot be taken care of outside of regular school hours and which absences are not covered by other forms of leave, including Sick Leave. Consecutive Personal Leave days will not be granted except with the prior approval of the Superintendent. Personal Leave may be taken in ½ day increments. Personal leave requests made during the last four (4) weeks of the school year will not be granted except in emergency situations as determined in the sole discretion of the Superintendent.
- 13.022 If at all possible, the request for Personal Leave should be made in advance on forms provided for this purpose. Emergency requests may be made orally, but should be followed by completion of a Personal Leave Request Form.
- 13.023 The Personal Leave Application Form may be obtained from any school office. When the employee applies to his/her Immediate Supervisor, he/she shall mark the general reason for the day of Personal Leave.
- 13.024 Approved reasons for the use of Personal Leave include but are not limited to:
- A. Legal summons to appear in court or other governmental summons; personal legal business which cannot be conducted outside school hours; appearance as a witness.
 - B. House Purchase -- move into another house or apartment; problems in movement of furniture; banking transactions involved.

- C. Weddings -- family members or close friends.
- D. Transportation of members of immediate family to or from college.
- E. Graduations -- attendance at high school or college graduation of son, daughter, wife, husband or any other member of the immediate family.
- F. Special Awards -- attendance for presentation to members of the immediate family. Provided, however, "special awards" do not include sales or promotional awards received by a bargaining unit member's spouse.
- G. Emergencies -- in the home or car.
- H. Personal Business -- any personal matter not included above.
- I. Religious Holidays.
- J. Other for good and sufficient reasons. If Personal Leave is taken for this reason, the reason must be stated on the back of the application for Personal Leave.

Unacceptable reasons for the use of Personal Leave include but are not limited to:

- K. Hunting
 - L. Job interview to seek a new position; or other gainful employment
 - M. Vacation or pleasure trips
 - N. Helping a close friend or relative to move
 - O. Extension of a holiday, or vacation
- 13.025 On occasion, special circumstances not covered by the provisions above may arise and teachers may wish to request personal leave for more than three (3) days. Such requests shall be made to the Superintendent, who may grant additional days on a paid or unpaid basis or may deny the request.
- 13.026 Any unused Personal Leave days shall be added to accumulated Sick Leave at the conclusion of the respective school year.
- 13.027 Falsification of any personal leave form is grounds for appropriate disciplinary action.

13.03 PROFESSIONAL STUDY LEAVE

- 13.031 A Professional Study Leave of Absence is defined as a leave granted by the Board to the member of the bargaining unit for a period not to exceed one (1) school year, to permit the teacher to engage in professional study which will be mutually beneficial to the teacher and the District. At the discretion of the

Board, a Sabbatical Leave may be granted for the purpose of strengthening or improving the instructional program of the District. If approved by the Board, such leave may be with part pay equal to the difference between the salary the teacher on leave would have earned (exclusive of extracurricular, extended time, or other supplemental forms of compensation) and the salary paid to the teacher employed as a replacement, or the BA column, 5th step salary, whichever is lesser.

- 13.032 Teachers who may apply for a Professional Study Leave shall be those who have been employed by the District for a minimum of six (6) consecutive years. Not more than one (1) teacher from any building will be granted a Sabbatical Leave in any one (1) school year. To be eligible for consideration for a Professional Study Leave, the applicant teacher must have displayed superior instructional competence and strong curriculum orientation and must have displayed recognized leadership in instructional and curriculum areas.
- 13.033 Not later than March 1 of the year in which the leave is to begin, a member requesting a Professional Study Leave shall submit to the Superintendent a written request along with a plan for professional growth. The plan for professional growth must include a minimum of twelve (12) semester hours per each semester of graduate study leave in the teacher's assigned instructional areas or another area acceptable to the Superintendent.
- 13.034 To be eligible for Professional Study Leave, the applicant must sign an agreement to return to service in the District for two (2) consecutive years following his/her return from Professional Study Leave. At the conclusion of the leave, the teacher must present evidence that the plan of professional growth submitted with the application was followed and successfully completed.
- 13.035 In the event a teacher who has been on a paid Professional Study Leave terminates his/her employment with the Board before the end of the two (2) year period following a return from such leave, a salary refund to the Board must be made proportional to the amount of service not actually rendered.

This refund will include amounts paid by the Board for retirement, insurance, and other fringe benefits; and will be deducted from the teacher's pay in accordance with a deduction schedule established by the Treasurer.

- 13.036 A teacher on a Professional Study Leave will not forfeit his/her seniority, but the period of the Professional Study Leave shall not be considered as advancing his/her seniority. Upon return, the teacher will resume his/her position on the current salary schedule at the same experience step as at the time the Professional Study Leave began, plus any additional graduate hours earned which count toward advancement on the salary schedule. The teacher will return to a complete teaching position (not including supplemental positions) if the teacher submits a request for such assignment on or before March 1 prior to the opening of school in the following August or September.

13.04 ASSAULT LEAVE

- 13.041 If, in the course of Board employment, a teacher is assaulted and the assault results in physical and/or serious psychological injury or disability to the teacher severe enough to preclude the satisfactory performance of regular teaching duties, upon request the teacher shall be granted a paid leave of absence for the period of incapacitation, not to exceed ninety (90) thirty (30) school days. Assault shall be defined as injury or disability inflicted upon an employee with or without a weapon.
- 13.042 A teacher shall not qualify for Assault Leave except upon submission of a report justifying Assault Leave, which report shall include a medical report from a physician stating the nature of the physical disability and its expected duration. The physician's diagnosis is subject to review by the Board, which reserves the right to a second medical opinion from a physician at Board expense.
- 13.043 Payment of Assault Leave shall be at the regular rate of pay (teacher's regular pay plus any extra duty, supplemental, and/or supplementary pay) in effect for such employee at the time of such assault. If the certified/licensed employee's absence resulting from assault is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide the teacher with the same income he/she was receiving at the time of his/her assault. In the event a delayed award of Workers' Compensation results in a total combined payment to the teacher in an amount equal to or more than the teacher's normal per diem rate, the excess payment will be returned to the Board. To be entitled to Assault Leave pay, the employee must file charges against the person(s) perpetrating the assault and assist with the prosecution and/or discipline of the individual. This requirement can be waived at the discretion of the Superintendent in special circumstances only, such as where an assault is perpetuated by a special needs student and mitigating factors exist.
- 13.044 A teacher who has been physically assaulted in connection with the performance of the professional assignment of the Board shall notify the Building Principal. The teacher shall have the right to confer with a representative of the teacher's choice prior to the submission of any report. The teacher shall file a written report and the report shall be signed by the teacher or his/her representative.
- 13.045 The Principal or designated representative shall attempt to obtain a list of witnesses to said assault. The Principal shall then attempt to obtain a written statement of the observations of each witness.
- 13.046 If court action results, said teacher shall be granted leave of his/her professional duties with no loss of pay for necessary time in court.
- 13.047 Additional days may be granted at the discretion of the Superintendent.

13.05 JURY DUTY LEAVE

13.051 When a jury summons is received, the Superintendent of Schools shall be notified promptly.

13.06 EXTENDED ILLNESS LEAVE

13.061 A teacher unable to perform satisfactorily because of personal illness or an illness in the immediate family may be granted a leave of absence without pay for the remainder of the school year. Such leave may be renewed for an additional school year if such extension is requested in writing not later than April 1.

13.062 Application for such leave or renewal must be accompanied by a statement from the attending physician setting forth the nature of the illness or disability. In the instance of personal illness, the physician's statement must include a definite recommendation that the employee be relieved of duties. In the event of a leave as a result of illness of a member of the immediate family, the physician's statement must definitely indicate the need for the teacher's absence.

13.063 Application for reinstatement from such leave must be made in writing and, in the event of a requested return from a Personal Illness Leave, must be accompanied by the employee's physician's certification of the employee's ability to resume full duties.

13.07 PARENTAL LEAVE

13.071 Any teacher who becomes pregnant will be permitted to be absent from work during the period of disability and may use any accumulated Sick Leave which she may have during the period of this absence. As with any other type of medical disability, the length of time permitted for such leave is to be determined by the teacher's physician, who shall certify same in writing to the Superintendent, designating both the date on which the teacher will no longer be able to perform his/her duties due to his/her disability as well as the date on which the teacher is released to return to work following his/her disability. Said certification may be amended by the physician. Any and all insurance provisions which pertain to medical disabilities will apply in identical fashion to pregnancy-related disabilities.

13.072 Following the conclusion of any pregnancy-related disability; or in the event any teacher adopts a child and such child is less than six (6) years of age at the time of adoption; or, with respect to a father, following the birth of a child; the teacher may apply for permission to take Parental Leave. Requests for permission to take Parental Leave must be made at least twenty (20) days prior to the date on which the parental leave is to begin. Notification for leave in the case of adoption shall be given as soon as possible prior to receiving custody of the child. Parental Leave shall be granted upon request, provided that the following conditions are met:

A. If Parental Leave is requested during the summer months when school is

not in session, then the leave must extend for at least one (1) semester.

- B. If Parental Leave begins during a school semester, then said leave must extend through the remainder of that semester. Following the completion of that semester, any additional Parental Leave must occur in semester increments, not to exceed three (3) additional semesters, but such leave must end at the end of a school year and not at mid-year semester.
- C. Any and all Parental Leaves are without pay, and the teacher will not receive credit during the period of such leave for the purpose of advancement on the Salary Schedule.
- D. The teacher must state specifically in writing at the time Parental Leave is requested, the length of such requested leave and the date on which the teacher will be available to return to work.
- E. Parental Leave will not exempt a teacher from decisions regarding contract renewals relating to teacher appraisal and/or staff reduction under this Agreement. If Parental Leave is granted, and upon return of the employee from Parental Leave, he/she will be assigned to his/her prior position, if available, or a position as nearly equal to that which had been previously occupied.
- F. Insurance benefits and other fringe benefits under this Agreement shall not apply during the period of a parental leave.
- G. In the event a teacher does not return to work at the time indicated in his/her request for Parental Leave, said teacher will forego any right to reinstatement to a teaching position in the school system.

13.08 MILITARY LEAVE

- 13.081 A unit member who is a member of a reserve component of the Armed Forces of the United States and/or the State of Ohio shall be granted leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service or field training or active duty for periods not to exceed one hundred seventy six (176) hours in any one (1) calendar year. Bargaining unit members called to active duty in the uniformed services for longer than a month in a calendar year are entitled to leave and pay as set forth in Ohio Revised Code Section 5923.05. The District and the employee shall continue to contribute to the State Teachers Retirement System (STRS) based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.
- 13.082 A unit member shall be granted a leave without pay when he/she leaves the employment of the Board and within forty (40) days thereafter enters the Armed Forces of the United States. A unit member shall be reemployed following such leave if application is made in writing within ninety (90) days of discharge, other than a dishonorable discharge, from active duty. Reemployment shall be under the same type of contract as was formerly held

and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the beginning of the next semester. The Board of Education may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the armed services or auxiliaries thereof in accordance with Article 5, Reduction in Force.

- 13.083 A unit member who will need to be absent during the summer term because of military responsibilities shall be ineligible to fill summer school vacancies.
- 13.084 For purposes of seniority and placement on the salary schedule, years of service in the armed forces are to be counted as though teaching service had been rendered during such time. However, sick leave is not accumulated during the period of military leave.

13.09 PROFESSIONAL LEAVE

- 13.091 Professional Leave of Absence may be granted annually to contracted staff for the purpose of attending workshops or other professional meetings each year.
- 13.092 The term "professional days" is not to include days when a teacher accompanies students to meetings, competitions, and the like.
- 13.093 The Board shall pay that portion of the pre-approved receipted expenses (including fees, meals, lodging, and transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions which have the advance approval of the Superintendent for the particular purpose of professional improvement to the school system and/or to the individual participating. Such authorization for attendance shall be upon approval by the Superintendent. The teacher shall receive his/her salary for those days he/she is absent from his/her assignment for such Professional Leave.

13.10 BENEFITS WHILE ON LEAVE

With the exception of FMLA leave, no benefits that result in an expense to the Board will be provided to any teacher while on a leave of absence without pay. When a group insurance policy permits, a teacher on an unpaid leave of absence may continue to participate in such insurance benefits by advance payment, on a monthly basis, of the cost of such benefits as determined by the insurance carriers or Plan Administrator but no more than one hundred two percent (102%) of the total cost of the benefit.

13.11 DONATION OF SICK LEAVE

- 13.111 If a member of the bargaining unit is currently absent for thirty (30) consecutive days or more due to a catastrophic or long-term illness or accident of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another bargaining unit member may donate up to five (5) days of his/her accumulated Sick Leave to the absent teacher. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent. Teachers

whose sick leave has been depleted by intermittent use shall not qualify for this benefit. Catastrophic or long term illness is not intended to include normal maternity leave and/or absence due to child birth. Employees seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.

- 13.112 No teacher may receive more than an aggregate of thirty (30) donated Sick Leave days in any one (1) school year.
- 13.113 Donation of Sick Leave days shall be initiated by a teacher on a form furnished by the Treasurer, no later than the pay period within which the Sick Leave of the absent teacher is exhausted.
- 13.114 Donated Sick Leave shall be added to the accumulated Sick Leave of the absent teacher and deducted from the donating teacher.
- 13.115 A teacher requesting donated sick leave shall notify the Superintendent and the Association in writing.
- 13.116 Notwithstanding 13.111 above, for disability associated with normal childbirth, a teacher may utilize donated sick leave for up to a maximum of six (6) weeks following births occurring on or before December 31, 2003, which period includes the teacher's use of accumulated sick leave, if any. Additional donation of sick leave beyond the six (6) week maximum shall be permitted only if such absence would otherwise qualify under this provision.

13.12 FAMILY AND MEDICAL LEAVE ACT(FMLA) LEAVE

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

- 13.121 Purpose: Eligible employees may take up to twelve (12) weeks of FMLA leave in any 12-month period as defined above for the following reasons:
 - A. The birth of the employee's child and to care for the child within one (1) year of the child's birth;
 - B. The placement of a child with the employee for adoption or foster care, and to care for the adopted child or foster child within one (1) year of the child's arrival;
 - C. The employee is needed to care for the spouse, child or parent of the employee when that family member has a serious health condition;
 - D. The employee's own serious health condition prevents him/her from

performing the functions of his/her job.

- E. any "qualifying exigency" that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.

13.122 Usage

- A. The employee shall give the Board thirty (30) days notice when the need for leave is foreseeable; otherwise, the notice shall be given as soon as practicable. Employees requesting FMLA leave shall utilize forms available in the office of the Treasurer.
- B. FMLA leave may be taken intermittently in accordance with law.
- C. The Board is responsible for notifying employees that it intends to designate leave, paid or unpaid, as FMLA leave-qualifying.

13.123 Insurance Continuation: The Board will maintain the employee's coverage under its "Group Health Plan" during the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in employment continuously for the period of the leave. Failure of employees on approved leave to make timely payments of required contributions will result in such benefit being discontinued.

13.13 UNAUTHORIZED ABSENCE

Nothing in this Article or Agreement shall be construed so as to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements and has not obtained any other authorized leave status from the Board, nor is the Board in any way limited from taking appropriate disciplinary action for any unauthorized absence up to and including termination. Bargaining unit members who have exhausted sick and all other authorized leave must seek an unpaid leave from the Board pursuant to Ohio Revised Code Section 3319.13 to preserve a right to return to employment.

ARTICLE 14. EMPLOYMENT PRACTICES

14.01 INDIVIDUAL TEACHING CONTRACTS

A contract or salary notice shall be issued to each member of the bargaining unit no later than June 15 of each work year for the following work year. The contract or salary notice shall contain the following information:

- 14.011 Names of parties;
- 14.012 Term of contract, type of contract (limited or continuing);
- 14.013 Annual salary;

- 14.014 Number of days required for that particular work year;
- 14.015 Building assignment;
- 14.016 The statement: "The Master Contract negotiated between the Association and the Board is herein incorporated by reference."
- 14.017 When an employee receives a contract under this provision, the contract must be signed and returned to the Treasurer within 20 calendar days. After 15 days, if the contract has not yet been signed and returned, the Treasurer will provide notification to the teacher, in writing, that the 20 calendar day deadline is approaching. If the contract is not signed and returned within the 20 calendar days, the employee will be deemed to have resigned and relinquished his/her employment with the District.

14.02 SALARY PLACEMENT AND ADJUSTMENT

- 14.021 A member of the bargaining unit shall be placed on the proper column of the salary schedule as determined by his/her academic training and experience. In order to qualify for horizontal movement beyond the Bachelor's Degree, a member of the bargaining unit must have accumulated appropriate credit in semester hours after the date of his/her degree. The accumulated hours must be earned in courses in the teaching field of the individual or courses in a college or department of education.

Credit hours not meeting these criteria must be approved by the Superintendent. Bargaining unit members may request the Superintendent to determine acceptability of credit hours prior to the member beginning said courses.

Credit shall not be recognized for courses or degrees from professional schools such as medicine, law, etc., or to qualify for a different profession, such as real estate sales, unless they meet the above criteria.

Credit hours earned subsequent to the receipt of a Bachelor's Degree will be applied once each semester by the Treasurer only under the following conditions:

- A. The course was successfully completed and written notice of same requesting appropriate placement on the salary schedule was provided to the Treasurer within fifteen (15) days of the beginning of each Copley-Fairlawn School semester.
- B. A transcript confirming the above grade and completion information is provided to the Treasurer as soon as it is available, but no later than October 31st to receive payment for the first semester, and by March 31st to receive payment for the second semester. Failure to provide such transcript in a timely fashion will result in a salary adjustment back to the original placement and consideration for eligibility for advancement being postponed until the following semester.

14.022 Graduate hours earned subsequent to the receipt of a Master's Degree will be applied once each semester by the Treasurer toward advancement to one (1) of the "MA+" columns of the salary schedule under the same procedures set forth in Section 14.021.

14.023 Employees will be advanced one (1) step on the salary schedule in July of each year provided the following conditions are met:

A. The employee actually received pay for at least one hundred twenty (120) days during the previous school year; and

B. The addition of one (1) year to the employee's prior full years of completed service with the District gives the employee the number of years required for a step advancement on the salary schedule.

C. For the 2011-2012, 2012-2013, and 2013-2014 contract years, bargaining unit members' salaries will be frozen at the 2010-2011 levels and no bargaining unit member will be paid less salary during the term of this Agreement than they were paid in salary for the 2010-2011 contract year (subject to a reduction in contracted time). In addition, bargaining unit members may receive an increase in salary during the term of this Agreement for horizontal (educational) steps, only, as set forth herein. Upon the resumption of vertical steps, no bargaining unit member will move more than one step, i.e., there will be no "make-up" steps.

14.024 Half-year steps on the salary schedule will not be permitted.

14.03 PAY PERIODS

All employees of the Copley-Fairlawn City School District will be paid in twenty-six (26) equal payments.

14.04 SEVERANCE PAY

14.041 At the time of service retirement a certificated/licensed employee can be paid in cash for twenty-five percent (25%) or sixty-five (65) days, whichever is less, of his/her unused, accrued Sick Leave at per diem rate.

14.042 Such payment shall be computed on the employee's base rate of pay at the time of retirement. Payment for Sick Leave on this basis shall be considered to eliminate all Sick Leave credit accrued by the employee at the time. Such payment shall be made within thirty (30) days after the retirement system verifies that retirement has actually become effective.

14.043 Severance pay benefits for a teacher eligible for benefits under this Section who dies while on active service or on approved leave of absence shall be paid to the member's Life Insurance beneficiary.

14.044 To the extent permitted by law, an employee may elect to have his/her

severance payment deposited directly into a tax-deferred compensation plan.

14.05 MILEAGE REIMBURSEMENT

Teachers who travel on approved Board business including approved attendance at professional meetings shall be reimbursed at the rate established by the Internal Revenue Service for mileage involved in such travel, provided the teacher utilizes a pre-approved purchase order in advance of such travel.

14.06 SPOT SUBSTITUTION

14.061 When a teacher is required to teach or supervise a classroom or other student activity, homeroom, or duty during the teacher's planning period, the teacher will be paid at the rate of thirty dollars (\$30.00) per hour to the nearest quarter hour. Except in emergency situations, teachers shall have the right to refuse such assignment.

14.062 Every effort shall be made when switching duties to rotate such assignments among the staff.

14.07 CURRICULUM DEVELOPMENT/WRITING

When a teacher works on development and/or the writing of curriculum other than during the regular school year/day, the teacher will be paid at the rate of twenty-five dollars (\$25.00) per hour.

14.08 RETIREMENT INCENTIVE PLAN

14.081 Qualification and Amount of Benefit: Effective for the 2007-2008 school year only, retiring teachers meeting the requirements hereinafter set forth shall receive a lump sum cash payment in the amount of sixty-five percent (65%) of the teachers' base salary if they retire during the year they first become eligible to retire (as defined below).

Effective for the 2008-2009 school year and thereafter, retiring teachers meeting the requirements hereinafter set forth shall receive a lump sum cash payment in the amount of sixty-five percent (65%) of the teachers' base salary if they retire at the end of the year they first become eligible to retire (as defined below).

14.082 Conditions for Participation

- A. To be eligible for this Retirement Incentive Payment, the teacher must be eligible for and retire under the State Teachers Retirement System (STRS) during his/her first year of eligibility at thirty (30) years of STRS recognized service.
- B. The teacher must retire not later than August 1 following the school year in which he/she is first eligible for STRS service retirement.
- C. The teacher shall, at the time of application for participation in this

Retirement Incentive Plan, be serving in a full-time contractual position as a member of the bargaining unit.

- D. The teacher shall have at least ten (10) years of service with the Copley-Fairlawn City School District as of the effective date of retirement under the terms of this plan.
- E. Not later than March 1 of the retirement year, the teacher shall submit a written statement to the Superintendent announcing his/her intent to retire. This statement shall include the effective date of retirement. This statement shall constitute the teacher's resignation effective on the indicated date of retirement. Once delivered to the Superintendent, this resignation shall be irrevocable.
- F. Payment shall be made in one (1) lump sum in the first payroll in January of the year following retirement. Such payment may be deposited into a qualifying tax deferred vehicle as provided under law.

14.09 SUMMER SCHOOL/AFTER SCHOOL /HOME INSTRUCTOR ASSIGNMENT

When an employee teaches summer school, home instruction, or has an after school teaching assignment, he/she will be paid at the rate of twenty-five dollars (\$25.00) per hour, which includes one (1) hour of compensation for planning for every five (5) hours of student contact time. Such hours will be established by the Superintendent or his/her designee.

14.10 JOB SHARING

- 14.101 Job sharing shall refer to a voluntary option available for teachers, subject to the prior approval of the Superintendent, to share one full-time position.

Job sharing shall be defined as two individuals sharing the same job such that each has approximately one-half (1/2) of the duties/responsibilities and approximately one-half (1/2) of the salary/monetary benefits of the job, unless some other arrangement is approved by the Superintendent.

- 14.102 Approval of a job sharing arrangement for any one year shall not constitute approval of such arrangement for the subsequent year.
- 14.103 Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.
- 14.104 A teacher from outside the bargaining unit is eligible to be considered for a job sharing opportunity with a current bargaining unit member only in the event that there are no qualified internal candidates for the position.
- 14.105 Partnerships must be formed by June 1st.
- 14.106 Each teacher shall acquire one year of seniority for each year of job sharing worked. Movement on the salary schedule will be made in full year equivalence units only.

- 14.107 A job sharing partnership shall last one (1) school year, renewable from year to year, with approval of the Superintendent.
- 14.108 Upon dissolution of the job sharing partnership for any reason, the teacher with most seniority of the partnership shall have first choice for the position. The displaced teacher will be given preference for any vacant position in the district for which he/she is qualified and licensed. A job share teacher who came from outside the bargaining unit after August 1, 2010, will have no rights to continued employment if and when such job sharing arrangement is dissolved, but will be given consideration for any open position.
- 14.109 Due to the nature of job sharing, such arrangements will not always reflect an exact 50% split of responsibilities. Consequently, the Superintendent may assign varying percentages to each teacher for purposes of determining salary and benefits. It is further understood that, due to the need for coordination of educational programming, etc., the actual amount of the work day needed to facilitate a successful job share may exceed the percentages assigned by the Superintendent for pay and benefits and the amount of the work day shall be agreed upon in writing at the time the job share is approved.
- 14.110 In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.
- 14.111 A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office, and distributed and discussed with parents within the first three (3) weeks after the start of school.
- 14.112 Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized. Teachers and building principal will meet to discuss room assignment, scheduling, supplies, etc. as soon as said items are determined.
- 14.113 Both teachers will be present for Open House and evening conferences. Teachers will work their regular day on in-service and conference days.

ARTICLE 15. INSURANCE

15.01 GROUP INSURANCE

- 15.011 Medical, Hospitalization, Dental, Major Medical, Prescription Drug Insurance/Benefits and Life Insurance are provided for each full-time member of the bargaining unit to the extent set forth below. Single or Family coverage may be selected by the member. A "full-time member" is defined as one who is scheduled to perform bargaining unit work for at least thirty (30) hours per week. Employees hired after the effective date of this contract who are

scheduled to work less than thirty (30) hours per week are not eligible to participate in the Group Insurance Plan.³ Eligible employees will be provided Medical, Hospitalization, Dental and Major Medical Insurance/Benefits, and Prescription Drug Insurance/ Benefits for qualified family members.⁴

The Board shall pay 85% of the premium/contribution cost for full-time members of the bargaining unit who participate in the Board-selected Group Insurance Plan. The balance of the premium/contribution shall be paid by the bargaining unit member through payroll deduction to a maximum of \$42 per pay for 26 pays for full-family coverage, \$33.50 per pay for 26 pays for 2-person family coverage and \$18.00 per pay for 26 pays for single coverage.

The Board shall pay 90% of the premium/contribution cost for full-time members of the bargaining unit and covered spouses (through payroll deduction to a maximum of \$31.00 per pay for 20 pays for full-family coverage, \$25.00 per pay for 20 pays for 2-person family coverage and \$13.00 per pay for 20 pays for single coverage). who participate in the Board-selected Group Insurance Plan and who also participate in the District "Wellness Program," which includes health risk assessment and biometric screenings in accordance with the Copley-Fairlawn City School District Wellness Program are set forth in Appendix P.

The balance of the premium/contribution shall be paid by the bargaining unit member through payroll deduction.

There shall be separate premium/contributions specified for full-family coverage, 2-person family coverage and single coverage. Notification of any changes in the cost of the premium/contributions shall be sent to all teachers.

15.012 Plan Benefits: See Certificate attached as Appendix H.

Dental Expense Benefits

Calendar Maximum for other than orthodontic services	\$2,500
Orthodontic lifetime maximum (including temporomandibular joint disturbances)	\$2,500
Deductible	
Individual	\$25
Family	\$50

The deductible amount is waived for preventive and diagnostic services and orthodontic services

³ Current employees participating in the Group Insurance Plan as of the effective date of this Contract may continue to receive coverage as before, unless or until such participation is terminated (i.e., opt-out or otherwise), at which point they may participate thereafter only if they are scheduled to work thirty (30) hours per week or more as set forth herein.

⁴ Qualified family members are defined as either a spouse of the eligible employee and/or child or children of said employee who must be unemancipated, unmarried, and under the age of 19 or 24 if a full time student. Qualified family members covered under the Group Insurance Plan on the effective date of this contract would include the child or children of the eligible employee who is/are unemancipated, unmarried, and under the age of 21 or 24 if a full time student.

Benefit percentages

Preventive & diagnostic services	100% of R&C
Basic restorative services	80% of R&C
Major restorative services	60% of R&C
Orthodontic services	60% of R&C

- 15.013 Working Spouse Coverage: If an employee's spouse is eligible to participate, as a current employee or retiree in group health insurance and/or prescription drug insurance sponsored by his/her employer or any public retirement plan, the spouse must enroll in such employer (or public retirement plan) sponsored group insurance coverage(s).

This requirement does not apply to any spouse who is required to pay more than \$150.00 per month for single coverage through their employer's plan, who may remain in primary coverage upon verification of same and for as long as such coverage exceeds that amount. This exception does not apply to spouses covered by a public retirement plan who will be excluded from primary coverage under the Board's plan if eligible to participate in insurance coverage provided by such public retirement plan.

Upon the spouse's required next open enrollment (but in no case later than January 1, 2008), in any such employer (or public retirement plan) sponsored group insurance coverage as set forth above, that coverage will become the primary payor of benefits and the coverage sponsored by the Board will become the secondary payor of benefits.

Any spouse who fails to enroll in any group insurance coverage sponsored by his/her employer or any public retirement plan, as required by this Section, shall be ineligible for benefits under such group insurance coverage sponsored by the Board.

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan and/or exceeds the \$150.00 per month limitation set forth above, if applicable (see Appendix N). If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Plan of a change in their spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance in conformance with the conditions set forth above, and such false information or such failure by an employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable

to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to appropriate disciplinary action by the Board.

15.014 Non-emergency surgery, performed without obtaining pre-admission certification, will be covered at fifty percent/fifty percent (50%/50%) coinsurance, to a maximum penalty amount of five hundred dollars (\$500.00) per occurrence, unless the following conditions are met:

1. The licensed practitioner performing the surgery must submit, in advance to the medical review organization, on a form provided by the medical review organization, a request for predetermination of the length of the hospital stay. Upon receipt of this determination, the Plan will cover only those days, unless there are unforeseen complications certified by the practitioner.
2. Hospitalization coverage shall not provide any benefits for Friday or Saturday prior to surgery, unless the surgery is scheduled on Monday.
3. Nothing in this provision shall apply to emergency surgery recommended by a licensed practitioner.

15.015 The contract between the Board of Education and the provider(s) of the above benefits shall be incorporated by reference into this Negotiated Agreement.

15.02 LIFE INSURANCE

15.021 The Board shall provide and pay the premium for a thirty-five thousand dollar (\$35,000.00) Term Life Insurance policy for each full-time member, as defined in Section 15.011, above.

15.022 Bargaining unit members shall have the option to purchase additional life insurance up to thirty-five thousand dollar (\$35,000.00), or an amount equal to the employee's salary, whichever is greater, assuming such an option is made available by the Board-chosen insurance carrier.

15.03 WORKERS' COMPENSATION

15.031 Each person in the service of the School District who receives any injury in the course of and arising out of his/her employment is protected by the provisions of the Ohio Workers' Compensation Law.

15.032 Any injury must be promptly reported to the immediate supervisor, or if the employee is incapacitated, as soon thereafter as is practical.

15.04 CHEST X-RAY OR TUBERCULIN SKIN TEST

15.041 Tuberculin testing of all school employees is provided by the County Health Department. All new employees are required to avail themselves of this opportunity, or to present the results of a chest x-ray if the mantoux test shows unsatisfactory results. (X-ray costs are paid by the school insurance company.)

15.042 The results of all testing will be kept on file in the Board office.

15.05 OPT-OUT

Any bargaining unit member currently covered under the District's group health insurance plan, or a newly hired bargaining unit member eligible for the District's group health insurance plan, may elect not to be covered by the group insurance plan for the entire year. The employee must declare in writing to the Treasurer that he/she is (a) covered under another insurance plan and (b) elects not to be covered by the District's group health plan. The deadline for currently employed bargaining unit members to declare their intention to opt out is July 1 of each year and the deadline for newly hired employees is September 1 of the year of hire. The Board shall pay \$750 to an employee who opts out of the District's group health plan for the entire year, payable in a lump sum during the first payroll of the succeeding school year through the District's qualified Section 125 Plan. A bargaining unit member who is covered under the group insurance plan as the spouse/dependent of a District employee is not eligible to opt out for the lump sum payment. In the event of a change in marital status or if an employee's spouse loses his/her present insurance coverage, the employee may re-enroll in the District's group insurance plan. However, no payment or proration will be made to any employee who enrolls or re-enrolls in the District's group insurance plan at any time during the year.

15.06 IRS SECTION 125 PLAN

The Board will maintain an IRS Section 125 Plan for all interested bargaining unit members.

15.07 MISCELLANEOUS

15.071 As used in this Article, "year" means calendar year.

15.072 A bargaining unit member who resigns at the end of the school year is covered by the group insurance plan through August 31 of that year. Qualified family members of a bargaining unit member are also covered through August 31. A bargaining unit member who retires at the end of the school year will be covered by the group insurance plan through August 31 of that year or until the effective date of retirement, whichever is earlier.

15.08 INSURANCE COMMITTEE

15.081. An Insurance Committee shall be comprised of five (5) members appointed by the C.T.A. and an equal number appointed by the Superintendent. This Committee may coordinate its activities with those of the separate Support Staff Insurance Committee. The parties may designate substitutes to attend in the event a member is absent.

- 15.082 The Insurance Committee shall conduct an ongoing review of insurance coverage and options including cost/benefit analysis of various coverages, cost containment, experience, rates, products, and other alternatives.
- 15.083 The Insurance Committee shall have the authority to recommend by a 2/3 vote, to the C.T.A. and the Board, changes in the nature and extent of the insurance coverage. No change shall become effective until approved by both the C.T.A. and the Board. The parties agree that any recommendations of this Committee and its members are not to replace or abrogate the authority of the C.T.A. as the exclusive bargaining representative of this bargaining unit or the authority of the Board.
- 15.084 The Insurance Committee shall meet at least four (4) times during the school year, unless mutually agreed to meet less. The Committee shall maintain minutes of its meetings which shall be approved by the Committee members. Copies of these approved minutes shall be furnished to the Superintendent and C.T.A. President. C.T.A. Committee members will be compensated at a rate of \$25.00 per meeting.

ARTICLE 16. GENERAL PROVISIONS

16.01 COMPLETE AGREEMENT

This Agreement supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties.

16.02 MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Board retains the rights, powers, duties, and obligations of management provided by the Ohio Revised Code, specifically Section 4117.08(C).

16.03 PROVISIONS CONTRARY TO LAW

The parties intend this Agreement to supersede and replace any state and local laws on the subjects covered by this Agreement. Where this Agreement makes no specific provision concerning a matter, the provisions of applicable law shall prevail. If, by operation of law or by a court of competent jurisdiction, it is found that any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

16.04 PRINTING OF AGREEMENT

This Agreement will be printed in booklet form in sufficient number to supply one (1) for each member, plus forty (40) extra copies for the Association and forty (40) copies for the Board. The cost of printing shall be paid by the Board and the responsibility for typing and formatting shall be the responsibility of the Association.

16.05 DURATION

This Agreement shall be effective June 30, 2011 through June 29, 2014.

16.06 MIDTERM/INTERIM BARGAINING

16.061 Midterm bargaining shall be viewed by the parties as an activity necessitated under extenuating circumstances or by mutual agreement of the parties. Should compliance with a state or federally mandated or adopted action or program be highly likely to have a detrimental impact upon the District if not implemented, then the Board shall first explore, in good faith, methods of compliance which do not adversely impact Members' wages, hours, terms and/or conditions of employment. Thereafter, if not resolved, the parties will engage in midterm bargaining in a good faith effort to reach agreement on any and all outstanding issues presented.

16.062 Before restructuring any school(s) as a result of state or federally mandated actions, assessments or sanctions, the Board will provide the Association with an adequate opportunity to review data and information upon which the determination to restructure is believed to be based and consider any input provided by the Association at least fourteen (14) calendar days prior to any action by the Board. To the extent that any proposed change affects wages, hours, terms and/or conditions of employment, such changes shall be subject to midterm bargaining as set forth above.

BOARD OF EDUCATION OF
THE COPLEY-FAIRLAWN
CITY SCHOOL DISTRICT

COPLEY TEACHERS ASSOCIATION

Jessica H Wargo
President

6-30-11
Date

[Signature]
Treasurer

6/30/11
Date

Windy G Lewis
President

6-30-11
Date

[Signature]
Negotiations Team Member

6/30/2011
Date

COPLEY-FAIRLAWN CITY SCHOOL DISTRICT
APPLICATION FOR PERSONAL LEAVE
(COMPLETE IN TRIPLICATE)

Name _____

Building _____

Date Requested _____

Check below only reason for your requested day:

() Legal--summons to appear in court or other governmental summons, personal legal business which cannot be conducted outside school hours, appearance as a witness.

() House purchase--move into another house or apartment, problems in movement of furniture, banking transactions involved.

() Weddings--family members or close friends.

() Transportation of members of immediate family to or from college.

() Graduation--attendance at high school or college graduation of son, daughter, wife, husband or any other member of the immediate family.

() Special Awards--attendance for presentation to members of the immediate family. Provided however "special awards" do not include sales or promotional awards received by a bargaining unit member's spouse.

() Emergencies--in the home or car.

() Personal Business--any personal matter not included above.

() Religious Holidays

Falsification of the reasons for personal leave shall be grounds for discipline.

I affirm that the leave requested has (or will) be taken for the reason so marked.

Signature of Teacher or Employee

(THE ABOVE SHALL NOT BE SUBJECT TO APPROVAL OR DISAPPROVAL BY THE ADMINISTRATION.
FALSIFICATION OF THIS FORM IS GROUNDS FOR DISCIPLINARY ACTION)

() OTHER FOR GOOD AND SUFFICIENT REASONS. (STATE REASONS ON THE BACK OF THIS FORM.)

Approved: _____

Disapproved: _____

Approved: _____

Disapproved: _____

SALARY SCHEDULE INDEX

<u>STEPS</u>	<u>BACH</u>	<u>BA+6</u>	<u>BA+12</u>	<u>BA+18</u>	<u>BA+24</u>	<u>MAST</u>	<u>MA+15</u>	<u>MA+30</u>
STEP 0	1.0000	1.0100	1.0200	1.0600	1.0700	1.0900	1.1400	1.1900
STEP 1	1.0550	1.0650	1.0750	1.1200	1.1300	1.1600	1.2100	1.2600
STEP 2	1.1100	1.1200	1.1300	1.1800	1.1900	1.2300	1.2800	1.3300
STEP 3	1.1650	1.1750	1.1850	1.2400	1.2500	1.3000	1.3500	1.4000
STEP 4	1.2200	1.2300	1.2400	1.3000	1.3100	1.3700	1.4200	1.4700
STEP 5	1.2750	1.2850	1.2950	1.3600	1.3700	1.4400	1.4900	1.5400
STEP 6	1.3300	1.3400	1.3500	1.4200	1.4300	1.5100	1.5600	1.6100
STEP 7	1.3850	1.3950	1.4050	1.4800	1.4900	1.5800	1.6300	1.6800
STEP 8	1.4400	1.4500	1.4600	1.5400	1.5500	1.6500	1.7000	1.7500
STEP 9	1.4950	1.5050	1.5150	1.6000	1.6100	1.7200	1.7700	1.8200
STEP 10	1.5500	1.5600	1.5700	1.6600	1.6700	1.7900	1.8400	1.8900
STEP 11	1.6050	1.6150	1.6250	1.7200	1.7300	1.8600	1.9100	1.9600
STEP 12	1.6600	1.6700	1.6800	1.7800	1.7900	1.9300	1.9800	2.0300
STEP 13	1.7150	1.7250	1.7350	1.8400	1.8500	2.0000	2.0500	2.1000
STEP 16	1.7400	1.7500	1.7600	1.8650	1.8750	2.0250	2.0750	2.1250
STEP 20	1.7650	1.7750	1.7850	1.8900	1.9000	2.0500	2.1000	2.1500
STEP 24	1.7900	1.8000	1.8100	1.9150	1.9250	2.0750	2.1250	2.1750
STEP 27	1.8150	1.8250	1.8350	1.9400	1.9500	2.1000	2.1500	2.2000

APPENDIX C

Copley-Fairlawn City School District
 Teacher Salary Schedule
 Effective August 1, 2011 – July 31, 2014*

Base Salary 36,345

<u>STEPS</u>	<u>BACH</u>	<u>BA+6</u>	<u>BA+12</u>	<u>BA+18</u>	<u>BA+24</u>	<u>MAST</u>	<u>MA+15</u>	<u>MA+30</u>
0	36,345	36,708	37,072	38,526	38,889	39,616	41,433	43,251
1	38,344	38,707	39,071	40,706	41,070	42,160	43,977	45,795
2	40,343	40,706	41,070	42,887	43,251	44,704	46,522	48,339
3	42,342	42,705	43,069	45,068	45,431	47,249	49,066	50,883
4	44,341	44,704	45,068	47,249	47,612	49,793	51,610	53,427
5	46,340	46,703	47,067	49,429	49,793	52,337	54,154	55,971
6	48,339	48,702	49,066	51,610	51,973	54,881	56,698	58,515
7	50,338	50,701	51,065	53,791	54,154	57,425	59,242	61,060
8	52,337	52,700	53,064	55,971	56,335	59,969	61,787	63,604
9	54,336	54,699	55,063	58,152	58,515	62,513	64,331	66,148
10	56,335	56,698	57,062	60,333	60,696	65,058	66,875	68,692
11	58,334	58,697	59,061	62,513	62,877	67,602	69,419	71,236
12	60,333	60,696	61,060	64,694	65,058	70,146	71,963	73,780
13	62,332	62,695	63,059	66,875	67,238	72,690	74,507	76,325
16	63,240	63,604	63,967	67,783	68,147	73,599	75,416	77,233
20	64,149	64,512	64,876	68,692	69,056	74,507	76,325	78,142
24	65,058	65,421	65,784	69,601	69,964	75,416	77,233	79,050
27	65,966	66,330	66,693	70,509	70,873	76,325	78,142	79,959

* Bargaining unit members who received a non-salary stepping stipend (\$909) for the 2010-2011 contract year, will have that amount credited to his/her salary amount for purposes of establishing the base salary rate (subject to any reduction in contracted time) for the duration of this Agreement, subject to increase by horizontal movement on the salary schedule only.

APPENDIX D
TUTORS RIGHTS AND BENEFITS

- A. Tutors paid on an hourly rate will be paid for one hundred seventy-eight (178) instructional days and two (2) parent conference days, one (1) day for an opening staff meeting, and one (1) in-service day. Tutors will receive their hourly rate in cases of snow and other calamity days, limited to five (5) days per school year.
- B. Tutors shall receive sick leave, personal leave, assault leave, jury duty leave, extended illness leave, parental leave, military leave, professional leave, donation of sick leave, and family medical act leave, as set forth in Article 13.
- C. Tutors shall be paid for time actually worked, including staff meetings, plus a minimum of a thirty (30) minute preparation time. In addition, those tutors who are regularly scheduled to work four and one-half (4½) or more hours per day shall be paid thirty (30) minutes lunch time.
- D. If travel from one worksite to another during the day is required, tutors shall be paid for travel time and mileage at the IRS rate. This time shall in no way be construed or used as preparation time. In order to receive reimbursement, tutors must obtain a pre-approved purchase order and thereafter shall submit mileage reimbursement forms in accordance with Section 14.05.
- E. A tutor shall receive a year of service credit (for future salary placement) for each school year in which he/she works one hundred twenty (120) or more days of at least 5 hours of paid service each day.
- F. A tutor scheduled to be in pay status for more than thirty (30) hours per week shall be eligible for single coverage Medical, Dental, Major Medical, Prescription Drug Insurance/Benefits and Life Insurance as described in Article 15 and may pay the additional cost for family coverage. Tutors scheduled to be in pay status thirty (30) hours or less per week may not participate in the group insurance plan. However, tutors working less than thirty (30) hours who were, as of July 1, 2003, participating in the Group Insurance Plan through the payment of premiums, may continue such paid participation unless or until there is a break in the service of the individual tutor, or such coverage is no longer purchased by the tutor. Thereafter, such tutor would only be able to purchase insurance if they are scheduled to be in pay status for more than thirty (30) hours per week as set forth herein.
- G. Tutors shall be paid according to the following hourly salary schedule:

	<u>0-4 Years</u> <u>Experience</u>	<u>5-9 Years</u> <u>Experience</u>	<u>10+ Years</u> <u>Experience</u>
2011-2012*	\$27.67	\$28.90	\$30.13
2012-2013*	\$27.67	\$28.90	\$30.13
2013-2014*	\$27.67	\$28.90	\$30.13

*Tutors who received a non-salary stepping stipend for the 2010-2011 contract year, will have that amount credited to his/her hourly rate for purposes of establishing the base hourly rate for the duration of this Agreement.

AUXILIARY SERVICE PERSONNEL

- A. All provisions of this Agreement shall be applicable to Auxiliary Service Personnel except as specifically excluded or modified by this Appendix.
- B. The following Articles and/or sections of this Agreement do not apply to Auxiliary Service Personnel:

Article 5	Reduction In Force
Article 8	Supplemental Contracts
Article 9	Evaluation
Article 10	Nonrenewal
Article 12	Vacancy, Transfer and Posting
Section 6.03	Substitute Teachers
Section 14.03	Retirement Incentive Plan

- C. The provisions of R.C. 3319.11 and 3319.111 shall not apply to Auxiliary Service Personnel, who shall have no rights under those provisions.
- D. Auxiliary Service Personnel shall be employed under limited contracts, which shall expire automatically at the end of the term stated in the contract, without the need for any action or notices by the Board of Education. Auxiliary Service Personnel shall be reemployed for the following year based upon funding, the needs of the District and the preference of the nonpublic school/facility to which they have been assigned.
- E. Auxiliary Service Personnel shall not acquire bargaining unit seniority during auxiliary service assignments.

GRIEVANCE FORM
Level II

Name of Grievant _____ Date of Filing _____

Building _____ Assignment _____

Date of Informal Meeting _____

Statement of Grievance: (Include specific citation to the Article and Section which you are claiming has been misrepresented, misapplied, or violated, and the date of the alleged violation):

Relief Sought:

Signature of Grievant _____ Date _____

Signature of Principal/
Superintendent/Designee _____ Date _____

GRIEVANCE DISPOSITION

To: _____ Date: _____

This is to inform you that your grievance filed on _____ at Level _____ was disposed of as follows:

Date of Hearing: _____

Participants in Hearing:

Principal/Superintendent/Designee's Signature _____

Date _____

Received by Grievant/Representative

Date _____

Signature _____

Plan Benefits:

APPENDIX

H

Covered Benefits	Network	Non-Network
Deductible (Single/Family) <i>(Applies only to percent (%) copayments)</i>	None	\$500/1,000
Out-of-Pocket Maximum (Single/Family)	\$1,000/2,000	\$2,000/4,000
Physician Office Services Including Office Surgeries, allergy serum and injections ¹ • Allergy testing	\$15 Covered in full	30% 30%
Preventive Care Medical History Mammography ¹ , Pelvic Exams, Pap testing and PSA tests Immunizations ¹ Annual diabetic eye exam Annual Vision and Hearing Exams	\$15	30%
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits apply) Physical/Occupational therapy: 60 visit limit Spinal manipulations: 15 visit limit Speech therapy: 20 visit limit	Copayments based on place of service	Copayments based on place of service
Inpatient Service Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab 90 days Network/Non-Network combined for skilled nursing facility	\$500	30%
Outpatient Surgery Hospital/Alternative Care Facility	\$100	30%
Other Outpatient Services Hospital/Alternative Care Facility	Covered in full	30%
Inpatient and Outpatient Professional Charges	Covered in full	30%
Home Care Services: 30 visits limit network/non-network	Covered in full	Covered in full
Hospice Services	Covered in full	Covered in full
Emergency and Urgent Care: Emergency Care in Emergency Room <i>(covers all services, copayment waived if admitted, then inpatient copayment applies)</i> Urgent Care Facility	\$75 \$35	\$75 \$35
Ambulance Services	Covered in full	Covered in full
Maternity Services	\$500	30%

Mental Health and Substance Abuse² (limits and maximums apply) Inpatient: 30 Network days/10 Non-network days (includes inpatient mental health Non-Network) Outpatient: 10 Network visits 10 Non-Network mental health visits Inpatient and outpatient substance abuse \$550 Non-Network (Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-Network combined.)	\$500 inpatient \$15 outpatient Copayments based on place of service	30% Copayments based on place of service
Lifetime Maximum (Combined Network and Non-Network)	\$5 million	\$5 million

Covered Benefits	Network	Non-Network
Medical Supplies, Equipment and Appliances	Covered in Full	30%
Prescription Drug Options: Network Retail Pharmacies: (30-day supply) Includes diabetic test strip Rx Direct Mail Service: (90-day supply) Includes diabetic test strip	\$12 generic/\$26 brand \$24 generic/\$52 brand	 Not covered

Notes:

- All deductibles and copayments apply toward the Out-of-Pocket Maximum (except prescription drug)
- Deductible(s) apply only to covered services listed with a percentage (%) copayment excluding prescription drugs and allergy testing (**Network**).
- Network and Non-network deductibles, copayments and out-of-pocket maximums are separate and do not accumulate toward each other.
- Certain diabetic and asthmatic supplies are covered in full at network pharmacies except diabetic test strips.

¹ These covered services are covered in full if you have a flat dollar copayment and if rendered without an office visit.

² Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level.
 Refer to Schedule of Benefits for limitations.

Precertification:

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):

Timely enrollee: 12 months after the member's enrollment date
 Late enrollee: 18 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 month period ending on the member's enrollment date. Pregnancy is not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Copley-Fairlawn City Schools
Teacher Appraisal Form

Evaluation: _____

Teacher's Name: _____ Assignment: _____

Date Observed: _____ Building: _____ Class Time: _____

The Teacher Appraisal Program abides by policies/procedures set by building and district and reflects the Essential Elements of Instruction (E.E.I.) Resource Guide. Performance indicators are summarized through activities and instruction, and are appraised by the following objective areas.

Directions:

The Appraiser should check the appropriate box after each performance objective. The "YES/PC" box indicates "*Professionally Competent*", and the "NO/NI" box indicates, "*Needs Improvement*". The "N/A" box may be checked if the question is not applicable to the observation/evaluation. If 'NO/NI' is checked, a written explanation must be included. Use the additional space after each section for comments.

I. INSTRUCTION	YES/PC	NO/NI	N/A
A. Evidences planning and organization.			
B. Demonstrates skill in the presentation of subject matter.			
C. Seeks to promote student success by adapting methods, activities, and materials appropriate to the level of the student.			
D. Involves students in active learning processes.			
E. Implements approved course of study for grade and subject.			
Comments:			
II. CLASSROOM MANAGEMENT	YES/PC	NO/NI	N/A
A. Establishes and maintains appropriate classroom control.			
B. Conducts classroom activities in a productive manner.			
C. Keeps records as needed to provide information on pupil progress.			
Comments:			

III. PROFESSIONAL CHARACTERISTICS	YES/PC	NO/NI	N/A
A. Maintains a cooperative relationship with co-workers and understands his/her program in relation to the total school.			
B. Communicates information and suggestions to parents and colleagues about the intellectual, social and emotional development of his/her students.			
C. Relates positively to staff, students and parents.			
D. Shows evidence of professional growth.			
E. Assumes delegated responsibilities.			
F. Recognizes that behavior, attitudes, problems, etc. regarding students or their families should be considered confidential information not to be discussed with others except for the welfare and benefit of the child.			
Comments:			
IV. PERSONAL QUALITIES (as related to teacher effectiveness)			
A. Demonstrates appropriate personal characteristics.			
B. Responds constructively to supervision.			
Comments:			
Summary:			
_____ *Signature of Teacher		_____ Date	
_____ Signature of Appraiser		_____ Date	
*The teacher's signature does not necessarily indicate agreement. It indicates only that he/she has read and received a copy of this report.			
_____ Initial here if you intend to file an addendum within 5 working days.			

Copley-Fairlawn City Schools
Performance Objective Form

- Instruction
- Classroom Management
- Professional Characteristics
- Personal Qualities
- Other

Objective: (What is to be accomplished? What is the desired outcome?)
Activities / Procedures:
Evaluation (Ways of measuring success)

Teacher

Date

Appraiser

Date

Midway Report:

Teacher

Date

Appraiser

Date

**Copley-Fairlawn City Schools
Computer Network / Internet User
Guidelines and Agreement**

Internet accounts, passwords and access are provided to students and educators solely for the purpose of aiding education and research through the enhancement of information gathering and exchange, and the promotion of growth in communications technology.

The use of the Copley-Fairlawn Computer Network is a privilege which may be revoked by the network administrators at any time for abusive conduct or violation of the conditions of this agreement. In exchange for the use of the Copley-Fairlawn Computer Network, the user understands and shall agree to the following:

1. The Copley-Fairlawn Computer Network does not warrant that functions of the system and network will meet any specific requirements one may have, or that it will be error-free or uninterrupted; nor shall it be liable for any direct or indirect, incidental, or consequential damages (including lost data, information, or profits) sustained or incurred in connection with the use, operation, or inability to use the system or network. The Board of Education of the Copley-Fairlawn City School District shall not be liable for any damage incurred due to harmful programs (including computer viruses), which on rare occasions may propagate through computer networks such as the Copley-Fairlawn Network and Internet.
2. Network and Internet electronic mail (E-mail), and other forms of electronic communication are not guaranteed to be private. Network administrators may access mail and other forms of communication at any time, and E-mail software may misdirect messages. These considerations should be kept in mind when corresponding with others.
3. All information and materials contained on the Copley-Fairlawn Computer Network are placed there for educational and general information purposes and are, in no way, intended to refer to or be applicable to any specific person, case or situation.

4. Copley-Fairlawn Network and Internet Accounts are for the exclusive use of the owners only. Network users (account owners) are responsible for the use of all passwords and accounts. Network users may not misrepresent themselves or allow any other person to misrepresent him/herself by using the network under the guise, password, or name of another account owner. Network users shall not reveal passwords, violate right of privacy, or reveal another's name, personal addresses, phone numbers, or places of business. Any problems which arise from the misuse of an owner's account are the responsibility of the account owner. Any misuse will result in the suspension of account privileges. Use of an account by someone other than the registered account holder may result in loss of account privileges. Network users shall not violate any federal, state or local criminal or civil laws. Network users shall not load, install or disseminate copyrighted material or illegal copyrighted software onto or through the network. (Public domain and "Shareware" software and materials may be uploaded.) Network owners shall not download or use copyrighted software which others may have illegally uploaded on the Network and Internet.
5. All information services and features contained on Copley-Fairlawn systems and networks are intended for the private use of network account owners. Network users shall not engage in any commercial for profit activity, advertising, political "lobbying", extensive personal business, or other unauthorized use of the network or materials contained therein which are hereby expressly forbidden.
6. Network users shall conduct themselves according to accepted network etiquette, and refrain from any discriminatory or anti-social behavior. The use of obscene, vulgar, threatening, abusive, defamatory, or otherwise objectionable language in either public or, upon registration of complaint, private messages is expressly forbidden.
7. Network users shall not infiltrate any sub-networks connected to the Internet, violate anyone's right to privacy, disrupt the use of the Internet or any sub-networks, or abuse, modify or destroy any hardware or software used in accessing the Internet or any sub-network.
8. Copley-Fairlawn Computer Network student users and parents need to be aware that Internet, like television, telephone service, and other forms of mass media, provides access to information and people representing many different countries, cultures, political/philosophical/moral/religious views and lifestyles. Students using Internet in the classroom shall be closely supervised by the teacher. The responsibility for supervision of students using the Copley-Fairlawn Computer Network account from home or anywhere else outside of the classroom shall be that of the parent(s) or guardian(s). Just as parents need to monitor television and video viewing, radio listening, and reading materials, parents of students using the Copley-Fairlawn Computer Network need to supervise the use of the network.

9. Network users shall not access, view or introduce any textually or visually objectionable, obscene or pornographic materials on/into the network. The staff of Copley-Fairlawn City Schools will be the sole arbiter of what constitutes objectionable, obscene or pornographic materials. Although care has been taken to restrict student access to Internet domains that might contain objectionable materials, it is impossible to guarantee that no student will ever be able to obtain access to those domains. Therefore, students and their parents are ultimately responsible for the materials received through the use of student internet accounts.
10. The Copley-Fairlawn Computer Network is a shared resource with finite capacities. Network users shall be considerate when transferring or storing large files on Copley Computer Network resources. Network users shall not engage in any use of the network which disrupts other users or seriously degrades performance of the system and network. Any use determined to be disruptive by the network administrators will result in appropriate action being taken against the user.
11. In addition, as an account user/owner, one agrees to abide by such rules and regulations of system and network usage that may be promulgated from time to time by the administrators of the Copley-Fairlawn Computer Network.
12. In consideration for the privilege of using the Copley-Fairlawn Computer Network and in consideration for having access to the information contained on it, the user hereby releases the Copley-Fairlawn Computer Network, its operators and administrators, and the Board of Education of the Copley-Fairlawn City School District, its employees, agents, and any institutions with which they are affiliated from any and all claims of any nature arising from the use, or inability to use, the Copley-Fairlawn Computer Network.
13. Copley-Fairlawn City Schools retains the right to monitor network activity, review any material stored in files, edit or remove any material which the Copley-Fairlawn staff, in its sole discretion, believes violates the above standards, and terminate the network accounts of any persons violating the conditions set forth in this agreement.

Copley-Fairlawn Computer Network Teacher Agreement Form:

Name: _____

Building: _____

Home Street Address: _____

City/State/ZIP: _____

Home Phone: _____

I have read, and I understand the Copley-Fairlawn Computer Network User Guidelines and Agreement, and I agree to abide by all of the rules and standards for acceptable use stated within. I further state that all information provided for the creation of this account is truthful and accurate.

Signature

Date

SIDE 1 – COPLEY-FAIRLAWN CITY SCHOOLS APPENDIX N
MEMBERS WITH OR SEEKING FAMILY COVERAGE WHICH INCLUDES A SPOUSE MUST
COMPLETE THIS FORM

Copley-Fairlawn City School District's (CFCSD)

COORDINATION OF BENEFITS (COB) QUESTIONNAIRE

(Documenting a Spouse's Access to Employer/Retirement Sponsored Medical Insurance)

- Complete this form – if your spouse is enrolling in the CFCSD Medical Plan.

CFCSD Employee _____	SSN _____
Position _____	Bldg./Assignment _____
Spouse's Name _____	SSN _____
Spouse's Employer _____	Retired from a Public Retirement System? _____

The CFCSD COB (Coordination of Benefits) requires qualifying spouses of covered employees to join their employer's group or retiree health plan (on at least an individual/single coverage basis) where such availability to coverage exists and where single/individual coverage costs the spouse less than \$150 per month. Your spouse's claims will not be considered for payment until this form is completed and returned to the Board Treasurer. Note: Spouses of CFCSD employees eligible for coverage through a public retirement system must enroll in such coverage as primary on at least a single/individual basis. If your spouse is required to pay less than \$150.00 per month for single medical and prescription insurance through his/her employer, he/she must complete an Anthem "change of coverage" form and return it to the Treasurer's office.

<p>Amount your spouse must pay for SINGLE medical and prescription coverage through his/her employer: \$ _____</p> <p>Open enrollment period at your spouse's employer (day/month format) _____</p> <p>If your spouse is required to pay less than \$150.00 per month for single medical and prescription insurance through his/her employer, he/she must complete an Anthem "change of coverage" form and return it to the Treasurer's office.</p> <p>IF YOUR SPOUSE IS ELIGIBLE TO ACCESS HEALTH CARE COVERAGE, REGARDLESS OF COST, THROUGH A PUBLIC RETIREMENT SYSTEM, HE/SHE MUST ENROLL IN SUCH COVERAGE AS PRIMARY ON AT LEAST A SINGLE/INDIVIDUAL BASIS.</p>
--

SIGNATURE REQUIREMENT – EMPLOYEE ACKNOWLEDGEMENT OF COB RESPONSIBILITY:

If my spouse's employment or access to employer sponsored health care status changes in the future, I understand that I am responsible for completing an Enrollment Form and COB Questionnaire within 31 days of the employment status /accessibility to employer sponsored health care or retiree health care change. If an Employee or Dependent (or anyone acting on behalf of either) makes a false statement or intentionally withholds information, and as a result coverage is provided which would otherwise not have been, or claim which would otherwise not be paid is paid, the Plan has the right to: 1) Recover any amounts paid as a result of the misrepresentation, and 2) Terminate coverage immediately, and 3) Recover damages, including legal fees, from the Employee or from any other person responsible for misleading the Plan, and from the person for whom the benefits were provided.

Employee Signature _____ Date _____

Direct inquiries and return form to:

John Wheadon, Treasurer
 Copley-Fairlawn City Schools
 3797 Ridgewood Road

COPLEY-FAIRLAWN CITY SCHOOL DISTRICT
VERIFICATION FOR ATTENDANCE BONUS

Name _____

Building _____

Date Requested _____

I certify that I have complied with the negotiated agreement and am eligible for the attendance bonus in the amount of _____ (\$400.00 for no absences or \$275.00 for 1 absence or \$150.00 for 2 absences). I further state that I have appropriately disclosed all days of absence throughout the year, including the use of compensatory time.

I understand by completing this form and submitting it that all information is true and factual. I further understand falsification of this form is subject to disciplinary action.

Signature of Teacher or Employee

Copley-Fairlawn City School District Wellness Program

Purpose and Goals

The Wellness Program of the Copley-Fairlawn CSD is available on a voluntary basis to all employees who are participants in the District Health Insurance Plan. Employees who enroll in the Wellness Program (WP) and stay in compliance with the ongoing requirements will be rewarded each month by being eligible for the lower employee contribution rate of the employee premium schedule.

The WP's primary goal is improved employee health and spirit. This is accomplished through early detection, employee awareness, education and the development of an environment promoting wellness activities. Through an active WP it is also statistically predicable that employee wellness translates into enhanced financial health for the groups medical plan.

Enrollment

An employee enrolls in the Wellness Program by completing the following steps:

1. Electing each year to participate in the WP by completing a program registration form no later than September 15th.
2. Completing a Health Risk Assessment (HRA) through the organization contracted with by the District between July 1st and January 30th (tentative) of each year. Spouses of employees, if covered by the plan, must also complete the HRA. The HRA is a confidential questionnaire that provides a wellness profile.
3. Undergoing biometric screenings between July 1st and January 30th of each year which would include spouses of employees if insured by the District medical plan. The biometric screening would include the following tests:
 - a. Complete fasting lipid panel
 - b. Fasting blood glucose
 - c. Height and Weight measurements with body mass index analysis
 - d. Blood pressure

To assist the employee in securing the above information, the District will arrange for a provider to come on site once per year during an annual "health fair." During this WP event, there will be no cost to the employee for these screenings. The testing can also be performed by a qualified laboratory or through a physician's office of the employee's choice in which case the services would be billed for as provided in the medical plan.

Proof of completion must be provided to the District by March 1st.

4. On a voluntary basis, employees and spouses in the WP are expected to make a good faith effort to attend scheduled wellness events sponsored by the District in an effort to improve their overall health.

Non-compliance

When it is determined that an employee and spouse, if the employee's spouse is covered under the District's insurance, have not met the annual enrollment conditions, the employee will be notified by May 30th that they are disqualified and that their medical plan premium that should have been paid that year will be deducted from the employee's next paycheck. Where covered members, for documented medical reasons by a physician, are unable to complete the biometric portion of the enrollment process, they will not be penalized and subject to the higher contribution rate. This waiver would have to be requested and verified in writing annually.

Confidentiality

As required by Federal law under HIPAA, no personally identifiable information will be provided to the District. This includes data from the HRA and the biometric testing. The District will receive summary data only that reflects the overall health profile of the employee base participating in the WP. The summary data will be used to develop programming that will support and promote the employee's efforts to improve their individual wellness. Members participating in the WP will have access to their individual results through the provider.

INDEX

- A -

Access (PERSONNEL FILE)	40
Access, Building	8
After School Assignment.....	56
Agreement (BARGAINING PROCEDURE)	2
Agreement, Complete	62
Agreement, Printing of.....	62
Assault Leave (LEAVES)	42
Assistance for Teachers (WORKING CONDITIONS)	21
Association Dues and Fair Share Fee (ASSOCIATION RIGHTS)	8
Association Leave.....	10
ASSOCIATION RIGHTS.....	7
Association, Rights of the Grievant and the.....	4
Attendance Bonus.....	43
"Auxiliary Service Personnel," Definition of (RECOGNITION)	1

- B -

BARGAINING PROCEDURE.....	2
Bargaining Team (BARGAINING PROCEDURE)	2
Bargaining Time Line (BARGAINING PROCEDURE)	2
Benefits and Limited Teaching Contract, Restoration of.....	14
Benefits While On Leave (LEAVES)	50
Building Access (ASSOCIATION RIGHTS)	8
Bulletin Boards (ASSOCIATION RIGHTS)	8

- C -

Chest X-Ray or Tuberculin Skin Test (INSURANCE)	61
Class Instruction, Special.....	21
Class Size (WORKING CONDITIONS)	19
Committees, Schedule for Teachers Serving on.....	24
Compensation, Workers'.....	60
Complete Agreement (GENERAL PROVISIONS)	62
CONDITIONS, WORKING.....	17
Conferences, Parent/Teacher.....	17
Confidentiality (PERSONNEL FILE)	41
Contracts, Extended Limited.....	35
Contracts, Granting of Continuing.....	35
Contract, Individual Teaching.....	52
Contract, Limited.....	37
CONTRACTS, SUPPLEMENTAL.....	26
Contrary to Law, Provisions.....	62
Coverage, Prescription Drug Expense.....	57
Curriculum Development/Writing (EMPLOYMENT PRACTICES)	55

- D -

Day, School.....	18
"Days," Definition of (GRIEVANCE PROCEDURE: Definitions)	4
Deductions, Other.....	9
Deficiencies, Identification of.....	33
Definitions (GRIEVANCE PROCEDURE)	4
Definitions (NONRENEWAL)	34
Definitions (REDUCTION IN FORCE)	10
Dental Expense Benefits (INSURANCE: Group Insurance)	57
Determination Procedure, RIF.....	12
Direct Deposit and Other Deductions (ASSOCIATION RIGHTS)	9
Disputed Information (PERSONNEL FILE)	41
Doctor Appointment, Personal Leave.....	44
Donation of Sick Leave (LEAVES)	50
Dues and Fair Share Fee, Association.....	8

Duration (GENERAL PROVISIONS)	63
DUTIES, TEACHING.....	25
- E -	
Effective Date of RIF (REDUCTION IN FORCE)	11
Effect of Failure to Make Recommendations (NONRENEWAL)	37
EMPLOYMENT PRACTICES.....	52
End of a RIF Situation (REDUCTION IN FORCE)	10
Entry Year Committee, Teacher Induction (WORKING CONDITIONS)	24
Equipment, Use of School.....	7
EVALUATION PROCEDURE.....	32
"Evaluation Procedures," Definition of (NONRENEWAL: Definitions)	34
Exclusive Organizational Rights (ASSOCIATION RIGHTS)	7
Extended Illness Leave (LEAVES)	48
"Extended Limited Contract," Definition of (NONRENEWAL: Definitions)	34
Extended Limited Contracts (NONRENEWAL)	35
- F -	
Fair Share Fee, Association Dues and.....	8
Facilities, Use of School.....	7
File, Official.....	40
FILE, PERSONNEL.....	40
Finalization of Evaluation (EVALUATION PROCEDURE)	33
"Full-Time Member," Definition of (INSURANCE: Group Insurance)	57
Family and Medical Leave Act (LEAVES)	51
- G -	
GENERAL PROVISIONS.....	62
Granting of Continuing Contracts (NONRENEWAL)	35
GRIEVANCE PROCEDURE.....	4
Group Insurance (INSURANCE)	57
- H -	
Home Instructor Assignment.....	56
Hospitalization (INSURANCE: Group Insurance)	57
- I -	
Identification of Deficiencies (EVALUATION PROCEDURE)	33
IEP Release Time.....	22
Illness Leave, Extended.....	48
Impasse (BARGAINING PROCEDURE)	3
Implementation (REDUCTION IN FORCE)	11
Incentive Plan, Retirement.....	55
Individual Teaching Contracts (EMPLOYMENT PRACTICES)	52
Inservice Meetings, Teacher Meetings and/or.....	25
INSURANCE.....	57
Insurance Committee.....	61
Insurance, Group.....	57
Insurance, Life.....	60
Interim Bargaining.....	63
Interschool Mail System, Use of.....	8
Involuntary Transfers (VACANCY, TRANSFER and POSTING)	42
IRS Section 125 Plan (INSURANCE)	61
- J -	
Job Sharing.....	56
Jury Duty Leave (LEAVES)	48
- L -	
Leave, Assault.....	47
Leave, Benefits While On.....	50

Leave, Donation of Sick.....	50
Leave, Extended Illness.....	48
Leave, Jury Duty.....	48
Leave, Military.....	49
Leave, Parental.....	48
Leave, Personal.....	49
Leave, Professional.....	50
Leave, Professional Study.....	45
LEAVES.....	42
Leave, Sick.....	42
Life Insurance (INSURANCE)	57
"Limited Contract," Definition of (NON-RENEWAL: Definitions)	34
Limited Contract (NON-RENEWAL)	37
Limited Teaching Contract, Restoration of Benefits and.....	14
List, Recall.....	12
List, RIF.....	11
List, Seniority.....	15
Local Professional Development Committee	24

- M -

Mailboxes, Use of Teachers'.....	8
Mail System, Use of Interschool.....	8
Management Rights (GENERAL PROVISIONS)	62
Medical (INSURANCE: Group Insurance)	57
Meetings and/or Inservice Meetings, Teacher.....	25
Midterm/Interim Bargaining.....	63
Mileage Reimbursement (EMPLOYMENT PRACTICES)	55
Military Leave (LEAVES)	49
Miscellaneous (BARGAINING PROCEDURE)	3
Miscellaneous (GRIEVANCE PROCEDURE)	7
Miscellaneous (INSURANCE)	61

- N -

NON-RENEWAL.....	34
Notices (NON-RENEWAL)	39
Notification, RIF.....	13

- O -

Objectives, Purpose and.....	4
Observations (EVALUATION PROCEDURE)	33
Offers of Reinstatement (REDUCTION IN FORCE)	14
Official File (PERSONNEL FILE)	40
OPT-OUT (INSURANCE)	61
Organizational Rights, Exclusive.....	7

- P -

Parental Leave (LEAVES)	48
Parent/Teacher Conferences (WORKING CONDITIONS: School Year)	17
Part-Time Teachers (WORKING CONDITIONS)	19
Pay Periods (EMPLOYMENT PRACTICES)	54
Personal Leave (LEAVES)	44
Personal Leave, Routine Doctor Visit.....	44
PERSONNEL FILE.....	40
Placement and Adjustment, Salary.....	53
Plan Benefits (INSURANCE: Group Insurance)	57
Plan, IRS Section 125.....	61
Plan, Retirement Incentive.....	55
Posting (VACANCY, TRANSFER AND POSTING)	41
POSTING, VACANCY, TRANSFER AND.....	41
PRACTICES, EMPLOYMENT.....	52

Preference for Positions (REDUCTION IN FORCE)	15
Preparation Time (TEACHING DUTIES)	25
Prescription Drug Expense Coverage (INSURANCE: Group Insurance)	57
Prescription Drug Insurance/Benefits (INSURANCE: Group Insurance)	57
Printing of Agreement (GENERAL PROVISIONS)	67
Procedure (GRIEVANCE PROCEDURE)	5
PROCEDURE, BARGAINING.....	1
PROCEDURE, EVALUATION.....	32
PROCEDURE, GRIEVANCE.....	4
Procedure, RIF Determination.....	12
Procedures (EVALUATION PROCEDURE)	32
Procedures, Medication and Medical.....	23
Professional Leave (LEAVES)	50
Professional Study Leave (LEAVES)	45
Provisions Contrary to Law (GENERAL PROVISIONS)	62
PROVISIONS, GENERAL.....	62
Purpose (EVALUATION PROCEDURE)	32
Purpose and Objectives (GRIEVANCE PROCEDURE)	4

- Q -

"Qualified Family Members," Definition of (INSURANCE Group Insurance)	57
---	----

- R -

Reasons for RIF (REDUCTION IN FORCE)	10
Recall List (REDUCTION IN FORCE: RIF Determination Procedure)	12
RECOGNITION.....	1
REDUCTION IN FORCE.....	10
Reimbursement, Mileage.....	55
Reinstatement, Offers of.....	14
Release Time (Special Ed and ESL).....	22
Restoration of Benefits and Limited Teaching Contract (REDUCTION IN FORCE)	14
Retirement Incentive Plan (EMPLOYMENT PRACTICES)	55
RIF Determination Procedure (REDUCTION IN FORCE)	12
RIF List (REDUCTION IN FORCE)	11
RIF Notification (REDUCTION IN FORCE)	13
RIGHTS, ASSOCIATION.....	7
Rights, Exclusive Organizational.....	7
Rights, Management.....	62
Rights of the Grievant and the Association (GRIEVANCE PROCEDURE)	4
Rights Upon Receipt of Notice of Nonrenewal (NONRENEWAL)	38
Rights While On Suspension (REDUCTION IN FORCE)	13
Right to Substitute (REDUCTION IN FORCE: Rights While On Suspension)	13

- S -

Salary Placement and Adjustment (EMPLOYMENT PRACTICES)	53
Schedules for Special Needs Teachers (WORKING CONDITIONS)	21
Schedule for Teachers Serving on Committees (WORKING CONDITIONS)	24
Scheduling IEP Conferences.....	22
School Day (WORKING CONDITIONS)	18
School Equipment, Use of.....	7
School Facilities, Use of.....	7
School Year (WORKING CONDITIONS)	17
Scope of Bargaining (BARGAINING PROCEDURE)	2
Seniority (REDUCTION IN FORCE)	15
Seniority List (REDUCTION IN FORCE: Seniority)	15
Severance Pay (EMPLOYMENT PRACTICES)	54
Sick Leave (LEAVES)	42
Sick Leave, Advancement of.....	43
Sick Leave, Donation of.....	43
Sick Leave, Non-Custodial Parent/Employee.....	43
Special Class Instruction (WORKING CONDITIONS)	21

Special Needs Students (WORKING CONDITIONS)	22
Special Projects (WORKING CONDITIONS)	22
Spot Substitution (EMPLOYMENT PRACTICES)	55
Spousal Waiver.....	84
State Law, Suspension.....	17
Substitute Teachers (WORKING CONDITIONS)	19
Summer School.....	56
Superintendent Advisory Committee.....	10
SUPPLEMENTAL CONTRACTS.....	26
Suspending State Law.....	17
Suspension, Rights While On.....	13

- T -

Teacher Induction/Entry Year Study Committee (WORKING CONDITIONS)	24
Teacher Meetings and/or Inservice Meetings (TEACHING DUTIES)	25
Teachers, Assistance for.....	21
Teachers' Mailboxes, Use of.....	8
Teachers, Part-Time.....	19
Teachers, Schedules for Special Needs.....	21
Teachers Serving on Committees, Schedule for.....	24
Teachers, Substitute.....	19
Teachers to be Evaluated (EVALUATION PROCEDURE)	32
Teaching Contract, Restoration of Benefits and Limited.....	14
Teaching Contracts, Individual.....	52
TEACHING DUTIES.....	25
"Teaching Field," Definition of (REDUCTION IN FORCE: Definitions)	10
Time Limits (GRIEVANCE PROCEDURE)	5
TRANSFER AND POSTING, VACANCY,	41
Transfers (VACANCY, TRANSFER AND POSTING)	42
Transfers, Involuntary.....	42
Transfers, Voluntary.....	41
Traveling Teachers (WORKING CONDITIONS)	22

- U -

Unauthorized Absence/Unpaid Leave.....	52
Use of Interschool Mail System (ASSOCIATION RIGHTS)	8
Use of School Equipment (ASSOCIATION RIGHTS)	7
Use of School Facilities (ASSOCIATION RIGHTS)	7
Use of Teachers' Mailboxes (ASSOCIATION RIGHTS)	8

- V -

VACANCY, TRANSFER AND POSTING.....	41
Voluntary Transfers (VACANCY, TRANSFER AND POSTING)	41

- W -

While on Leave, Benefits.....	50
While on Suspension, Rights.....	13
Workers' Compensation (INSURANCE)	60
WORKING CONDITIONS.....	17
Working Spouse Coverage.....	57

- Y -

"Year," Definition of (INSURANCE: Miscellaneous)	61
Year, School.....	17