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NEGOTIATED AGREEMENT

between the

**CUYAHOGA FALLS CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

CUYAHOGA FALLS EDUCATION ASSOCIATION

August 2, 2017 – August 1, 2019

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ARTICLE 1 – RECOGNITION

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

ARTICLE 2 – SCOPE OF BARGAINING

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

ARTICLE 3 – NEGOTIATING PROCEDURE

A. Initiating Negotiations

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

B. Ground Rules

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

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

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

C. Dispute Resolution

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

D. Agreement

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

E. Interim Negotiations

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

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

ARTICLE 4 – GRIEVANCE PROCEDURE

A. Definitions

1. Grievant

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

2. Grievance

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

3. Complaint

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

4. Representation

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

5. Protocol

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

6. Days

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

B. General

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

1. No teacher shall be denied the right to legal advice and/or counsel in any of the levels of the grievance procedure.
2. A grievance may be withdrawn at any level without prejudice or record.
3. Copies of all written decisions of grievances shall be sent to all parties involved, the Association President, the aggrieved, and the appropriate administrators.
4. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in this grievance procedure except those records listed in Article 8(I) if they were used in the course of the grievance. However, any records affected by the decision of the action shall be handled in accordance with such decision.
5. The aggrieved, the Association, the Board, the administrative personnel shall openly share information in possession of any of the above which contributes to the processing of a grievance. Both the Association and the grievant shall receive written notification prior to all meetings and official action concerning the grievance.
6. Conferences required by this procedure will be scheduled at such times as will cause the least disruption to the operation of the schools. In the event a meeting must be held during school hours, those persons whose presence is necessary will be released without loss of pay.

7. A grievance applicable to more than one (1) teacher or more than one (1) building concurrently may be submitted in writing by the Association directly to the Superintendent and the processing of such a grievance may begin at Level Two. The Association, in such a circumstance, may elect to process such a grievance through all levels even though the aggrieved persons do not wish to do so.
8. Failure to render a decision at any step within the specified times shall permit the aggrieved to proceed to the next step. Failure at any step to appeal the grievance within the specified time shall not signify acceptance or rejection of the previously-rendered decision. Failure to accept or reject a decision within ten (10) days after receipt of a decision at any level shall indicate that the grievance has been withdrawn.
9. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of the school term.

C. Informal Procedure

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

D. Formal Procedures

1. Level One

- a. In the event the aggrieved person is not satisfied with the results of the informal procedures and within twenty (20) days of the time the grievant knew, or should have known, that a grievance exists, the aggrieved person shall file a formal grievance on the form Appendix I in triplicate: one (1) for the grievant, one (1) for the Principal, one (1) for the Association President or the grievance will be considered waived unless it is a continuing grievance.
- b. A conference will be scheduled by the Principal within two (2) days after receipt of the formal grievance. The Building Representative may:
 - (1) Confer with the Principal and the aggrieved person.

- (2) Confer with the Principal with the assistance of other Building Representatives and/or Association representatives.
- c. Within five (5) days after the conference, the Principal shall render a decision and the reasons supporting it in writing to the aggrieved person, with a copy going to the Building Representative.

2. Level Two

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered at Level One within five (5) days, the aggrieved person may file a formal grievance in with the Superintendent.
- b. The Superintendent or a designee will represent the School Administration at this level of the grievance procedure. Within five (5) days after the receipt of the written grievance by the Superintendent, the Superintendent or designee will meet with the aggrieved person and his/her representative in an effort to resolve said grievance.

3. Level Three

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

- d. In accordance with Article 8, Paragraphs E and F, the termination or non-renewal of contracts may only be appealed pursuant to the procedures provided in the applicable provisions of the Ohio Revised Code.

E. Redress

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

F. Policy Changes

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

ARTICLE 5 – COMPENSATION

A. Salary Index and Schedule

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

<u>Year</u>	<u>Increase</u>
2017-18	2%
2018-19	1-1/2%

- 3. Members of the bargaining unit whose salary schedule steps were frozen for the 2011-12 and 2012-13 school years shall not have these frozen steps restored.

B. Extracurricular Activities

- 1. Some services will be required to be performed outside the normal contract day and are recognized as additional services. These services which will be compensated and the criteria to be applied to determine the rate of compensation follow. All indices are based on the B.A. Base (Index 1.00) in effect at that time.
- 2. The titles and responsibilities of the positions recognized as additional service shall be changed only by the mutual agreement of the Board and the Association.

3. It is recognized that co-curricular participation by staff is important for the total learning environment for students. Accordingly, staff is encouraged to volunteer for these additional services. However, refusal to volunteer for additional services cannot be cause for coercion, censorship, or penalization of any staff member.
4. No one shall receive a lesser dollar amount than they are presently receiving for their present assignment nor less than the dollar amount paid to a nonprofessional for the same service.

C. Payment Schedule for Athletic Supplemental Positions

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

1. Fall Sports:

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

2. Winter Sports:

Second pay date in January and upon season completion following a signed release by Athletic Director.

3. Spring Sports:

Second pay date in April and upon season completion following a signed release by Athletic Director.

4. Marching Band Director and Assistant Marching Band Director:

Biweekly payments throughout contract year.

5. Varsity/JV Cheerleading Advisor and 9th Grade Cheerleading Advisor:

Paid in two (2) equal installments at completion of football season and completion of basketball season and upon a signed release by the Athletic Director.

D. Special Assignments

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

1. Intervention Specialists/Case Managers
Speech & Language Pathologists
H.S. Intervention Specialist ISGIs Extended Time – 70 hours (10 days) per year

2. Alternative Assessments Employee shall be granted Change of Duty for the planning, administration, data compilation and report preparation for each alternative assessment.

3. Special assignment extended time is to be scheduled and documented by the Intervention Specialist/Case Manager, Speech and Language Pathologist, or H.S. ISGI in advance with approval of the building principal and is to be used for case manager or alternative assessment duties as applicable. Payment for such duties will be at the end of the first semester and the end of the school year in accordance with the documentation submitted.

4. Split Assignments – Two (2) Up to \$300.00 per year depending upon amount of travel involved. Travel expenses shall be based on the following formula: Each teacher shall receive Thirty Dollars (\$30.00) a year for each day of the week he/she travels between two (2) schools, and Sixty Dollars (\$60.00) a year for each day of the week he/she travels between three (3) or more schools. In addition, each teacher shall receive time as needed for travel between schools. This travel payment shall be made in one (1) lump sum payment after the end of the school year.

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

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

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

E. Additional Services and Supplemental Contracts

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

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

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

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

f. Group VI – Index .1250

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

5. Filling Supplemental Positions

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

6. Posting Supplemental Positions

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

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

7. Supplemental contracts may be awarded to employees who held the same position in the previous school year, without posting, no later than June 1st. Multiple year supplemental contracts may be awarded at the discretion of the Superintendent, and to the extent it conflicts with Ohio Revised Code 3313.53, the parties agree that this provision supersedes that statute.

8. Acceptance of Supplemental Positions

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

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

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

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

10. Compensation for Supplemental Positions

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

F. Schedule of Paydays

1. Paydays

Paydays shall be in twenty-four (24) equal pays to be paid on the tenth (10th) and twenty-fifth (25th) of each month.

2. Holidays

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

3. ISGI

Individual Small Group Instructors shall be paid in twenty-four (24) equal pays to be paid on the tenth (10th) and twenty-fifth (25th) of each month. IGSI’s will be paid based on their assigned hours per day x 184. Increases will be applied annually for the length of the contract. IGSI’s will continue to submit time cards for (1) IEP related work, and (2) staff meetings.

G. Direct Deposit of Pay

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

H. Payroll Withholding Exemptions

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

I. Summer Session Staff and Compensation

1. Selection of Certificated Staff

- a. In making the selection of teachers for Summer School classes, the primary consideration shall be the best possible instruction for the Summer School student.
- b. Summer School teachers should be currently employed by the District and certificated to teach in the subject area for which application is being made.
- c. If currently employed teachers are not available, the position may be filled with other personnel who are certificated in the appropriate teaching area.
- d. Assignments are made according to the applicant's preference whenever possible.
- e. Preference will be given to those candidates otherwise qualified who have had continuous successful and dependable Summer School teaching experience in the departmental area when not inconsistent with (a) through (d) above.
- f. Seniority in each departmental area shall be determined by the length of current continuous Summer School service. In cases of equal length of current continuous Summer School service, seniority shall be determined by the length of total Summer School service. If the staff member is on an approved leave of absence from day school, as listed below, and does not wish to teach Summer School during the period of leave, seniority shall be maintained at a level reached prior to such leave. Summer School seniority shall terminate with the first day of the next Summer School session succeeding the end of the day school leave if the staff member does not elect to return to Summer School at this point in time. Seniority status shall be the seniority status as of the final day of the preceding Summer School term. In the case that no one with current continuous seniority is available for a Summer School position, the position will be posted. Previous summer school experience in the area(s) of certification will be considered when filling a posted position. Provisions (a) through

(e) above will govern selection of summer school staff whenever a teaching position becomes open.

- g. Approved day school leaves of absence as related to Summer School seniority determination shall be medical, maternity, assault, and leave for professional improvement.
- h. In addition, a leave of absence may be granted from just Summer School for medical reasons, for professional improvement, or personal reasons, if circumstances are such that the teacher is to be hired for the summer in question, and subject to the following terms:
 - (1) Leave for professional improvement shall be granted for one (1) summer session and may be renewed for one (1) additional session. A teacher granted leave for two (2) summer sessions shall not be eligible for additional leave until he/she has taught three (3) additional summers after returning from leave.
 - (2) Medical leave shall be granted as needed subject to the presentation of a doctor's written confirmation supporting the need for such leave.
- i. In all cases, seniority shall remain at the level attained prior to granting of approved leave. All leaves shall be arranged through the Superintendent or designee.
- j. Length of service in the District shall be considered in making the selection only after all other criteria have been evaluated.
- k. One evaluation of a Summer School teacher may be conducted by the Summer School Administrator each year utilizing the forms in Appendices G1, G2, H1 and H2. If this additional evaluation is done, it shall not impact the teacher's school year evaluation nor impact the teacher's regular contract.
- l. Selection of applicants shall be made by the Superintendent or designee.

2. Summer Session Compensation

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

.00092 x BA base per hour

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

.001 x BA base per hour

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

J. Evening School Staff and Compensation

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

- a. In the selection of teachers, the primary consideration shall be the best possible instruction for Evening School students.
- b. Teachers currently employed by the District and certificated to teach in the subject area for which application is being made shall be given preference.
- c. Assignment shall be made according to applicant's preference, whenever possible.

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

2. Evening School Compensation

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

.00092 x BA base

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

.001 x BA base

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

K. Credit Union Deductions

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

L. STRS Salary Reduction “Pick-Up”

- 1. The Employer “pick-up” of State Teachers Retirement System (STRS) contributions under the salary reduction method shall continue in effect.

2. The current taxation or deferred taxation of the “pick-up” is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the “pick-up” will be deferred. If the IRS or other governmental entity declares the “pick-up” not to be tax deferred, this section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

M. Home Instructor Compensation

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

N. Waiver of Tuition

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

O. Saturday Session

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

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

P. Tuition Reimbursement

1. For the duration of this Agreement, the Board will pay the Association an amount for the purpose of educationally-related tuition reimbursement for college/university coursework taken by members of the bargaining unit. The Annual amount will be Thirty-Five Thousand Dollars (\$35,000) paid to the Association in two equal installments in July and January. The Association shall

distribute the funds according to their internal procedure established and published to the bargaining unit. This Agreement shall sunset at the expiration of the Agreement, subject to its renewal by the bargaining teams in the successor Agreement. Should the parties fail to renew this provision, the parties will revert to the procedures as outlined below. The Association will annually submit an accounting of the funds used to the Board in July of each year.

2. Other Study

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

Q. Each year, the Faculty Advisory Committee will provide input into the educational supplies needed for each building and the disbursement procedures.

R. National Certification

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

S. Background Checks

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

ARTICLE 6 – ABSENCE FROM DUTY AND LEAVES OF ABSENCE

A. Leave of Absence – General Provisions

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

1. Individuals on leaves of absence approved by the Board are subject to the provisions of the Reduction In Force Policy and, if applicable, said policy shall take precedence over all forms of leave.
2. No experience credit will be granted for the period of time the individual is on leave of absence, nor shall additional days of Sick Leave allowance be accumulated during the leave of absence.
3. No leave or combination of leaves of absence shall extend beyond six (6) consecutive semesters (excluding summer terms) unless, in the opinion of the administering officer, unusual circumstances warrant approval. No single type of leave may extend beyond four (4) consecutive semesters except as provided by the Ohio Revised Code.

4. Upon returning from a leave of absence, an individual will not be eligible for additional leaves of absence until he/she has worked for four (4) consecutive semesters (excluding summer terms) unless, in the opinion of the Superintendent or designee, unusual circumstances warrant approval.
5. An individual on leave of absence has the obligation of notifying the Superintendent or designee, in writing, of his/her intention to return to active service or to apply for an extension of the leave by March 1 of each year. If the leave expires at the end of the first semester, these written intentions shall be communicated by December 1.
6. Unpaid leaves of absence shall not be granted to employees to accompany family members on job transfers or to accept employment outside the school system.
 - a. The Superintendent shall have the right to make exceptions to these conditions.
 - b. These conditions shall not preclude the right to other applicable forms of leave or conditions of those leaves found elsewhere in this Article.

B. Sick Leave

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

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

5. Death in the employee's immediate family shall mean the death of the employee's spouse, parent, child, grandparent, grandchild, brother, sister, or any person standing in the place of a parent; and/or in-laws holding the same family relationship.
6. The Board will advance ten (10) days Sick Leave to new employees who have not yet earned Sick Leave, and five (5) days annually to employees who have exhausted all the leave they have earned and submit to the Director of Human Resources a written notice of need for advancement. Sick Leave days which are advanced but which the employee subsequently fails to earn will be deducted from the employee's earned Sick Leave during the following school year. If the employee fails to return the following year, the employee must repay the Board for all advanced Sick Leave days which were not earned. Employees are required to be in authorized leave status or on an approved deduct day for all dates they are absent from the work place.
7. For childbirth or adopting an infant or child, Sick Leave may be used for a period up to nine (9) weeks during the employee's first forty-five (45) paid work days following the birth or adoption. Use of additional Sick Leave beyond the nine (9) week period shall occur under the usual Sick Leave criteria.
8. Falsification of a Sick Leave Statement is grounds for suspension or termination of employment under ORC Section 3319.16.
9. Sick Leave Donation
 - a. If a member of the bargaining unit is currently absent due to the serious or long-term illness or accident of the bargaining unit member, spouse, or minor child, and such member has exhausted all of his/her accumulated sick leave, bargaining unit members may donate up to five (5) days of accumulated Sick Leave to the absent employee.
 1. Bargaining unit members whose sick leave has been depleted by intermittent use not associated with a serious illness shall not qualify for this benefit.
 2. Serious or long term illness is not intended to include normal maternity leave and/or absence due to childbirth. Bargaining unit members seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.

3. Recuperation from elective surgeries or other elective procedures which could have otherwise reasonably been scheduled during school vacation periods will not qualify for sick leave donation.
 4. The initial determination of whether or not an illness or injury meets the requirements of this section will be made by the Superintendent or designee; such determination shall not be arbitrary or capricious.
- b. No teacher may receive more than an aggregate of thirty (30) donated Sick Leave days in any one (1) school year.
 - c. The request for donation of Sick Leave days shall be initiated by a teacher on a form (Appendix H) furnished to the Treasurer and CFEA President. It is the responsibility of the Association to notify the bargaining unit of the request.
 - d. The donor shall submit the Sick Leave Donation Authorization Form (Appendix I) to the Treasurer and CFEA office in order to donate days.
 - e. Donated Sick Leave shall be added to the accumulated Sick Leave of the absent teacher and deducted from the donating teacher.
 - f. The requesting bargaining unit member and the Association shall notify the Superintendent and the Treasurer in writing.

C. Parental/Adoption Leave

1. Unless otherwise specified, the provisions shall apply to both male and female teachers.
2. Long-Term Parental Leave Without Pay
 - a. A teacher may elect to go on Long-Term Parental Leave Without Pay at the time he/she withdraws from active service following the birth of a child or in circumstances where there are serious health problems of a bargaining unit member's child. This leave would be for the duration of that current school year, or for one (1) school year if the withdrawal from active service is during the summer break, and after use of Sick Leave and/or FMLA, if so chosen. Upon written request by March 15, Long-Term Parental Leave may be extended for one (1) additional school year.

- b. Individuals on Long-Term Parental Leave may continue Hospitalization in accordance with COBRA; and for a period of twelve (12) months may continue Term Life Insurance coverage available through the Board by reimbursing the Board for total premium costs. Failure to forward total premium payments to the Board at the stipulated times will terminate this option.
- c. Requests for reinstatement from Long-Term Parental Leave shall be directed to the Director of Human Resources' Office no later than March 1 of the preceding school year. The teacher may not return at any time other than the beginning of a new school year unless otherwise approved by the Superintendent.
- d. Upon return from the Parental Leave, the teacher will be assigned to a position for which she is certificated/licensed unless she is involved in a Reduction In Force, in which case reduction in force shall apply. Any teacher returning from Parental Leave shall not be advanced on the Salary Schedule for the period of absence, nor shall any Sick Leave accrue during this time.

D. Personal Leave

- 1. Personal Leave is designed to permit staff members to be absent from duties to take care of personal matters that cannot be handled in any other way or at times other than during normal school hours. Its use, therefore, is to be requested after the employee has given careful thought to the urgency of the reason.
- 2. Except in unusual circumstances and with prior approval of the Superintendent or designee, Personal Leave may not be used:
 - a. To extend a holiday or vacation;
 - b. To extend a trip;
 - c. On the first or last student day; or
 - d. On any staff-in-service or staff development day.
 - e. On a parent/teacher conference day.
- 3. Personal leave may not be used for any leave purpose which is exclusively governed by another provision of this Agreement nor may it be used for leisure, recreational purposes, or to work at another job, including self-employment.

4. A three (3) working day written notice shall be required prior to the use of any Personal Leave by any member of the bargaining unit except in emergency situations.
5. The following conditions govern the use of Personal Leave:
 - a. Personal Leave shall not exceed three (3) days in any service year.
 - b. Absence on approved Personal Leave shall not be charged against Sick Leave.
 - c. If personal leave is taken during the last two weeks of school or on a Monday or Friday in May, the employee shall state the reason for the leave.
6. Emergency Personal Leave shall be reported in accordance with the same procedures used for Sick Leave. The reason for the emergency shall be reported to the Director of Human Resources as soon as possible.
7. Personal Leave Procedures
 - a. Certificated personnel requesting Personal Leave shall use the approved method, except in cases of an emergency, in which case it shall be reported as soon as possible.
 - b. Except as otherwise required above, staff members are not required to state a reason for the use of such leave. Staff members certify that the use of Personal Leave was not for a prohibited purpose through the electronic reporting system. Falsification of the Personal Leave Form is grounds for disciplinary action.
8. Any unused personal leave shall be converted to sick leave at the conclusion of the contract year.

E. Leave for Professional Improvement

1. Reasons for Professional Improvement Leave
 - a. To take advantage of full-time programs of advanced or specialized education extending into or through the school year.
 - b. To permit individuals to take advantage of special opportunities for fellowships, scholarships, foreign exchange opportunities, and other similar grants requiring leave under written Board policy. The teacher shall assume full responsibility for all costs and contributions and

accomplishing arrangements with the State Teachers Retirement System which may be necessary to earn retirement credit while on leave.

- c. To promote and encourage the professional improvement of individual staff members.

2. Eligibility for Professional Improvement Leave

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

3. Procedure for Applying for Professional Improvement Leave

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

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

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

4. General Conditions of Professional Improvement Leave

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

F. Assault Leave

- 1. Assault Leave is provided to cover those situations where a staff member has been injured as a result of an assault which occurs in the course of supporting the rules and regulations of the school and in maintaining good order and discipline. Assault shall be defined as injury inflicted upon an employee. The physical and emotional well-being of the employee shall be of primary concern, and appropriate measures shall be taken to aid those injured.

2. Assault leave shall be granted in the event that an employee is absent due to a physical injury which occurs in the course of Board employment.
3. A request for Assault Leave shall be in writing, setting forth the circumstances of the assault, the nature of the disability, and an estimated date of return to service.

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

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

G. Absence of Employees Due to Court Appearance

1. Any employee who is summoned for jury duty or who is appearing before a court or an agency as a witness as a result of employment with the Board shall suffer no loss in pay. Employees shall have the right to retain any payments or fees received by the employee for such duty.
2. The Board shall comply with all applicable State and Federal law regarding leave for employees summoned to appear as a witness before a court in a civil, criminal, or administrative proceeding.
3. Employees whose appearance in court for an action not related to their employment with this Board shall use other leave provisions or suffer a payroll deduction for days used.

H. Family Medical Leave

1. Right of employees who qualify under the Federal Family and Medical Leave Act (FMLA) shall be in accordance with the Federal FMLA. An employee must have worked at least 1250 hours in the twelve (12) months prior to requesting FMLA leave. However, full time teachers who worked a full year prior to requesting are presumed eligible. If the law changes during the life of this Agreement, the parties agree to meet and discuss the implementation of such changes.
2. At the employee's option, FMLA may be utilized before, after or in place of contractual leave entitlements. The FMLA shall not adversely affect the leave provisions of this Agreement.
3. 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 employee 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.
4. The administrative contact for FMLA questions shall be the Director of Human Resources. FMLA may be used in accordance with law at the employee's option.

I. Un-requested Unpaid Leave of Absence

The purpose of this provision is to protect the students and employees of the District from the influence of physically and/or mentally ill employees.

1. The Superintendent can initiate this Un-requested Leave of Absence Procedure, if the Superintendent determines that an employee is not functioning properly because of a physical or mental condition.
2. The Superintendent initiates this Procedure by giving the employee a Notice Letter stating that the Superintendent is initiating the Procedure because of either a physical or mental condition, or both, and offers the employee the option of:
 - a. Pursuing a Disability Retirement; or
 - b. Submitting to a medical examination for a determination of whether the employee is able to perform his/her duties.
3. The employee will respond to the Superintendent within fourteen (14) calendar days of the date of the Superintendent's Notice Letter, stating which option the employee has selected and providing any other information required by this Procedure.

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

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

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

ARTICLE 7 – FRINGE BENEFITS

A. Comprehensive Major Medical Insurance

1. A summary of insurance specifications shall be added to the Appendix of this Agreement.
2. Changes to Medicaid and Prescription Drug Insurance are as follows:

Emergency Room Co-Pay	\$150
Prescription Drug Co-Pay	\$5/\$30/\$50

Change effective November 1, 2017.

3. Payments

	Employee premium contribution shall be:
Status I	Twelve percent (12%)
Status II	Eighty percent (80%) paid by the Board
Status III	Not eligible for access to group plan.

B. Prescription Drugs

1. Benefits

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

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

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

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

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

C. Dental Insurance

1. Benefits

a. Preventive/Diagnostic:

The Plan Pays:
100% of the usual, customary and reasonable fee for:
Oral examinations
Prophylaxis- cleaning and scaling of teeth
Space maintainers (dependents under age 19)
Topical fluoride applications
Sealants – molars only (dependents under age 14)
Full mouth and bitewing xrays

b. Basic:

The Plan Pays:
80% of the usual, customary and reasonable fee for:
Fillings, including amalgams
Extractions
Endodontics – root canal
Periodontics
Oral surgery
Emergency palliative treatment
Anesthesia
Injections of antibiotic drugs
Repair of crowns, dentures, inlays, and onlays
Repair of bridgework

- a. Comprehensive Major Medical \$800.00
- b. Prescription 0.00
- c. Dental \$200.00

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

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

E. Life Insurance

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

Status I	Term Life Insurance shall be equal to one (1) times annual salary
Status II	Term Life Insurance shall be equal to one half (1/2) the annual salary
Status III	Are not eligible.

- 2. Payments

Fully Board paid.

F. Severance Pay

- 1. An employee of the Board, upon retirement from active service under provisions of the appropriate public employees retirement system, shall receive severance pay equal to one-fourth (1/4) of his/her accumulated Sick Leave days up to sixty-five (65) days.
- 2. This payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system, provided that the employee has been in the District for at least ten (10) years and meets or exceeds the age and/or service requirements of the appropriate retirement system.
- 3. The above payments shall be exempted from deductions except as provided by law.

4. Retirement Incentive

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

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

or

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

5. Payment and Deferral of Severance Pay

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

The parties agree to form a subcommittee of equal representation (Board and Association members) for the purpose of studying the issue of Deferral of Severance Pay through a Special Pay Plan. Any agreement shall be ratified by both parties.

6. Annuity Option

a. Tax sheltered annuity contributions can be made for severance and retirement bonus payments only in accordance with IRS regulations.

b. The Board shall maintain a 403(b) program utilizing the providers for which there was a payroll slot as of January 1, 2007.

7. Notification Bonus

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

8. The Board agrees to tax shelter severance payments.

G. Definition of Status of Employee

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

2. Status I

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

3. Status II

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

4. Status III

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

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

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

H. Cash Incentive to Opt-Out of Insurance Plans

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

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

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

I. Employee Assistance Program

The Board and the Association agree to form a committee no later than January 1, 2018, of up to two (2) representatives from each party to study the implementation of an employee assistance program in the District. The committee will issue a report of recommended findings to both parties for their consideration.

ARTICLE 8 – PERSONNEL

A. Teacher Assignments

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

1. Length of Assignment

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

2. Procedure for Assignment

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

3. Involuntary Transfer

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

4. Notice of Vacancies

- a. A vacancy is defined as a bargaining unit position which the administration intends to fill which is either newly created or which is vacant because of death, retirement, resignation, termination or non-renewal.
- b. Periodic meetings shall be scheduled between the Superintendent or designee and the CFEA President for the purpose of discussing staff vacancies.

- c. Each vacancy shall be posted in each building, by District e-mail and on the Board website for six (6) work days. The posting shall include:

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

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

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

- e. Application

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

- f. Selection

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

- 5. Seniority

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

- 6. Individual Small Group Instructors (ISGI)

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

B. Employment and Retention of Teachers

1. Evaluation of Teachers in Regard to Contract Renewal

- a. Teachers serving under limited contracts shall have their teaching performance evaluated in accordance with Article 8, Paragraph K.
- b. Teachers eligible for continuing contracts must be recommended to the Superintendent by the Principal on the basis of annual evaluations. Continuing contracts will not be offered unless the individual is deemed an outstanding teacher. Continuing contracts will normally be issued at the end of a current limited contract. However, at the request of the teacher, a three year limited contract shall be interrupted for consideration of tenure.
- c. Teachers teaching under temporary certification shall be replaced as soon as possible with people properly certificated and trained.

2. Professional Growth and Maintenance of Certification/License

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

3. Newly-Hired Teachers

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

C. School Day

1. The school day for teachers shall be seven and one-half (7 1/2) hours including a thirty (30) minute duty-free lunch period and shall fall between the hours of 7:00 a.m. and 4:00 p.m.
2. The school day shall consist only of the assigned teacher day schedule.
3. Each teacher should teach no more than his/her assigned load in any one (1) day.
4. Non-teaching Time
 - a. Each secondary teacher should have a duty-free lunch period equal in length to that of the students but shall be no less than thirty (30) minutes.
 - b. Each teacher may be assigned an advisory class (i.e., homeroom).
 - c. (1) Each teacher shall be given two (2) planning and conference periods per day at the High School, Middle Schools, and Elementary Schools during the school day. One (1) of these periods shall be during the student day and shall be of a length equal to a regular teaching period. The second planning and conference period may be a split period with time given before and after the student day. The total amount of time in the second planning and conference period will be equal to a regular teaching

period, except at the middle schools where it can be reduced to 35 minutes for only those teachers who have a team planning period and at the High School where it shall total no less than thirty-five (35) minutes. These periods need not be consecutive, but there shall be no duties assigned during these periods. Departmental activities and scheduled staff meetings are considered a proper use of planning and conference periods, but together cannot utilize more than a total of one planning and conference period per month. Administrators may require teachers to meet on an individual basis to review data with them or for other reasons during a teacher's planning and conference time; however, Administrators shall not require these meetings more than twice per month.

(2) Teacher will attend up to one (1) staff meeting per month as scheduled by the Building Principal. By the end of the first week of each semester, each Principal shall provide each teacher with the schedule of regular monthly staff meetings to be held beyond the school day for that semester. Teacher attendance at staff meetings shall not be required to exceed one (1) hour beyond the regular student day.

d. Any teacher who is responsible for five hundred (500) or more students shall be given one (1) additional planning period per day.

5. Elementary noon playground supervision will be handled by regular certificated building staff members on a compensatory time basis (reduced teaching load).

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

7. Intervention Assistance

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

D. Contracts of Certificated Personnel

1. Limited Contracts

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

- 1 year contract - Upon initial employment
- 1 year contract - Upon reemployment for second year
- 1 year contract - Upon reemployment for third year
- 3 year contract - All subsequent contracts shall be for three (3) years until such time as the teacher qualifies for a continuing contract.

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

2. Extended Limited Contract

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

3. Continuing Contracts – Effective August 23, 2011 (Based on current statute)
To be considered for a continuing contract (tenure):

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

- (1) Three years of teaching (not necessarily consecutive) within the last five-year period and at least five years in Ohio; or
- (2) Two years of service as a teacher or administrator, if the teacher previously held a continuing contract in another Ohio school district.

b. The teacher must have on file by March 15 of the school year of tenure eligibility either:

- (1) A professional, permanent, or life certificate
- (2) A professional (5-year) license (under prior law, or a “senior” or “lead” professional license under current law)

- c. If a teacher holds a professional, permanent, or life certificate, no additional coursework is required for continuing contract eligibility.

If a teacher holds a professional license, then he or she must also have completed additional coursework in order to be eligible.

(1) If the teacher did NOT hold a master's degree at the time he or she received his or her first teaching certificate/license, 30 semester hours of relevant coursework must have been taken since the receipt of that first teaching certificate/license.

(2) If the teacher DID hold a master's degree at the time he or she received his or her first teaching certificate/license, 6 semester hours of relevant graduate coursework must have been taken since the receipt of that first teaching certificate/license.

- d. A person who receives their initial educator license after January 1, 2011 may not become eligible for continuing contract status in any district until he or she has held an educator license for at least 7 years.

- e. Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by October 15 of the school year in which the teacher become eligible.

4. Types of Contracts for ISGIs

- a. Limited Contracts

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

- b. Continuing Contracts

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

5. ISGI Seniority List Clarification

- a. An ISGI who is subsequently appointed to a classroom teaching position in the bargaining unit shall be given seniority credit for years of service as an ISGI, to the extent that such years of service meet the requirement of at least one hundred twenty (120) days.

- b. An ISGI who is subsequently appointed to a classroom teaching position in the bargaining unit must have completed at least one (1) year of classroom teaching experience before being eligible for a continuing contract. An ISGI who does not successfully complete the year of classroom teaching has the right to return to an ISGI position for the subsequent school year. Continuous service as an ISGI shall not be broken for the year as a classroom teacher.

E. Termination of Contracts

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

F. Non-renewal of Limited Contracts

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

G. Contract Year

1. Work Year

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

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

- b. In the event ODE approves a waiver day, there shall be 177 student contact days and two (2) in-service days.
- c. NEOEA Day will be a scheduled unpaid non-work day for bargaining unit members.

2. Evening Conference

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

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

3. Kindergarten

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

4. Teacher Days

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

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

5. Calamity Make-Up Days

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

6. Early Release

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

H. Staff Substitutes

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

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

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

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

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

8. Selection, Service, and Assignment

- a. At the opening of the school year, all teachers will be requested to supply the following information to the Building Principal on the provided forms:
- (1) Willingness to serve as a part-time substitute.
 - (2) Frequency of service (to indicate specific days of the week).
 - (3) Time of day teacher is available.

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

- (a) If a teacher feels he/she is no longer capable of serving as a substitute, it will be his/her responsibility to notify the Principal in writing that he/she wishes his/her name to be removed from the substitute roster for a period of time.
 - (b) Teachers who indicate availability to serve as outlined above will receive assignments as soon as is practical following determination of need by the office staff.
 - (c) The Building Principal will establish procedures for scheduling and recordkeeping of substitute work.
 - (d) Efforts will be made on the part of the Building Principal to make an equitable distribution of opportunities to substitute among the participating teachers.
 - (e) Payment will be made at regularly scheduled pay periods during the year.
9. The Principal or his/her representative will clearly stipulate in his/her request for an emergency substitute whether such duty shall be reimbursed under these guidelines.
10. Regular staff members will be utilized as unpaid substitutes when a teacher's regular teaching assignment has been lessened, for example, due to students on field trips or early graduation of seniors. These teachers with lessened loads will be available to cover regular teacher assignments within the school at the discretion of the Principal. No additional pay will be granted for such assignments unless the time assigned exceeds the regularly assigned load for that teacher that day. The uninterrupted planning and conference period shall still be provided according to the teacher's schedule that day.

I. Professional Personnel Records

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

7. Information in the personnel file is a public record and may be removed from the file only upon the mutual agreement of the teacher and the Administration. The destruction of any documents must only occur in accordance with law.

J. Professional Rights

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

K. Teacher Evaluation

1. OTES Committee

The district will continue to develop and maintain an OTES committee. This committee’s purpose will be to make district recommendations to the superintendent/CEO regarding the OTES process. These recommendations will include but not be limited to: vendor assessments chosen, SLO development, business rules, and approving forms used for the evaluation cycle. This committee will be comprised of the following (at minimum): two high school teachers, two middle school teachers, three elementary teachers, one high school administrator, one middle school administrator, three elementary administrators, the Director of Human Resources, and at least one representative from the Department of College and Career Readiness/Teaching and Learning. An attempt will be made to have one teacher or administrator serve on the committee from each building in the district. At the beginning of each year a chairperson(s) will

be selected who will be responsible for communication to all administrators and teachers in the district.

2. Evaluation Procedure

- a. Teachers who are working under a license under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing content-related student instruction are subject to the following evaluation system. The remainder of the certified staff evaluations will be addressed in the business rules established by the OTES committee.
 - (1) Exceptions to this include staff with the following licensure/positions. These positions will be evaluated annually according to the district-created performance rubrics, and will not include student growth measures.
 - (a) Library/Media
 - (b) Speech/Language Pathologists
 - (c) CTIS
- b. Each full evaluation cycle of a teacher consists of 2 pre-observation conferences, no more than five (5) days prior to the observation, two (2) thirty (30) minute minimum observations, 2 post-conferences not more than five (5) days following the second observation, a minimum of one walkthrough, and a final written report not more than 15 days following the post-conference unless the administrator or teacher is absent.
 - (1) Pre-observation conferences will be scheduled with a minimum of 5 days notice.
 - (2) All observations must be scheduled by mutual agreement.
 - (3) Detailed lesson plans will be completed only for lessons that are observed as part of the formal evaluation process.
 - (4) Walk-throughs are an informal visit to the classroom. Documentation will be on the district-approved form.
- c. Each off-year evaluation cycle includes one informal 30 minute observation and one post-conference not more than five (5) days following the observation, per school year. Documentation shall be on the district-approved informal observation form. Student growth measures still apply during the off-year evaluation cycles.

- d. Teachers shall be designated as Accomplished, Skilled, Developing or Ineffective.
- e. These designations are based on:
 - (1) 100% teacher performance based upon the rubric.
 - (2) Student growth (50%) measure and teacher performance (50%).
 - (3) These options are defined by the teacher's current student population and are defined in the business rules.
- f. One evaluation cycle must be completed for every teacher every year unless a teacher has been rated "accomplished" in the most recent cycle. In that case, s/he may be evaluated once every three years, and a teacher who has been rated "skilled" may be evaluated once every two years, as long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. In any year in which a teacher who has been formally evaluated as a result of having previously received a rating of "accomplished" or "skilled," a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.
- g. Evaluations of teaching staff under this system must be completed by an administrator in the Cuyahoga Falls School District who has completed the required training.
- h. The evaluation must be completed by May 1st and a written report must be issued to the teacher by May 10th.
- i. Teachers on various forms of leave are referenced on the business rules. The business rules are in compliance with ODE state law.
- j. Any teacher being considered for non-renewal must be observed three (3) times before May 1st following the evaluation cycle procedures. Notice of non-renewal must be delivered to the teacher not later than June 1st with a written report given at least five (5) days prior to Board action.
- k. A teacher may take one (1) representative to any and all conferences in this procedure.
- l. A teacher who has submitted notice of retirement on or before December 1 of the school year may not be evaluated.

m. Professional Growth Plans

After the evaluation has been completed, teachers with a rating of “Accomplished”, shall develop a professional growth plan and may choose his/her evaluator for the evaluation cycle.

Teachers with ratings of “Skilled” or “Developing” shall develop a professional growth plan collaboratively with their evaluator and shall have input into who will evaluate them

n. Improvement Plans

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall Ineffective rating or an Ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. The teacher may request representation at all conferences regarding the improvement plan.

- (1) If a recommendation for an improvement plan occurs and is documented between February 10th and April 10th of the school year, the plan shall be continued into the next school year.
- (2) The evaluator, together with the teacher, will formulate the improvement plan on the district-approved form.

The improvement plan, as outlined in this document, details:

- (a) Specific performance expectations, resources and assistance to be provided.
- (b) The district will provide for the allocation of financial resources to support professional development for staff on improvement plans.
- (c) Timelines for its completion.
- (d) Performance indicators documented as ineffective through the formal evaluation process.
- (e) Reasonably sufficient time and duration as to allow the teacher to improve performance to a minimum of developing level.

(3) The district will provide teachers under an improvement plan with a trained teacher coach who is not the credentialed evaluator as deemed appropriate by both the superintendent (or designee) and the CFEA president. The teacher coach will be provided release time to allow for meetings and/or observations with the teacher.

(4) Role of Teacher Coach

(a) The teacher coach must hold a valid five year teaching certificate/license and may be assigned to teachers with the same area of certification/license.

(b) The teacher coach must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

(c) The teacher coach does not have a formal evaluation role. The teacher coach's role is to support the growth of the educator as an instructional coach through formative assessment tools.

(5) Release Time

Each teacher coach shall be granted release time for direct coaching activities. Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the building administrator.

(6) Protections

(a) Other than a notation to the effect that a teacher served as a teacher coach, the teacher's activities as a teacher coach shall not be part of that staff member's evaluation.

(b) A teacher coach shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.

(c) No teacher coach shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

- (d) All interaction, written or oral, between the teacher coach and the teacher shall be regarded with the same confidentiality as that represented by the attorney/client relationship. Any violation of this tenet by the teacher coach shall constitute grounds for immediate removal from his/her role as teacher coach.
- (e) At any time, either the teacher coach or the teacher on an improvement plan may exercise the option to have a new teacher coach assigned. The teacher coach and the teacher on an improvement plan must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change. This option may be exercised three (3) times by the teacher on an improvement plan during the term of his/her residency.
- (7) At the conclusion of the improvement plan, the evaluator of record will complete a final evaluation report using the district improvement plan evaluation form. The evaluator will meet with and provide a copy of this evaluation form to the teacher. If the final report indicates the teacher meets the criteria for the teacher performance indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.
- (8) In implementing such evaluation system and procedures, the district shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel, and no evaluation information shall be collected by electronic devices without the consent of the licensed personnel.
- (9) In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the improvement plan, the teacher may request the CFEA president to facilitate further discussion between the teacher and the evaluator.

L. Academic Freedom

1. Our school system seeks to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of a respect for the Constitution and The Bill of Rights, and to instill appreciation of the values of individual personality.
2. It is recognized that these values can best be developed in an atmosphere free of censorship and artificial restraints upon free inquiry and learning and in which academic freedom for the teacher and student is encouraged.

3. Accordingly, it is agreed that teachers have a responsibility to promote an atmosphere of inquiry and rational thought regarding controversial issues. Such issues may be raised when relevant to the course subject. The Board will uphold academic freedom for classroom presentations and discussions which are relevant to the course subject, and which do not conflict with law or the teaching profession's Code of Ethics. In performing their teaching functions, teachers may express their personal opinions, when clearly labeled as such, on matters relevant to the course content.

M. Substitute – High School Library

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

N. Contracts, Counselor – Extended Time

1. Elementary Counselors employed on or after August 1, 2013, will be given six (6) days or forty-five (45) hours of extended time to be worked before and/or after the regular school year as coordinated by the building principal. The extended days or time shall be paid at the employee's per diem rate.
2. Middle School and High School Counselors employed on or after August 1, 2013, will be a total of fifteen (15) days or 112.5 hours of extended time, which includes but is not limited to such additional time as is required for:
 - a. ACT Testing (2)
 - b. Career Awareness night
 - c. College Fair
 - d. Crisis Team Work
 - e. Eighth Grade Orientation
 - f. Financial Aid Night
 - g. IEP Meetings
 - h. Post Secondary option Meeting
 - i. Senior Recognition
 - j. Senior Graduation

The salary for High School Counselors and Middle School Counselors shall include the teacher's regular salary in accordance with the Teacher Salary Schedule plus a supplemental salary. The extended days or time shall be paid at the employee's per diem rate. Prior to payment of extended days/time, the employee will document the time worked and have pre-approval by the building principal.

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

O. Long Term Substitutes

1. A long term substitute, for the purpose of this Agreement, shall be a substitute employed to replace a bargaining unit member who has been granted leave pursuant to this Agreement and who has worked in the same position for sixty (60) or more consecutive days.
2. Persons employed as long term substitutes shall be granted contracts for the length of service as needed and as determined by the Board.
3. Long-term substitutes shall have no expectation of continued employment beyond the length of service at the time of their employment, and said long-term substitute contracts shall automatically expire at the conclusion of the Agreement without further action by the Board.
4. The provisions of this Agreement regarding evaluation and renewal of teacher contracts shall not apply to long term substitutes. Further, the Board and Association agree to waive the procedures and rights contained in ORC Sections 3319.11 and 3319.111 with respect to long term substitutes, and the parties agree that long term substitutes shall not have the right to file a grievance.
5. Long-term substitutes shall have no displacement or recall rights under the Reduction In Force procedure in this Agreement and shall be excluded from same.

P. Study Hall Monitors

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

Q. Home Instruction

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

R. Individual Small Group Instruction

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

1. Work Year

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

2. Hours

a. The regular workday for ISGIs shall normally be a minimum five (5) hours per day. This shall not preclude the Superintendent from exercising his/her right to employ ISGIs of less than five (5) hours per day when operationally necessary. However, this shall not allow the proliferation of short-hour ISGIs.

b. No employee's hours of work shall be less than the hours the employee was paid in the 1997-98 school year, unless otherwise impacted by RIF action in accordance with this Agreement or unless the employee bids to a different assignment.

c. Duty free lunch shall be unpaid.

3. Assignment

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

4. Extended Time

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

5. Compensation and Placement

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

CUYAHOGA FALLS ISGI SALARY SCHEDULE INDEX							
STEP	EXPERIENCE	BA	BA + 15	150 Hours	MA+15	MA + 30	PhD
1	0-1	0.85	0.85	0.85	0.85	0.85	0.85
2	2-5	0.90	0.90	0.90	0.90	0.90	0.90
3	6-10	0.95	0.95	0.95	0.95	0.95	0.95
4	11-12	1.00	1.00	1.00	1.00	1.00	1.00
5	13+	1.02	1.02	1.02	1.02	1.02	1.02

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

CUYAHOGA FALLS ISGI SALARY SCHEDULES

2017-2018			6.50 HOURS						
STEP	Exp.	Index	BS	BS+15	150 HRS	MA	MA+15	MA+30	PhD
		Base	28.66	29.53	30.38	31.53	32.40	33.26	34.11
1	0-1	0.85	29,135.76	30,020.20	30,884.31	32,053.40	32,937.84	33,812.12	34,676.23
2	2-5	0.90	30,849.62	31,786.09	32,701.03	33,938.89	34,875.36	35,801.06	36,716.00
3	6-10	0.95	32,563.49	33,551.99	34,517.76	35,824.39	36,812.88	37,790.01	38,755.78
4	11-12	1.00	34,277.36	35,317.88	36,334.48	37,709.88	38,750.40	39,778.96	40,795.56
5	13+	1.02	34,962.91	36,024.24	37,061.17	38,464.08	39,525.41	40,574.54	41,611.47

2017-2018			6.25 HOURS						
STEP	Exp.	Index	BS	BS+15	150 HRS	MA	MA+15	MA+30	PhD
		Base	28.66	29.53	30.38	31.53	32.40	33.26	34.11
1	0-1	0.85	28,015.15	28,865.58	29,696.45	30,820.58	31,671.00	32,511.65	33,342.53
2	2-5	0.90	29,663.10	30,563.55	31,443.30	32,633.55	33,534.00	34,424.10	35,303.85
3	6-10	0.95	31,311.05	32,261.53	33,190.15	34,446.53	35,397.00	36,336.55	37,265.18
4	11-12	1.00	32,959.00	33,959.50	34,937.00	36,259.50	37,260.00	38,249.00	39,226.50
5	13+	1.02	33,618.18	34,638.69	35,635.74	36,984.69	38,005.20	39,013.98	40,011.03

2017-2018			5.50 HOURS						
STEP	Exp.	Index	BS	BS+15	150 HRS	MA	MA+15	MA+30	PhD
		Base	28.66	29.53	30.38	31.53	32.40	33.26	34.11
1	0-1	0.85	24,653.33	25,401.71	26,132.88	27,122.11	27,870.48	28,610.25	29,341.42
2	2-5	0.90	26,103.53	26,895.92	27,670.10	28,717.52	29,509.92	30,293.21	31,067.39
3	6-10	0.95	27,553.72	28,390.14	29,207.33	30,312.94	31,149.36	31,976.16	32,793.35
4	11-12	1.00	29,003.92	29,884.36	30,744.56	31,908.36	32,788.80	33,659.12	34,519.32
5	13+	1.02	29,584.00	30,482.05	31,359.45	32,546.53	33,444.58	34,332.30	35,209.71

CUYAHOGA FALLS ISGI SALARY SCHEDULES

2018-2019			6.50 HOURS						
STEP	Exp.	Index	BS	BS+15	150 HRS	MA	MA+15	MA+30	PhD
		Base	29.09	29.97	30.84	32.00	32.89	33.76	34.62
1	0-1	0.85	29,572.79	30,470.50	31,347.57	32,534.20	33,431.91	34,319.30	35,196.37
2	2-5	0.90	31,312.37	32,262.88	33,191.55	34,447.98	35,398.49	36,338.08	37,266.74
3	6-10	0.95	33,051.94	34,055.27	35,035.52	36,361.75	37,365.07	38,356.86	39,337.12
4	11-12	1.00	34,791.52	35,847.65	36,879.50	38,275.53	39,331.66	40,375.64	41,407.49
5	13+	1.02	35,487.35	36,564.60	37,617.09	39,041.04	40,118.29	41,183.16	42,235.64

2018-2019			6.25 HOURS						
STEP	Exp.	Index	BS	BS+15	150 HRS	MA	MA+15	MA+30	PhD
		Base	29.09	29.97	30.84	32.00	32.89	33.76	34.62
1	0-1	0.85	28,435.38	29,298.56	30,141.90	31,282.88	32,146.07	32,999.32	33,842.66
2	2-5	0.90	30,108.05	31,022.00	31,914.95	33,123.05	34,037.01	34,940.46	35,833.41
3	6-10	0.95	31,780.72	32,745.45	33,688.00	34,963.22	35,927.96	36,881.60	37,824.15
4	11-12	1.00	33,453.39	34,468.89	35,461.06	36,803.39	37,818.90	38,822.74	39,814.90
5	13+	1.02	34,122.45	35,158.27	36,170.28	37,539.46	38,575.28	39,599.19	40,611.20

2018-2019			5.50 HOURS						
STEP	Exp.	Index	BS	BS+15	150 HRS	MA	MA+15	MA+30	PhD
		Base	29.09	29.97	30.84	32.00	32.89	33.76	34.62
1	0-1	0.85	25,023.13	25,782.73	26,524.87	27,528.94	28,288.54	29,039.41	29,781.54
2	2-5	0.90	26,495.08	27,299.36	28,085.16	29,148.29	29,952.57	30,747.61	31,533.40
3	6-10	0.95	27,967.03	28,815.99	29,645.44	30,767.64	31,616.60	32,455.81	33,285.25
4	11-12	1.00	29,438.98	30,332.63	31,205.73	32,386.99	33,280.63	34,164.01	35,037.11
5	13+	1.02	30,027.76	30,939.28	31,829.84	33,034.73	33,946.24	34,847.29	35,737.85

6. Other Compensation

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

7. Planning Time

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

S. Special Exclusion – Staff

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

1. The determination of whether an employee is to be excluded from active involvement in school activities shall be made on a case-by-case basis by a team composed of public health personnel and the employee's physician. In making this determination, the team shall consider (a) the physical condition of the employee, (b) the expected type of interaction with others in the school setting, and (c) the impact on both the infected employee and others in that setting. It is the intention of these guidelines that the determination of employee placement be based solely on scientific and medical evidence, and not on unfounded fears of any communicable disease or public pressure.
2. The Superintendent or designee shall notify the staff member of the special exclusion and, if possible, the length of the special exclusion. Staff members placed on special exclusion shall be entitled to full pay and benefits and shall maintain seniority during the period of special exclusion.
3. The special exclusion shall be terminated and the staff member returned to full standing as soon as the legal matter has been resolved or the health condition certificated to be cured or safely controlled.
4. The special exclusion shall not be used as a means of discipline.
5. The decision of the Superintendent or designee relative to the special exclusion may be appealed to the Board.

- a. Any such appeal shall be in writing directed to the President of the Cuyahoga Falls City Board of Education, 431 Stow Avenue, Cuyahoga Falls, Ohio 44221, no later than five (5) days following the first day of the special exclusion.
- b. The Board shall schedule a hearing within ten (10) days of the receipt of the written appeal.
 - (1) The hearing shall be in Executive Session.
 - (2) The appellant shall be entitled to be represented by counsel at the hearing.
 - (3) The Board shall make its decision in writing no later than five (5) days following the conclusion of the hearing, or no later than the next regular meeting of the Board, whichever is later.
- c. “Days” for the purpose of this policy shall be defined as days school is in session.

T. Lesson Plans

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

U. Computer Technology Support

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

V. Class Size/Workload

1. Elementary

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

- b. After the third week of school, any 2nd grade class in excess of 25 students shall be provided an ISGI for two and one-half (2.5) hours per day unless the teacher declines an ISGI.

2. High School

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

3. ISGI

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

4. Special Education

Special Education class size shall not exceed state standards.

5. Open Enrollment

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

W. School Counselor Evaluation

The school counselor evaluation procedure contained in this agreement applies to all school counselors employed by the Board of Education.

1. Evaluator Qualifications and Roles

- a. An evaluator must be a full-time contracted employee of the Cuyahoga Falls City Schools.
- b. Evaluators must be credentialed during the entire evaluation cycle of the counselor(s) they are evaluating.
- c. The evaluator assigned to a counselor at the beginning of a school year shall be the only evaluator for that counselor for all aspects of the evaluation procedure, unless:
 - (1) An unforeseen emergency arises and a new evaluator is mutually selected by the counselor and Superintendent or his/her designee;

- (2) The counselor requests a new evaluator based on documentation which shows the evaluator has discriminated and/or made false claims against the counselor.

2. Criteria for Counselor Evaluations

- a. A counselor's evaluation, including all observations and summative evaluations, shall be assessed based on the Ohio Standards for School Counselors and the School counselor Evaluation Rubric.
- b. All monitoring or observation of the work performance of a counselor shall be conducted openly and with the full knowledge of the counselor.
- c. No misleading, inaccurate, untimely or undocumented information may become part of a counselor's evaluation. All results and conclusions of a counselor e evaluation must be documented and supported by evidence.
- d. No counselor shall be subject to the use of video and/or audio recording during the evaluation process without the consent of the counselor.

3. Evaluation Process

No school counselor shall be subject to more than one (1) evaluation cycle per school year.

4. Formal Observations

- a. A minimum of two (2) formal observations shall be conducted to support the final summative evaluation. All formal observations shall last a minimum of thirty (30) consecutive minutes and will take place between September 15 and April 30. There will be a minimum of six (6) weeks between the first two (2) formal observations.
- b. If, after the second formal observation, a counselor's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted. Any observations in excess of those enumerated in 1. above, shall occur more than fifteen (15) working days after the most recent formal observation.
- c. Each formal observation shall be preceded by a conference between the evaluator and the counselor, no more than five (5) working days prior to the observation, in order for the counselor to explain the plans and objectives for the work situation to be observed.
- d. A post-observation conference shall be held no more than five (5) working days following the observation.

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

5. Finalization of the Evaluation Cycle

Each evaluation will result in a final summative rating of “Accomplished,” “Skilled,” “Developing,” or “Ineffective.” The final summative rating is based on a holistic review of all seven (7) dimensions of the Ohio School Counselor Evaluation System. The score shall not be weighted in such a way that one (1) area of the evaluation has a higher importance than any other, except that any area marked N/A shall not have a negative impact on the final summative rating. The evaluation shall acknowledge the performance strengths and performance deficiencies, if any, of the counselor evaluated. The evaluator shall note all data used to support the conclusions reached in the formal evaluation report. No later than May 10, the evaluation report shall be signed by the evaluator and then signed by the counselor to verify notification that the evaluation will be placed on file. The counselor’s signature should not be construed as evidence that the counselor agrees with the contents of the evaluation report. The counselor shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the counselor’s personnel file.

6. Professional Growth Plans

- a. Counselors with a summative evaluation rating of “Accomplished” will independently develop a professional growth plan, for the next evaluation cycle as set forth in this agreement.
- b. The final summative evaluation shall be completed no later than the first (1st) day of May in the final year of the evaluation cycle, and the counselor being evaluated shall receive the final summative evaluation document not later than the tenth (10th) day of May.
- c. If the Board has entered into a limited contract or extended limited contract with a counselor pursuant to section 3319.11 of the Ohio Revised Code, the evaluator shall perform a minimum of three (3) formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ a counselor pursuant to division (B), (C)(3), (D), or (E) of that section.
- d. The Board of Education shall evaluate a counselor receiving a rating of “Accomplished” every three (3) years so long as the metric of student outcomes is, for the most recent school year for which data is available, “Skilled” or higher on the evaluation rubric.

- e. The Board of Education shall evaluate a counselor receiving a rating of “Skilled” every two (2) years as long as the metric of student outcomes is, for the most recent school year for which data is available, “Skilled” or higher on the evaluation rubric.
- f. In any year in which a counselor will not be formally evaluated, as a result of having previously received a rating of “Accomplished” or “Skilled”, the assigned evaluator shall conduct one (1) formal observation of the counselor, hold one (1) post-observation conference with the counselor, and at the request of the counselor hold one (1) formal observation pre-conference. The formal observation process shall be held in compliance with the provisions of this Contract.

7. Information Observations

An informal observation is a walkthrough of non-confidential activities during unannounced times. Such observations shall be documented on forms and will focus on one (1) or more of the following components:

- Comprehensive School Counseling Program Plan Direct Services for Academic, Career and Social/Emotional Development
 - Indirect services: Partnerships and Referrals
 - Evaluation and Data
 - Leadership and Advocacy
 - Professional Responsibility, Knowledge and Growth
- a. The counselor shall be provided a copy of the informal observation form.
 - b. At least one (1) informal observation will occur prior to each formal observation.
 - c. Counselors with a summative evaluation rating of “Skilled” or “Developing” shall develop a professional growth plan collaboratively with their credentialed evaluator for the next evaluation cycle as set forth in this agreement. Counselors with a developing rating will have their professional growth plan approved by their evaluator.

8. Professional Improvement Plans

- a. A professional improvement plan is a clearly articulated assistance program solely used for a counselor who has an “ineffective” rating on any of the components of the OTES system or a final summative rating of “Ineffective” on their most recent final summative evaluation. Administration will assign the credentialed evaluator for the evaluation cycle and approve the improvement plan as set forth in this agreement.
- b. In the event that a counselor and evaluator are unable to agree on the evaluator’s expectations for the improvement plan, the counselor may request another mutually agreed upon evaluator of the District, to facilitate further discussion between the counselor and the evaluator.
- c. If a recommendation for an improved plan occurs and is documented between February 10th and April 10th, the plan shall be continued into the next school year.
- d. The professional improvement plan shall include:
 - (1) Specific performance expectations, resources and assistance to be provided.
 - (2) The district will provide for the allocation of financial resources to support professional development for staff on improvement plans.
 - (3) Timelines for its completion.
 - (4) Performance indicators documented as “Ineffective” through the formal evaluation process.
 - (5) Reasonable sufficient time and duration as to allow the teacher to improve performance to a minimum of developing level.

9. Metrics of Student Outcomes

- a. Each school counselor shall determine his/her metric of student outcome in collaboration with his/her principal when writing the counselor’s professional growth plan or improvement plan.
- b. If there is disagreement about an appropriate metric, the issue shall be referred to the OTES Committee who shall make a final determination.

ARTICLE 9 – CURRICULUM

A. Professional Learning Community

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

B. Specialists

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

ARTICLE 10 – ASSOCIATION

A. CFEA Officers

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

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

B. Faculty Advisory Committee

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

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

C. Payroll Deduction for Association Dues

1. The Board Treasurer will deduct from Association members' paychecks, where authorized by the member, an amount equal to the total dues listed in the authorization in equal biweekly payments, beginning with the first payroll of October and ending with the second payroll in the month of July. All appropriate authorization data must be filed with the Board Treasurer two (2) weeks prior to the first payroll in October of each year. In the case of resignation or retirement, the remaining dues money will be subtracted from the final paycheck unless a request is made by the staff member in writing not to do so.
2. The Board Treasurer shall send a biweekly written printout to the Association Treasurer indicating members having Association payroll deductions.
3. The Board agrees to honor continuous dues deduction authorizations executed in accordance with this Article. Such authorization may be revoked only in writing, with such revocation received by the office of the Treasurer during the period of September 1 through September 15 each year. If a member should elect to discontinue payroll deductions for membership dues, the Board Treasurer will

notify the Association President of this action. This section shall have no effect on the procedures or conditions of Section E (Fair Share Fee) below.

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

D. Purchase of STRS Credit

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

E. Fair Share Fee

1. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Local, a Fair Share Fee for the Association's representations of such nonmembers during the term of this Contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee

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

3. Schedule of Fair Share Fee Payers

a. All Fair Share Fee Payers

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

b. Upon Termination of Membership During the Membership Year

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

4. Transmittal of Deductions

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

5. Procedure for Rebate

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

6. Entitlement to Rebate

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

7. Indemnification of Board

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

- a. The Board shall give a ten (10) day written notice of any claim made or action filed against the employee by a non-member for which indemnification may be claimed.
- b. The Association shall reserve the right to designate counsel to represent and defend the Board.
- c. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
- d. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement.

ARTICLE 11 – REDUCTION IN FORCE

- A. If the Board suspends teaching contracts pursuant to ORC Section 3319.17 or for substantiated financial reasons, seniority shall be determined by length of continuous service in the Cuyahoga Falls City School District. Continuous service shall not be broken by authorized leaves of absence, but will be broken by a resignation or any other termination (excluding suspensions) of employment. In the event two (2) or more employees have the same length of continuous service, preference will be given:
 1. To the teacher first hired by official action of the Board.
 2. If not resolved under Subsection 1, above, to the teacher who first applied for a certificated position in the Cuyahoga Falls City School District, which is verified by the date stamp on the application.
 3. If not resolved under Subsection 1 or 2, above, to the teacher who has the greater service in the system, regardless of continuity.
 4. If not resolved under Subsection 1, 2, 3, or 4, above, to the teacher who prevails in a determination by lot.

- B. In the first week of February, the Administration will make available in each school building a seniority list, a copy to be provided to the CFEA President, of certificated staff members with continuing contracts, limited contracts, continuing ISGI teaching contracts, and limited ISGI teaching contracts. The seniority list will identify years of service, the date the teacher was hired by official action of the Board, certification(s) currently on file, current assignment, and system-wide seniority.
- C. Within ten (10) calendar days of the posting date of the seniority list, any corrections to the seniority list by staff members will be given to the Superintendent or designee, and a copy of the same will be provided to the CFEA President. A final corrected seniority list will be made available during the last week of February. Thereafter, teachers shall be eligible for retention in a RIF only in those teaching areas for which the teacher has filed a valid teaching certificate with the Personnel Office.
- D. Evaluation ratings for the year of reduction in force must be received prior to any reduction. At least forty-five (45) days prior to the Board action suspending teaching contracts implementing a RIF, the Board agrees to notify the CFEA President in writing of its intention to implement a RIF. Subsequent to this notification, the Board and the Association shall meet to discuss the anticipated reduction. Subsequent to this initial meeting, and after the employees affected by the reduction have been identified, such employees shall be notified of the anticipated suspension of their teaching contracts. This notification shall occur at least seven (7) days prior to Board action suspending contracts. No contracts shall be suspended under this provision after the last Board meeting in July.
- E. Teachers whose contracts are suspended shall forthwith be placed on a recall list, a copy of which shall be given to the CFEA President. No new teachers shall be employed by the Board while there are teachers on the recall list who are certificated for the particular position the Board intends to fill.
- F. A teacher whose name appears on the recall list shall be offered reemployment when a position becomes available for which he/she is certificated. Appropriately certificated teachers shall be returned to active employment in order of system-wide seniority by rating, except that in all cases, continuing contract teachers, if any, shall have a preference over limited contract teacher. The following procedures shall apply:
 - 1. The Board shall recall the teacher to active employment by giving written notice by registered or certified mail to the teacher. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with an offer of reemployment.
 - 2. If a teacher does not accept reemployment in writing, postmarked within fifteen (15) calendar days from the date said notice was delivered unless an extension is granted in writing by the Superintendent, said teacher shall be considered to have rejected the recall and shall be permanently removed from the recall list.

3. Teachers refusing recall in an area for which they hold certification shall be removed from the recall list except as provided below.
 - a. All Art, Music, and HPE specialists must hold the proper special certificate.
 - b. Teachers may refuse a recall in an area in which they are licensed if they have never taught in that area or not taught in that area for five (5) years or longer.
 4. Each limited contract teacher shall remain on the recall list for twenty-seven (27) months from the teacher's last day of active service, unless the teacher fails to accept recall or waives his/her recall rights in writing.
 5. Each continuing contract teacher shall remain on the recall list for sixty-three (63) months from the teacher's last day of active service, unless the teacher fails to accept recall or waives his/her recall rights in writing.
 6. A teacher who is recalled shall be credited with the Sick Leave accumulation and years of service for salary schedule placement that the teacher had at the time of contract suspension, plus any additional Sick Leave or service earned in the interim by teaching in any other Ohio district.
 7. Teachers on the recall list shall be removed from the list upon employment under a regular teaching contract in any other school district.
- G. ISGIs whose contracts have been suspended due to a RIF shall be placed on a recall list for ISGIs only, and the current negotiated RIF procedures shall be applied to ISGIs as a separate and distinct group (i.e., ISGIs who appear on a recall list shall not have the right to displace regular teachers nor shall they have the right to be recalled to a teaching position for which they are certified). With this exception, this RIF procedure shall apply to ISGIs.
- H. However, all ISGIs on the recall list shall be notified of teaching vacancies, including vacancies which occur during summer months when school is not in session, for which they have a valid teaching certificate on file. Those on the recall list who apply for said vacancies shall be granted an interview for the vacant position.
- I. No preference for seniority shall be given upon layoff or recall, except when making a decision between teachers who have comparable evaluations. Further, the parties agree that to the extent allowed by law the procedures in Article 11 are intended to supersede any conflicting provisions of O.R.C. §3319.17 and related statutes.

J. Comparable Teachers Defined

1. The definition of comparable evaluations shall be as follows:
 - a. The rating scale for comparable evaluations shall be determined by a numerical scale based upon a three (3) year weighted average.
 - b. Points for each evaluation rating shall be awarded based upon the following scale:
 - 1) Accomplished = 4 points
 - 2) Skilled = 3 points
 - 3) Developing = 2 points
 - 4) Ineffective – 0 points
 - c. the sum of the ratings over three (3) years shall be applied to the following scale to determine comparable evaluations:

A = 9-12 points

B = 6-8 points

C = 0-5 points

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

$$\text{Accomplished (4) + Accomplished (4) + Skilled (3) = } \\ 4 + 4 + 3 = 11$$

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

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

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

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

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

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

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

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

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

- f. Only ratings from the years as a teacher shall be counted in the overall rating for purposes of RIF. If there are fewer than three (3) years, the procedure above shall be followed.

If an employee does not have an evaluation rating in one or more years due to being in an “off-year” cycle as a result of scoring either “Skilled” or “Accomplished,” the employee’s score from the previous year that put him/her into an off-year cycle shall be used – doubled or tripled – to determine the overall rating.

ARTICLE 12 – ADDITIONAL PROVISIONS

A. Teachers’ Lounge

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

B. School Calendar

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

C. Students on IEPs

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

D. Student Discipline

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

E. Printing of Negotiated Agreement

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

F. Smoke-Free Environment

All school facilities and grounds shall be smoke free.

G. Teacher Certification and Licensure

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

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

2. The LPDC shall oversee and review professional development plans for course work, continuing education units (CEUs), and/or other equivalent activities and the Master Teacher process.
3. The term of office for members serving on the Committee shall be three (3) years.
4. Committee Composition and Selection
 - a. The Committee shall be comprised of five (5) members as follows:
 - Three (3) classroom teachers
 - One (1) Principal
 - One (1) other appointee by the Superintendent
 - b. The three (3) teacher members shall be appointed by the Association President. The Principal and the other appointee shall be appointed by the Superintendent.
 - c. In the event of a vacancy, the Committee member shall be replaced in accordance with Subsection (4)(b), above.
5. The Committee chairperson shall be determined by majority vote of the Committee members.
6. A quorum shall consist of a majority of the members of the Committee and shall be required to take action. Decisions shall be made by majority vote of the Committee members present.
7. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs. When available through specific state funding, training expenses shall be provided for Committee members. When the above funding sources are not available, LPDC training for Committee members as deemed appropriate by majority vote of the Committee shall be considered as a part of the District's staff development leave process.
8. The LPDC shall meet as it deems necessary to complete its work. Not later than September 10 of each year, the Committee shall post in each building its meeting schedule. Additional meetings may be scheduled as necessary.
9. Bargaining unit members serving on the LPDC shall be paid according to Group III of the Supplemental Contract Schedule (.05) for training and Committee work performed outside the regular work day or work year.

10. Each LPDC member may be released without penalty during the regular school day to attend scheduled meetings. Such release time shall be arranged by the Superintendent and shall include a minimum of two (2) days per year, except for the first year of implementation which shall be a minimum of three (3) days.
11. The LPDC shall approve all CEU programs, course work for all certified/licensed employees as included by statute, as well as other activities that may provide CEUs; and the LPDC shall establish and/or approve the criteria for the above programs.
12. Appeals Process
 - a. If the Individual Professional Development Plan (IPDP) is rejected by the LPDC, the educator shall be given a copy of the IPDP Review criteria with the reasons for the rejection clearly indicated. Any educator who disagrees with a decision of the LPDC shall first seek reconsideration from the LPDC under rules established by the Committee. The educator may amend the initial submission and/or submit additional documentation/rationalization to the LPDC.
 - b. After reconsideration, if lack of approval still exists, the educator may appeal within forty-five (45) calendar days of receipt of the reconsideration decision.

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

 - One (1) certificated/licensed educator selected by the educator;
 - One (1) certificated/licensed educator selected by the LPDC;
 - One (1) certificated/licensed educator mutually agreed upon by the educator and the LPDC.
 - c. This Appeals Panel is the final step in local resolution to the appeal.
13. The LPDC shall not have any authority to revise, change, delete, or modify any article or section of this negotiated Agreement.

H. English as a Second Language Coordinator

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

I. Internet Usage

1. Monitoring Students

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

2. Employee Usage

- a. Employees shall be permitted reasonable use of Board provided computers and electronic devices in teacher-accessible areas of their building conditions upon the employee's annual signed agreement (Appendix D) to adhere to the District's "Acceptable Use Policy" in effect during the 2006-07 contract year.
- b. Any amendments to the 2006-07 "Acceptable Use Policy" during the term of this agreement shall require the concurrence and signature of the Association president.

3. Review

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

J. Administering Medication

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

K. Committee Meetings

1. Participation on all committees shall be voluntary.

L. Personal Information

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

M. Complaints Against Bargaining Unit Members

1. All parents registering a complaint regarding a bargaining unit member shall be directed to discuss the matter first directly with the bargaining unit member. Bargaining unit members shall be informed of any complaint by a parent that may become a matter of record.
2. If requested by the complainant or the bargaining unit member, a meeting involving the bargaining unit member, Principal, and the complainant, will be offered as soon as practicable to resolve the problem.
3. If it is not resolved at that level, it may be appealed to Superintendent.
4. Anonymous letters or materials shall not be placed in a bargaining unit member's personnel file, or referenced in any documents contained in the personnel file.
5. In Step 3 above, a bargaining unit member reserves the right to be accompanied by a representative of the Association.
6. These complaint procedures do not apply when confidentiality is required in connection with an imminent or ongoing police investigation.

ARTICLE 13 – SPECIAL NEEDS/IEP PROVISIONS

A. Individualized Education Plan (IEP)

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

4. Each teacher shall be informed of his/her responsibilities regarding implementation of the IEP and about the specific modifications and supports to be provided.
5. Any employee whose duties involve the implementation of an IEP can request reconvening the IEP team to review and consider modifications to the IEP and/or the placement of the student.

B. Training

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

C. Specialized Health Care Procedures

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

D. Support Services

1. The Board shall provide the resources necessary, including teachers, to implement any student's IEP.
2. Each MD unit shall have at least one (1) support service aide.
3. There shall be not fewer than one support service aide for every seven cross categorical units at the high school. The department chair, after consulting with the cross categorical teachers and with the approval of the principal, will devise the daily schedules and assignments of said aides to the units.
4. There shall be not fewer than one half-time instructional support service aide for each CD unit. SLD and Cross Categorical units with demonstrated need at the elementary and middle schools shall receive a half-time instructional aide.
5. During the life of this agreement, no special education class at the elementary and middle schools shall have less aide time than that which existed during the 2002-03 school year unless there is a demonstrated lack of need or change of circumstances.
6. In addition to academic classes, support service aides shall be provided for specials and unified arts when special education students are included and there is a demonstrated need.

7. Each support services aide/attendant shall be trained specific to his/her assignment.
8. Unless impacted by a reduction in force in accordance with the applicable collective bargaining agreement, a secretary shall be provided for four (4) hours per day to the High School Special Education department to assist with the scheduling and clerical needs of the teachers and ISGIs in the department.

E. Consistency with Law

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

F. IEP Meetings

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

ARTICLE 14 – RESIDENT EDUCATOR PROGRAM

A. Purpose

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

B. Committee

1. A resident educator committee comprised of a majority of classroom teachers shall be appointed to develop the program and oversee its implementation. The committee shall be comprised of seven (7) members; four (4) appointed by the CFEA Executive Committee and up to three (3) appointed by the Superintendent.
2. The initial committee members shall serve staggered terms with two teachers and one administrator serving for three years; and two (2) teachers and up to two (2) administrators serving for two (2) years. Thereafter, all members shall serve three (3) year terms. The CFEA members shall serve no more than two (2) consecutive, three (3) year terms. The three (3) committee members appointed by the Superintendent shall be replaced as needed.

3. The committee members shall be afforded the opportunity to attend training on the purpose of the entry program, the tools/instruments to be utilized and the necessary components for an effective program.
4. The purpose of the committee shall be the development, implementation, and review of the district resident educator program and the selection of mentors.
5. The resident educator committee shall meet as often as the members deem necessary to complete their work. Bargaining unit committee members shall be paid a supplemental at .02 of the B.A. Minimum.

C. Mentors

1. Eligibility

Only current Cuyahoga Falls bargaining unit members shall be mentors.

2. Qualifications

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

3. Training

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

4. Confidentiality

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

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

5. Release Time

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

6. Compensation

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

D. Resident Educator

1. The resident educator shall be provided a minimum of two (2) days release time per year for the purpose of observing classes, meetings with his/her mentor, recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments.
2. The resident educator teacher is not required to do an IPDP nor to utilize the LPDC process.

E. State Assessment

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

F. Protections

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

G. Program Review/Revisions

1. Committee

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

2. Recommendations

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

3. Mentors

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

H. Consistency with Law

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

ARTICLE 15 – LABOR-MANAGEMENT COMMITTEE

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

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

ARTICLE 16 – HEALTH & SAFETY

A. Policies

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

B. Environment

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

C. Report Internally First

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

D. Right to Reassign

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

E. No Reprisals

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

F. Discrimination to be Grieved

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

G. Health Supplies

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

H. Cleanliness

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

I. Safety Committee

1. The parties shall establish and maintain a Health and Safety Committee in each building. The Health and Safety Committee shall be responsible for monitoring the safe and healthful condition of the workplace and for reviewing and recommending appropriate health and safety procedures to the employer for implementation. The responsibilities of the Health and Safety Committee shall include, but not be limited to, the following:
 - (a) Monitoring and assisting in the operation of a health and safety program and making recommendations to the employer for improvement.
 - (b) Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.
 - (c) Reviewing reports of unsafe and unhealthful conditions and reviewing responses to those reports.
 - (d) Assisting in development and review of evacuation, lock down and other emergency procedures.
2. The Health and Safety committee shall have access to any records and/or information needed to perform its responsibilities.
3. Each building Safety Committee shall be comprised of the following:
 - 3 certificated employees named by CFEA
 - 2 administrators named by the Superintendent
 - 1 member of the classified staff.

ARTICLE 17 – INITIATIVES AND ASSESSMENTS

A. Diagnostic Testing

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

B. Every Student Succeeds Act

1. ESSA Committee

Should the need arise during the term of the contract, the DLT shall discuss the implementation of “Every Student Succeeds Act” (ESSA) with the purpose of implementing ESSA in a manner that best enhances student learning, supports and develops educators, and elevates the education profession.

2. If, during the term of this Contract, any proposed implementation of programs, systems, and/or action(s) taken in compliance with ESSA impacts terms and conditions of employment, it shall be informally discussed between the parties. Any agreement(s) reached between the parties shall be reduced to writing through a Memorandum of Understanding or Contract Amendment, and presented for approval through the parties’ respective ratification procedure. In the event the parties are unable to reach an agreement, the current Contract shall remain in full force and effect, and the item(s) shall be reserved for discussion during negotiations of a successor contract.

C. State Testing

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

ARTICLE 18 – CREDIT FLEXIBILITY COMMITTEE

Students who apply for credit flexibility shall fill out the appropriate form on the District website. When the request is made, the department head (of the plan’s content area), the student’s school counselor, and the high school principal shall meet to approve the plan. The department head shall monitor the plan and the student’s progress. Should the department head need additional time, as determined by the Administration, to assist the student, s/he will be given release time.

ARTICLE 19 – STUDENT TEACHERS

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

ARTICLE 20 – COLLEGE CREDIT PLUS

Pursuant to Ohio Revised Code 3365 et seq., the District shall participate in the College Credit Plus (CCP) program and shall offer college-level courses to students in grade 7 through 12 in accordance with the following provisions:

- A. The instructional preparation for and teaching of courses offered through the CCP program shall be deemed bargaining unit work and shall be offered to bargaining unit members in accordance with the vacancy/posting/teacher selection provisions of this Agreement. If no bargaining unit member is properly credentialed to teach the course, or the student(s) choose to participate in CCP off campus, the Board may arrange for such courses to be taught by non-bargaining unit members OFF CAMPUS.
- B. No bargaining unit member shall be required to participate in the CCP program, UNLESS THERE ARE NO VOLUNTEERS.
- C. No evaluation conducted by an institution of higher education (IHE) will be utilized in the District evaluation of a bargaining unit member.
- D. No bargaining unit position shall be eliminated or reduced, and no bargaining unit member shall be displaced as a result of the District's participation in the CCP program.
- E. CCP instructors will be paid a stipend of One Thousand Dollars (\$1,000.00) per course, per semester. If a teacher teaches two (2) classes of the same course in the same semester, s/he shall be paid One Thousand Dollars (\$1,000.00). The payment will be included in the staff member's regular paycheck. Bargaining unit members shall also be compensated, at their per diem rate, for participation in any in-service training that is required by the District or IHE to meet the requirements of the CCP program on non-contractual workdays.

ARTICLE 21 – DURATION, INTENT OF AGREEMENT, AND SIGNATURES

A. Entire Agreement Clause

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

B. Duration

This Contract shall be in effect from August 2, 2017, through August 1, 2019.

C. Signatures

IN WITNESS WHEREOF, the parties hereto have set their hands this 19th day of July, 2017.

FOR THE BOARD

Karen Schofield
President, Board of Education

[Signature]
Superintendent

[Signature]
Treasurer

[Signature]
Negotiating Team Member

[Signature]
Negotiating Team Member

William Papp
Board Chief Negotiator

FOR THE ASSOCIATION

Melody Carlisle
CFEA President

Christine Stewart
Negotiating Team Member

[Signature]
Negotiating Team Member

[Signature]
Negotiating Team Member

Bobbi Huston
Negotiating Team Member

[Signature]
OEA Labor Relations Consultant

APPENDIX A

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

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

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

APPENDIX B-1

CUYAHOGA FALLS CITY SCHOOL DISTRICT 2017-2018 SALARY SCHEDULE								
YEARS	3YR	BS	BS+15	150 HRS	MA/BS+45	MA+15	MA+30	PhD/EdD
STEP 0	35,074	36,920	38,028	39,135	40,612	41,720	42,827	43,935
STEP 1	36,920	38,766	39,874	40,981	42,458	43,566	44,673	45,781
STEP 2	38,766	40,612	41,720	42,827	44,304	45,412	46,519	47,627
STEP 3	40,981	42,827	43,935	44,673	46,519	47,627	48,734	49,842
STEP 4	42,827	45,042	46,150	46,888	48,734	49,842	50,950	52,057
STEP 5	44,673	47,258	48,365	49,104	50,950	52,057	53,165	54,272
STEP 6	46,888	49,473	50,580	51,319	53,534	54,642	55,380	56,488
STEP 7	49,473	52,057	53,165	53,903	56,118	57,226	57,964	59,072
STEP 8	52,057	54,642	55,749	56,488	58,703	59,810	60,549	61,656
STEP 9	54,642	57,226	58,334	59,072	61,287	62,395	63,133	64,241
STEP 10	54,642	59,810	60,918	61,656	63,872	64,979	65,718	66,825
STEP 11	54,642	62,764	63,872	64,610	66,825	67,933	68,671	69,779
STEP 12	54,642	62,764	63,872	64,610	69,779	70,886	71,625	72,732
STEP 15*	56,118	63,872	64,979	65,718	71,256	72,363	73,102	74,209
STEP 20**	57,595	65,348	66,456	67,194	72,732	73,840	74,578	75,686
STEP 25***	59,072	66,825	67,933	68,671	74,209	75,317	76,055	77,163
STEP 27***	59,072	67,564	68,671	69,410	74,948	76,055	76,794	77,901
STEP 32	59,810	68,302	69,410	70,148	75,686	76,794	77,532	78,640

APPENDIX B-2

**CUYAHOGA FALLS CITY SCHOOL DISTRICT
2018-2019 SALARY SCHEDULE**

YEARS	3YR	BS	BS+15	150 HRS	MA/BS+45	MA+15	MA+30	PhD/EdD
STEP 0	35,600	37,474	38,598	39,722	41,221	42,346	43,470	44,594
STEP 1	37,474	39,348	40,472	41,596	43,095	44,219	45,344	46,468
STEP 2	39,348	41,221	42,346	43,470	44,969	46,093	47,217	48,341
STEP 3	41,596	43,470	44,594	45,344	47,217	48,341	49,466	50,590
STEP 4	43,470	45,718	46,843	47,592	49,466	50,590	51,714	52,838
STEP 5	45,344	47,967	49,091	49,840	51,714	52,838	53,963	55,087
STEP 6	47,592	50,215	51,339	52,089	54,337	55,462	56,211	57,335
STEP 7	50,215	52,838	53,963	54,712	56,960	58,085	58,834	59,958
STEP 8	52,838	55,462	56,586	57,335	59,584	60,708	61,457	62,582
STEP 9	55,462	58,085	59,209	59,958	62,207	63,331	64,081	65,205
STEP 10	55,462	60,708	61,832	62,582	64,830	65,954	66,704	67,828
STEP 11	55,462	63,706	64,830	65,580	67,828	68,952	69,702	70,826
STEP 12	55,462	63,706	64,830	65,580	70,826	71,950	72,700	73,824
STEP 15*	56,960	64,830	65,954	66,704	72,325	73,449	74,199	75,323
STEP 20**	58,459	66,329	67,453	68,203	73,824	74,948	75,697	76,822
STEP 25***	59,958	67,828	68,952	69,702	75,323	76,447	77,196	78,321
STEP 27***	59,958	68,577	69,702	70,451	76,072	77,196	77,946	79,070
STEP 32	60,708	69,327	70,451	71,201	76,822	77,946	78,695	79,820

**CUYAHOGA FALLS CITY SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE INDEX**

Position	Title	Years										
		0	1	2	3	4	5	6	7	8	9	10
<u>SPORT RELATED</u>												
Athletic Manager HS	Fall	0.1159										
Athletic Manager HS	Winter	0.0721										
Athletic Manager HS	Spring	0.0349										
Athletic Manager MS	Annual	0.046										
Athletic Trainer	Fall	\$6,000										
Athletic Trainer	Winter	\$6,000										
Athletic Trainer	Spring	\$6,000										
Baseball	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Baseball	AC	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
Basketball	HC	0.202	0.207	0.212	0.217	0.222	0.227	0.232	0.237	0.242	0.247	0.252
Basketball	AC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Basketball 7,8	HC	0.065	0.069	0.073	0.077	0.081	0.085	0.089	0.093	0.097	0.101	0.105
Basketball 7,8	AC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
Bowling	HC	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
Cheerleading V/JV/9th	Fall	0.07										
Cheerleading V/JV/9th	Winter	0.07										
Cheerleading 7,8	Fall	0.03										
Cheerleading 7,8	Fall	0.03										
Conditioning Supervisor		0.050										
Cross Country	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Cross Country	AC	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
Cross Country 7,8	HC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
Cross Country 7,8	AC	0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
Equipment Manager		0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
Football	HC	0.202	0.207	0.212	0.217	0.222	0.227	0.232	0.237	0.242	0.247	0.252
Football	AC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Football 7,8	HC	0.065	0.069	0.073	0.077	0.081	0.085	0.089	0.093	0.097	0.101	0.105
Football 7,8	AC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
Golf	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Golf	AC	0.023	0.025	0.027	0.029	0.031	0.033	0.035				
Gymnastics	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Gymnastics	AC	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
Locker Room Supervisor		0.015										
Open Gym Supervisor		0.075										
Soccer	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Soccer	AC	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
Soccer 7,8	HC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095

Soccer 7,8	AC	0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
Softball	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Softball	AC	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
Swimming	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Swimming	AC	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
Tennis	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Tennis	AC	0.023	0.025	0.027	0.029	0.031	0.033	0.035				
Track	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Track	AC	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
Track 7,8	HC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
Track 7,8	AC	0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
Volleyball	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Volleyball	AC	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
Volleyball 7,8	HC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
Volleyball 7,8	AC	0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085
Wrestling	HC	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Wrestling	AC	0.060	0.065	0.070	0.075	0.080	0.085	0.090	0.095	0.100	0.105	0.110
Wrestling 7,8	HC	0.055	0.059	0.063	0.067	0.071	0.075	0.079	0.083	0.087	0.091	0.095
Wrestling 7,8	AC	0.045	0.049	0.053	0.057	0.061	0.065	0.069	0.073	0.077	0.081	0.085

FINE ARTS RELATED

Years

**Annually, each position*

	0	1	2	3	4	5	6	7	8	9	10
Assistant Marching Band	0.105	0.110	0.115	0.120	0.125	0.130	0.135	0.140	0.145	0.150	0.155
Goldtones	0.075										
Marching Band Director	0.202	0.207	0.212	0.217	0.222	0.227	0.232	0.237	0.242	0.247	0.252
MS Jazz Ensemble	0.025										
Music Activities HS	0.025										
Music Activities MS	0.0125										
Symphonic Band	0.050										
M&Ms	0.100										
Music/Art Activities E/MS/HS	0.0125	<i>(at least 2 activities per school year)</i>									
Show Choir	0.0125										
Vocal Music Director	0.100										

MUSICALS

Musical Choreographer	0.025
Musical Co-Director	0.025
Musical Production Director	0.050
Pit Orchestra Musicians & Director*	\$500*
Producer*	\$500*

ADVISORS

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

-			
Academic Challenge	0.050	Student Council	0.050
Art Club	0.013	Tigerbacker	0.025
Book Club HS	0.013	Tiger Voice	0.013
Builders Club	0.013	Video Announcements	0.013
Chess Club	0.013	Yearbook	0.075
Close-Up	0.013	Youth-to-Youth	0.013
Dance Team	0.025		
Fall Play Advisor	0.025	Chairpersons	
French Club	0.013	Career Tech/Business	0.050
Freshman Class	0.025	English Dept.	0.050
Future Educators of America*	0.013	Fine Arts	0.050
Interact*	0.013	Guidance	0.050
Junior Class	0.025	Foreign Language	0.050
Key Club	0.013	Health/Phys Ed	0.050
Latin Club	0.013	Math	0.050
Linkcrew	0.025	Science	0.050
Majorette	0.050	Social Studies	0.050
National Honor Society	0.025	Special Education	0.050
New Horizons HS	0.025		
Newspaper	0.025	Coordinators	
One Act Play	0.025	Art Department	0.025
Radio Station	0.050	Building Technology Leader	0.050
Robotics	0.013	Building Leadership Team	0.050
Science Olympiad MS/HS	0.013	Reading/Writing Festival	0.025
Senior Class	0.025	Student Assistance	0.050
Sign Language	0.013	Substance Abuse Building	0.0125
Sophomore Class	0.025		
Spanish Club	0.013	Media Specialist	
Speech & Debate	0.025	Elementary	0.025
Spelling Coach MS	0.025	High School	0.075
STAND	0.025	Middle School	0.025

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

APPENDIX C-2

CUYAHOGA FALLS CITY SCHOOL DISTRICT 2017-2018 CFEA SUPPLEMENTAL SALARY SCHEDULE												
Position	Title	Years										
SPORT RELATED		0	1	2	3	4	5	6	7	8	9	10
Athletic Manager HS	Fall	4,279										
Athletic Manager HS	Winter	2,662										
Athletic Manager HS	Spring	1,289										
Athletic Manager MS	Annual	1,698										
Athletic Trainer	Fall	6,000										
Athletic Trainer	Winter	6,000										
Athletic Trainer	Spring	6,000										
Baseball	HC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Baseball	AC	2,215	2,400	2,584	2,769	2,954	3,138	3,323	3,507	3,692	3,877	4,061
Basketball	HC	7,458	7,642	7,827	8,012	8,196	8,381	8,565	8,750	8,935	9,119	9,304
Basketball	AC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Basketball 7,8	HC	2,400	2,547	2,695	2,843	2,991	3,138	3,286	3,434	3,581	3,729	3,877
Basketball 7,8	AC	2,031	2,178	2,326	2,474	2,621	2,769	2,917	3,064	3,212	3,360	3,507
Bowling	HC	2,215	2,400	2,584	2,769	2,954	3,138	3,323	3,507	3,692	3,877	4,061
Cheerleading V/JV/9th	Fall	2,584										
Cheerleading V/JV/9th	Winter	2,584										
Cheerleading 7,8	Fall	1,108										
Cheerleading 7,8	Fall	1,108										
Conditioning Supervisor		1,846										
Cross Country	HC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Cross Country	AC	2,215	2,400	2,584	2,769	2,954	3,138	3,323	3,507	3,692	3,877	4,061
Cross Country 7,8	HC	2,031	2,178	2,326	2,474	2,621	2,769	2,917	3,064	3,212	3,360	3,507
Cross Country 7,8	AC	1,661	1,809	1,957	2,104	2,252	2,400	2,547	2,695	2,843	2,991	3,138
Equipment Manager		2,215	2,400	2,584	2,769	2,954	3,138	3,323	3,507	3,692	3,877	4,061
Football	HC	7,458	7,642	7,827	8,012	8,196	8,381	8,565	8,750	8,935	9,119	9,304
Football	AC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Football 7,8	HC	2,400	2,547	2,695	2,843	2,991	3,138	3,286	3,434	3,581	3,729	3,877
Football 7,8	AC	2,031	2,178	2,326	2,474	2,621	2,769	2,917	3,064	3,212	3,360	3,507
Golf	HC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Golf	AC	849	923	997	1,071	1,145	1,218	1,292				
Gymnastics	HC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Gymnastics	AC	2,215	2,400	2,584	2,769	2,954	3,138	3,323	3,507	3,692	3,877	4,061
Locker Room Supervisor		554										
Open Gym Supervisor		2,769										
Soccer	HC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Soccer	AC	2,215	2,400	2,584	2,769	2,954	3,138	3,323	3,507	3,692	3,877	4,061

Soccer 7,8	HC	2,031	2,178	2,326	2,474	2,621	2,769	2,917	3,064	3,212	3,360	3,507
Soccer 7,8	AC	1,661	1,809	1,957	2,104	2,252	2,400	2,547	2,695	2,843	2,991	3,138
Softball	HC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Softball	AC	2,215	2,400	2,584	2,769	2,954	3,138	3,323	3,507	3,692	3,877	4,061
Swimming	HC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Swimming	AC	2,215	2,400	2,584	2,769	2,954	3,138	3,323	3,507	3,692	3,877	4,061
Tennis	HC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Tennis	AC	849	923	997	1,071	1,145	1,218	1,292				
Track	HC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Track	AC	2,215	2,400	2,584	2,769	2,954	3,138	3,323	3,507	3,692	3,877	4,061
Track 7,8	HC	2,031	2,178	2,326	2,474	2,621	2,769	2,917	3,064	3,212	3,360	3,507
Track 7,8	AC	1,661	1,809	1,957	2,104	2,252	2,400	2,547	2,695	2,843	2,991	3,138
Volleyball	HC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Volleyball	AC	2,215	2,400	2,584	2,769	2,954	3,138	3,323	3,507	3,692	3,877	4,061
Volleyball 7,8	HC	2,031	2,178	2,326	2,474	2,621	2,769	2,917	3,064	3,212	3,360	3,507
Volleyball 7,8	AC	1,661	1,809	1,957	2,104	2,252	2,400	2,547	2,695	2,843	2,991	3,138
Wrestling	HC	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723
Wrestling	AC	2,215	2,400	2,584	2,769	2,954	3,138	3,323	3,507	3,692	3,877	4,061
Wrestling 7,8	HC	2,031	2,178	2,326	2,474	2,621	2,769	2,917	3,064	3,212	3,360	3,507
Wrestling 7,8	AC	1,661	1,809	1,957	2,104	2,252	2,400	2,547	2,695	2,843	2,991	3,138

FINE ARTS RELATED		Years										
<i>*Annually, each position</i>	0	1	2	3	4	5	6	7	8	9	10	
Assistant Marching Band	3,877	4,061	4,246	4,430	4,615	4,800	4,984	5,169	5,353	5,538	5,723	
Goldtones	2,769											
Marching Band Director	7,458	7,642	7,827	8,012	8,196	8,381	8,565	8,750	8,935	9,119	9,304	
MS Jazz Ensemble	923											
Music Activities HS	923											
Music Activities MS	462											
Symphonic Band	1,846											

M&Ms	3,692				
Music/Art Activities E/MS/HS	462	(at least 2 activities per school year)			
Show Choir	462				
Vocal Music Director	3,692				

MUSICALS	
Musical Choreographer	923
Musical Co-Director	923
Musical Production Director	1,846
Pit Orchestra Musicians & Director*	\$500*

Producer*	\$500*
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ADVISORS
**Providing successful completion of three (3) year period.*

Academic Challenge	1,846
Art Club	480
Book Club HS	480
Builders Club	480
Chess Club	480
Close-Up	480
Dance Team	923
Fall Play Advisor	923
French Club	480
Freshman Class	923
Future Educators of America*	480*
Interact*	480*
Junior Class	923
Key Club	480
Latin Club	480
Linkcrew	923
Majorette	1,846
National Honor Society	923
New Horizons HS	923
Newspaper	923
One Act Play	923
Radio Station	1,846
Robotics	480
Science Olympiad MS/HS	480
Senior Class	923
Sign Language	480
Sophomore Class	923
Spanish Club	480
Speech & Debate	923
Spelling Coach MS	923
STAND	923

Student Council	1,846
Tigerbacker	923
Tiger Voice	480
Video Announcements	480
Yearbook	2,769
Youth-to-Youth	480

Chairpersons

Career Tech/Business	1,846
English Dept.	1,846
Fine Arts	1,846
Guidance	1,846
Foreign Language	1,846
Health/Phys Ed	1,846
Math	1,846
Science	1,846
Social Studies	1,846
Special Education	1,846

Coordinators

Art Department	923
Building Technology Leader	1,846
Building Leadership Team	1,846
Reading/Writing Festival	923
Student Assistance	1,846
Substance Abuse Building	462

Media Specialist

Elementary	923
High School	2,769
Middle School	923

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

APPENDIX C-3

CUYAHOGA FALLS CITY SCHOOL DISTRICT 2018-2019 CFEA SUPPLEMENTAL SALARY SCHEDULE												
Position	Title	Years										
SPORT RELATED		0	1	2	3	4	5	6	7	8	9	10
Athletic Manager HS	Fall	4,343										
Athletic Manager HS	Winter	2,702										
Athletic Manager HS	Spring	1,308										
Athletic Manager MS	Annual	1,724										
Athletic Trainer	Fall	6,000										
Athletic Trainer	Winter	6,000										
Athletic Trainer	Spring	6,000										
Baseball	HC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808
Baseball	AC	2,248	2,436	2,623	2,811	2,998	3,185	3,373	3,560	3,747	3,935	4,122
Basketball	HC	7,570	7,757	7,944	8,132	8,319	8,507	8,694	8,881	9,069	9,256	9,443
Basketball	AC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808
Basketball 7,8	HC	2,436	2,586	2,736	2,885	3,035	3,185	3,335	3,485	3,635	3,785	3,935
Basketball 7,8	AC	2,061	2,211	2,361	2,511	2,661	2,811	2,960	3,110	3,260	3,410	3,560
Bowling	HC	2,248	2,436	2,623	2,811	2,998	3,185	3,373	3,560	3,747	3,935	4,122
Cheerleading V/JV/9th	Fall	2,623										
Cheerleading V/JV/9th	Winter	2,623										
Cheerleading 7,8	Fall	1,124										
Cheerleading 7,8	Fall	1,124										
Conditioning Supervisor		1,874										
Cross Country	HC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808
Cross Country	AC	2,248	2,436	2,623	2,811	2,998	3,185	3,373	3,560	3,747	3,935	4,122
Cross Country 7,8	HC	2,061	2,211	2,361	2,511	2,661	2,811	2,960	3,110	3,260	3,410	3,560
Cross Country 7,8	AC	1,686	1,836	1,986	2,136	2,286	2,436	2,586	2,736	2,885	3,035	3,185
Equipment Manager		2,248	2,436	2,623	2,811	2,998	3,185	3,373	3,560	3,747	3,935	4,122
Football	HC	7,570	7,757	7,944	8,132	8,319	8,507	8,694	8,881	9,069	9,256	9,443
Football	AC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808
Football 7,8	HC	2,436	2,586	2,736	2,885	3,035	3,185	3,335	3,485	3,635	3,785	3,935
Football 7,8	AC	2,061	2,211	2,361	2,511	2,661	2,811	2,960	3,110	3,260	3,410	3,560
Golf	HC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808
Golf	AC	862	937	1,012	1,087	1,162	1,237	1,312				
Gymnastics	HC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808
Gymnastics	AC	2,248	2,436	2,623	2,811	2,998	3,185	3,373	3,560	3,747	3,935	4,122
Locker Room Supervisor		562										
Open Gym Supervisor		2,811										
Soccer	HC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808

Soccer	AC	2,248	2,436	2,623	2,811	2,998	3,185	3,373	3,560	3,747	3,935	4,122
Soccer 7,8	HC	2,061	2,211	2,361	2,511	2,661	2,811	2,960	3,110	3,260	3,410	3,560
Soccer 7,8	AC	1,686	1,836	1,986	2,136	2,286	2,436	2,586	2,736	2,885	3,035	3,185
Softball	HC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808
Softball	AC	2,248	2,436	2,623	2,811	2,998	3,185	3,373	3,560	3,747	3,935	4,122
Swimming	HC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808
Swimming	AC	2,248	2,436	2,623	2,811	2,998	3,185	3,373	3,560	3,747	3,935	4,122
Tennis	HC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808
Tennis	AC	862	937	1,012	1,087	1,162	1,237	1,312				
Track	HC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808
Track	AC	2,248	2,436	2,623	2,811	2,998	3,185	3,373	3,560	3,747	3,935	4,122
Track 7,8	HC	2,061	2,211	2,361	2,511	2,661	2,811	2,960	3,110	3,260	3,410	3,560
Track 7,8	AC	1,686	1,836	1,986	2,136	2,286	2,436	2,586	2,736	2,885	3,035	3,185
Volleyball	HC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808
Volleyball	AC	2,248	2,436	2,623	2,811	2,998	3,185	3,373	3,560	3,747	3,935	4,122
Volleyball 7,8	HC	2,061	2,211	2,361	2,511	2,661	2,811	2,960	3,110	3,260	3,410	3,560
Volleyball 7,8	AC	1,686	1,836	1,986	2,136	2,286	2,436	2,586	2,736	2,885	3,035	3,185
Wrestling	HC	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808
Wrestling	AC	2,248	2,436	2,623	2,811	2,998	3,185	3,373	3,560	3,747	3,935	4,122
Wrestling 7,8	HC	2,061	2,211	2,361	2,511	2,661	2,811	2,960	3,110	3,260	3,410	3,560
Wrestling 7,8	AC	1,686	1,836	1,986	2,136	2,286	2,436	2,586	2,736	2,885	3,035	3,185

FINE ARTS RELATED	Years											
	0	1	2	3	4	5	6	7	8	9	10	
<i>*Annually, each position</i>												
Assistant Marching Band	3,935	4,122	4,310	4,497	4,684	4,872	5,059	5,246	5,434	5,621	5,808	
Goldtones	2,811											
Marching Band Director	7,570	7,757	7,944	8,132	8,319	8,507	8,694	8,881	9,069	9,256	9,443	
MS Jazz Ensemble	937											
Music Activities HS	937											
Music Activities MS	468											
Symphonic Band	1,874											

M&Ms	3,747	
Music/Art Activities E/MS/HS	468	(at least 2 activities per school year)
Show Choir	468	
Vocal Music Director	3,747	

MUSICALS	
Musical Choreographer	937
Musical Co-Director	937
Musical Production Director	1,874

Pit Orchestra Musicians & Director*	\$500*
Producer*	\$500*

ADVISORS	
<i>*Providing successful completion of three (3) year period.</i>	
Academic Challenge	1,874
Art Club	487
Book Club HS	487
Builders Club	487
Chess Club	487
Close-Up	487
Dance Team	937
Fall Play Advisor	937
French Club	487
Freshman Class	937
Future Educators of America*	487*
Interact*	487*
Junior Class	937
Key Club	487
Latin Club	487
Linkcrew	937
Majorette	1,874
National Honor Society	937
New Horizons HS	937
Newspaper	937
One Act Play	937
Radio Station	1,874
Robotics	487
Science Olympiad MS/HS	487
Senior Class	937
Sign Language	487
Sophomore Class	937
Spanish Club	487
Speech & Debate	937
Spelling Coach MS	937
STAND	937
Student Council	1,874
Tigerbacker	937
Tiger Voice	487
Video Announcements	487
Yearbook	2,811
Youth-to-Youth	487
Chairpersons	
Career Tech/Business	1,874
English Dept.	1,874
Fine Arts	1,874
Guidance	1,874
Foreign Language	1,874
Health/Phys Ed	1,874
Math	1,874
Science	1,874
Social Studies	1,874
Special Education	1,874
Coordinators	
Art Department	937
Building Technology Leader	1,874
Building Leadership Team	1,874
Reading/Writing Festival	937
Student Assistance	1,874
Substance Abuse Building	468
Media Specialist	
Elementary	937
High School	2,811
Middle School	937

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

**CUYAHOGA FALLS
GRIEVANCE FORMS**

Name of Employee _____

School _____ Grade Level/Subject: _____

Type: Individual _____ Association _____

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

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

Relief Requested: _____

Association Representative(s): _____

Grievant's Signature

Principal's Signature

Date Received

Date Signed

Please check appropriate level:

_____ Level I _____ Level II _____ Level III _____ Level IV

Acceptable Use Agreement

Cuyahoga Falls City School District employees must complete this form in order to utilize District computers and/or access the District Network. The form must be returned to the building principal. A new form is required each school year.

Employee Use Access Contract Year _____

Employee Name

Position

Building

I understand and will abide by the provisions of the Cuyahoga Falls City Schools Computer and Internet Acceptable Use Guidelines which were in effect during the 2006-07 year. I understand that any violations of the guidelines may result in disciplinary action. This could include revoking of my user account and appropriate action by school authorities.

Employee's signature

Date

Your Summary of Benefits



Cuyahoga Falls City Schools
 Blue Access® (PPO) All Non OAPSE Employees
 Effective 01/10/2016

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$500/\$1000	\$550/\$1,100
Out-of-Pocket Limit (Single/Family)	\$1,000/\$2,000	\$1,250/\$2,500
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/ Specialty Care Physician (SCP) Including Office Surgeries and allergy serum: <ul style="list-style-type: none"> ○ allergy injections (PCP and SCP) ○ allergy testing ○ MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds and pharmaceutical products 	\$15/\$15 No cost share 10% 10%	30% 30% 30% 30%
Preventive Care Services <ul style="list-style-type: none"> ○ Services included but not limited to: Routine medical exams, Mammograms, Pelvic Exams, Pap testing, PSA tests, Immunizations, Annual diabetic eye exam, Hearing screenings and Vision screenings which are limited to Screening tests (i.e. Snellen eye chart) and Ocular Photo screening. 	No cost share	30%
Emergency and Urgent Care Emergency Room Services <ul style="list-style-type: none"> ○ facility/other covered services (copayment waived if admitted) Urgent Care Center Services <ul style="list-style-type: none"> ○ MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies, Non-maternity related Ultrasounds and pharmaceutical products ○ Allergy injections ○ Allergy testing 	\$50 \$15 10% No cost share 10%	\$50 30% 30% 30% 30%
Inpatient and Outpatient Professional Services Include but are not limited to: <ul style="list-style-type: none"> ○ Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 	10%	30%
Blue 8.0 500 Series		

Covered Benefits	Network	Non-Network
Inpatient Facility Services (Network/Non-Network combined) Unlimited days except for: <ul style="list-style-type: none"> o 60 days for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) o 90 days for skilled nursing facility 	10%	30%
Outpatient Surgery Hospital/Alternative Care Facility <ul style="list-style-type: none"> o Surgery and administration of general anesthesia 	10%	30%
Other Outpatient Services including but not limited to: <ul style="list-style-type: none"> o Non-Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services o Home Care Services unlimited visits (excludes IV therapy) (Network/Non-Network combined) o Durable Medical Equipment, Orthotics and Prosthetics o Physical Medicine Therapy Day Rehabilitation programs o Hospice Care o Ambulance Services 	10% 10%	30% 10% 10%
Outpatient Therapy Services (Combined Network & Non-Network limits) <ul style="list-style-type: none"> o Physician Home and Office Visits (PCP/SCP) o Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> o Cardiac Rehabilitation: 36 visits o Pulmonary Rehabilitation: 20 visits o Physical Therapy: 20 visits o Occupational Therapy: 20 visits o Manipulation Therapy: 12 visits o Speech Therapy: 20 visits 	\$15/\$15 10%	30% 30%
Accidental Dental: Unlimited (Network and Non-network combined)	Copayments/Coinsurance based on setting where covered services are received	30%
Behavioral Health: Mental Illness and Substance Abuse² <ul style="list-style-type: none"> o Inpatient Facility and Professional Services o Physician Home and Office Visits (PCP/SCP) o Other Outpatient Services, Outpatient Facility @ Hospital/Alternative Care Facility. Outpatient Professional 	10% \$15 10%	30% 30% 30%
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> o Acquisition and transplant procedures, harvest and storage. 	No cost share	50%

Covered Benefits	Network	Non-Network
Prescription Drugs⁴ Network Tier structure equals 1/2/3 <ul style="list-style-type: none"> ○ Network Retail Pharmacies: (30-day supply) includes diabetic test strip ○ Home Delivery Service: (90-day supply) includes diabetic test strip 	<ul style="list-style-type: none"> \$0/\$20/\$40 \$0/\$50/\$100 	<ul style="list-style-type: none"> 50%, min \$30⁵ Not covered

Notes:

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

² We encourage you to review the Schedule of Benefits for limitations.

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

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

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

Precertification:

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

Pre-existing Exclusion Period: none

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

Exceptions Approved

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

**DENTAL PLAN
for
CUYAHOGA FALLS CITY SCHOOLS**

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

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

SICK LEAVE DONATION REQUEST

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

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

I understand that, upon request of the Superintendent or designee, I may have to provide medical documentation.

Name

Date

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

Office Use Only:

HR _____

Supt _____

Treas _____

CFEA _____

SICK LEAVE DONATION NOTICE

_____, an employee of _____ years, who works at _____
Number

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

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

Sick Leave Donation Authorization

I, _____ authorize the donation of _____ day(s) of my accumulated
(Name) (Not to exceed 5)

sick leave to _____.

Employee Signature

Date

**ORIGINAL – TO DISTRICT TREASURER
COPY – TO CFEA PRESIDENT**