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LECTIVE BARGAINING AGREEMENT

BETWEEN THE

CANAL WINCHESTER LOCAL SCHOOL DISTRICT

BOARD OF EDUCATION

AND THE

CANAL WINCHESTER

EDUCATION ASSOCIATION

July 1, 2018 through June 30, 2021

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ARTICLE I.

NEGOTIATIONS PROCEDURE

A. PREAMBLE

The Canal Winchester Local School District Board of Education, hereinafter "the Board," agrees to establish procedures for negotiations with the Canal Winchester Education Association/Ohio Education Association/National Education Association, hereinafter "the Association."

B. RECOGNITION

The Board recognizes the Association, as the sole and exclusive bargaining representative for all regular, full or part-time unit members employed under a regular teaching contract in the District or those licensed/certified staff employed to fill a vacancy. The employment of a substitute for a unit member on leave will be based on a specific beginning and ending date corresponding to the return of the unit member from leave.

Substitutes, non-licensed/certified employees, principals, assistant principals, athletic director, and management-level and supervisory staff are excluded from the bargaining unit. Management-level and supervisory staff are those employees who meet the definitions of such appearing in Ohio Revised Code, Section 4117.01.

C. INDIVIDUAL AND ORGANIZATIONAL RIGHTS

Unit members shall have the right to join or not to join the Association and membership shall not be a prerequisite for employment or continued employment.

The Association shall admit to membership all unit members of the District in accordance with the Association Constitution and By-laws.

No reprisal of any kind shall be taken by or against any participant in negotiations by reason of such participation.

D. REPRESENTATION

Each negotiating team shall consist of not more than five (5) members, inclusive of a consultant.

E. **REQUEST FOR MEETINGS**

Requests for negotiations shall be made in writing to the Superintendent or by the Superintendent to the Association President, no earlier than March 1 nor later than March 31 prior to the expiration date of this Agreement.

Included in the request shall be the purpose for the meeting, the date of the request, and the name of the person to contact to arrange a mutually satisfactory time for a meeting.

A written reply shall be sent by the receiving party within ten (10) calendar days to the representative of the requesting party. This reply shall include a recognition of the request for the meeting, the date of the writing, and a time and place mutually agreed upon for the meeting.

The first session shall be held within thirty (30) calendar days of the date listed on the initial request for negotiations, unless both parties agree on a later date.

At least ten (10) work days prior to the first meeting, the Board and the Association will present fully written proposals. No new matters shall be introduced during negotiations without mutual consent. The meeting place and time will be mutually acceptable to both parties. The Board will make its best effort to schedule one day of negotiations during a school day. If the Board and CWEA agree to negotiate during a school day, the Board will pay for the release of up to five (5) CWEA negotiation team members. The Association will pay for the release time of any additional members thereafter to attend.

Until negotiations are completed, each meeting shall include a decision on an agreed time for the next meeting.

The timeline and process above may be waived if mutually agreed upon by both parties.

F. **WHILE NEGOTIATIONS ARE IN PROGRESS**

1. Meetings shall be in executive session.
2. Either team may caucus at any time. A caucus shall not be longer than thirty (30) minutes unless otherwise mutually agreed.
3. When tentative agreement is reached on a proposal, it shall be initialed by a representative of each team.
4. During negotiations, joint study committees may be created by mutual consent.

5. Prior to and during the period of negotiations, the Board and Association agree that, upon written request and in a reasonable time period, information routinely prepared for the Board or the Association will be exchanged.
6. Progress reports may be made to the represented bodies by their respective team at the discretion of the team.
7. When a tentative agreement is reached on all terms for a successor agreement, it shall be reduced to writing and submitted to the Association and the Board for ratification. Following ratification by both parties, it shall be signed by their Presidents and a copy sent to SERB.

G. **PROCEDURE FOR RESOLUTION**

If agreement is not reached after full discussion of the issues, either party may request that all unresolved issues be submitted to mediation by requesting the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mediation services mutually agreed upon. If agreement is not reached through mediation within thirty (30) calendar days, the Association may initiate the provisions of Ohio Revised Code, Section 4117.14 (D) (2).

The cost of mediation, if any, shall be shared equally by the Association and the Board.

Procedures in this Article shall supersede all requirements in Ohio Revised Code, Section 4117.14.

The parties may agree to any other dispute settlement procedure, which shall supersede Ohio Revised Code, Section 4117.14.

H. **ISSUES COUNCIL**

An Issues Council is hereby formed whose purpose shall be to review, discuss, and make recommendations to the Board on any issue of concern. Either party may refrain to meet or confer on any particular issue which is presented for consideration. Any issue subject to bargaining under Ohio Revised Code, Chapter 4117 shall be referred to the negotiations committee of both parties with any recommendations of the Council. If agreement cannot be reached, the status quo will be maintained on that particular item for the duration of this Agreement. The initiation of a meeting and/or discussion of a topic shall be exempt from the filing of an Unfair Labor Practice (ULP) by either party.

The Issues Council shall be composed of the Association President and two (2) designees and the Superintendent and two (2) designees. Meetings shall be scheduled at a mutually agreed upon time.

Closure on items discussed shall be when four (4) members agree by secret ballot on a recommendation. The Superintendent and the Association President will chair the meetings alternately. A meeting of the Council can be called for by either the Association or the Administration.

I. **LABOR MANAGEMENT COMMITTEE**

1. A committee shall be established as an aid to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) persons appointed at the discretion of the Superintendent, plus the CWEA President (or designee) and a maximum of three (3) persons appointed at the discretion of the CWEA President.
2. This committee shall meet once per 9 week grading period during the school year or more frequently, upon the request and agreement of the Superintendent and the CWEA President. If neither party has any issues to discuss, there will not be a meeting.
3. The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the Negotiated Agreement.

ARTICLE II. RIGHTS

A. ASSOCIATION RIGHTS

The Association shall be granted the following privileges:

1. Use of school facilities for meetings including the school email system. Meetings shall be held during non-working time and in keeping with Board policy governing use of the building.
2. Use of school equipment with the knowledge of the proper administrator or building principal. Board-purchased consumable materials used by the Association; (e.g., paper), shall be paid for by the Association at Board cost.
3. Use of designated faculty bulletin boards.
4. Use of internal school mail delivery with the authorization of the building principal.
5. The Board agrees to deduct from the salaries of unit members the unified dues and assessments for the Association/OEA/NEA and any subdivisions of these organizations, as individually and voluntarily authorized and to transmit the monies promptly to the Association Treasurer. Unit member authorization will be in writing by September 30 on a form provided by the Association. Authorization shall be on a continuing basis from year to year, unless revoked in writing to the Association Treasurer with a copy being sent to the Board Treasurer and the Association President or changed in accordance with the procedures herein. A unit member wishing to revoke his/her payroll deduction may do so only by submitting the revocation in writing to the Association Treasurer with a copy to the Board Treasurer and the Association President between August 15th and September 15th of any year. The Association will process all revocations or modifications and submit them to the Board Treasurer by September 30th of each year.

Each unit member organizations named in Paragraph 5 will certify to the Board, in writing, the current amount of its membership dues. Any organization which changes the amount will give the Board thirty (30) calendar days written notice prior to the effective date of such change.

Deductions referred to in Paragraph 5 will be made in twenty (20) installments. The Board shall not be held liable for deductions or errors in deducted amounts that occur because of omissions, errors, or misinformation contained on the authorization forms.

6. The Association may access a copy of the agenda of each Board meeting through Board Docs.
7. The Association shall have the right to place organizational identification on its members' mailboxes. The Association shall have the opportunity of providing Association information in the initial orientation meeting for new professional staff members. The Association President and their Uniserv Consultant shall be timely informed and allowed to attend a portion of all new employee orientations presented by the employer. The Association and the Employer recognize the **Association's right and responsibilities to address unit members at any staff meetings.**
8. Board By-Laws and Policy Manual shall be on the district website.
9. The Association shall receive a copy of all job descriptions for positions within the bargaining unit. Updates will be forwarded in a timely manner.
10. The Association recognizes the operational needs of the Employer and will cooperate to keep a minimum the time lost from work by representatives and members. If grievance/arbitration hearings are scheduled by the Employer **during an employee's regular duty hours, the employee and/or authorized representative shall not suffer any loss of pay while attending the hearing.** The Uniserv Consultant maintains the right to visit bargaining unit members during lunch. With the approval of the Superintendent/designee, the meeting may occur during planning periods, or any time bargaining unit members are not in direct contact with students.
11. The Association President and their Uniserv Consultant shall receive the names, home address, job title, work email address and telephone number of newly employed bargaining unit members before and after the beginning of the school year within ten (10) days of employment. At the request of the Association President and/or their Uniserv Consultant, the Employer shall provide the following updated information in a timely fashion, the names, home address, job title, work email and address and telephone number of each bargaining unit member.
12. The above provisions shall be voided during a work stoppage.

B. **BOARD RIGHTS**

The Board hereby retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States.

The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, and regulations shall be limited by the

specific and express terms of this Agreement, Ohio Statutes, and the Constitution and laws of the United States.

C. **INDIVIDUAL RIGHTS**

The Board recognizes all personal rights and freedoms granted unit members by the Constitution and will abide by all laws that pertain to the unit members it employs.

Recognized individual rights shall include:

1. The right to join and participate in civic or professional organizations on **one's personal time.**
2. **The right to participate in political functions on one's personal time.**
3. The right to hold elected office.
4. **The right to privacy and recognition that one's personal life is not a** condition of employment, unless such unit member's action is determined to be in conflict with the effective performance of contract duties.
5. Neither the Board nor the Association shall discriminate against bargaining unit members on the basis of any reason prohibited by federal and/or state law and/or the exercise of rights protected by the Constitution of the United States and/or the laws of the State of Ohio.
6. The provisions of this Agreement shall be applied uniformly to all bargaining unit members without regard to race, color, age, handicap, religious creed, disability, military status, sexual orientation, gender or national origin.
7. If a unit member believes that his/her rights under paragraph 5 and/or 6 above have been violated, the claim will be processed through the grievance procedure in this collective bargaining agreement.
8. Unit members are encouraged to become aware of the provisions of the Ohio Department of Education Code of Professional Conduct as they relate **to teachers' and administrators' conduct.**

The Administration or Board shall not take action against a unit member in the form of a reprimand or discipline related to personal activities unless **such unit member's action is determined to be in conflict with the effective** performance of contract duties.

Any discipline or reprimand on the above items shall occur only after the unit member is made aware of the condition in writing. The unit member shall be granted a conference and/or a hearing upon written request, with the body that administered the reprimand or discipline.

D. **PERSONNEL FILE**

1. If a unit member and the Superintendent agree there is adequate evidence **that certain material in the unit member's personnel file is** irrelevant, inappropriate, or inaccurate, such material shall be removed from the file or corrected. If the unit member and the Superintendent are unable to reach agreement and the unit member still feels the material contained in the file is irrelevant, inappropriate, or inaccurate, the unit member may attach a written statement to the disputed information including the date when filed.
2. A unit member may inspect information placed in his/her file after a time has been arranged with the assistant superintendent. This may occur during normal working hours and must be in the presence of an authorized person and as long as such inspection does not interfere with assigned responsibilities. The review of the unit member file will be made available to view within three (3) business days of original request.
3. Before responding to a public records request to examine part or all of a **unit member's personnel file, the Administration will attempt to** contact the employee and inform him/her of the fact that such a request has been made and the identity, if known, of the person or organization making the **request. This provision does not apply to review of a unit member's file** by the Superintendent (or designee), **Board members, the Board's legal counsel, the unit member's representative and/or legal counsel, and** central office personnel responsible for maintaining the file.

Such examinations shall be done during regular working hours in the presence of an authorized person and no items may be removed from the file by anyone except the Superintendent.

4. **No information shall be placed in a unit member's personnel file which** come from an anonymous source nor shall such information be made a matter of record.
5. All items placed in the file shall be dated and signed or identified as to source. This provision shall not apply to routine administrative items such as contract, salary notices transcripts or certificate copies.

6. At the request of a teacher, disciplinary documents shall be removed from the personnel file after (5) years, provided that there have been no additional same or similar infractions.
7. A copy of complaint or criticism which will be placed in the file shall be given to the unit member prior to or at the time of such placement.
8. The unit member shall have the right to attach written comments to any file.

E. **PHYSICAL EXAMINATIONS**

Should the Board determine that the performance of a unit member may be **impaired due to the member's** physical and/or mental health, the member may be required to have a physical and/or mental examination by a physician of the members choice. The Board reserves the right to request the member to **undergo an examination by a physician of the Board's choice**. If the diagnosis is contradictory, a third physician agreed upon by the Association and Board shall be consulted.

The Board will pay the usual and customary fees for the examinations.

F. **CHRONIC COMMUNICABLE DISEASES**

1. **Purpose**

The District desires to protect the rights of individuals who may be infected with a chronic communicable disease, as well as the non-infected students, staff, and school community members. The purpose of this Section is to address issues which arise when an employee is suspected, identified, or verified as being infected with a chronic communicable disease.

Control of a chronic communicable disease is essential to assure health and safety. Early identification and implementation of appropriate control measures serve to limit the spread of these diseases.

The principle **philosophy which will guide this District's response is that** each concern will be addressed individually on a case-by-case basis with emphasis on confidentiality.

2. **Confidentiality**

The District recognizes the need to protect the individual rights and health of all persons in our school community. The nature of chronic communicable diseases requires the highest degree of professionalism,

discretion, and compassion of all concerned. Confidentiality is essential and information regarding a chronic communicable disease shall not be disclosed except as required by law.

3. **Public Management**

The District recognizes that chronic communicable diseases are currently a significant medical and social problem, and the manner in which the staff, community, and press are involved is extremely sensitive and potentially volatile. To the extent that time will permit and it is reasonable to do so, **all statements shall come from the Superintendent's office or his/her designee.** The administrative unit in charge shall consult with the Superintendent or his/her designee before making any public statements including overt statements within the school setting. The Superintendent shall determine the appropriate pattern of public dissemination and/or news release.

4. **Identification**

An employee may be identified as having contracted a chronic communicable disease by self-identification, written notification to the Superintendent by a qualified physician or public health agency, or as a result of an examination under Article II, Section E, of this Agreement.

5. **Nondiscrimination**

No employee shall be subjected to indiscriminate testing.

The Board shall not discharge any employee nor otherwise discriminate against any employee with respect to wages, hours, or fringe benefits based on the fact that such employee has contracted a chronic communicable disease. Any employee afflicted with and disabled by a chronic communicable disease has available to him/her any and all illness leaves and other benefits available to him/her as if afflicted with and disabled by any other disease.

6. **Evaluation Team**

When the Superintendent is notified that an employee is afflicted with a chronic communicable disease, he/she shall promptly confer with the **employee's primary care physician.** If that physician recommends the employee be permitted to remain or return to work, the Superintendent shall convene a medical review team to evaluate the request and make recommendation to the Superintendent.

An afflicted employee may be administratively reassigned until the final recommendation of the medical review team is made as outlined below.

The medical review team shall consist of (1) the employee's primary care physician, (2) a physician specializing in infectious diseases, and (3) a physician member of the county board of health or the school physician whom shall serve as chairperson.

The medical review team shall review all pertinent data, make further examinations if necessary, and consult with others of their choosing in order to make a report to the Superintendent.

The medical review team report shall include a recommendation whether the employee shall be:

- a. admitted to work unconditionally;
- b. admitted to work under restrictive conditions; or
- c. not admitted to work.

If the recommendation is either (b) or (c) above, the employee must be:

- a. notified of the reasons for that determination;
- b. provided with an opportunity for a hearing with representation before the medical review team to provide information as to why the recommendation should be reconsidered.

If the recommendation is (b) above and any reassignment or accommodation violates this Agreement, the Board shall meet with appropriate representatives of the Association to negotiate a reasonable accommodation.

The medical review team may reconvene at the request of any member or the Superintendent **at a later time to evaluate the employee's condition and work status.** This shall follow the same procedure as in the original review process.

The Superintendent shall make his/her decision after receiving the recommendation of the medical review team.

The District will assist other public agencies in providing information from the National Health Centers for Disease Control, the Ohio Department of Health, and the Ohio Department of Education. One of the purposes of this program is to reduce fear based upon erroneous information or a lack of information. The educational program allows for the dissemination of new information as it becomes available.

G. **PROFESSIONAL AND ACADEMIC FREEDOM**

The academic freedom of each unit member shall be exercised within the constraints established by the adopted course of study and the general standards of professional responsibilities. Unit members shall have the right to exercise freedom in the development of techniques and materials to implement the Board of Education adopted curriculum.

H. Complaint about Unit Member is attached to the parties' Agreement as addendum G.

ARTICLE III.

UNIT MEMBER CONDITIONS

A. CONTRACTS

Employment and reemployment of unit members shall be in accordance with Ohio statutes and the provisions of this Agreement.

1. Contract Eligibility

- a. A unit member's initial contract shall be a one (1) year limited, regardless of previous teaching experience.
- b. Upon reemployment, a unit member's second contract shall be one (1) year limited.
- c. Upon reemployment, a unit member's third contract shall be a two (2) year limited.
- d. Upon reemployment, a unit member's fourth contract shall be a three (3) year limited.
- e. Upon reemployment, a unit member's fifth contract shall be a five (5) year limited. Five (5) year limited contracts are renewable upon reemployment.
- f. Upon reemployment, no unit member shall receive a contract less than the previous contract held with the Board, except for good and just cause which shall be documented and for which such unit member shall be apprised and then such interruption of the above sequence shall not occur more than once except as provided for in Paragraph 4 below.

2. Continuing Contracts

- a. Eligibility for continuing contracts is governed by Ohio Revised Code Sections 3319.08 and 3319.11.
- b. Unit members on limited contracts who meet all requirements for continuing status, before the expiration of the effective limited contract, shall, at the option of the unit member, be considered for a continuing contract upon completion of the specified requirements. Consideration does not mean any provisions of Ohio Revised Code, Sections 3319.11 and 3319.111.

- c. Notwithstanding anything to the contrary in Ohio law, a unit member shall be eligible for consideration for continuing contract status only if he/she (a) is eligible for same pursuant to the Ohio Revised Code Section 3319.11(B), and (b) has had on file with the Treasurer, no later than October 1st in the school year in which such consideration shall occur, both proof of qualification for such a contract pursuant to Ohio Revised Code Section 3319.08(B), and a copy of a request in writing for such a contract submitted to the Superintendent contemporaneous with or subsequent to the filing of such proof, provided that the Board may waive condition (b) when it determines that to be appropriate.

3. **Non-renewal of Contract**

Non-renewal of a unit member's limited contract shall be in accordance with the provisions of Ohio Revised Code, Sections 3319.111 and 3319.11, and the provisions of this Section of this Agreement. Failure of the Board to adhere to the following shall result in the unit member receiving the contract provided for in the previous provisions of this Section.

- a. The evaluation provision of this Agreement shall have been adhered to fully and completely.
 - b. The non-renewal of a unit member's contract with seven (7) or more current, continuous years of service in the District shall be for just cause.
 - c. The Association President shall receive written notification from the Superintendent or his/her designee of the intent to non-renew a **unit member's contract on or before April 8th.**
4. The Board shall not be subject to the terms as specified in this Section for members who are granted any leave and whose absence would conflict with the **Board's fulfillment of the requirements stated in this Section.** However, such members will be granted a one-year extended limited contract. The one-year extended limited contract shall be separate and not applicable to the contract sequence specified in Paragraph 1 of this Section. It shall also be exempt for application to continuing contract eligibility in Paragraph 2 of this Section. It also will not be counted towards the seven-year probationary period for just cause.

A unit member returning on an extended limited contract shall be evaluated according to Ohio Revised Code, Section 3319.111. If the **member's contract is renewed, he/she shall be afforded the rights** specified in this Section from the point the member held prior to receiving

the extended limited contract. The unit member shall not be granted any leave during the term of the extended limited contract that would conflict **with the Board's fulfillment of the requirements stated in this Section.**

5. **Discipline Procedure**

- a. No member of the bargaining unit shall be reprimanded or suspended except for just cause.
- b. Supervisors, directors or any other administrator with the authority to discipline will notify an employee that an impending conference is disciplinary in nature or that it may lead to discipline, the reasons for the possible discipline and that the employee has the right to Association representation at such a conference.
- c. If requested, an employee shall be entitled to have an association or OEA representative of his/her choice at any meeting which may lead to or result in disciplinary action against the employee.
- d. Oral reprimands may not be grieved. Written reprimands may only be appealed to Step II, the Superintendent level of the grievance process, for resolution. All other discipline may be appealed as provided in Article IV-A.
- e. **Termination of a bargaining unit member's contract shall follow the procedures in ORC 3319.16.**

ARTICLE IV.

GRIEVANCE PROCEDURE

A. GRIEVANCE PROCEDURE

1. A "grievance" is defined as an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
2. The purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, solutions to grievances. Both the Board and the Association agree that grievance proceedings shall be handled expeditiously and in a confidential manner.
3. "Days" shall mean working days as designated in the school year calendar except legal holidays and calamity days unless specified otherwise and except for summer break when days shall mean days when the administrative offices of the school district are open for business.
4. A "grievant" shall be defined as a unit member or group of unit members or the Association. A grievance alleged by a group shall have arisen out of and be confined to the same circumstances affecting each member of the group.
5. General Provisions
 - a. The written grievance used in the formal levels of this procedure shall state: (a) the specific provision(s) of this Agreement alleged to be violated, misapplied, or misinterpreted; (b) a brief description of the grievance; (c) the relief sought; and (d) the date of submittal.
 - b. A representative of choice may be used by each party at all levels.
 - c. Time limits shall be considered as maximum unless extended by mutual agreement.
 - d. Failure by a grievant to proceed within the specified time limits shall mean the grievance has been resolved by the disposition in the previous level.
 - e. Failure to respond in the time limits shall entitle the grievant to proceed to the next level unless the time limits are extended pursuant to 5.c of this Article.

- f. A grievance may be initiated at Step II when it has been determined by the building principal that the subject is not within his/her realm of responsibility or control.
 - g. Nothing in this procedure shall limit the individual rights of a member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
 - h. Nothing in this procedure shall limit the rights of a member from using other professional or legal rights in resolving a complaint or problem.
 - i. No reprisals shall be made against any party involved in use of this procedure.
 - j. A grievance may be withdrawn at any level without prejudice.
6. Within fifteen (15) days from the date the grievant knew of the event(s) giving rise to an alleged grievance, the grievant shall request an informal meeting with his/her principal for the purpose of attempting to resolve the matter. Failure to act within fifteen (15) days shall preempt the filing of a grievance in the particular case.

7. **Step I**

If the problem is not resolved as a result of the informal discussion, the grievant shall, within ten (10) days after such discussion, submit the grievance on the appropriate form to his/her principal. A meeting shall be mutually arranged between the grievant and the principal within ten (10) days after submittal. Within ten (10) days after the meeting, the principal shall provide the grievant a written disposition on the grievance.

8. **Step II**

If the grievant is not satisfied with the disposition at Step I, he/she may within ten (10) days of receipt of the principal's disposition, submit the grievance form to the Superintendent. A meeting shall be mutually arranged within ten (10) days after submittal. Within ten (10) days after the meeting, the Superintendent shall provide the grievant a written disposition on the grievance.

9. **Step III**

If the grievant is not satisfied with the disposition at Step II, within ten (10) days after the receipt of the Superintendent's disposition, the grievant may submit a request to meet with the Board through the

Superintendent. The Superintendent shall arrange for the grievant to meet with the Board in Executive Session at its next regular meeting to review the alleged grievance. A Board decision relative to the alleged grievance shall be rendered within ten (10) days.

10. **Step IV**

Within ten (10) days after receipt of the Board's disposition, the Association may submit a request to the Superintendent advancing the grievance to binding arbitration. An arbitrator shall be chosen through the American Arbitration Association using its Voluntary Labor Arbitration **Rules. The arbitrator's award shall be final and binding** on all parties.

The cost of the arbitrator and the fees of the American Arbitration Association shall be borne by the losing party. The arbitrator will specify in his/her award which party is the loser. If the loser is not clearly stated or the award involves multiple issues which split the award, the cost shall be equally divided between the Board and Association.

The arbitrator shall have no authority to add to, subtract from, disregard, alter, or modify any terms of this Agreement, nor shall he/she make any decisions contrary to law.

The arbitrator may rule on any alleged violation of the procedures relating to unit member evaluation specifically outlined in this Agreement, but shall not substitute his/her judgment for that of the evaluator. If an alleged grievance is submitted to an arbitrator on which he/she determines that he/she has no authority to rule, it shall be referred back to both parties without decision or recommendation on its merits.

ARTICLE V.

REDUCTION IN FORCE

A. REDUCTION IN FORCE

1. When the Board determines that it will be necessary to reduce the number of teachers because of decreased enrollment, territorial changes affecting the district, return to duty of regular teachers after leave of absence, or financial reasons, a reasonable Reduction In Force (RIF) may be made. A RIF may only occur at the end of a school year.
2. The Superintendent shall notify the Association of the reason for any anticipated staff reductions. The Association President or Co-Presidents will be provided with the following information prior to the Board acting on his/her RIF recommendation:
 - a. The seniority list, which shall include contract status of all bargaining unit members, teaching field, total years of service in the bargaining unit and all areas of certification.

For purposes of reduction in staff, any and all certificated/licensed teachers who are certified/licensed in more than one area of certification/licensure shall be placed on each and every seniority list for which they have proper certification/licensure.
 - b. The Association President or Co-Presidents will also be provided final summative evaluation rating for any until members who will be subject to RIF.
 - c. A list of positions to be reduced.
 - d. The reasons for such reductions.
3. The Superintendent shall recommend which positions shall be affected and which teachers shall be laid off. The Superintendent will use the following order in recommending which teachers are to be laid off:
 - a. The Board may make any reductions in force first through attrition, resignation or on approved leave of absence.
 - b. Limited contract teachers holding temporary certification will be reduced first.
 - c. Fully certificated limited contract teachers will be reduced next, within each area of certification/licensure, beginning with those **teachers with a principal's evaluation rating of "ineffective."**

- d. **Any limited contract teacher with a principal's evaluation rating of "developing" will be reduced next.**
 - e. Continuing contract teachers shall be given preference so that they are the last category of teachers suspended within the certification/licensure area to be reduced.
 - f. For any reduction in force, Accomplished and Skilled teachers and non-OTES evaluated employees shall be considered comparable and the RIF shall be on the basis of seniority and contract status within area of certification/licensure.
 - g. No preference shall be given to any member based on seniority, except when deciding between members who have comparable evaluations.
 - h. In case of a tie, those unit members hired prior to July 1, 2014 will use the date original application received by Personnel Department. Those unit members hired on or after July 1, 2014 will use the date original contract was received by the Personnel Department.
 - i. In event of a tie after review of receipt date as stated in h. above, highest social security number beginning with the number to farthest right and proceeding left until tie is broken where 0 is the lowest and 9 is the highest.
4. A unit member whose contract is suspended as a result of a RIF shall be given written notification, by hand delivery or certified or registered mail, that his/her employment will be suspended and the reasons for such suspension. This notification shall occur prior to April 15, if possible, prior to the year the RIF is to be implemented.
 5. A bargaining unit member whose contract will be suspended will have the right to displace any less senior bargaining unit member whose work he/she is certified/licensed to perform so long as the displacing member possesses a comparable or better evaluation and/or rating than the member being displaced. Whether the teacher has a better or comparable evaluation shall be in the sole discretion of the Superintendent, which cannot be grieved. Within ten (10) calendar days **of the Board's action to implement a RIF**, a bumping meeting, if necessary, shall be held for all affected employees.
 6. RECALL – The following procedures will be used in the recall process:

- a. Any members who were laid off shall have recall rights for a period of twenty-four (24) months from the effective date of the layoff unless:
 - i. **the unit member was RIFed as a result of an "ineffective" principal's rating (such limited contract unit member shall not be eligible for recall);**
 - ii. recall rights are waived in writing by the teacher;
 - iii. a resignation is offered by the teacher, or
 - iv. the teacher fails to accept the position to which he/she has been recalled within ten (10) calendar days of the written notice of recall.
 - b. All unit members whose contracts are suspended as a result of a RIF shall be placed on a recall list stating years of continuous service to the District and subject(s) certified/licensed to teach.
 - c. A unit member on the recall list shall be offered a contract for vacant positions for which he/she is certified/licensed, as positions become available and in keeping with the certification/licensure, and contract status. Such teachers will be recalled in reverse order of layoff if/when there is a vacancy for which the teacher is certificated/licensed to perform the duties of the vacant position.
 - d. A unit member who gains additional certifications/licenses while on the recall list will be credited at the time of submission to the Superintendent.
7. When a vacancy exists, the Board shall send an email and certified letter to the next unit member on the recall list who is certified/licensed for the position, at his/her last known address to advise him/her of such position. **It is the unit member's responsibility to keep the Board informed of his/her email and U.S. mail addresses.** The unit member shall notify the Board within ten (10) calendar days from the date of the letter to indicate availability and desire for such position.
 8. If a position(s) initially abolished is reinstated, this position(s) will be staffed first from the RIF list. Thereafter, voluntary transfers may be made to a position affected by the RIF after the position(s) has been offered to all properly certified/licensed unit members on the RIF list.
 9. No unit members new to the District will be employed until all properly certified/licensed unit members on the RIF list have been offered a contract for the position in accordance with the provisions of this section.

10. No unit member whose contract has been suspended pursuant to this Article shall lose the right to recall by reason having declined recall to a position that is less than full-time or, if the unit member was not employed full-time **just prior to suspension of the member's contract, to a position requiring lesser percentage of full-time employment than the position the unit member last held while employed in the district.**
11. Upon acceptance of the notice to resume active employment status, the unit member shall be entitled to the same contractual status which was held prior to the RIF including but not limited to all rights related to salary, fringe benefits, and seniority shall be fully restored.

B. **VACANCIES AND TRANSFERS**

Posting of Unit Vacancies

If any unit position or non-unit position is created or becomes vacant, procedures for notifying staff shall be as follows:

- a. A position is considered vacant when one of the following events occurs and the Board determines to fill the position:

An employee dies.

An employee resigns.

An employee retires.

An employee is non-renewed.

An employee is terminated.

An employee is transferred.

An employee is promoted.

A new position is created.

An employee's disability leave extends beyond its designated limitations.

As to the middle school and high school, it is understood that unit members may be administratively assigned as to grade levels, courses, and teaching teams prior to determining what building position(s) constitutes a vacancy(ies) within the meaning of this Section.

A vacant position may not be posted if the position must be filled due a reduction in staff at a specific grade level.

Vacant positions shall be filled in accordance with the provisions of this Section and Section C of this Article.

- b. Vacancies will be posted for three (3) work days (for this purpose, days during the summer break on which the central office is open

for business count as “work days”) on the District Web Site with notice of new postings/vacancies through a District-wide email sent to unit members’ school email. A copy of the posting will be placed in the district shared drive.

c. Vacancies which occur during regular school year holidays will be posted in accordance with the provisions of (b) above upon the return of unit members to duty.

d. Notification of vacancies shall include the following:

Position available;
Qualifications and requirements for the job;
Deadline for application;
Effective starting date;
Any additional pertinent information.

2. **Transfers and Reassignments**

a. **Voluntary**

Procedures:

Unit members shall have three (3) work days from the date the notification is posted that a vacancy or vacancies exist to submit interest through the Application Tracking System. However, ten (10) work days before the first student day of the school year through ten (10) work days after the first student day of the school year, the administration will be required to post the vacancy for one (1) day. After this twenty (20) work day period, the three (3) work day posting will resume.

All qualified members that apply for a position will be interviewed. Internal candidates will be interviewed prior to external candidates. Internal and external candidates will be interviewed by committee. The interview committee(s) will determine the best candidate for the position.

If a unit member is not selected for the position he/she will, upon request, receive either a written or oral explanation of the reason from the Superintendent or his/her designee.

b. **Involuntary Transfers**

Unit members involuntarily transferred shall be notified of the transfer at the earliest possible date.

Upon request, unit members involuntarily transferred shall be provided the relevant reasons and need for the transfer either orally or in writing.

Upon request, unit members involuntarily transferred shall have the opportunity to meet with the Superintendent regarding the transfer.

Arrangements for the transfer of school-owned equipment and classroom materials shall be directed by the building principal, and shall not be required of the unit member.

c. **UNIT MEMBER DAY AND YEAR**

1. All unit members shall be assigned an appropriate starting and dismissal time. **The unit member's day shall not exceed seven and one-half (7-1/2) continuous hours, including a duty-free lunch that is equal to the time provided students, but in no case less than an uninterrupted one-half (1/2) hour with the following exceptions:**

a. No more than nine twelve (12) hours will be used in a school year.

i. As part of the twelve (12) hours above, teachers may be asked to attend any school-related function including Open House or other activity as determined by the building principal.

However, principals shall have the rights to schedule staff meetings either before or after the regular student day, not to exceed one hour. These meetings shall count as part of the 12 hours and be in addition to those set aside for planning, inservice education and orientation included within **the unit member's contract year.**

ii. Each building principal and a building advisory committee of teachers will meet by September 30 each year to determine the required events to be held within the 12 hours above.

b. The Superintendent may schedule as many staff meetings as necessary, before or after the regular student day, to deal appropriately with matters deemed to be essential by the Superintendent. Attendance at these meetings shall be voluntary except in cases of emergency.

2. All unit members shall be provided planning and conference time in accordance with the requirements of the State Board of Education Minimum Standards. Unit members shall be entitled to a minimum of 200 minutes planning time each week and will receive a thirty (30) minute block of planning time each day. Travel time shall not be considered a part of the assigned planning/conference time. The remaining time will be accumulated throughout the week including minutes before and after student contact time. Planning and Conference time shall be used only for parent conferences, professional study, lesson preparation and/or other activities necessary for carrying out the duties of the position. No unit member shall be required to supervise or teach any class during their conference or planning time without compensation in accordance with Section I of Article V. However, the following procedures will be followed in order to assure equity among bargaining unit members who substitute:
 - a. For purposes of covering classes when a unit member is absent and no substitute is available, teachers will be placed on a rotation with other teachers who have the same planning period. When approached to substitute, an individual teacher may decline the offer without retribution, if he/she requires the use of that time for personal planning on the day requested. A teacher who uses his/her planning period to substitute or is covering more than his/her assigned class will be compensated according to the amount established in accordance with Section I of Article V.
 - b. If no teacher agrees to use his/her planning period to substitute, then the principal may require a bargaining unit member cover classes of an absent teacher, it shall be done on an equitable basis.
3. The regular contractual year for unit members shall consist of a maximum of 186 days for returning unit members and 188 days for new unit members as outlined below. All unit members shall be compensated for a per diem work day (in addition to 186 and 188) according to their daily salary schedule in effect for that school year during their second pay in May.

- 186 Total Days for Returning Unit Members
- 188 Total Days for New Unit Members
- 2 Teacher work days at the beginning of the school year (one day for staff development and one day for individual teacher planning)
- 1 Teacher work day at the end of the school year.
- 2 Parent/Conference days/Student Discovery days (Four [4] evenings)
- 3 Three (3) professional development days which will consist of staff development
- 1 Records day between semesters
- 2 Two days for New Unit member orientation

This per diem day will be used for completing required mandates or training by the State of Ohio that do not align with the federal definition of High Quality Professional Development. Such mandated trainings include but are not limited to blood borne pathogens, child abuse, violence prevention, bullying, hazardous communications, substance abuse and positive youth development. If all such trainings are completed, the teacher may use this day for professional reasons determined by the teacher. This day will not be a day used by the administration for meetings or professional development.

The date and time for completing the required training may be determined by the teacher. The day can be split into parts, so long as the **parties total a full day's time as identified in Article III Section E, Subsection 1** above.

A teacher record day shall occur at the end of the first semester. The record day will be used for data collection and analysis, as well as updating and monitoring student records. The record day shall not be used by the administration for meetings or professional development.

- 4. Unit members may be absent, with pay, while on an approved leave granted in accordance with the terms and conditions of the provisions of this Agreement.
- 5. The Association, working collaboratively with the superintendent, will submit a school calendar to the Board of Education no later than the regularly scheduled October Board meeting each year. The Board may adopt or reject this proposal. If the Board rejects, it shall notify the Association and indicate why the calendar was unacceptable. **The Association may submit a second calendar for the Board's consideration** provided such recommendation is received by the Board prior to the next regularly scheduled Board meeting. If the second recommended calendar

is also rejected, the Board may proceed to adopt a calendar of its own choice no earlier than the regular scheduled Board meeting in January. No changes shall be made in the school calendar after it has been adopted by the Board of Education without at least ten (10) days notification in writing to the Association. The Association shall have an opportunity to present to the Board of Education its suggestions regarding any changes before changes are adopted. No less than three (3) days will be built into the school calendar when school is closed for inclement weather and/or other emergencies. Members will not be required to make up at least the first three (3) days.

After these three (3) days members will report at the two-hour delay time or may exercise the following options:

- a. Use of personal day
- b. Unit member will contact their administrator to coordinate a make up day after the last teacher work day and before June 30 of that calendar year
- c. Unpaid leave deduction

***Beyond day three (3), at the superintendent's discretion, in cases of inclement weather and/or other emergencies, the staff may not be required to report.**

6. District sponsored professional development shall meet the guidelines of **federally defined "Highly Quality Professional Development" and meetings** shall be designed with unit member input and may provide for individual or group work. If possible, contact hours may be provided. Unit members shall attend any inservice program designed by the Board to comply with mandated training.
 - a. All unit members are expected to attend district sponsored professional development.
 - b. Unit members who are absent on district sponsored professional development may be required to make up the time via a plan agreed upon with the Superintendent/or designee.

As a means of supplying adequate time for professional development, professional development days will be provided by the district.

D. **WORKING CONDITIONS**

1. **Teaching Environment**

- a. All unit members shall supervise students in the classroom and/or learning centers on a regular basis during instructional time. The Board will provide qualified educational assistants to assist the unit member if it is specified in the student's IEP. Assignment to the routine supervision of students, i.e., arrival, dismissal, playground, lunchroom, and other non-instructional time, shall be made in an equitable manner for unit members.
- b. All unit members shall maintain lesson plans that meet the requirements of the State Department of Education Minimum Standards, if required by their assignment. Unit members shall be solely responsible for developing lesson plans that meet their individual needs and those of the classes and students they teach. Lesson plans shall be submitted to the building principal, upon request. The building principal or supervisor shall have the authority and responsibility to check unit member lesson plans.
- c. No unit member shall be required to perform job duties normally performed by the school nurse. However, unit members may be required, after adequate training, to provide accommodations for or assistance to students in accordance with students' IEP's, 504 Plans, and in emergency situations. If a unit member has concerns regarding his/her responsibilities, he/she may seek assistance from the principal and/or designee. Also, unit members shall be required to complete any required paperwork in this area and will pass out medication in special circumstances such as field trips.
- d. All teachers of record shall use district provided on-line grading programs.

2. **Facilities**

- a. Separate work areas and restroom facilities will be provided for unit members to the degree possible. Any future major building remodeling or renovation shall include such separate facilities.
- b. Members will be provided:
 - A desk, storage space, and files for maintaining records and related materials.
 - Individual mailboxes.
- c. Supplies and materials in accordance with fiscal constraints and departmental needs based upon member recommendations with approval by the Administration and/or Board.

- d. A telephone will be made available in each lounge for local telephone calls.

3. **Class Size**

The Board agrees to make every effort to maintain class sizes in accordance with the requirements of the State Board of Education Minimum Standards, Section 3317 of the Ohio Revised Code (State Foundation Program Requirements). Class size target goal will be twenty-six (26) students at the elementary buildings and one hundred-eighty (180) pupils per day assigned for classroom instruction at the middle school and high school. Study halls, music groups, band, and other similar large group programs are excluded.

If the class size exceeds the target goal, the affected teachers may notify the principal and superintendent and will discuss the alternatives in assisting the teacher(s).

All unit members with inclusion students shall receive professional development training to meet the needs of students with disabilities. Inclusion is an expectation of educating students with disabilities **consistent with a student's IEP in general education classes.**

The administration will make every effort that no more than 35% of students assigned to any general or co-taught class, kindergarten through 5th grade will be comprised of students on 504 or IEPs (not including students on IEPs for speech only). During the school year this percentage can be exceeded due to a change brought about by one (1) student. Administration will strive to make classroom assignments and develop schedules which are in full compliance with the provision of this article. However, should overages occur, the unit member will notify the building administrator to determine if a change can be made to rectify the situation. At such time if it is determined that the percentage cannot be reduced, the teacher whose class size exceeds 35% will be paid \$25 per day. The teacher, building administrator and superintendent/designee will meet to develop a plan for payment. Payment will be made at the end of the trimester. If at any time the percentage falls below 35%, the teacher will no longer receive additional compensation.

4. **Least Restrictive Environment**

Individual Education Program (IEP) and 504 Plan Team

- a. Employees, as determined by the administrative staff, whose duties would be materially impacted by an IEP or 504 Plan shall be invited

to attend and participate at the respective development and review meetings.

- b. Every reasonable effort will be made to conduct IEP meetings after the teacher work day. However, if the need arises to conduct IEP **and 504 meetings during the teacher's work day, meetings will be** scheduled at a mutually agreed time. Unit members attending IEP and 504 meetings after school shall be paid the hourly rate. Every reasonable effort will be made so that employees are not deprived of instructional planning time to participate in development and review meetings.

5. **Board Forms**

Forms used by teachers will be available on the district web site or other Board adopted provider to all staff members at the beginning of each school year. This includes class coverage form, grievance form, personnel form and planning time form, which are considered attached to the **parties' agreement as addendums. Any updated or newly developed** form(s) will be posted on the web site or on other Board adopted provider in a timely manner.

6. **School Discipline Procedure**

- a. The Board is responsible for adopting a code of student conduct.
- b. The rules and regulations governing discipline and procedures for student control shall be enforced in a consistent manner by the Administration and unit members. If requested by the unit member affected, the administrator who makes a disciplinary decision will promptly confer with the employee and explain the basis for the decision.
- c. Teachers are responsible for classroom management.

E. **JOB SHARING**

Job sharing may be allowed in accordance with the following terms:

1. Only two (2) unit members shall be allowed to share the same position. To be eligible, a unit member must have served at least three (3) years in the district.
2. Those unit members interested in job sharing must notify the building principal, in writing, by March 15 of the preceding school year of their

interest. The principal will then discuss the matter with the affected teachers and the District Superintendent.

3. Each proposed case will be individually assessed in light of the best interests of the students affected. If a particular job sharing arrangement is approved by the Superintendent, the affected unit member will be paid at half his/her regular salary.

The unit members shall advance one (1) step on the salary schedule for any year in which the unit member works 120 days. If a unit member is absent on a particular work day, it is understood that the other unit member shall make a good faith effort to cover for the absent unit member; otherwise, the normal substitute procedure shall apply. Each participant shall be eligible for single coverage on insurance fringe benefits under Article V, Section A of this Agreement, with the option of purchasing by payroll deduction family coverage for the cost of such **family coverage less the Board's contribution toward single coverage.** Each affected unit member shall advance one (1) year on the seniority list for every year of service under a job sharing arrangement.

4. An approved job sharing arrangement shall continue for the remainder of **the school year unless terminated by the Board or with the Board's assent.** The Board shall not terminate an approved job sharing arrangement arbitrarily or capriciously. Before the Board acts to terminate the arrangement, the Superintendent shall inform the Association in writing.

The arrangement will not continue into the subsequent school year unless specifically approved in accordance with Paragraph 3 above.

If an arrangement terminates, the senior participant will be offered the full-time position, and the junior participant may apply for any available vacancy for which the person is qualified, or, if not thus accommodated, be laid off under Article III, Section C of this Agreement.

5. Denial of a job sharing arrangement is not grievable.

F. **RESIDENT EDUCATOR PROGRAM**

1. The Program Coordinator will administer the Resident Educator Program as prescribed by the Ohio Department of Education.
2. The Board will provide training for mentors at no cost to the mentor. Mentors must complete Instructional Mentoring (IM) and Resident Educator-1 (RE-1) training. A certified mentor will be assigned to a Resident Educator for each year of their residency. The mentor shall be paid \$200.00.

3. No mentor shall participate in the job performance evaluation of a Resident Educator unit member. The Resident Educator Program does not replace or supersede job performance evaluations under the terms of this Agreement. No adverse employment decision will be made by reason of a **unit member's failure to complete the Resident Educator Program.**
4. All Resident Educator Program records, including mentor comments and assessments, are to be kept confidential except as otherwise required by law. Mentors shall discuss resident educator unit member performance only as it directly relates to the program.
5. All new unit members holding a valid resident educator license or alternative resident educator license of any type, or a one-year out of state educator license shall participate in the Ohio Resident Educator (RE) Program. In addition, to be eligible for participation, the unit member must:
 - a. Teach at least two classes or .25 FTE in their area of licensure or in the area in which the teacher holds a supplemental teaching license;
 - b. Be responsible for planning and delivering standards-based, preK-12 curriculum to students and evaluating their progress;
 - c. Work 120 days as defined by Ohio Revised Code; and
 - d. Be assigned an ODE-certified, trained mentor by the District.

ARTICLE VI. **EVALUATION**

A. PURPOSE

The purposes of teacher evaluation are:

1. To serve as a tool to advance the professional learning and practice of teachers individually and collectively in a school district.
2. To inform instruction.
3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and growth.

B. APPLICATION

1. The teacher evaluation procedure contained in this agreement applies to the following employees of the district:
 - a. Teachers working under a license issued 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 student instruction.
 - b. Teachers working under a permanent certificate issued under Section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing student instruction.
 - c. Teachers working under a permanent certificate issued under Section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing student instruction.
 - d. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least fifty percent (50%) of their time providing student instruction.
2. The evaluation of other bargaining unit members with less than six students will not consist of growth data and 100% of their evaluation will be comprised of their evaluation matrix unless data is available for the previous year.

3. Teachers who receive an overall summative rating of accomplished with above or expected growth data will be evaluated every three (3) years. On non-evaluative years, one (1) formal observation shall occur of at least thirty consecutive (30) minutes. The teacher and principal shall meet within ten (10) days to discuss the formal observation.
4. Teachers who receive an overall summative rating of skilled with above or expected growth data will be evaluated every two (2) years. On non-evaluative years, one (1) formal observation shall occur of at least thirty consecutive (30) minutes. The teacher and principal shall meet within ten (10) days to discuss the formal observation.
5. Teachers who receive an overall summative rating of:
 - a. Ineffective, will be evaluated the following year.
 - b. Developing, will be evaluated the following year.
 - c. Any teacher with below expected growth, will be evaluated the following year regardless of their rating.
6. Teachers who provide a letter of intent to retire and are approved by the Board of Education by December 1st will not be evaluated during that school year.
7. Teachers who have been on approved leave for fifty percent (50%) of the work days in a year may choose to not be evaluated.
8. If Ohio Revised Code changes the frequency of required evaluations and/or observations to less than the current amount, then the school year following the effective date of change, the district will convert to the minimum amount of evaluations and/or evaluations as required. An administrator may choose to conduct more observations than required.

C. **EVALUATION COMMITTEE**

1. This committee will assess and review the many facets of Student Growth Measures (SGM's) and oversee professional development on SGM's. The Committee shall be comprised of maximum of nine (9) Association members with a minimum of two (2) per level - Elementary (K-2), Elementary (3-5) Middle School (6-8) and High school (9-12) mutually agreed upon by the Association President or Co-Presidents and Superintendent or his/her designee and a maximum of five (5) administrator members.
2. The committee will be co-chaired by one (1) Association member and one (1) administration member. The meeting agenda will be set jointly by the co-chairs.

3. The committee shall develop the ground rules by which the committee shall operate.
4. **The review of SLO's will be conducted at the building level by the Building Level Team.**

D. **STUDENT LEARNING OBJECTIVES (SLO'S)**

1. Teachers who do not have value added data or vendor approved data will create at least one (1) SLO.
2. The SLOs will be based on content standards.
3. An entire class roster must be used as the group for an SLO. No students may be excluded from the data, and if a student leaves the class period but is still a student of the teacher in the same course, their data will be included.
4. Students who are absent from class for forty-five (45) days or more of the defined interval of instruction will not be included in the data.
5. All SLO's must be submitted by October 10th and will be approved no later than the Tuesday prior to Thanksgiving Break.
6. A teacher must revise his or her SLO's as required and follow the due dates for revisions created each year. This is a collaborative process between the teacher and the administration.
7. Upon completion of the post-assessment, the teacher will supply the data to the teacher's evaluator.
8. The SLO's will be fifty percent (50%) of the evaluation.

E. **CRITERIA FOR ASSESSING TEACHER PERFORMANCE**

1. A teacher's performance shall be assessed based on the Department of Education 600 Point Evaluation formula for teaching and the criteria set forth in the evaluation instrument to this Negotiated Agreement.
2. All results and conclusions of an assessment of a teacher's performance shall be documented and supported by evidence, defined by the OTES process.
3. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

F. **OBSERVATIONS DURING AN EVALUATION YEAR**

1. Schedule of Observations
 - a. A minimum of two (2) formal observations shall be conducted, the first at a mutually agreed upon time. There shall be at least one (1) work week between formal observations. The first observation will occur prior to the end of first semester and the second occurring prior to April 30th, unless mutually agreed upon between the teacher and evaluator. The observation shall not occur the day prior to the following: Thanksgiving, Christmas, Spring break, or when the employee has had an approved extended absence, including but not limited to maternity/paternity/adoption leave, unless mutually agreed upon.
 - i. In addition, the evaluator will indicate a teacher performance rating based on the combination of each observation/walkthrough sequence to provide the teacher with timely feedback on his/her performance.

G. **OBSERVATION CONFERENCE**

1. All scheduled observations during the school year shall be preceded by a conference between the evaluator and the teacher prior to the observation, unless waived. At this meeting, the teacher and administrator will discuss the content of the pre-observation form and the teacher shall be given the opportunity to provide evidence for the standards.
2. A post-observation conference shall take place within ten (10) working days following the formal observation, unless mutually agreed upon or extenuating circumstances. Teachers shall be given the opportunity to provide evidence for the standards. At the post-observation conference teachers shall be provided one (1) area of reinforcement and one (1) area of refinement and an initial overall rating for that observation.
3. A teacher may request all paperwork, including any notes of the classroom observation within ten (10) days of the post-conference for each observation.
4. A teacher shall have ten (10) days to provide additional evidence for the current observation after being given the paperwork following the post-observation conference.
5. A teacher shall have ten (10) days to provide additional evidence for the current evaluation cycle after receiving the final summative rating of teacher performance paperwork.

6. A teacher may submit a written rebuttal if in disagreement with their performance rating. The rebuttal shall be submitted to the assistant superintendent within (10) days of receiving the rating. The assistant superintendent will review and respond to the rebuttal within (10) days of receipt. **The rebuttal will be placed in teacher's personnel file.**

H. **WALKTHROUGHS**

1. A walkthrough is a formative assessment that focuses on one (1) or no more than two (2) of the standards and/or areas of refinement.
2. The walkthrough shall consist of not more than fifteen (15) consecutive minutes in duration.
3. The teacher shall be provided feedback through eTPES no later than two (2) work days following the walkthrough and the evidence will be shared at the post conference.
4. Walkthroughs shall not unnecessarily disrupt and/or interrupt the classroom learning environment.

I. **EVALUATORS**

The person who is responsible for assessing a teacher's performance shall be:

1. **The teacher's building** administrator or superintendent/designee.
2. In the event a teacher performs work under the supervision of more than a single building administrator, one building administrator shall be designated as the evaluating administrator.
3. **In assessing a teacher's performance**, evaluators will not violate ORC **4112.02 and/or Association's membership or activism.**
4. The evaluator will be certified before beginning an evaluation as required by the state. Every attempt will be made to rotate evaluators every three years.
5. The evaluator shall not be a bargaining unit member.
6. The evaluator shall be licensed and re-credentialed before beginning an evaluation.

J. **ORIENTATION OF TEACHERS DURING AN EVALUATION YEAR**

1. Not later than September 15th, each teacher shall be notified in writing of the intent to evaluate and the name and position of his/her evaluator.
2. The evaluator assigned to a teacher at the beginning of a school year shall be the only evaluator for that teacher for all aspects of the evaluation procedure, unless:
 - a. An unforeseen emergency arises, and a new evaluator must be chosen, with the mutual agreement of the Association President or Co-Presidents and the Superintendent.
3. A teacher newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.
4. In the event a bargaining unit member has a conflict or in disagreement with the evaluator who conducted his/her most recent evaluation cycle, the bargaining unit member may request a different evaluator. The process will be:
 - a. Unit member will contact CWEA
 - b. CWEA will contact building administrator
 - c. If not resolved at building level, CWEA will contact Assistant Superintendent.
 - d. If not resolved with Assistant Superintendent, it will be addressed at Issues Council

K. **SCHEDULE OF EVALUATION**

1. For those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal must have at least three (3) formal observations and be conducted annually by May 1. See Master Agreement Article III: Unit Member Conditions #3 Non-Renewal of Contract.
2. The evaluation cycle shall be completed no later than May 1, and the teacher being evaluated shall receive results of said evaluation cycle through eTPES, including the determined final summative rating of teacher effectiveness by May 10.
3. No teacher shall be evaluated more than once annually.

L. **FINALIZATION OF EVALUATION**

1. At the completion the evaluation cycle, and no later than May 10th, a conference may be held between the teacher and the evaluator to enter the final summative rating of teacher effectiveness.
2. The following will be placed in member permanent files: Final Summative Rating of Teacher Effectiveness from eTPES, professional growth plan OR improvement plan.
3. The bargaining member can attach additional information to their final summative rating of teacher effectiveness.
4. The Principal or Superintendent shall make a final recommendation for the purpose of contract renewal as required by ORC.

M. **PROFESSIONAL GROWTH PLANS**

Will be completed annually for the following teachers:

1. Teachers who receive a final summative rating of teacher effectiveness as accomplished and teachers who receive a final summative rating of teacher effectiveness as skilled or developing who have expected or above expected growth will complete professional growth plans including during years they are not evaluated. Professional growth plans will be due to the evaluator by September 15 of the following school year.

N. **IMPROVEMENT PLANS**

Improvement Plan:

1. Teachers will be placed on an Improvement plan in the following circumstances
 - Receive a final summative rating of teacher effectiveness of ineffective
2. Teachers may be placed on an Improvement plan in the following circumstances
 - when data is below expected growth.
3. A teacher on an improvement plan may request the assistance of an instructional coach. All instructional coaches shall be unit members and not administrators.
4. Improvement Plans will be submitted to building principal one week prior to the first teacher work day and finalized within the first full student week.

O. **INSTRUCTIONAL COACHES**

1. The instructional coach shall not have a formal evaluation role.
2. The coach's role is to support the growth of the educator through formative tools and practices.
3. An instructional coach shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and their activities are not part of the evaluation process.
4. No instructional coach shall be requested or directed to divulge information from the written documentation or confidential instructional coach/mentee discussions.
5. All interaction, written or oral, between the instructional coach and the teacher shall be regarded as confidential.

P. **STATUTE CHANGES**

1. Except as otherwise indicated in this Article, in the event legislative action by the Ohio General Assembly occurs at or after this Negotiated Agreement becomes effective, that impacts teacher evaluations, and that requires modification to this Negotiated Agreement to conform to the new statute, the parties to this Negotiated Agreement shall meet and discuss this topic to determine whether adjustments are appropriate during the term of this Negotiated Agreement.

Q. **DEFINITIONS**

1. **Day**

As used in this Article, days means days when school is in session unless the teacher or administrator is absent during that observation or evaluation timeframe. If the teacher or administrator is absent the timeline will be extended by the number of days absent.

2. **Electronic Teacher and Principal Evaluation System (eTPES)**

The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings.

3. **Evaluation Cycle**

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

4. **Evaluation Factors**

The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted according to state minimum, are student growth measures and teacher performance.

5. **Evaluation Instrument**

The forms used by the teacher's evaluator. The forms are located in Appendix D to this Negotiated Agreement.

6. **Evaluation Procedure**

The procedural requirements set forth in this Negotiated Agreement to provide specificity to the statutory obligations established under Sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under Section 3319.112 of the Ohio Revised Code.

7. **Final Summative Rating of Teacher Effectiveness Evaluation Rating**

The final summative evaluation rating that is assigned to a teacher is based on the evaluation conducted pursuant to the terms of this Negotiation Agreement. The summative evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures. Each completed evaluation will result in the assignment of one of the following evaluation ratings to the teacher: Accomplished, Skilled, Developing, or Ineffective.

8. **Ohio Teacher Evaluation System (OTES)**

The teacher evaluation system that is codified under Sections 3319.111 and 3319.112 of the Ohio Revised Code.

9. **Student Growth Measure (SGM)**

A unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).

10. **Student Learning Objective (SLO)**

A measurable academic growth target that a teacher sets at the beginning of the course/term for all students achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

11. **Teacher of Record**

Teacher records attendance of the student and grades are taken regularly.

12. **Teacher Performance**

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

13. **Reinforcement**

Areas of success.

14. **Refinement**

Areas needing further support

15. **Instruction Coach**

Unit member who works collaboratively supports a member in their practice and their activities are not part of the evaluation process.

16. **Student Growth Measures – Teacher Categories**

A1 Teacher instructs Value-Added subjects exclusively

A2 Teacher instructs Value-Added courses, but not exclusively

B Approved vendor assessments teacher-level data available

C No teacher-value Value-Added or approved vendor assessment data Available

R. **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

1. The Association shall be a full partner with the Board as it related to the local Professional Development Committee (LPDS). The LPDS's role is to establish the structure of the committee to enable it to oversee, review

and approve all professional development plans as required in ORC **3319.22 and the State Board of Education's rules and regulations.**

2. The committee shall be comprised of seven (7) members as follows:
 - One teacher from each building (Indian Trail, Winchester Trail, Middle School, High School)
 - Three (3) representatives of the Administration.
3. The Association President shall appoint the four (4) teachers with the concurrence of the Association executive committee. The Superintendent with the approval of the Board shall appoint the three (3) representatives of the Administration.
4. Whenever evaluating teacher professional development plans, the building LPDC representative will review the teacher individual professional development plan (IPDP). Upon approval, the IPDP will be sent to the LPDC chairperson. Upon approval of the chairperson, the LPDC committee will provide final approval. If at any time the IPDP is not approved and upon request, the building LPDC representative will meet with the unit member to discuss reasons why the IPDP was not approved.

S. **APPEALS PROCESS**

1. **Within thirty (30) calendar days following the LPCS's notification of rejection of the educator's plan, an appeal should be filed with the chairperson of the LPDC in person to discuss the Individual Professional Development Plan (IPDP) and to present his/her case at the next regularly scheduled LPDC meeting.** This discussion will also serve to help the educator gain an understanding of the perspective of the LPDC. The decision will be rendered within five (5) work days.
2. If an educator is not satisfied with the decision of the LPCD from Step 1, a formal appeal may be made to the Appeals Board within thirty (30) calendar days. The Appeals Board will meet within ten (10) work days following the submission of the appeal to the Assistant Superintendent to be forwarded to the chairperson of the LPDC. The decision will be rendered within five (5) work days.

T. **LOCAL PROFESSIONAL DEVELOPMENT APPEALS BOARD**

1. Whenever a teacher is appealing the decision of the LPDC, the Appeals Board will consist of three (3) non-LPDC unit members appointed by the Association and two (2) non-LPDC administrators appointed by the Superintendent.
2. Whenever an administrator is appealing the decision of the LPDC, the Appeals Board will consist of three (3) non-LPDC administrators chosen by the Superintendent and two (2) non-LPDC bargaining unit members appointed by the Association. In the case of the Superintendent, Assistant Superintendent will appoint the administrative members.
3. **The Board will hear or read an appeal. The Board's decision on the appeal will be made based on the IPDP criteria.**

ARTICLE VII. LEAVES

A. ATTENDANCE AT PROFESSIONAL MEETINGS

Attendance at professional meetings and workshops is permitted; approved visitations are also included in this Section. Unit members will receive compensation and expenses for days on which he/she is excused to engage in these specified activities. *(see below)

If a substitute is required during the unit member's absence, the Board will provide and pay the substitute. Approval of requests for absences from regular duties requiring a substitute and/or payment of such substitute and expenses incurred may be granted by the Superintendent.

*The request form must include a breakdown of expenses likely to be incurred. The Board will be obligated to pay only those expenses within limitations as may be established and approved by the Superintendent or Board in advance.

B. ASSOCIATION LEAVE

The Association shall be granted a maximum of twenty (20) days annually for Association leave purposes. Unit members requested by the Association to take leave shall notify their building principal at least three (3) days prior to the date of such leave. No unit member may use more than five (5) days each year. The Association shall pay all expenses attendant to Association leave. The Board will pay the unit member's salary. The Board will provide a substitute for five (5) Association days. The Association will pay for substitutes the remaining fifteen (15) days.

During negotiation years, the Board will be responsible for substitute pay for up to ten (10) days.

C. COURT LEAVE

The Board shall grant a full pay when a unit member is subpoenaed or summoned for any court or jury duty by the United States, the State of Ohio, or a political subdivision, provided that the unit member is not a plaintiff where the Board is the adverse party.

D. UNPAID LEAVES

1. Short Term Unpaid Leaves

Upon approval of the Superintendent at least five (5) days prior to the date of the leave, a unit member may be granted an unpaid leave of

absence not to exceed five (5) consecutive working days for personal reasons. In order to be eligible for this leave, the unit member must not have any accumulated and unused personal leave. The short term unpaid leave shall not be granted more than once per contract year except in unusual circumstances as determined by the Superintendent. An unpaid day may be taken without exhausting personal leave and without prior approval only when school is closed for inclement weather and/or other emergency.

2. **Extended Unpaid Leaves**

The Board may permit unit members to take unpaid leaves of absence of one (1) year. A written request will be submitted to the local Superintendent and the Association President. The Superintendent may make a recommendation to the Board regarding a members request. Thereafter, the Board in its discretion may permit unit members to take unpaid leaves of absence of one (1) year.

Qualifiers:

- a. There will be a three (3) year period of employment before leave is permitted.
- b. Leaves that involve full-time gainful employment may be granted only under exceptional circumstances.
- c. The unit member while on leave may maintain group insurance fringe benefits under the provisions in Section D, Paragraph 3 of this Article.
- d. All leave requests shall be submitted in writing before July 10, except in emergency situations.
- e. The unit member shall notify the Superintendent on or before April 1 of each school year to indicate if he/she is going to return from the leave for the next school year. On or before March 15, the Superintendent shall send a certified or registered letter to each unit member who has thus far failed to render such notification advising him/her to do so by April 1. Failure of the unit member to so notify the Superintendent will result in his/her automatically resigning from the District.

3. **Unpaid Medical Leave**

A unit member who becomes medically disabled and who has exhausted his/her sick leave or who elects not to use his/her sick leave may request

and shall be granted unpaid medical leave. A unit member's application for unpaid medical leave shall be accompanied by a physician's statement describing the nature of the medical disability, its expected duration, and the period of time the unit member should be relieved of his/her duties. This leave shall not exceed two (2) consecutive school years.

The unit member while on leave shall have the right to pay the total premium for group life, hospitalization, and other group insurance benefits, provided payment is acceptable to the insurance carriers. All payments shall be made on or before the date established by the Board Treasurer.

4. **Family and Medical Leave Act of 1993**

The Board and the Association shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993, provided that, except as otherwise required by that Act, any leave thereunder, in conjunction with any leave set forth herein, shall not exceed a maximum of twelve (12) weeks.

E. **PERSONAL LEAVE**

Three (3) unrestricted days will be granted to each unit member yearly to be used as the unit member wishes, provided the unit member was a member of the bargaining unit prior to the first day of the second semester. Unit members who enter the bargaining unit on or after the first day of the second semester will be granted one and one-half (1-1/2) days of unrestricted personal leave for that school year.

Unit members in a school year may carry over one (1) day to the following school year. In no circumstance may more than four (4) personal days be accumulated or used in any given school year. Any balance of personal days in excess of one (1) day at the end of the school year will be converted to the unit member's sick leave balance or be paid to the unit member at the rate of \$125.00 per day. Notification in writing to the Payroll Department must be received by May 1st if the unit member chooses payment instead of conversion to sick leave.

Personal leave may not be used during the first five (5) student days, the last ten (10) student days of each school year, as well as on any Professional Development day except at the discretion of the Superintendent/designee.

Except at the discretion of the Superintendent, no more than four (4) unit members in each building shall be on personal leave on any given day. Personal leave shall be granted on a first-come, first-serve basis within each building.

F. **CHILD CARE LEAVE**

A unit member may be granted leave in accordance with the following conditions:

1. **Sick leave for maternity purposes:**

The period of approved sick leave for maternity purposes shall be determined by the attending physician. The determination shall be transmitted in writing to the Superintendent.

2. **Maternity leave without pay:**

a. A request for maternity leave shall be filed with the Superintendent at least thirty (30) days prior to the effective date of leave. The request shall state the beginning and the ending date of such leave.

b. Maternity leave shall not continue longer than one (1) full semester beyond the semester during which the leave began.

3. Members granted unpaid Maternity Leave may maintain group insurance fringe benefits under the provisions in Section D, Paragraph 3 of this Article.

4. **Paternity**

For purposes of this Section, maternity shall also include paternity and shall be applied equally and in a nondiscriminatory manner on the basis of sex.

5. **Adoption**

A unit member adopting a child (defined as a child not required to be enrolled in school under Ohio compulsory education law) will be entitled, upon request, to utilize up to four weeks of his/her accumulated sick leave at any time during the first year after receiving defacto custody of the child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

The unit member shall provide written notice to the Superintendent of his/her intent to adopt at the time of application with the adoption agency. A request for adoption leave shall be filed with the Superintendent at the earliest possible date prior to the effective date of leave. The request shall state the beginning and the ending date of such

leave. Adoption leave shall not continue longer than one (1) full semester beyond the semester during which the leave began.

G. **SICK LEAVE**

Unit members will be granted sick leave according to Ohio Revised Code, Section 3319.141 and the provisions of this Section.

Unit members shall earn sick leave credit at the rate of one and one-fourth (1 1/4) days per month and shall continue to accrue sick leave while providing services under contract with the Board. A unit member will be able to accumulate a maximum of two hundred fifty (250) sick days.

One part-time day equals one full-time day when moving from part-time to full time. One full-time day equals one part-time day when moving from full-time to part-time.

A unit member newly employed by the Board will be credited for unused sick leave accumulated in other public or parochial school employment up to one hundred twenty (120) days. The newly employed unit member shall be required to request and submit the proper certification to the school district Treasurer in order to receive credit.

A unit member newly employed shall be credited five (5) days sick leave; however, maximum annual accumulation shall be fifteen (15) days.

Unit members may use sick leave for the following reasons, limited to the total accumulation of unused sick leave:

1. Personal illness or injury or illness or injury of a spouse or minor child.
2. Pregnancy-sick leave for reasons of pregnancy shall be authorized in accordance with the requirements in Section F of this Article.
3. Exposure to contagious disease.
4. Illness or death in the immediate family.

Unit members may use sick leave for absences due to immediate family which **means: unit member's spouse, children, parents**, legal guardian, foster child, brother, sister, and members of the immediate household for purposes of illness or injury in the immediate family. For purposes of **death in the immediate family: grandparents, grandchildren, a spouse's** parents, brothers, or sisters may be included. In addition, upon advance approval of the Superintendent, sick leave may be used for the death of

another person who has established a similar relationship to the unit member.

At the discretion of the Superintendent, one (1) day of sick leave may be granted to attend the funeral of a close friend.

5. Doctor or dental appointments (specialists)

In the case of doctor or dental appointments, or specialists, prior agreement should be made with the building principal.

H. **CATASTROPHIC SICK LEAVE BANK**

When a unit member suffers a catastrophic illness or injury and has exhausted all sick leave and personal leave, he/she may request through the Issues Council additional days that may be transferred from other unit members at a maximum of twenty (20) days per request and a maximum of forty (40) days per school year. The Issues Council shall administer this program in an equitable manner and in no case shall this plan prevent or prolong a unit member's applying for or being granted a disability retirement. **The Issues Council shall notify Board's Treasurer, in writing, of the number of days to be deducted, from whom, and the person receiving the transferred days.** Included in the notice shall be a signed statement by each unit member donating day(s) authorizing the Board Treasurer to implement the transfer.

The Issues Council will vote by secret ballot and when four (4) members agree, and then such transfer may take place.

I. **ASSAULT LEAVE**

"Assault" means the causing of physical harm to an employee by any person.

Any employee who is absent due to physical injuries resulting from an assault **received in the course of, and arising out of such employee's employment, may** (in accordance with Ohio Revised Code, Section 3319.143) use assault leave in lieu of sick leave subject only to the limitations prescribed in this section:

- a. **The employee's conduct was within the bounds of generally accepted standards of professional conduct;**
- b. The building, or other appropriate administrator, was notified of the incident as soon as possible following its occurrence;
- c. The employee reports the incident to law enforcement officials;

- d. The employee submits to the Superintendent a form prescribed by the Board justifying the use of assault leave;
- e. The employee provides a **physician's statement describing the nature and duration of the physical disability resulting from the assault and the necessity of absence from regular employment.**

The total number of days of paid leave provided under this section shall not exceed thirty (30).

ARTICLE VIII. FINANCIAL

A. INSURANCE COVERAGE

1. All coverages will remain equal to or greater than those currently in effect for the life of this Agreement. The Board has the right to change carriers but in no case may the Board reduce benefits or services unless recommended by the Issues Council and approved by both negotiation committees. The Insurance Committee will continue to work on insurance plan design changes and will make a recommendation to the Issues Council during the 2020-21 school year to be ready for negotiations for a successor agreement.
2. Premiums for life insurance, dental, and vision are to be paid by the Board at the percentages stated below for the duration of this Agreement unless altered as indicated in the last sentence of the above paragraph.
3. Premiums for HMO and medical coverage are to be paid at 90% percent for single plans and 75% for family plans for the duration of this Agreement period unless altered as indicated in the last sentence of the first paragraph.
4. At no time shall the amount paid by the Board for individuals exceed that paid for family coverage, or should the amount paid by the Board for the HMO coverage ever exceed that paid for traditional medical coverage.
5. The Board will provide the Association with a copy of the complete insurance contract between the carrier, the administrative services and the Board in a timely fashion.
6. Life insurance coverage shall be basic term life of \$45,000 per unit member with 100% premium payment by the Board.
7. The vision insurance plan shall be provided at 75% premium payment by the Board for both single and family plans. The dental insurance plan shall be provided at 90% premium payment by the Board for single plans and 75% premium payment by the Board family plans.
8. Obligations of the insurance carrier to unit members for Basic Medical Expense Benefits, Major Medical Expense Benefits, Dental Expense Benefits and vision benefits are outlined in ADDENDUM (B) to this Agreement to serve as information to the unit members. This is meant to be a summary. The obligation of the insurance carrier(s) includes but are not necessarily limited to those items listed.

9. **Section 125 Cafeteria Plan**

The Board shall maintain a Flexible Benefits Plan (the "Plan") intended to qualify as a "cafeteria plan" under Section 125 of the Internal Revenue Code (the "Code"). A full-time or regular part-time employee may participate in the Plan by filing an election form and all applicable insurance forms with the Board Treasurer.

As set forth above, certain insurance coverage is provided without cost to participants, while other coverage involves a monthly charge to participants. The Plan will provide an employee with an option to pay the employee portion of such costs with pre-tax (federal income tax) dollars, which will reduce the compensation otherwise payable to the employee, or to receive such compensation. An employee who does not elect to reduce his/her compensation would have to pay such costs with after-tax (federal income tax) dollars. The cost of the employee's share of insurance benefits will be determined at the applicable monthly rates in effect from time to time. The benefits of the Plan will be provided only to those employees who are properly enrolled as participants.

The exact terms of the Plan will be subject to the requirements of Section 125 of the Code and the regulations and interpretations thereunder.

10. **Health Care Committee**

A Health Insurance Committee shall be established and maintained with at least three (3) representatives appointed by the Association and three (3) representatives appointed by the Superintendent.

The purpose of the Committee shall be to make recommendations designed to optimize the quality of health care available to District employees and improve cost effectiveness of the health insurance program. Committee members shall review data, work with the District insurance consultant, collaborate on making recommendations for changes in plan design, review bids by insurance companies, and ultimately consider recommending plan changes to their respective constituencies.

The Committee is not empowered to unilaterally make changes in health care benefits without ratification by the Association and approval by the Board. The creation of the Committee does not diminish or in any way reduce the Board's and Association's rights or responsibilities.

B. **PAY PRACTICES**

1. **Regulations**

- a. All unit members must comply with the laws and regulations governing the certification/licensure of unit members as adopted by the State Board of Education and shall have a valid teaching certificate/license on file in the office of the Superintendent.
- b. Service credit shall be granted to unit members in accordance with Ohio Revised Code, Section 3317.14 and as outlined below for a minimum of five (5) years of actual service credits, except that the Superintendent shall award service credit for at least three (3) years. Additional years of service credit over five (5) may be granted by the Superintendent as agreed upon at the point of employment. (Award of service credit shall supersede all provisions of the O.R.C. in conflict with this Article).
 - i. Years of teaching in chartered public or nonpublic schools in the State of Ohio and institutions of higher education provided that the unit member has a valid Ohio teaching certificate/license during each year of credited teaching experience.
 - ii. Years of teaching in chartered public or nonpublic schools in the United States of America, other than Ohio, provided that the unit member had a valid teaching certificate/license for the state in which the service was performed during each year of credited teaching experience.
 - iii. A year of teaching experience shall be for not less than one hundred twenty (120) school days of any given school year and must be regular teaching or one hundred twenty (120) days substitute teaching in one district.
- c. Previous military experience in accordance with Ohio Revised Code, Section 3317.13 may be granted.
- d. All previous experience must be verified by the unit member.
- e. The salary schedule shall be based on one hundred eighty-six (186) days of annual service for returning unit members. New unit members are required to work for two (2) additional training days during the first year of employment with no change in the salary listed on the adopted salary schedule.
- f. Per diem deductions shall be made for absence other than those provided for under the leave provisions or other authorized absences. The deduction of a day's salary is calculated as follows:

- i. The total number of days the unit member is employed divided into the total annual salary taken from the salary schedule times the number of days of unauthorized absence.
 - ii. The deductions shall be accomplished through a lump sum out of the next check.
- g. Annual salaries shall be paid in twenty-four (24) equal installments. Each unit member will have his/her pay deposited directly through electronic transfer to a financial institution participating in the automatic clearing house system. Members desiring to change financial institutions, terminate direct electronic deposit, or implement direct electronic deposit must allow no less than two (2) weeks notification prior to such change being implemented. **The unit member is responsible for notifying the Board Treasurer's Office of any change in their direct deposit account or bank.** In the event of an emergency, checks will be distributed in place of the direct deposit.

The change from twenty-six (26) equal pays to twenty-four (24) equal pays will begin with the first pay of the 2019-20 school year.

- h. All unit members under contract by June 1 for the following school year will be given a salary notice by July 1.
- i. The BA+150 column is defined as at least one hundred fifty (150) semester hours and a Bachelor's Degree.
- j. For a unit member to qualify for the MA+15 column, the MA+30 column, or the MA+45 column, the hours must be graduate level **hours earned after the Master's Degree** is conferred. The MA+15, MA+30, and MA+45 columns refer to semester hours of training.
- k. All unit members shall receive their W-2 forms on or before January 31.
- l. Upon completion of course work sufficient to qualify the unit member for a higher salary bracket, the unit member shall file for appropriate documentation with the Board Treasurer. Upon receipt, the Treasurer shall move the unit member to the proper **step and adjust the unit member's salary. If the unit member files the documentation with the Treasurer after March 15th, the Treasurer shall move the unit member to the proper step and adjust the member's salary the next school year.**

- m. Unit members who are National Board Certified or hold the Master Teacher Designation will receive an annual stipend of \$1,000. Such stipend shall begin the year after certification has been granted.

2. **Direct Deposit Information**

- a. Direct deposit information will be available in the Employee Access Center on each pay day.
- b. The first pay day of any school year will be no sooner than five (5) duty days after the first regular unit member duty day.

3. **Payroll Deductions**

- a. The Board Treasurer will make deductions for annuities as authorized by the unit members.
- b. The Board Treasurer will make deductions from salaries for payment to the Franklin County School Employees Federal Credit Union for unit members who request this service.
- c. The Board Treasurer will make deductions for EPAC as authorized by individual unit members.
- d. The Board agrees to promptly remit all deductions monthly no later than the fifth working day of the month following the collection of any payroll deductions of the preceding month. Organizations must submit the necessary invoices in order that the Board Treasurer may transmit deductions to their proper source.
- e. **If a unit member's employment ends or if he/she assumes unpaid status with the Board before all deductions for Association dues have been made, the unpaid balance shall be deducted from his/her final paycheck prior to the assumption of the unpaid status and remitted to the Association Treasurer.**

C. **HOURLY RATES**

Home tutors employed on an as-needed basis will be paid \$30 per hour. Extra duties (other than class coverage during planning time) will be paid at \$30 per hour.

D. **SUPPLEMENTAL SALARY SCHEDULE**

- 1. The Superintendent/designee shall inform members of newly created supplemental positions and/or vacancies through an email to the staff.

Members interested in any district level supplemental position should submit interest through the application tracking system. Members interested in any building level supplemental should submit interest in writing to the appropriate building administrator.

2. Upon the creation of any additional supplementary positions by the Board, **the Association shall be notified as to the Board's intended placement in a column of the supplemental index.** Within ten (10) days, the Association must notify the Superintendent of its agreement with the placement or present a written request for a meeting to work out an agreed upon placement. Failure to so notify the Superintendent will **result in the Board's intended placement being finalized.**
3. If a person has been awarded a contract as a volunteer to coach or supervise an extracurricular function within the District and is subsequently awarded a supplemental contract with pay for the position, he/she will receive one (1) year of experience credit for each full two (2) years of satisfactory voluntary service in the position. For this purpose, contracted volunteer coaching service within the same sport qualifies as volunteer **service "in the position."**

E. **SEVERANCE PAY**

Unit members resigning with fifteen (15) years continuous service in the District or entering service retirement under the State Teachers Retirement System (STRS) with ten (10) years of continuous service in the District, shall receive payment for one-fourth (1/4) of the unit member's sick leave balance up to fifty (50) days paid at the per diem rate.

A unit member with thirty (30) years or more of service in the district shall receive an extra ten (10) days added to his/her severance pay paid at the members' **per diem rate.**

Payment on this basis shall eliminate all accrued sick leave credit. Payment shall be made within sixty (60) calendar days.

F. **STRS PICK-UP**

The Board agrees to continue to treat a unit member's own individual STRS contribution (as opposed to the Board's own STRS contribution on the employee's behalf) as a mandatory salary reduction from the contract salary otherwise payable to such unit member.

The unit member's contract salary shall thus be restated (1) as consisting of (a) a cash salary component and (b) a pick-up component, which is equal to the amount of the unit member's contribution being picked up by the Board on

behalf of the unit member; (2) that the Board will contribute to STRS an amount equal to the unit **member's required contribution to STRS for the account of** each unit member; and (3) that sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the unit **member's rate of pay shall be** calculated upon both the cash salary component and pick-up component of the **unit member's restated salary.**

G. **PLANNING TIME COMPENSATION**

Unit members required to supervise or teach any class during their conference or planning time shall receive the following compensation:

1 to 30 minutes	\$20.00
31 to 60 minutes	\$40.00

If a unit member covers a block period that exceeds 60 consecutive minutes, the unit member will continue to be compensated as described above.

If a unit member is absent and no substitute teacher is available, and a unit member absorbs a class or portion of a class due to the absence, the affected member will be compensated at the entire day substitute teacher rate if such absorption is for more than six (6) hours. If the absorption is for four and one half (4½) hours or more but less than six (6) hours, the unit member will receive the three-fourth day substitution rate. If the absorption is for more than three (3) hours, but less than four and one half (4½), hours the unit member will receive the half-day substitute teacher rate. If absorption is for three hours or less, the unit member will receive the quarter-day substitute rate. However, if more than one (1) unit member is affected, the entire day, three-fourths day half-day, or quarter-day substitute rate, whichever is applicable, will be divided among those affected.

Compensation will not be given if a student remains with their teacher in place of their pull-out session.

H. **TUITION REIMBURSEMENT**

The Board will pay a maximum of \$2,000 each year per unit member who satisfactorily completes course work in an accredited college or university. Unit members shall be reimbursed for course tuition approved by the LPDC. If the unit member receives a fee waiver, the unit member shall be eligible for reimbursement of course tuition costs exceeding the amount of the fee waiver up to the \$2,000 tuition reimbursement per year.

Upon submitting a copy of the grade statement to the Board Treasurer as proof of completion of the course, reimbursement will be made.

A maximum total tuition reimbursement of \$85,000 for each year of this contract.

I. **TUITION WAIVER**

The Board will allow children of unit members living outside the District to attend District schools free without paying tuition via open enrollment, following submission of an application for open enrollment per District policies:

1. Notification is prior to the beginning of each school year.
2. Students already accepted during the previous school year will not be denied on the basis of overcrowding.
3. Acceptance does not require a special education program not available in the District, Board-paid tuition to any optional education program, or release of any per pupil state funds to another elementary, secondary, or post-secondary institution for acceptance of credit or in lieu of tuition.
4. The student's prior discipline record meets with open enrollment standards established by the Board.
5. The tuition student's conduct shall be reviewed annually.
6. The parent must be totally responsible for the student's transportation.
7. The parent must gain a written release from the home school and the OHSAA to participate in athletic competition.

J. **COMPENSATION TO ASSOCIATION LEADERS**

Association leaders shall be entitled to be paid by the Association as per the **Association's internal procedure for service to the Association**. Any compensation that an Association member receives from the Association for such service shall be subject to the provisions of Ohio Administrative Code Rule 3307-6-01.

K. **BACKGROUND CHECKS AND CERTIFICATE FEE**

The Board will pay up to the \$50.00 cost for state and federal background checks required by the Ohio Revised Code as to a unit member. Such payment will be made directly to the Bureau of Criminal Identification and Investigation once the unit member completes the background checks.

The Board will pay all costs for the renewal of **a unit member's teaching license/certificate**, not to exceed \$200.00.

ARTICLE IX. **FAIR SHARE**

A. PAYROLL DEDUCTION OF FAIR SHARE FEE

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

B. NOTIFICATION OF THE AMOUNT OF FAIR SHARE FEE

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the employee organization, shall be transmitted by the employee organization to the Board Treasurer on or about September 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the employee organization.

C. SCHEDULE OF FAIR SHARE DEDUCTIONS

1. All Fair Share Payers

Payroll deduction of such annual 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 pay date on or after the later of:

- a. **sixty (60) days' employment in a bargaining unit position** which shall be the required probationary period, or
- b. January 15.
- c. The fair share fee for unit employees newly hired after the beginning of the school year shall be properly determined or calculated by the CWEA and provided to the Board Treasurer.

Termination of Membership During the Membership Year

The Board Treasurer shall, upon notification from the employee organization that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member (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 this amount shall commence on the first pay occurring on or after forty-five (45) days from the termination of membership.

D. **TRANSMITTAL OF DEDUCTIONS**

The Board further agrees to accompany each such transmittal with a list of the names of the unit members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. **PROCEDURE FOR REBATE**

The employee organization represents to the Board that an internal rebate procedure has been established in accordance with Ohio Revised Code Section 4117.09 and that a procedure for challenging the amount of the representation fee has been established and will be given to each unit member who does not join the employee organization and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

F. **ENTITLEMENT TO REBATE**

Upon timely demand, non-members may apply to the employee organization for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the employee organization.

G. **INDEMNIFICATION OF BOARD**

The employee organization 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:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed;
2. The employee organization shall reserve the right to designate counsel to represent and defend the Board;
3. The Board agrees to:
 - a. Give full and complete cooperation and assistance to the employee organization and its counsel at all levels of the proceeding,
 - b. Permit the employee organization or its affiliates to intervene as a party if it so desires, and

- c. To not **oppose the employee organization or its affiliates'** application to file briefs amicus curiae (Friend of the Court) in the action.
- 4. The Board acted in good-faith compliance with the fair share fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such fair share fee provision.

H. **SCOPE OF ARTICLE**

This Article applies to any unit member hired on or after July 1, 2007. This Article does not apply to any unit member hired prior to July 1, 2007, except that if such a member was paying Association dues under Article II, Section A, Paragraph 5 of this Agreement as of May 9, 2007 and subsequently opts out of Association membership under that provision, it is understood that deduction of a fair share fee under this Article will be implemented as to that unit member.

ARTICLE X.

DURATION AND IMPLEMENTATION

A. **DURATION**

This Agreement shall become effective upon ratification by the Association and the Board and shall remain in full force and effect from July 1, 2018, through June 30, 2021.

B. **AMENDMENT**

This Agreement shall supersede and cancel all previous agreements, verbal or written or based upon alleged past practice between the Board and the Association, and constitutes the entire Agreement between the parties. Any amendment or supplemental agreement shall not be binding unless executed in writing and ratified by both parties.

C. **SEVERABILITY**

If there is a conflict between a provision of this Agreement and Ohio or federal law, the Ohio or federal law shall prevail as to that provision. All other provisions of this Agreement shall remain in full force and effect. The parties will meet to negotiate any necessary change in this Agreement relative to the affected provision within sixty (60) days by demand of either party.

If, during the term of this Agreement, there is a change in Ohio or federal law which would invalidate any provision of this Agreement, as determined by a court of competent jurisdiction, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provisions within sixty (60) days by demand of either party.

D. **CONTRACT COPIES**

The Board shall pay the cost of printing copies of this Agreement. A copy shall be distributed to the Negotiating Team Members, members of the Board, and **S.E.R.B. This Agreement will be posted on the "Shared" Network Drive/District/Negotiated Agreement** for all unit members and administrative staff.

FOR THE ASSOCIATION:

Karla Chemtka

President

Deanne Somus

Manager/Historian

FOR THE BOARD:

James Sotlar

Superintendent

Ryan Beut

[Signature]

7-11-18

DATE:

ADDENDUM A

Canal Winchester Local Schools

100 Washington Street • Canal Winchester, Ohio 43110

Access To Personnel Files

The Canal Winchester School District is committed to compliance with Ohio Revised Code Section 149.43 and Chapter 1347. Filling out any part or all of this form is not mandatory. However, consistent with Article II, Section D of the Board of Education's Collective Bargaining Agreement with the Canal Winchester Education Association, you are asked to provide the following information:

PLEASE FILL IN COMPLETELY: Date _____

File To Be Viewed: _____

Name of Employee _____

Name of Person Requesting
Permission to Access File: _____

Address: _____ Telephone: _____

Name of Attorney (if any): _____

Address: _____ Telephone: _____

Reason for requesting access to the above employee's Personnel File

IMPORTANT

1. Upon submission to the office of the Treasurer of the above form, access will be granted promptly in light of all the relevant surrounding circumstances. The Administration will attempt to notify the employee of your request.

2. Examination of the file will be done during regular working hours (8-4) of the Board Office in the presence of an authorized person and no items may be removed from the file by anyone except the Superintendent.

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services
CANAL WINCHESTER LOCAL SCHOOLS : Plan 1

Coverage Period: 07/01/2017 - 06/30/2018
 Coverage for: Single or Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 800-525-5957. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other undefined terms see the Glossary. You can view the Glossary at MedMutual.com/SBC or call 800-525-5957 to request a copy.

Important Questions	Answers	Why This Matters
What is the overall deductible?	\$100/single \$200/family Network \$200/single \$400/family Non-Network	Generally, you must pay all of the costs from providers up to the <u>deductible</u> amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Certain <u>preventive care</u> is covered and paid by the plan before you meet your <u>deductible</u> .	This plan covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	\$400/single \$1,000/family Network \$1,000/single \$2,000/family Non-Network	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	Copays, <u>deductibles</u> , <u>premiums</u> , balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See MedMutual.com/SBC or call 800-525-5957 for a list of participating providers.	This plan uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the plan's <u>network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your plan pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No	You can see the <u>specialist</u> you choose without a <u>referral</u> .

ADDENDUM B
 SCHEDULE OF BENEFITS



All **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies. Services with **copayments** are covered before you meet your **deductible**, unless otherwise specified.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		a Network Provider (You will pay the least)	a Non-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 copay/visit	\$25 copay/visit, <u>deductible</u> , 30% <u>coinsurance</u>	None
	<u>Specialist visit</u>	\$15 copay/visit	\$25 copay/visit, <u>deductible</u> , 30% <u>coinsurance</u>	None
	<u>Preventive care / screening / immunization</u>	No charge		You may have to pay for services that aren't <u>preventive</u> . Ask your provider if the services you need are <u>preventive</u> . Then check what your plan will pay for.
If you have a test	<u>Diagnostic test (x-ray)</u>	No charge at Physician; 10% <u>coinsurance</u> for all other places	10% <u>coinsurance</u> for Interpretations; 30% <u>coinsurance</u> for all other services	None
	<u>Diagnostic test (blood work)</u>	No charge at Physician; 10% <u>coinsurance</u> for all other places	10% <u>coinsurance</u> for Independent Lab or Interpretations; 30% <u>coinsurance</u> for all other places	None
	Imaging (CT/PET scans, MRIs)	No charge at Physician; 10% <u>coinsurance</u> for all other places	30% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		a Network Provider (You will pay the least)	a Non-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at MedMutual.com/SBC	Drug Out of Pocket Limit - Single	\$1,200	Does Not Apply	None
	Generic copay - retail Tier 1	\$10 (up to a 30-day supply); \$20 (31 to 90-day supply)	Does Not Apply	Covers up to a 90-day supply.
	Generic copay - home delivery Tier 1	\$20	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - retail Tier 2	\$25 (up to a 30-day supply); \$50 (31 to 90-day supply)	Does Not Apply	Covers up to a 90-day supply.
	Preferred brand copay - home delivery Tier 2	\$50	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - retail Tier 3	\$50 (up to a 30-day supply); \$100 (31 to 90-day supply)	Does Not Apply	Covers up to a 90-day supply.
	Non-preferred brand copay - home delivery Tier 3	\$100	Does Not Apply	Covers up to a 90-day supply.
	<u>Specialty drugs</u>	\$100	Does Not Apply	Covers up to a 30-day supply.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/surgeon fees (Outpatient)	No charge at Physician; 10% <u>coinsurance</u> for all other places	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$100 copay/visit		None
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>		None
	<u>Urgent care</u>	\$25 copay/visit	\$35 copay/visit, <u>deductible</u> ; 30% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/ surgeon fee (inpatient)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	Benefits paid based on corresponding medical benefits		None
	Inpatient services	Benefits paid based on corresponding medical benefits		None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		a Network Provider (You will pay the least)	a Non-Network Provider (You will pay the most)	
If you are pregnant	Office visits	No charge		Depending on the type of services, copay, <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Rehabilitation services</u> (Physical Therapy)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Habilitation services</u> (Occupational Therapy)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Habilitation services</u> (Speech Therapy)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	(20 visits per benefit period)
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	(31 days per benefit period)
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	<u>Hospice services</u>	10% <u>coinsurance</u>		None
If your child needs dental or eye care	Children's eye exam	No charge		None
	Children's glasses	Not Covered		Excluded Service
	Children's dental check-up	Not Covered		Excluded Service

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture
- Children's dental check-up
- Children's glasses
- Cosmetic Surgery
- Hearing Aids
- Infertility Treatment
- Long-Term Care
- Non-emergency care when traveling outside the U.S.
- Routine Eye Care (Adult)
- Routine Foot Care
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric Surgery
- Chiropractic Care
- Dental Care (Adult)
- Private-Duty Nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 877-267-2323 x61565 or ccio.cms.gov. Other coverage options may be available to you, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit HealthCare.gov or call 800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact your plan at 800-525-5957.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

-----To see examples of how this plan might cover costs for sample medical situations, see the next section-----

The coverage example numbers assume that the patient does not use an HRA or FSA. If you participate in an HRA or FSA and use it to pay for out-of-pocket expenses, then your costs may be lower.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is having a baby
9 months of in-network prenatal care and a hospital delivery

- **The plan's overall deductible** \$100
- **Specialist copay** \$15
- **Hospital (facility) coinsurance** 10%
- **Other coinsurance** 10%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,800
---------------------------	-----------------

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$100
Copayments	\$10
Coinsurance	\$400

<i>What isn't covered</i>	
Limits or exclusions	\$60

The total Peg would pay is	\$570
-----------------------------------	--------------

Managing Joe's type 2 Diabetes
6 year of routine in-network care of a well-controlled condition

- **The plan's overall deductible** \$100
- **Specialist copay** \$15
- **Hospital (facility) coinsurance** 10%
- **Other coinsurance** 10%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$7,400
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In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$400
Coinsurance	\$0

<i>What isn't covered</i>	
Limits or exclusions	\$60

The total Joe would pay is	\$460
-----------------------------------	--------------

Mia's Simple Fracture
in-network emergency room visit and follow up care

- **The plan's overall deductible** \$100
- **Specialist copay** \$15
- **Hospital (facility) coinsurance** 10%
- **Other coinsurance** 10%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$1,900
---------------------------	----------------

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$100
Copayments	\$100
Coinsurance	\$90

<i>What isn't covered</i>	
Limits or exclusions	\$0

The total Mia would pay is	\$290
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Note: These numbers assume the patient does not participate in the plan's wellness program. If you participate in the plan's wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 800-525-5957.

The plan would be responsible for the other costs of these EXAMPLE covered services.



**Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 1678-0001, 0002, 0003, 0099
Canal Winchester Local Schools**

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO Dentist	Delta Dental Premier Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Relines and Repairs – to bridges and dentures	80%	80%	80%
Major Services			
Major Restorative Services – crowns	50%	50%	50%
Prosthodontic Services – bridges and dentures	50%	50%	50%
Orthodontic Services			
Orthodontic Services – braces	50%	50%	50%
Orthodontic Age Limit –	No Age Limit	No Age Limit	No Age Limit

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Two additional prophylaxes are payable per calendar year for individuals with a documented history of periodontal disease.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people up to age 19.
- Space maintainers are payable once per area per lifetime for people up to age 19.

- Bitewing X-rays are payable twice per calendar year. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Sealants are payable once per tooth per lifetime for the occlusal surface of first and second permanent molars up to age 19. The surface must be free from decay and restorations.
- Veneers are payable on incisors, cuspids, and bicuspid teeth once per tooth per five-year period for children ages 8 through 19 if required because of severe tetracycline staining, severe fluorosis, hereditary opalescent dentin or amelogenesis imperfecta.
- Composite resin (white) restorations are Covered Services on posterior teeth.
- Metallic inlays are Covered Services.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants and related services are not Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental Information sheet.

Maximum Payment – \$1,500 per person total per Benefit Year on all services except orthodontic services. \$850 per person total per lifetime on orthodontic services.

Deductible – \$25 Deductible per person total per Benefit Year limited to a maximum Deductible of \$75 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, and orthodontic services.

The Deductible met under the previous carrier for the period January 1, 2017 through June 30, 2017 will be applied to the 2017 calendar year Deductible with Delta Dental. It is the Subscriber's responsibility to provide Delta Dental with adequate documentation of the Deductible met under the previous carrier.

Waiting Period – Employees who are eligible for dental benefits are covered on the date of hire.

Eligible People – Full-time eligible employees who are regularly scheduled to work the number of hours specified in the appropriate bargaining agreement or school board policy. Persons employed on a temporary, casual, or leased basis are not considered eligible for coverage in this plan. The Contractor pays the full cost of this plan.

Also eligible are your legal spouse and your children to the end of the month in which they turn 26, including your children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled. You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your Spouse are both eligible to enroll in This Plan as Subscribers, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may only be enrolled on one application. Delta Dental will not coordinate benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Subscribers under This Plan.

Benefits will cease on the last day of the month in which the employee is terminated.

Customer Service Toll-Free Number: 800-524-0149 (TTY users call 711)

www.DeltaDentalOH.com

July 1, 2017

Your Vision Benefits Summary



Get the best in eye care and eyewear with CANAL WINCHESTER LOCAL SCHOOLS and VSP® Vision Care.

Using your VSP benefit is easy.

- **Create an account at vsp.com.** Once your plan is effective, review your benefit information.
- **Find an eye care provider who's right for you.** The decision is yours to make—choose a VSP doctor, a participating retail chain, or any out-of-network provider. To find a VSP provider, visit vsp.com or call 800.877.7195.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

Best Eye Care

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more¹. Visit vsp.com to find a Premier Program location that carries these brands. Prefer to shop online? Check out all of the brands at Eyeconic.com, VSP's online eyewear store.

Plan Information

VSP Coverage Effective Date: 07/01/2017
VSP Provider Network: VSP Choice

visit vsp.com or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

¹Brands/Promotion subject to change.

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Benefit	Description	Copay	
Your Coverage with a VSP Provider			
WellVision Exam	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness Every 12 months 	\$10	
Prescription Glasses			
		\$10	
Frame	<ul style="list-style-type: none"> \$130 allowance for a wide selection of frames \$150 allowance for featured frame brands 20% savings on the amount over your allowance \$70 Costco® frame allowance Every 24 months 	Included in Prescription Glasses	
Lenses	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Polycarbonate lenses for dependent children Every 12 months 	Included in Prescription Glasses	
Lens Enhancements	<ul style="list-style-type: none"> Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 20-25% on other lens enhancements Every 12 months 	\$55 \$95 - \$105 \$150 - \$175	
Contacts (instead of glasses)	<ul style="list-style-type: none"> \$120 allowance for contacts; copay does not apply Contact lens exam (fitting and evaluation) Every 12 months 	Up to \$60	
Extra Savings			
	<p>Glasses and Sunglasses</p> <ul style="list-style-type: none"> Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam. 		
	<p>Retinal Screening</p> <ul style="list-style-type: none"> No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam 		
	<p>Laser Vision Correction</p> <ul style="list-style-type: none"> Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities 		
Your Coverage with Out-of-Network Providers			
Visit vsp.com for details, if you plan to see a provider other than a VSP network provider.			
Exam	up to \$45	Lined Trifocal Lenses	up to \$65
Frame	up to \$70	Progressive Lenses	up to \$50
Single Vision Lenses	up to \$30	Contacts	up to \$105
Lined Bifocal Lenses	up to \$50		
<small> *Copay/allowance is a good starting point, but may be different. Once you decide to purchase with vsp.com or a participating provider, you will receive a price quote. In the event of a conflict between this information and your contract, the contract will control. The terms of the contract will prevail. Brand or specification may differ from the image shown. </small>			

ADDENDUM C
CANAL WINCHESTER LOCAL SCHOOL DISTRICT
CWEA SALARY SCHEDULE/INDEX
FISCAL YEAR 2018-2019
2.5% increase on base

	BA	BA	BA150	BA150	MA	MA	MA15	MA15	MA30	MA30	MA45	MA45
Step	Index	Value	Index	Value	Index	Value	Index	Value	Index	Value	Index	Value
1	1.000	38,926	1.040	40,484	1.105	43,014	1.124	43,753	1.155	44,960	1.205	46,906
2	1.040	40,484	1.083	42,138	1.155	44,960	1.174	45,700	1.205	46,906	1.255	48,853
3	1.080	42,041	1.125	43,792	1.205	46,906	1.224	47,646	1.255	48,853	1.305	50,799
4	1.120	43,598	1.175	45,739	1.255	48,853	1.274	49,592	1.305	50,799	1.355	52,745
5	1.160	45,155	1.215	47,296	1.305	50,799	1.324	51,539	1.355	52,745	1.415	55,081
6	1.200	46,712	1.265	49,242	1.355	52,745	1.374	53,485	1.415	55,081	1.465	57,027
7	1.240	48,269	1.305	50,799	1.415	55,081	1.434	55,820	1.465	57,027	1.525	59,363
8	1.280	49,826	1.355	52,745	1.465	57,027	1.484	57,767	1.525	59,363	1.575	61,309
9	1.320	51,383	1.395	54,302	1.525	59,363	1.544	60,102	1.575	61,309	1.635	63,645
10	1.360	52,940	1.445	56,249	1.575	61,309	1.594	62,049	1.635	63,645	1.685	65,591
11	1.400	54,497	1.485	57,806	1.635	63,645	1.654	64,384	1.685	65,591	1.745	67,926
12	1.440	56,054	1.535	59,752	1.685	65,591	1.704	66,330	1.745	67,926	1.795	69,873
13	1.480	57,611	1.575	61,309	1.745	67,926	1.764	68,666	1.795	69,873	1.855	72,208
14	1.520	59,168	1.625	63,255	1.795	69,873	1.814	70,612	1.855	72,208	1.905	74,155
15	1.540	59,947	1.650	64,228	1.825	71,040	1.845	71,800	1.880	73,181	1.930	75,128
16	1.560	60,725	1.675	65,202	1.855	72,208	1.875	72,987	1.905	74,155	1.955	76,101
17	1.560	60,725	1.675	65,202	1.855	72,208	1.875	72,987	1.905	74,155	1.955	76,101
18	1.560	60,725	1.675	65,202	1.855	72,208	1.875	72,987	1.905	74,155	1.955	76,101
19	1.600	62,282	1.725	67,148	1.915	74,544	1.935	75,322	1.955	76,101	2.005	78,047
20	1.600	62,282	1.725	67,148	1.915	74,544	1.935	75,322	1.955	76,101	2.005	78,047
21	1.600	62,282	1.725	67,148	1.915	74,544	1.935	75,322	1.955	76,101	2.005	78,047
22	1.627	63,333	1.760	68,510	1.955	76,101	1.975	76,879	1.992	77,541	2.040	79,410
23	1.627	63,333	1.760	68,510	1.955	76,101	1.975	76,879	1.992	77,541	2.040	79,410
24	1.654	64,384	1.795	69,873	1.995	77,658	2.015	78,436	2.029	78,981	2.075	80,772
25	1.654	64,384	1.795	69,873	1.995	77,658	2.015	78,436	2.029	78,981	2.075	80,772
26	1.681	65,435	1.830	71,235	2.035	79,215	2.055	79,993	2.066	80,422	2.110	82,134
27	1.681	65,435	1.830	71,235	2.035	79,215	2.055	79,993	2.066	80,422	2.110	82,134
28	1.708	66,486	1.865	72,597	2.075	80,772	2.095	81,550	2.103	81,862	2.145	83,497
29	1.708	66,486	1.865	72,597	2.075	80,772	2.095	81,550	2.103	81,862	2.145	83,497
30	1.735	67,537	1.900	73,960	2.115	82,329	2.135	83,108	2.140	83,302	2.180	84,859
31	1.762	68,588	1.935	75,322	2.155	83,886	2.175	84,665	2.180	84,859	2.215	86,222
32	1.762	68,588	1.935	75,322	2.155	83,886	2.175	84,665	2.180	84,859	2.215	86,222
33	1.762	68,588	1.935	75,322	2.155	83,886	2.175	84,665	2.180	84,859	2.215	86,222
34	1.762	68,588	1.935	75,322	2.155	83,886	2.175	84,665	2.180	84,859	2.215	86,222
35	1.762	68,588	1.935	75,322	2.155	83,886	2.175	84,665	2.180	84,859	2.215	86,222
36	1.762	68,588	1.935	75,322	2.155	83,886	2.175	84,665	2.180	84,859	2.215	86,222
37	1.762	68,588	1.935	75,322	2.155	83,886	2.175	84,665	2.180	84,859	2.215	86,222
38	1.762	68,588	1.935	75,322	2.155	83,886	2.175	84,665	2.180	84,859	2.215	86,222
39	1.762	68,588	1.935	75,322	2.155	83,886	2.175	84,665	2.180	84,859	2.215	86,222
40	1.762	68,588	1.935	75,322	2.155	83,886	2.175	84,665	2.180	84,859	2.215	86,222

ADDENDUM D
CANAL WINCHESTER LOCAL SCHOOL DISTRICT
CWEA SALARY SCHEDULE/INDEX
FISCAL YEAR 2019-2020
2.5% increase on base

Step	BA		BA150		MA		MA15		MA30		MA45	
	Index	Value	Index	Value	Index	Value	Index	Value	Index	Value	Index	Value
1	1.000	39,899	1.040	41,495	1.105	44,089	1.124	44,847	1.155	46,084	1.205	48,079
2	1.040	41,495	1.083	43,191	1.155	46,084	1.174	46,842	1.205	48,079	1.255	50,074
3	1.080	43,091	1.125	44,887	1.205	48,079	1.224	48,837	1.255	50,074	1.305	52,069
4	1.120	44,687	1.175	46,882	1.255	50,074	1.274	50,832	1.305	52,069	1.355	54,064
5	1.160	46,283	1.215	48,478	1.305	52,069	1.324	52,827	1.355	54,064	1.415	56,458
6	1.200	47,879	1.265	50,473	1.355	54,064	1.374	54,822	1.415	56,458	1.465	58,453
7	1.240	49,475	1.305	52,069	1.415	56,458	1.434	57,216	1.465	58,453	1.525	60,846
8	1.280	51,071	1.355	54,064	1.465	58,453	1.484	59,211	1.525	60,846	1.575	62,841
9	1.320	52,667	1.395	55,660	1.525	60,846	1.544	61,605	1.575	62,841	1.635	65,235
10	1.360	54,263	1.445	57,655	1.575	62,841	1.594	63,600	1.635	65,235	1.685	67,230
11	1.400	55,859	1.485	59,251	1.635	65,235	1.654	65,993	1.685	67,230	1.745	69,624
12	1.440	57,455	1.535	61,245	1.685	67,230	1.704	67,988	1.745	69,624	1.795	71,619
13	1.480	59,051	1.575	62,841	1.745	69,624	1.764	70,382	1.795	71,619	1.855	74,013
14	1.520	60,647	1.625	64,836	1.795	71,619	1.814	72,377	1.855	74,013	1.905	76,008
15	1.540	61,445	1.650	65,834	1.825	72,816	1.845	73,594	1.880	75,011	1.930	77,006
16	1.560	62,243	1.675	66,831	1.855	74,013	1.875	74,811	1.905	76,008	1.955	78,003
17	1.560	62,243	1.675	66,831	1.855	74,013	1.875	74,811	1.905	76,008	1.955	78,003
18	1.560	62,243	1.675	66,831	1.855	74,013	1.875	74,811	1.905	76,008	1.955	78,003
19	1.600	63,839	1.725	68,826	1.915	76,407	1.935	77,205	1.955	78,003	2.005	79,998
20	1.600	63,839	1.725	68,826	1.915	76,407	1.935	77,205	1.955	78,003	2.005	79,998
21	1.600	63,839	1.725	68,826	1.915	76,407	1.935	77,205	1.955	78,003	2.005	79,998
22	1.627	64,916	1.760	70,223	1.955	78,003	1.975	78,801	1.992	79,479	2.040	81,394
23	1.627	64,916	1.760	70,223	1.955	78,003	1.975	78,801	1.992	79,479	2.040	81,394
24	1.654	65,993	1.795	71,619	1.995	79,599	2.015	80,397	2.029	80,956	2.075	82,791
25	1.654	65,993	1.795	71,619	1.995	79,599	2.015	80,397	2.029	80,956	2.075	82,791
26	1.681	67,071	1.830	73,016	2.035	81,195	2.055	81,993	2.066	82,432	2.110	84,187
27	1.681	67,071	1.830	73,016	2.035	81,195	2.055	81,993	2.066	82,432	2.110	84,187
28	1.708	68,148	1.865	74,412	2.075	82,791	2.095	83,589	2.103	83,908	2.145	85,584
29	1.708	68,148	1.865	74,412	2.075	82,791	2.095	83,589	2.103	83,908	2.145	85,584
30	1.735	69,225	1.900	75,809	2.115	84,387	2.135	85,185	2.140	85,384	2.180	86,980
31	1.762	70,303	1.935	77,205	2.155	85,983	2.175	86,781	2.180	86,980	2.215	88,377
32	1.762	70,303	1.935	77,205	2.155	85,983	2.175	86,781	2.180	86,980	2.215	88,377
33	1.762	70,303	1.935	77,205	2.155	85,983	2.175	86,781	2.180	86,980	2.215	88,377
34	1.762	70,303	1.935	77,205	2.155	85,983	2.175	86,781	2.180	86,980	2.215	88,377
35	1.762	70,303	1.935	77,205	2.155	85,983	2.175	86,781	2.180	86,980	2.215	88,377
36	1.762	70,303	1.935	77,205	2.155	85,983	2.175	86,781	2.180	86,980	2.215	88,377
37	1.762	70,303	1.935	77,205	2.155	85,983	2.175	86,781	2.180	86,980	2.215	88,377
38	1.762	70,303	1.935	77,205	2.155	85,983	2.175	86,781	2.180	86,980	2.215	88,377
39	1.762	70,303	1.935	77,205	2.155	85,983	2.175	86,781	2.180	86,980	2.215	88,377
40	1.762	70,303	1.935	77,205	2.155	85,983	2.175	86,781	2.180	86,980	2.215	88,377

ADDENDUM E
CANAL WINCHESTER LOCAL SCHOOL DISTRICT
CWEA SALARY SCHEDULE/INDEX
FISCAL YEAR 2020-2021
2.5% increase on base

Step	BA		BA150		MA		MA15		MA30		MA45	
	Index	Value	Index	Value	Index	Value	Index	Value	Index	Value	Index	Value
1	1.000	40,896	1.040	42,532	1.105	45,191	1.124	45,968	1.155	47,235	1.205	49,280
2	1.040	42,532	1.083	44,270	1.155	47,235	1.174	48,012	1.205	49,280	1.255	51,325
3	1.080	44,168	1.125	46,008	1.205	49,280	1.224	50,057	1.255	51,325	1.305	53,370
4	1.120	45,804	1.175	48,053	1.255	51,325	1.274	52,102	1.305	53,370	1.355	55,415
5	1.160	47,440	1.215	49,689	1.305	53,370	1.324	54,147	1.355	55,415	1.415	57,868
6	1.200	49,076	1.265	51,734	1.355	55,415	1.374	56,192	1.415	57,868	1.465	59,913
7	1.240	50,712	1.305	53,370	1.415	57,868	1.434	58,645	1.465	59,913	1.525	62,367
8	1.280	52,347	1.355	55,415	1.465	59,913	1.484	60,690	1.525	62,367	1.575	64,412
9	1.320	53,983	1.395	57,050	1.525	62,367	1.544	63,144	1.575	64,412	1.635	66,865
10	1.360	55,619	1.445	59,095	1.575	64,412	1.594	65,189	1.635	66,865	1.685	68,910
11	1.400	57,255	1.485	60,731	1.635	66,865	1.654	67,642	1.685	68,910	1.745	71,364
12	1.440	58,891	1.535	62,776	1.685	68,910	1.704	69,687	1.745	71,364	1.795	73,409
13	1.480	60,527	1.575	64,412	1.745	71,364	1.764	72,141	1.795	73,409	1.855	75,863
14	1.520	62,162	1.625	66,456	1.795	73,409	1.814	74,186	1.855	75,863	1.905	77,907
15	1.540	62,980	1.650	67,479	1.825	74,636	1.845	75,433	1.880	76,885	1.930	78,930
16	1.560	63,798	1.675	68,501	1.855	75,863	1.875	76,680	1.905	77,907	1.955	79,952
17	1.560	63,798	1.675	68,501	1.855	75,863	1.875	76,680	1.905	77,907	1.955	79,952
18	1.560	63,798	1.675	68,501	1.855	75,863	1.875	76,680	1.905	77,907	1.955	79,952
19	1.600	65,434	1.725	70,546	1.915	78,316	1.935	79,134	1.955	79,952	2.005	81,997
20	1.600	65,434	1.725	70,546	1.915	78,316	1.935	79,134	1.955	79,952	2.005	81,997
21	1.600	65,434	1.725	70,546	1.915	78,316	1.935	79,134	1.955	79,952	2.005	81,997
22	1.627	66,538	1.760	71,977	1.955	79,952	1.975	80,770	1.992	81,465	2.040	83,428
23	1.627	66,538	1.760	71,977	1.955	79,952	1.975	80,770	1.992	81,465	2.040	83,428
24	1.654	67,642	1.795	73,409	1.995	81,588	2.015	82,406	2.029	82,978	2.075	84,860
25	1.654	67,642	1.795	73,409	1.995	81,588	2.015	82,406	2.029	82,978	2.075	84,860
26	1.681	68,747	1.830	74,840	2.035	83,224	2.055	84,042	2.066	84,492	2.110	86,291
27	1.681	68,747	1.830	74,840	2.035	83,224	2.055	84,042	2.066	84,492	2.110	86,291
28	1.708	69,851	1.865	76,272	2.075	84,860	2.095	85,678	2.103	86,005	2.145	87,722
29	1.708	69,851	1.865	76,272	2.075	84,860	2.095	85,678	2.103	86,005	2.145	87,722
30	1.735	70,955	1.900	77,703	2.115	86,496	2.135	87,313	2.140	87,518	2.180	89,154
31	1.762	72,059	1.935	79,134	2.155	88,131	2.175	88,949	2.180	89,154	2.215	90,585
32	1.762	72,059	1.935	79,134	2.155	88,131	2.175	88,949	2.180	89,154	2.215	90,585
33	1.762	72,059	1.935	79,134	2.155	88,131	2.175	88,949	2.180	89,154	2.215	90,585
34	1.762	72,059	1.935	79,134	2.155	88,131	2.175	88,949	2.180	89,154	2.215	90,585
35	1.762	72,059	1.935	79,134	2.155	88,131	2.175	88,949	2.180	89,154	2.215	90,585
36	1.762	72,059	1.935	79,134	2.155	88,131	2.175	88,949	2.180	89,154	2.215	90,585
37	1.762	72,059	1.935	79,134	2.155	88,131	2.175	88,949	2.180	89,154	2.215	90,585
38	1.762	72,059	1.935	79,134	2.155	88,131	2.175	88,949	2.180	89,154	2.215	90,585
39	1.762	72,059	1.935	79,134	2.155	88,131	2.175	88,949	2.180	89,154	2.215	90,585
40	1.762	72,059	1.935	79,134	2.155	88,131	2.175	88,949	2.180	89,154	2.215	90,585

**CANAL WINCHESTER LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE
FISCAL YEAR 2018-2019**

SALARY BASE \$ **38,926**

Step	EXPERIENCE	A	B	C	D	E	F	G	H	I	J	K	L	M
1	0	3,893	3,309	3,114	2,725	2,530	2,336	1,946	1,849	1,265	973	779	584	389
2	1-2	4,282	3,503	3,309	2,919	2,725	2,530	2,141	1,946	1,460	1,168	973	779	584
3	3-4	4,671	3,698	3,503	3,114	2,919	2,725	2,336	2,141	1,654	1,362	1,168	973	779
4	5-6	5,060	3,893	3,698	3,309	3,114	2,919	2,530	2,336	1,849	1,557	1,362	1,168	973
5	7-8	5,450	4,087	3,893	3,503	3,309	3,114	2,725	2,530	2,044	1,752	1,557	1,362	1,168
6	9-10	5,839	4,282	4,087	3,698	3,503	3,309	2,919	2,725	2,238	1,946	1,752	1,557	1,362
7	11-14	6,423	4,866	4,476	3,990	4,087	3,503	3,114	2,919	2,433	2,044	1,849	1,654	1,460
8	15-18	7,007	5,450	4,866	4,282	4,671	3,698	3,309	3,114	2,628	2,141	1,946	1,752	1,557
9	19-22	7,591	6,034	5,255	4,574	4,671	3,893	3,503	3,309	2,822	2,238	2,044	1,849	1,654
10	23-26	8,174	6,617	5,644	4,866	4,671	4,087	3,698	3,503	3,017	2,336	2,141	1,946	1,752
11	27-30	8,758	7,201	6,034	5,158	4,671	4,282	3,893	3,698	3,211	2,433	2,238	2,044	1,849

Supplemental Position Groups

A Varsity Basketball Varsity Football Web master	D Asst. Varsity Baseball Asst. Varsity Cross Country Asst. Varsity Soccer Asst. Varsity Softball Asst. Varsity Track Asst. Varsity Volleyball Asst. Varsity Wrestling Asst. Varsity Wrestling	F JV Cheerleading (Basketball) JV Cheerleading (Football) JV Golf Freshman Baseball Freshman Softball Freshman Volleyball MS Basketball MS Football Faculty Manager	H Asst. Marching Band Director Freshman Cheerleading (Basketball) Freshman Cheerleading (Football) HS Department Heads HS Related Arts Department Head HS Vocal Music MS Vocal Music MS Grade Level Chair MS Related Arts Chair Elementary Grade Level Chair Elementary Related Arts Chair	J Junior Class Math Counts Ohio Model United Nations Science Olympiad MS Yearbook Elementary Yearbook
B Varsity Baseball Varsity Track Varsity Volleyball Varsity Wrestling Varsity Soccer Varsity Softball Varsity Cross Country	E JV Soccer JV Softball JV Wrestling JV Volleyball JV Football Freshman Football Freshman Basketball Summer School Supervisor HS Yearbook Faculty Manager (Grandfathered)	G MS Baseball MS Cross Country MS Softball MS Track MS Volleyball MS Wrestling HS Academic Team Asst. Web Master Virtual Learning Academy	I Auxiliary Band Corps MS Cheerleading (Basketball) MS Cheerleading (Football) Percussion HS or MS Play or Musical	K HS Pep Band HS Vocal/Musical Director Elementary Intervention Assistance Team Weight Room Supervisor
C Varsity Tennis Varsity Cheerleading (Basketball) Varsity Cheerleading (Football) Varsity Golf Asst. Varsity Football Asst. Varsity Basketball JV Basketball JV Football Marching Band Director				L LPDC HS Student Council MS Student Council HS Instrumental/Musical Director
				M Freshman Class Honor Society Insurance Committee Chair Sophomore Class Senior Class

**ADDENDUM F
CANAL WINCHESTER LOCAL SCHOOL DISTRICT
SUPPLEMENTAL SALARY SCHEDULE 2018-2019**

ADDENDUM G

CANAL WINCHESTER LOCAL SCHOOL DISTRICT BOARD POLICY 9130: PUBLIC COMPLAINTS



Book	Policy Manual
Section	9000 Relations
Title	PUBLIC COMPLAINTS
Number	po9130
Status	Active
Legal	20 U.S.C. 1232h
Adopted	February 9, 1987
Last Revised	January 13, 2003

9130 - PUBLIC COMPLAINTS

Any person or group having a legitimate interest in the operations of this District shall have the right to present a request, suggestion, or complaint concerning District personnel, the program, or the operations of the District. At the same time, the Board of Education has a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.

Any requests, suggestions, or complaints reaching the Board, Board members, and the administration shall be referred to the Superintendent for consideration according to District procedure.

Matters Regarding a Professional Staff Member

A. First Level

If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District administrative guidelines.

This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member.

As appropriate, the staff member shall report the matter, and whatever action may have been taken, to the building principal.

B. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's building principal and in compliance with provisions of a collective bargaining agreement, if applicable.

C. Third Level

If a satisfactory solution is not achieved by discussion with the building principal, a written request for a conference shall be submitted to the Superintendent. This request should include:

1. the specific nature of the complaint and a brief statement of the facts giving rise to it;

2. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
3. the action which the complainant wishes taken and the reasons why it is felt that such action be taken.

Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the resolution.

D. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request in writing, a meeting by the Board. The complainant shall be advised, in writing of the Board's decision, no more than ten (10) days following the meeting. The Board's decision will be final on the matter and it will not provide a hearing to other complainants on the same issue.

Matters Regarding an Administrative Staff Member

Since administrators are considered members of the District's professional staff, the general procedure specified in "Matters Regarding a Professional Staff Member" shall be followed.

Matters Regarding the Superintendent or Treasurer

Should the matter be a concern regarding the Superintendent or Treasurer which cannot be resolved through discussion with the Superintendent or Treasurer, the complainant may submit a written request to the Board President for a conference with the Board. This request shall include:

- A. the specific nature of the complaint and a brief statement of the facts giving rise to it;
- B. the respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
- C. the reason that the matter was not able to be resolved with the Superintendent or Treasurer;
- D. the action which the complainant wishes taken and the reasons why it is felt that such action should be taken.

The Board, after reviewing the request, may grant a meeting before the Board, or a committee of the Board, or refer the matter, if permitted by State law, to an executive session.

The complainant shall be advised, in writing, of the Board's decision within thirty (30) business days.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy.

Matters Regarding a Support Staff Member

In the case of a support staff member, the complaint is to be directed, initially, toward the person's supervisor, and the matter then brought as required to higher levels in the same manner as prescribed for "Matters Regarding a Professional Staff Member".

Matters Regarding District Services of Operations

If the request, suggestion, or complaint related to a matter of District procedure or operation, it should be addressed, initially, to the building principal and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member".

Matters Regarding the Educational Program

If the request, suggestion, or complaint relates to a matter of District program, it should be addressed, initially, to the building principal and then brought, in turn, to higher levels of authority in the manner prescribed in "Matters Regarding a Professional Staff Member".

Matters Regarding Instructional Materials

The Superintendent shall prepare administrative guidelines addressing students' and parents' rights to be adequately informed each year regarding their ability to inspect instructional materials and the procedure for completing such an inspection. See AG 9130A and Form 9130 F3.

<https://www.boarddocs.com/oh/cwls/Board.nsf/Private?open&login#>

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This policy is an inclusion of the adopted selection policy of this Board and applies to materials as defined in Policy 2530, Selection of Instructional Materials A and B.

Informal Challenge Procedure

- A. All reasonable effort should be made to satisfactorily deal with the complaint informally between the complainant and the individual professional employee most affected.
- B. The complaint, whether oral or written, should be channeled to the affected professional employee who will notify his/her principal as soon as possible.
- C. After the initial challenge is lodged, a meeting will be established to be attended by the complainant, staff member and principal with the suggestion that all parties review the objectionable materials prior to the meeting if possible.
 1. The complainant shall be given the opportunity to elaborate on the objection and state specific concerns. School personnel should present rationale on the value and selection of the material in question.
 2. The goal of the meeting should be to promote better understanding and to suggest alternative solutions to the complaint, if possible, in an attempt to resolve the issue to the satisfaction of both sides.
 3. The principal will develop a written record of the complaint and its status at the conclusion of the meeting.
- D. If a solution is not reached informally and the complainant wishes to pursue his/her complaint, the principal shall advise the complainant of the procedure for formal challenge. A **Request for Reconsideration of Instructional Materials** form shall then be issued to the complainant and the principal shall notify the Superintendent of this action.

Formal Challenge Procedure

- A. Any resident or employee of the School District may formally challenge instructional materials (as defined in Policy 2530, Selection of Instructional Materials A and B) used in the District's educational program on the basis of appropriateness by initially completing the **Request for Reconsideration of Instructional Materials** form.
- B. Each school building and the District's central office will keep on hand and make available **Request for Reconsideration of Instructional Materials** forms. All formal objections to instructional materials must be made on this form.
- C. The **Request for Reconsideration of Instructional Materials** form shall be signed by the complainant and filed with the Superintendent or his/her designee.
- D. There can be no formal challenge unless the informal steps have been taken.
- E. In the event of a formal challenge, the Superintendent will notify the individual professional employee most affected within two school days.
- F. Within five (5) business days of filing of the form the Superintendent or designee shall establish a time for the meeting of the Reconsideration Committee to be held within ten (10) business days of the receipt of the Request for Reconsideration form by the Superintendent.
 1. The Reconsideration Committee shall be made up of six members:
 - a. two teachers designated by the Superintendent;
 - b. one member of the administrative staff designated by the Superintendent;
 - c. three residents of the community appointed by the principal's advisory councils and the P.T.O.
 2. The chairperson of the committee shall not be an employee or officer of the District. The secretary shall be an employee or officer of the District.

3. Notice of committee meetings shall be made public through appropriate publications and other communications methods.
4. The committee shall receive all Request for Reconsideration forms only from the Superintendent or designee of the Superintendent.
5. The procedure for the first meeting is as follows:
 - a. distribute copies of the Request for Reconsideration form to the committee members;
 - b. give complainant or group spokesperson an opportunity to talk about and expand on the Request for Reconsideration form;
 - c. the professional employee(s) affected by the complaint shall also be given the opportunity to explain their use of the challenged material;
 - d. distribute reputable, professionally prepared reviews of the material when available. These should be prepared by the professionals referred to above;
 - e. distribute copies of challenged material as available.
6. At a subsequent meeting interested persons may have the opportunity to share their views. The committee may request that individuals with special knowledge be present to give information to the committee.
7. The complainant shall be kept informed by the secretary concerning the status of his/her complaint throughout the committee reconsideration process. The complainant shall be given appropriate notice of such meetings.
8. At the second or a subsequent meeting, as desired, the committee shall make its decision in open meetings. The committee's final decision will be, (A) to take no removal action, (B) to remove all or part of the challenged material from the total school environment, or (C) to limit the educational use of the challenged material. The sole criteria for the final decision is the appropriateness of the material for its intended use. The written decision and its rationale shall be forwarded to the Superintendent for appropriate action, to the complainant and the appropriate school.
9. A decision to sustain a challenge shall not be interpreted as a judgment of irresponsibility on the part of the professionals involved in the original selection or use of the materials.
10. Requests to reconsider materials which have previously been before the committee must receive approval of a majority of the committee members before the materials will again be reconsidered. Every Reconsideration Request form shall be acted upon by the committee.
11. In the event of a severe overload of challenges, the committee may appoint a subcommittee of members or non-members to consolidate challenges and to make recommendations to the full committee. The composition of this subcommittee shall approximate the representation on the full committee. The subcommittee shall be chaired by a member of the full committee.
12. Committee members directly associated with the selection, use or challenge of the challenged material will be excused from the committee during the deliberation on such materials. The Superintendent may appoint a temporary replacement who shall be of the same general qualifications of that person excused.
13. The decision of the Reconsideration Committee may be appealed to the school Board, but until such appeal is upheld, the decision of the committee shall guide the actions of the Superintendent and other personnel affected by the decision.
14. The Board or Treasurer of the Board shall be notified by the complainant of the intent to appeal in writing within ten business days of the rendering of the committee's decision.
15. Special meetings may be called by the Superintendent to consider temporary removal of material in unusual circumstances. Temporary removal shall require a four-sixths (4/6's) vote of the committee.

Library Media

At times, objections to selection will be made by a member of the school community, despite the care taken to select materials for use by students and teachers, and the qualification of the person who selects materials. If there is a complaint concerning library/media materials, the following procedures shall be used:

<https://www.boarddocs.com/oh/cwls/Board.nsf/Private?open&login#>

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Initial Challenge Procedure

- A. All reasonable effort shall be made to deal satisfactorily with the complaint in an informal manner between the complainant and the individual media specialist.
- B. The complainant, whether oral or written, shall be channeled to the proper media specialist who will notify his/her principal.
- C. After the initial challenge is lodged, a meeting will be arranged to discuss the value and selection of materials, to promote better understanding, and to suggest alternative solutions to the complaint in an attempt to resolve the issue to the satisfaction of both parties.
- D. A written record of the meeting will be developed and filed in the principal's office at the conclusion of the meeting.
- E. If a solution is not reached through this procedure, the complainant shall be advised of the formal challenge procedure. A "Request for Reconsideration of Instructional Materials" form shall be issued. The principal and Superintendent shall be notified of this action.

Formal Challenge Procedure

- A. Any resident or employee of the School District may formally challenge materials housed in the library/media centers.
- B. Each office and library/media center will keep on hand and make available "Request for Reconsideration of Instructional Materials" forms.
- C. No formal challenge may be made unless the initial challenge procedure has been taken.
- D. Within ten (10) business days of the filing of the form, the District Library committee shall meet to consider the reconsideration request. The District library committee shall be appointed by the Superintendent.
- E. The procedure for the first meeting is as follows:
 - 1. Distribute copies of the "Request for Reconsideration:" form to the committee members.
 - 2. Give complaint or group spokesperson an opportunity to talk about and to expand upon the request for reconsideration.
 - 3. The library/media specialist affected by the complaint shall also be given the opportunity to explain his/her use of the challenged resource. Professionally prepared and reputable reviews of the material in question shall be distributed. Copies of the challenged material also shall be distributed, as available.
- F. At the second, or a subsequent meeting, as needed or desired, the committee shall make its decision in open meeting. The committee's final decision will be:
 - 1. to take no removal action;
 - 2. to limit the educational use of the material;
 - 3. to remove all or part of the challenged material from the school environment.

The sole criteria for the final decision is the appropriateness of the material's intended use. A written decision and its rationale shall be forwarded to the principal.
- G. The person filing the formal reconsideration request shall be informed of the committee's decision.
- H. Committee members directly associated with the selection, use or challenge of the challenged material will be excused from the committee during its deliberation of such material. A temporary replacement can be named to replace the excused member at the discretion of the Superintendent.
- I. A decision to sustain a challenge shall not be interpreted as a judgment of irresponsibility on the part of the professionals involved in the original selection of the material.

- J. The decision of the District library committee may be appealed to the school Board but until such appeal is upheld, the decision of the committee is the decision of record.
- K. The Board or Treasurer of the Board shall be notified by the complainant in writing of the intent to appeal within twenty (20) business days of the committee's decision.

The Superintendent shall forward the request, the committee's minutes relating to the matter, and the item at issue to the Board, if these materials have not already been forwarded to the Board.

The Board, after reviewing the material relating to the case, including the decision of the committee below, may grant an opportunity for the complainant to be heard before the Board. The complainant and any other person who desires to present to the Board shall be required to sign the register and shall be limited to five (5) minutes per person, both in accordance with the Board's Policy 9170 on public participation at meetings. The Board shall act in open session upon the complaint and in its resolution shall state the reasons for its action. No challenged material may be removed solely because it presents ideas that may be unpopular or distasteful to some, but removal may be permissible if based on excessive vulgarity or educational suitability. The focus must be on the appropriateness of the material for its intended use.

The Board's decision will be final on the matter, and it will not provide a meeting to other complainants on the same issue. The complainant shall be advised in writing, of the Board's decision, no more than thirty (30) business days following the Board's action.

If the complainant contacts an individual Board member to discuss the matter, the Board member shall inform the complainant that s/he has no authority to act in his/her individual capacity and that the complainant must follow the procedure described in this policy.

No challenged material may be removed solely because it presents ideas that may be unpopular or offensive to some. Any Board action to remove material will be accompanied by the Board's statement of its reasons for the removal.

Revised 4/90
Revised 2/10/97

Last Modified by Laura miller on April 5, 2017.

ADDENDUM H

MEMORANDUM OF UNDERSTANDING – COUNSELOR EVALUATION

A. PURPOSE

The purposes of counselor evaluation are:

1. To serve as a tool to advance the professional learning and practice of counselors individually and collectively in a school district.
2. To support students in personal/social growth, college and career readiness, and academic support.
3. To assist counselors and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and growth.

B. APPLICATION

1. Counselors who receive an overall summative rating of accomplished on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.
2. Counselors who receive an overall summative rating of skilled on his or her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any one year that such counselor is not formally evaluated.
3. Counselors who receive an overall summative rating of:
 - a. Ineffective, will be evaluated the following year.
 - b. Developing, will be evaluated the following year.
4. Counselors who provide a letter of intent to retire and are approved by the Board of Education by December 1st will not be evaluated during that school year.

5. Counselors who have been on approved leave for fifty percent (50%) of the work days in a year may choose to not be evaluated.
6. If Ohio Revised Code changes the frequency of required evaluations and/or observations to less than the current amount, then the school year following the effective date of change, the district will convert to the minimum amount of evaluations and/or evaluations as required. An administrator may choose to conduct more observations than required.

C. **CRITERIA FOR ASSESSING COUNSELOR PERFORMANCE**

1. School counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for School Counselors*.
2. All results and conclusions of an assessment of a counselor's performance shall be documented and supported by evidence, defined by the OSCES process.
3. All monitoring or observation of the work performance of a counselor shall be conducted openly and with full knowledge of the counselor.

D. **OBSERVATIONS DURING AN EVALUATION YEAR**

Observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

1. Schedule of Observations
 - a. A minimum of two (2) formal observations shall be conducted, the first at a mutually agreed upon time. There shall be at least one (1) work week between formal observations. The first observation will occur prior to the end of first semester and the second occurring prior to April 30th, unless mutually agreed upon between the counselor and evaluator. The observation shall not occur the day prior to the following: Thanksgiving, Christmas, Spring break, or when the employee has had an approved extended absence, including but not limited to maternity/paternity/adoption leave, unless mutually agreed upon.
 - i. In addition, the evaluator will indicate a counselor performance rating based on the combination of each observation/walkthrough sequence to provide the counselor with timely feedback on his/her performance.

E. **OBSERVATION CONFERENCE**

1. All scheduled observations during the school year shall be preceded by a conference between the evaluator and the counselor prior to the observation, unless waived. At this meeting, the counselor and administrator will discuss the content of the pre-observation form and the counselor shall be given the opportunity to provide evidence for the standards.
2. A post-observation conference shall take place within ten (10) working days following the formal observation, unless mutually agreed upon or extenuating circumstances. Counselors shall be given the opportunity to provide evidence for the standards. At the post-observation conference counselors shall be provided one (1) area of reinforcement and one (1) area of refinement and an initial overall rating for that observation.
3. A counselor may request all paperwork, including any notes of the classroom observation within ten (10) days of the post-conference for each observation.
4. A counselor shall have ten (10) days to provide additional evidence for the current observation after being given the paperwork following the post-observation conference.
5. A counselor shall have ten (10) days to provide additional evidence for the current evaluation cycle after receiving the final summative rating of counselor performance paperwork.
6. A counselor may submit a written rebuttal if in disagreement with their performance rating. The rebuttal shall be submitted to the assistant superintendent within (10) days of receiving the rating. The assistant superintendent will review and respond to the rebuttal within (10) days of receipt. The rebuttal will be placed in counselor's personnel file.

F. **WALKTHROUGHS**

1. A walkthrough is a formative assessment that focuses on one (1) or no more than two (2) of the standards and/or areas of refinement.
2. The walkthrough shall consist of not more than fifteen (15) consecutive minutes in duration.
3. The counselor shall be provided feedback through eTPES no later than two (2) work days following the walkthrough and the evidence will be shared at the post conference.

4. Walkthroughs shall not unnecessarily disrupt and/or interrupt the learning environment.

G. **EVALUATORS**

The person who is responsible for assessing a counselor's performance shall be:

1. The counselor's building administrator or superintendent/designee.
2. In the event a counselor performs work under the supervision of more than a single building administrator, one building administrator shall be designated as the evaluating administrator.
3. In assessing a counselor's performance, evaluators will not violate ORC 4112.02 and/or Association's membership or activism.
4. The evaluator will be certified before beginning an evaluation as required by the state.
5. The evaluator shall not be a bargaining unit member.
6. The evaluator shall be licensed and recredentialed before beginning an evaluation.

H. **ORIENTATION OF COUNSELORS DURING AN EVALUATION YEAR**

1. Not later than September 15th, each counselor shall be notified in writing of the intent to evaluate and the name and position of his/her evaluator.
2. 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:
 - a. An unforeseen emergency arises, and a new evaluator must be chosen, with the mutual agreement of the Association President or Co-Presidents and the Superintendent.
3. A counselor newly employed or one reassigned after the beginning of the work year shall be notified by the evaluator of the evaluation procedures in effect. Such written notification shall be within two (2) weeks of the first day in a new assignment.
4. In the event a bargaining unit member has a conflict or in disagreement with the evaluator who conducted his/her most recent evaluation cycle, the bargaining unit member may request a different evaluator. The process will be:
 - a. Unit member will contact CWEA

- b. CWEA will contact building administrator
- c. If not resolved at building level, CWEA will contact Assistant Superintendent.
- d. If not resolved with Assistant Superintendent, it will be addressed at Issues Council

I. **SCHEDULE OF EVALUATION**

- 1. For those counselors who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal must have at least three (3) formal observations and be conducted annually by May 1. See Master Agreement Article III: Unit Member Conditions #3c Non-Renewal of Contract.
- 2. The evaluation cycle shall be completed no later than May 1, and the counselor being evaluated shall receive results of said evaluation cycle through eTPES, including the determined final summative rating of counselor effectiveness by May 10.
- 3. No counselor shall be evaluated more than once annually.

J. **FINALIZATION OF EVALUATION**

- 1. At the completion the evaluation cycle, and no later than May 10th, a conference may be held between the counselor and the evaluator to enter the final summative rating of counselor effectiveness.
- 2. The following will be placed in member permanent files: Final Summative Rating of Counselor Effectiveness from eTPES, professional growth plan OR improvement plan.
- 3. The bargaining member can attach additional information to their final summative rating of counselor effectiveness.
- 4. The Principal or Superintendent shall make a final recommendation for the purpose of contract renewal as required by ORC.

K. **PROFESSIONAL GROWTH PLANS**

Will be completed annually for the following counselors:

- 1. Counselors who receive a final summative rating of counselor effectiveness as accomplished and counselors who receive a final summative rating of counselor effectiveness as skilled or developing who have expected or above expected growth will complete professional

growth plans including during years they are not evaluated. Professional growth plans will be due to the evaluator by September 15 of the following school year.

L. **IMPROVEMENT PLANS**

Improvement Plan:

1. Counselors will be placed on an Improvement plan in the following circumstances
 - Receive a final summative rating of counselor effectiveness of ineffective
2. Counselors may be placed on an Improvement plan in the following circumstances
 - when data is below expected growth.
3. A counselor on an improvement plan may request the assistance of an instructional coach. All instructional coaches shall be unit members and not administrators.
4. Improvement Plans will be submitted to building principal one week prior to the first teacher work day and finalized within the first full student week.

M. **INSTRUCTIONAL COACHES**

1. The instructional coach shall not have a formal evaluation role.
2. The coach's role is to support the growth of the educator through formative tools and practices.
3. An instructional coach shall not be requested or directed to make any recommendation regarding the continued employment of the counselor and their activities are not part of the evaluation process.
4. No instructional coach shall be requested or directed to divulge information from the written documentation or confidential instructional coach/mentee discussions.
5. All interaction, written or oral, between the instructional coach and the counselor shall be regarded as confidential.

N. **STATUTE CHANGES**

1. Except as otherwise indicated in this Article, in the event legislative action by the Ohio General Assembly occurs at or after this Negotiated Agreement becomes effective, that impacts counselor evaluations, and that requires modification to this Negotiated Agreement to conform to the new statute, the parties to this Negotiated Agreement shall meet and

discuss this topic to determine whether adjustments are appropriate during the term of this Negotiated Agreement.

O. **DEFINITIONS**

1. **Day**

As used in this Article, days means days when school is in session unless the teacher or administrator is absent during that observation or evaluation timeframe. If the teacher or administrator is absent the timeline will be extended by the number of days absent.

2. **Electronic Teacher and Principal Evaluation System (eTPES)**

The electronic system used by the district to report to ODE aggregate final summative counselor evaluation ratings.

3. **Evaluation Cycle**

The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

4. **Evaluation Factors**

The multiple measures that are required by law to be used in the school counselor evaluation procedure, including performance on all six (6) areas identified by the standards and the ability to produce positive outcomes using student metrics selected by the Board. School counselors will receive a score in each of the six standards and the student metrics, which shall be weighted equally (1/7 of the final summative score).

5. **Evaluation Framework**

The means the standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with R.C. 3319.113.

6. **Evaluation Instrument**

The forms used by the **counselor's** evaluator. The forms are located in Appendix H to this Negotiated Agreement.

7. **Evaluation Procedure**

The procedural requirements set forth in this Negotiated Agreement to provide specificity to the statutory obligations established under Sections 3319.113 of the Ohio Revised Code and to conform to the framework for

the evaluation of school counselors developed under Section 3319.113 of the Ohio Revised Code.

8. **Evaluation Rating**

The final summative evaluation rating that is assigned to a school counselor pursuant to terms of the negotiated agreement.. The summative evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of student metrics. Each completed evaluation will result in the assignment of one of the following evaluation ratings to the counselor: Accomplished, Skilled, Developing, or Ineffective.

9. **Instruction Coach**

Unit member who works collaboratively supports a member in their practice and their activities are not part of the evaluation process.

10. **OSCES**

Stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

11. **Reinforcement**

Areas of success.

12. **Refinement**

Areas needing further support

13. **Student Metrics**

The locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

ADDENDUM I
MEMORANDUM OF UNDERSTANDING – SUPPLEMENTAL STUDY COMMITTEE

MEMORANUM OF UNDERSTANDING
Regarding Supplemental Contracts

This Memorandum of Understanding is between the Canal Winchester Local School District Board of Education (the “Board”) and the Canal Winchester Education Association (“CWEA”).

The Board and CWEA agree to form a committee to review all supplemental contracts with the committee to begin work during the 2017-18 school year. The committee shall prepare a report and recommendations by December 31, 2018, for implementation no later than the 2019-20 school year.

The committee shall be made up of three CWEA members appointed by the CWEA Co-Presidents and three district administrators appointed by the Superintendent.

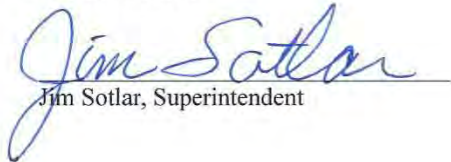
AGREED:

For the CWEA:



Karla Cherwinski, CWEA Co-President

For the Board:



Jim Sotlar, Superintendent

12455710v1

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