

NEGOTIATIONS AGREEMENT

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BETWEEN THE

COPLEY TEACHERS ASSOCIATION

AND THE

COPLEY-FAIRLAWN BOARD OF EDUCATION

EFFECTIVE AUGUST 1, 2022
THROUGH JULY 31, 2025
With Option for Extension
August 1, 2025 – July 31, 2026

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ARTICLE 1. RECOGNITION

1.01 RECOGNITION

1.011 The Board of Education of the Copley-Fairlawn City School District ("Board") recognizes the Copley Teachers Association ("Association"), OEA/NEA, as the sole and exclusive bargaining representative for members of the bargaining unit, which includes all regularly employed, full- and part-time classroom teachers, special teachers, guidance counselors, gifted coordinators, speech and hearing therapists, librarians under contract with the Board, long-term substitute teachers and excludes specifically all employees of the Board whose contracts are issued in accordance with Ohio Revised Code 3319.01 and 3319.02, casual substitute teachers, pre-school teachers employed through the Educational Service Center or other third party provider and noncertified employees.1

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

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

1.014 Long Term Substitutes

A. Long-term substitutes are defined as substitute teachers placed in one assignment for more than sixty (60) days. Long term substitutes may be utilized to fill positions that are open due to approved leaves of absence.

B. The duration of employment of long-term substitutes shall be for the period specified upon employment and shall automatically expire at the end of that term without action by the Board or further notice to the teacher.

C. Neither the provisions of Article 5, Reduction in Force, nor the provisions of Section 3319.17, Ohio Revised Code shall apply to

1 In addition, the Board will not exceed the current staffing level of 6 Intervention Aides employed through the ESC in any contract year (the current composition is 3 "K-Plus" Aides and 3 Intervention Aides/other, which may change as long as the total number is not exceeded). Should the Board determine to add instructional aide positions beyond that number, such positions will be in the bargaining unit and those positions will be paid in accordance with the contractual provision for tutors.

long-term substitutes, whose contracts may be suspended at any time without recourse as the needs of the Board so dictate.

D. The provisions of Section 3319.11, Ohio Revised Code shall not apply to long-term substitutes.

E. Long term substitutes will be informed of their status upon employment.

F. Beginning with the 61st day of employment, Long-term substitutes shall be placed on the BA-0 step of the salary schedule.

G. If the employment of a long-term substitute extends beyond one year, the long-term substitute shall be advanced to the next step of the pay scale, assuming that they worked a minimum of one hundred twenty (120) days of at least three and one-half (3 ½) hours per day in the prior year.

H. To the extent that the provisions of this Article conflict with the Ohio Revised Code, they shall supersede and replace same. Except as otherwise specified above, nothing herein shall be deemed to affect the rights and benefits of long-term substitutes available under this Agreement and law.

ARTICLE 2. BARGAINING PROCEDURE

2.01 BARGAINING TEAM

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

2.02 SCOPE OF BARGAINING

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

2.03 BARGAINING TIMELINE

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

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

2.033 At the initial negotiations session, the Board and the Association will notify the State Employment Relations Board (SERB) of the commencement of negotiations and of the parties' agreement that the impasse procedures identified in this Contract will be exclusively employed in place of procedures found in Ohio Revised Code 4117.10 and 4117.14.

2.04 AGREEMENT

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

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

2.05 IMPASSE

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

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

2.06 MISCELLANEOUS

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

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

2.063 Submission of Issues: Unless an alternative bargaining process is selected by the mutual agreement of the parties, all issues proposed for negotiations shall be submitted in contract proposal form and exchanged by the parties at the initial meeting. Topical listings ("laundry list") shall constitute a clear failure of compliance with this requirement and may be

disregarded. No new issues shall be submitted after the initial meeting unless mutually agreed to by the parties.

2.064 Assistance: The parties may call upon professional or lay consultants to consider matters under discussion and to make suggestions. The cost of such consultants shall be borne by the parties requesting them. The party seeking to use the consultant shall advise the chief negotiator for the other team of the identity of the consultant and the subject to be addressed at least twenty-four (24) hours in advance of the consultant's appearance at a negotiation session.

ARTICLE 3. GRIEVANCE PROCEDURE

3.01 DEFINITIONS

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

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

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

"Days" shall be regular working days.

3.02 PURPOSE AND OBJECTIVES

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

3.03 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

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

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

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

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

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

3.036 Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

3.037 Nothing in this Contract shall bind the Association from exercising discretion in resolving to pursue or not to pursue a grievance at any step of the grievance procedure. A grievance may be withdrawn at any step of the grievance procedure without prejudice.

3.038 Any dispute which is the subject of a grievance is to be resolved through the grievance procedure of this Agreement.

3.04 TIME LIMITS

3.041 The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.

3.042 If any grievance is not initiated at Level One within twenty (20) days after the grievant knew or reasonably should have known of the event or condition upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. However, if a condition is recurring, the twenty (20) day time limit will be measured from the most recent occurrence.

3.043 With the exception of Level Four, all grievances must be appealed to the next step within ten (10) days. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

3.05 PROCEDURE

3.051 Level One: Informal Discussion -- A professional staff member with a grievance should first discuss it with his/her Immediate Supervisor or Principal, either individually or with a representative, to try to prevent it from becoming a formal grievance entailing the use of the following procedure. The staff member shall inform the Immediate Supervisor or Principal at this meeting that he/she is pursuing the informal stage of the grievance procedure.

3.052 Level Two: In the event the informal discussion has not resolved the issue, and an aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may, within ten (10) days after the Level One meeting with the Immediate Supervisor or Principal, formally submit the grievance to Level Two by utilizing the written grievance form (Appendix F).

Within ten (10) days after receipt of the Level Two grievance, the Principal shall convene a hearing. Participants at the hearing shall include the Principal/Administrator, grievant, Association representative, and any other person who may be able to provide further information to resolve the grievance. The Principal/Administrator shall render to the grievant a written decision by utilizing the written grievance disposition form (Appendix G) within ten (10) days from the close of the hearing, with a copy to the Association.

3.053 Level Three: In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within ten (10) days, file the grievance at Level Three.

The Superintendent/designee will, within ten (10) days, conduct a hearing concerning the grievance. Participants at the hearing shall include the Superintendent/designee, Principal/Administrator, grievant, Association representative, and any other person who may be able to give information to help resolve the grievance. Within ten (10) days from the close of the hearing, the Superintendent shall issue a written decision to the grievant, with a copy to the Association.

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

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

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

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

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

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted to him/her or to submit observations or declarations of opinion which are directly essential in reaching the determination. If an issue of arbitrability is raised, the arbitrator shall first determine whether the grievance is arbitrable before deciding the merits of the case.

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

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

3.06 MISCELLANEOUS

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

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

ARTICLE 4. ASSOCIATION RIGHTS

4.01 EXCLUSIVE ORGANIZATIONAL RIGHTS

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

4.02 USE OF SCHOOL FACILITIES

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

4.03 USE OF SCHOOL EQUIPMENT

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

4.04 BULLETIN BOARDS

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

4.05 BUILDING ACCESS

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

4.06 USE OF INTERSCHOOL MAIL SYSTEM

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

4.07 USE OF TEACHERS' MAILBOXES

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

4.08 ASSOCIATION DUES

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

4.082 The Association recognizes its obligation to represent all members of the bargaining unit, fairly and equitably, whether or not they are members of the Association. The Association will keep the Board's Treasurer advised at all times of: (a) the amount of dues, and (b) the names of its members.

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

4.084 The Association agrees to hold the Board harmless in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of fees or dues; to indemnify the Board for

any liability imposed on it as a result of any such suit, claim, or administrative proceeding; to provide legal defense for the Board in any such suit, claim, or administrative proceeding; and to reimburse the Board for any and all expenses incurred by the Board in any such suit, claim, or administrative proceeding, including court costs. The Association shall designate counsel. The Board agrees to cooperate with the Association and its counsel in the defense of any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of fees or dues.

4.085 All monies from Association memberships shall be remitted to the Association's Treasurer in a timely manner.

4.09 DIRECT DEPOSIT AND OTHER DEDUCTIONS

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

4.091 Dues for the Local Education Association and its affiliates

4.092 Credit Union

4.093 Insurance Payments

4.094 The Fund – OEA PAC

4.095 Savings Bonds as per Treasurer's procedure

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

4.097 Such other deductions as determined appropriate by the Treasurer

4.10 ASSOCIATION LEAVE

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

4.11 SUPERINTENDENT'S ADVISORY COMMITTEE

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

4.12 MEMBER ACCESS

Upon request, the Association shall have access to all new employee orientation meetings with exclusive time to discuss union issues and membership.

Upon request, the Association shall have a designated time to address the staff at the conclusion all staff meetings.

ARTICLE 5. REDUCTION IN FORCE

5.01 Definitions

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

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

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

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

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

5.02 Reasons for RIF

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

5.021 Decreased enrollment of pupils, either District-wide or within a grade level or specific area of certification/licensure.

5.022 Return of a teacher from a leave of absence to a bargaining unit position.

5.023 Suspension of schools or territorial changes affecting the District.

5.024 Demonstrable budgetary considerations, including loss of funding from special programs or grants.

5.03 Implementation

5.031 If the Board determines a RIF situation may exist for the succeeding school year, the Association shall be notified in writing not later than thirty (30) days prior to the Board meeting at which action on such RIF is taken.

5.032 Such notification shall include reasons for the RIF, the positions to be eliminated, the names of the affected teachers, and the date of implementing the RIF.

5.033 Within ten (10) days of receipt of said notification, representatives of the Board and the Association shall meet to review the proposed RIF.

5.034 The Association may provide input to the Board in connection with its consideration of a RIF, in writing or by oral presentation, at the Board meeting at which such action is taken.

5.035 The Board shall act on or before June 1 to implement a RIF for the succeeding school year.

5.04 Effective Date of RIF

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

5.05 RIF List

The RIF list shall include the following:

Name of teacher

Limited or continuing contract

Date of seniority

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

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

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

5.06 RIF Determination Procedure

A. Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations. The application of the term "comparable" as applied to teacher evaluations, shall occur in accordance with the Board adopted, standards-based teacher evaluation policy defining that term.

B. For the transition period ending on July 31, 2016, comparable shall be defined in relation to the teacher's effectiveness rating as determined by the OTES teacher performance rubric as aligned to the Ohio Standards for the Teaching Profession and the student growth component will not be used as a determinant in making evaluation comparisons

for reductions in force. For this period, all ratings above "Ineffective" will be considered comparable. Thereafter, unless the parties agree otherwise, comparability will be determined in relation to the effectiveness ratings set forth in Ohio Revised Code Sections 3319.111 and 3319.112. However, for the 2016-2017 contract year, teachers ranked "skilled and developing" on their final summative rating will be deemed comparable for any reduction in force. Prior to the initiation of successor contract negotiations, the Evaluation Review Committee will make a recommendation to the parties on the issue of comparability for purposes of reduction in force.

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

5.061 If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

A. Comparable evaluations.

B. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.

5.062 Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers shall be reduced in the affected teaching fields (certification/licensure) utilizing the following order:

A. Comparable evaluations.

B. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.

5.063 Attrition: The need for a reduction in force and suspension of contracts in whole or in part may be eliminated or reduced by not replacing teachers leaving the employment of the Board due to resignation, retirement, or approved leaves of absence.

5.064 When choosing between teachers with comparable evaluations, if the position of a teacher in one "teaching field affected" is eliminated due to reduction in force, and the teacher in that position is also certified/licensed in another teaching field or fields, the teacher may move to the seniority list of any other area of his/her certification/licensure as long as the teacher reduced is displacing a teacher with a comparable evaluation. The least senior teacher in that area of certification/licensure shall then be the teacher whose contract is suspended.

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

5.065 If the full-time position of a teacher is eliminated due to RIF, and a part-time position in that same teaching field is available, the teacher whose full-time position is eliminated may elect to accept the part-time position. In that event, such teacher is not placed on the recall list. However, in the event a full-time position subsequently becomes available in that teacher's area of certification/licensure, the teacher who had accepted the part-time position shall have the right to transfer into the then available full-time position unless there is a more senior teacher, in the affected field, on the recall list so long as the decision to fill the full-time position is made as between teachers with comparable evaluations. Under these circumstances, if the recall list contains a teacher more senior in the affected field than the part-time teacher, the most senior of the two shall receive the full-time position. The other teacher in that teaching field shall be offered the part-time position.

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

5.07 RIF Notification

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

5.08 Rights While on Suspension

5.081 Right to Substitute

A. A member of the bargaining unit whose teaching contract has been suspended by reason of a RIF will be placed on the substitute rolls of the District. The Board will attempt to call first, for casual substitution, those teachers who have a right to an offer of reinstatement.

B. A member of the bargaining unit whose teaching contract has been suspended by reason of a RIF and who is certified/licensed for the position will be given preference in long-term substitute assignments.

C. The refusal of a teacher, whose teaching contract has been suspended by reason of a RIF, to accept an offer to substitute shall not waive his/her rights under Section 5.08 nor his/her right to preference in future assignments as a substitute.

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

5.083 Right to Have Additional Certification/Licensure Recognized: A teacher whose teaching contract has been suspended may file with the Board, additional certificates/licenses earned/received while on layoff status. In this event, such additional certification/licensure shall be recognized, and the teacher shall thereafter be eligible for recall in the teaching field of the new certification/licensure.

5.09 Offers of Reinstatement

5.091 Right to Reinstatement

A. A member of the bargaining unit whose continuing teaching contract is suspended shall have the right to an offer of reinstatement in any teaching field in which such member is certified/licensed prior to any offer of reinstatement to a similarly certificated/licensed teacher with a suspended limited teaching contract.

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

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

5.093 Reinstatement Procedure: Offers of reinstatement shall be made in order of seniority of those teachers with comparable evaluations in each area of teaching contract status.

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

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

A. The teacher's rejection of an offer of reinstatement to a full-time position.

B. The teacher's failure to accept such an offer within two (2) weeks of the date of its mailing.

5.10 Restoration of Benefits and Limited Teaching Contract

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

5.102 Limited Teaching Contract

A. Where a teacher has had a multi-year limited teaching contract suspended prior to its expiration and he/she is reinstated prior to the expiration of such contract, he/she shall hold a limited teaching contract for the remainder of the term of that contract.

B. Where a teacher is suspended at the expiration of a limited teaching contract or where such contract expires during a suspension and the bargaining unit member is subsequently reinstated, such reinstatement shall be on the basis of a limited teaching contract for one (1) year.

5.11 Preference for Positions

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

5.12 End of a RIF Situation

A RIF situation will end when:

5.121 All teachers laid off are returned to active employment; OR

5.122 No names remain on the recall list referred to above.

5.13 Seniority

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

A. Seniority shall begin to accrue from the first day worked in a bargaining unit position.

B. Seniority shall accrue for all time an employee is on active pay status or is receiving Workers' Compensation benefits.

C. Time spent on inactive pay status (unpaid leave or layoff), or time spent in the employ of the Board but in a non-bargaining unit position, shall not contribute to the accrual of seniority but shall not constitute a break in seniority.

D. Teachers shall accrue one (1) year of seniority for each year of service. A year of service shall consist of at least one hundred twenty (120) days, each of at least four (4) hours in paid status in a bargaining unit position (exclusive of supplemental duties or days of extended service for which a supplemental contract has been issued).

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

5.132 Seniority List

A. The seniority list shall be posted annually in each building within ninety (90) calendar days of the first day of school, and a copy provided to the Association President.

1. The names of teachers on the seniority list shall appear in seniority rank order within areas of certification/licensure, with the name of the most senior teacher appearing at the top of the listing and the name of the least senior teacher appearing at the bottom of the listing.

2. The names of teachers who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification/licensure.

3. Specialists in Art, H.P.E., Library Science, Vocal Music, Instrumental, and Special Education shall be K-12, if applicable.

4. The names of part-time teachers shall appear on the seniority list but shall be listed separately from the names of full-time teachers.

B. Any asserted errors in the posted list must be brought to the attention of the Superintendent within thirty (30) days of posting, otherwise the list is deemed correct as posted.

C. Ties in seniority shall be broken by the following method to determine the most senior teacher:

1. The teacher with the earliest date of uninterrupted employment in a bargaining unit position; THEN

2. The teacher with the earliest date on which the Board acted to employ that teacher; THEN

3. The date the teacher's application was received by the Board; THEN

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

5.14 Superseding State Law

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

ARTICLE 6. WORKING CONDITIONS

6.01 SCHOOL YEAR

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

A. Workdays with students; and

B. Workdays without students; and

C. Dates of Parent/Teacher Conferences in each school.

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

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

A. Days with students: one hundred seventy-eight (178) [including two (2) full days or four (4) half-days for Parent/Teacher Conference];

B. One (1) day for an opening staff meeting;

C. One (1) day devoted to teacher record preparation at the end of

each semester;

D. Three (3) in-service days.

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

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

6.02 SCHOOL DAY

6.021 The normal teacher day shall not exceed seven (7) hours and ten (10) minutes in all schools and shall include a thirty (30) minute duty-free lunch.

6.022 The starting times may vary from building to building, depending upon scheduling needs.

6.023 Teachers who do not have pre- and post-school assigned duties, which shall be assigned on a rotating basis, shall be on duty not less than ten (10) minutes before the beginning of the student day. The Building Principal may adjust the time before and after the student day to meet the particular requirements of each building, but the adjustment shall be no greater than plus or minus ten (10) minutes, and the combined time shall not extend the teacher day beyond seven (7) hours and ten (10) minutes.

6.024 LEARNING LAB/PROFESSIONAL LEARNING COMMUNITIES

Learning Lab period in the high school will be a non-instructional period for assistance and intervention as needed for students.

High School (9-12): Teachers will be assigned no more than five ((5) instructional periods and one (1) duty period and one (1) Learning Lab period or six (6) instructional periods and one (1) Learning Lab period per day. No High School teacher will be mandated to teach six (6) instructional classes per day in any given school year if he/she taught six (6) classes in each of the immediately preceding two (2) school years. Duty periods shall not constitute or be utilized as additional instructional periods. Efforts will be made to maintain class sizes at educationally acceptable levels. This does not apply to Vocational Education teachers.

6.025 Teaching personnel are encouraged to attend as many school-community oriented meetings as possible. Where parent/teacher organizations exist, strong teacher participation is encouraged.

6.026 Teachers shall not be required to attend more than three (3) evening programs/functions per year, in addition to regularly scheduled Parent/Teacher Conferences. Traveling teachers shall be required to

attend no more evening programs than those teachers assigned to a single building.

6.027 Except for activities related to Section 7.04 and 7.05, teachers shall be paid a stipend of thirty dollars ($30.00) for participation in any program(s) in which the teacher's participation/preparation is required by the Administration, above the requirements outlined in Section 6.025, above.

6.028 Except for activities related to Section 7.04 and 7.05, services by teachers on days or hours in addition to those established in the school calendar, related to or sponsored by the Board, are not a part of the teacher workload and shall be paid at the teacher's per diem rate. This does not apply to hourly paid curriculum or other work as specified in this Agreement, nor does it apply to calamity days on which teachers are not required to work.

6.029 Parent-Teacher conferences shall be scheduled as follows:

K through 8th Grade	Three (3) evening conferences in the Fall and one (1) evening conference in the Spring.
Preschool and Grades 9-through 12	Two (2) evening conferences in the Fall and two (2) evening conferences in the Spring.

6.03 SUBSTITUTE TEACHERS

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

6.04 PART-TIME TEACHERS

6.041 A part-time teacher is any teacher scheduled to perform bargaining unit work for less than thirty (30) hours per week. A K-6 teacher who teaches three and one-half (3½) hours, or a 7-12 teacher who teaches three (3) classes, shall receive a paid planning period prorated to the period of time they are scheduled to work.

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

6.05 CLASS SIZE

The Board of Education recognizes that class size can be an important factor in providing quality education and will continue, within budgetary limitations, to maintain class sizes which provide the best opportunities for students to develop their potential. Up to three (3) Association members, appointed by the CTA President will be a part of meeting(s) prior to the start of the school year to discuss enrollment and class size. Teachers experiencing challenging class sizes may request enrollment teaching assistants.

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

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

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

D. Middle School (Grades 7 and 8): Middle School teachers shall be assigned no more than five (5) instructional classes (or the equivalent thereof), one (1) planning and conference period, and two (2) duty/intervention periods, or six (6) instructional classes, one planning and conference period, and one (1) duty/intervention period. Every reasonable effort shall be made to keep all academic classes at a twenty-five (25) student maximum. Homeroom is not considered a duty or class. Teaming may be considered as intervention.

E. Teachers in grades K through 8 shall not be required to teach Art, Music, Physical Education, Foreign Language(s) or any other subjects for which they now have no responsibility which would require additional lesson plans.

F. Every reasonable effort shall be made to assign no more students to a class than may be accommodated by the available teaching facilities or work stations.

G. Every reasonable effort shall be made to avoid split-grade classrooms (i.e., 1-2, 2-3, etc.). If such a class is deemed necessary, efforts will first be made to staff the split class through a voluntary transfer.

H. Exceptions to the provisions of this Article may be made in the event that a new child(ren) moves into the District after the beginning of the school year, or if it is necessary to do so because of financial or physical facility considerations, or it is impractical to split the class or remove students. No grievance on class size may be filed before October 1.

I. Band and choral music shall be excluded from the class size limits set forth above.

J. For the provision of enrollment aides pursuant to Board policy, class composition, including the number and special needs of students on IEP's or 504 Accommodation Plans will be considered as additional factors in determining the assignment of such aides. Otherwise, in order for a special needs (IEP/504) child to be officially counted towards enrollment under that policy, the student must be in the teacher's room for over 50% of the time spent on curriculum during the school day.

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

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

6.06 ASSISTANCE FOR TEACHERS

6.061 In each elementary building, the Board shall provide aide time exclusively for bargaining unit members, as follows: Buildings with enrollments of four hundred (400) pupils or more shall be provided four and one-half (4½) hours per day; buildings with enrollments less than four hundred (400) pupils shall be provided three and one-half (3½) hours per day. The Middle School and High School shall be provided six (6) hours per day of aide time per building to be utilized as determined by bargaining unit members. In the elementary and Middle School buildings, this assistance shall be in addition to two (2) Playground Aides for all noon recesses and one (1) Lunchroom Monitor. Every reasonable effort will be made to continue to provide a CBE or other vocational business student, if available, to each of the K-4 buildings, primarily for teachers.

6.062 If a district-wide RIF becomes necessary under Section 5.024 of this Agreement, educational assistants may be RIF'ed or their hours may be reduced. The RIF of educational assistants shall be governed by the collective bargaining agreement between the Board and the non-teaching employees of the District. Any RIF under this Section shall be a part of a general reduction in personnel.

6.07 SPECIAL CLASS INSTRUCTION

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

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

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

6.08 TRAVELING TEACHERS

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

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

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

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

6.09 SPECIAL PROJECTS

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

6.10 SPECIAL EDUCATION TEACHER/STUDENTS

When placing special needs students in any classroom not identified as a special

education unit, consideration shall be given to the total number and nature of all students in that classroom. Consistent with state and federal law, and as set forth below, the classroom teacher will have the opportunity to discuss the IEP/504 plan of any special needs student assigned to his/her classroom with the Principal, special education teachers or other staff members who may be involved in the education of such special needs student, and when determined to be appropriate, will participate as a member of the IEP/504 team. The composition of IEP/504 teams and the scheduling of meetings for such teams will be in accordance with law.

6.101 Schedules for Teachers with Special Needs Students

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

6.102 Employees whose duties would be impacted by a student with an IEP/504 plan will continue to be provided an opportunity to participate in the development of the IEP/504 plan. Any employee so impacted will be provided a copy of IEP/504 plans and are encouraged to provide input relative to the successful educational programming of IEP/504 students. Such employees may also request that an IEP/504 team be convened, and, if determined to be appropriate, such meeting shall be scheduled in accordance with law.

6.103 The Board of Education shall provide supplementary aids and services that the IEP/504 team deems necessary to provide instruction, medical procedures and/or custodial care in a regular education environment.

6.104 Reasonable efforts will be made to notify affected certificated/licensed personnel in advance of the Board's request for any waiver from the State Department relative to special needs students.

6.105 Upon request and verification, teachers required to attend IEP/504 meetings held outside of or extending beyond the regular school day, will be compensated at the same rate paid for curriculum development.

6.106 The performance evaluation of certificated/licensed employees shall not include assessments relative to student attainment of short and/or long term goals of IEP/504 plans.

6.107 Decisions of IEP/504 teams are not grievable.

6.108 Scheduling Considerations:

A. For I.E.P. annual reviews, special education teachers/intervention specialists shall be provided with release time to prepare I.E.P. documents, not to exceed three (3) days. Duties performed during such release time shall be done on school grounds in a location that would provide an uninterrupted time in a designated workspace as determined by the building administrator. The ESL tutor(s) may be provided with release

time up to one (1) days per year. as determined by the Administration. Duties performed during such release time must be on school grounds. Additional release time may be provided upon request at the discretion of the Administration.

B. In addition, while the parties acknowledge the state and federally mandated attendance of teachers and tutors at I.E.P. conferences as members of the I.E.P. team, efforts will be made to provide an equitable distribution of teacher planning/conference period use for I.E.P. conferences and related meetings.

C. Every reasonable effort will be made to insure that the caseload for Intervention Specialists will be equitably distributed in regards to both the number of students and the number of IEP goals per student.

6.11 MEDICATION AND MEDICAL PROCEDURES

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

6.112 Medical Procedures: Teachers shall not be required to perform medical procedures on students, nor shall they be required to perform individualized therapy techniques.

6.12 SCHEDULES FOR TEACHERS SERVING ON COMMITTEES

Mandatory curriculum development or school related meetings, except those held under Article 6.14 or 6.15, will be scheduled during regular school hours unless additional compensation is provided. Additional compensation for mandatory meetings under this provision shall include a $30.00 per hour stipend, a pro rata reduction in required IPGP time, or compensatory time, at the employee's option. In any event, employees who are compensated as a Curriculum Development Coordinator under Article 8.016 shall not be eligible for additional compensation under this Article for curriculum-related meetings. Elective meetings may be scheduled at any time without additional compensation. Mandatory meetings for which additional compensation will be made are those pre-approved meetings which are held outside of school hours or on other than a school day.

ARTICLE 7. TEACHING DUTIES

7.01 EXTENDED SERVICE TEACHING DUTIES

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

7.02 PREPARATION TIME

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

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

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

7.03 TEACHER MEETINGS AND/OR INSERVICE MEETINGS

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

7.032 Except in emergency situations, there shall be no more than two (2) administration/management/in-service building meetings per month for teachers which extend beyond the normal school day for teachers. Except in emergency situations, no such meetings shall extend the teacher day by more than forty (40) minutes. This Section does not prohibit teachers from meeting voluntarily either with the Building Administrator or among themselves at times other than those provided in this Section.

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

7.034 Except in emergency situations, no mandatory meetings shall be scheduled on the day of an Open House or on a Conference or Record Day.

7.04 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Copley-Fairlawn City Schools Local Professional Development

Committee (CFCS-LPDC) shall be district-wide in scope and shall be the only committee of its type authorized to operate within the District.

7.041 The purpose of the LPDC is to oversee and review professional development plans for coursework, continuing education units, or other equivalent activities completed by educators within the district for renewal of certificates or licenses.

7.042 LPDC members shall be compensated at the rate equal to the rate paid for curriculum development.

7.043 Any changes in the LPDC By-Laws shall only be implemented upon approval of the CTA.

7.044 The LPDC process and/or the contents of a teacher's IPDP will not affect the formal evaluation process.

7.045 If an IPDP is denied for approval, the reason shall be given to the teacher. The LPDC shall meet no less than six (6) times per year. The teacher shall have the right to appeal the decision of the LPDC pursuant to the approved CFCS-LPDC By-Laws.

7.046 The content of the LPDC decision is not grievable; only the procedure may be grieved.

7.047 The LPDC shall not have the authority to adopt By-Laws in conflict with this Agreement.

7.05 RESIDENT EDUCATOR PROGRAM

7.051 Purpose

The purpose of the Resident Educator Program is to provide a program of support and formative assistance for teachers new to the profession. The program is designed to enhance the teacher's skills, keep the teacher in the District and assist them in achieving a five-year professional license. The Resident Educator Program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system.

7.052 Committee

A. A Resident Educator Committee comprised of the Resident Educator Program Coordinator (REPC) and the Lead Mentors from each building shall oversee the program as set forth herein.

B. The committee members shall be afforded the opportunity to attend ODE Resident Educator Program training.

C. The Resident Educator Program Coordinator (REPC) will serve as chairperson of the Committee. The purpose of the committee shall be the development, implementation and review of the District Resident

Educator Program and to make recommendations to the Superintendent for the selection of the Mentors. The Lead Mentor and Mentor positions will be posted, and bargaining unit members who are qualified may apply.

D. The Resident Educator Committee shall meet as often as the members deem necessary to complete their work. Lead Mentor shall be compensated according to Article 8.

E. Teacher members of the Committee shall have a minimum of five (5) years of teaching experience with preference to teachers with three (3) or more years of experience in the District.

7.053 Definitions

A. Resident Educator Program Coordinator (REPC)

The Resident Educator Program Coordinator shall coordinate the District's Resident Educator program. The REPC shall perform the duties set out in the ODE Guidelines. For the term of this contract, the REPC shall be the Assistant Superintendent or designee.

B. Mentor Teachers

1. Only current Copley-Fairlawn teachers who are bargaining unit members shall be Mentor Teachers. In addition:

2. The Mentor Teacher must have five (5) years of teaching experience, of which three (3) years have been in the District as a classroom teacher and preferably at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.)

3. The Mentor Teacher must be trained to act as a Mentor through the current Ohio Department of Education Resident Educator program or agree to be trained in the year of assignment as a Mentor Teacher.

4. Teachers selected to be mentors for the first time shall be provided the state required training.

C. Release Time

Each Mentor Teacher (Year 1 and Year 2) shall be granted up to two (2) days of release time per year for mentoring activities. Additional release time may be granted upon approval of the building principal. Facilitators (Year 3 and Year 4) may be granted release time with the approval of the building principal. Mentors and Facilitators will not be assigned more than two (2) Resident Educators.

D. Compensation

Mentors and Facilitators will be paid according to Article 8. Teachers who have already served as Mentors, Lead Mentors and Facilitators shall be given credit on the supplemental experience scale.

E. General Provisions

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

2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

3. No Mentor, Lead Mentor or Facilitator shall participate in the District's evaluation of any Resident Educator.

4. No Mentor, Lead Mentor or Facilitator shall be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.

5. No Mentor, Lead Mentor or Facilitator shall be requested or directed to divulge information from the written documentation or confidential Mentor/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher shall be grounds for immediate removal from his/her role as Mentor, Lead Mentor or Facilitator position.

6. At any time, if either the Building Principal or the REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the CTA President. They shall have the authority to terminate the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Mentor whose position is ended and/or any Mentor beginning an assignment after the start of the year will be paid in proportion to time served in that role.

7. All Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

8. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor or other teacher, with the exception of the Lead Mentors. Mentor Teachers may only disclose to the REPC whether or not the

Resident Educators have completed the various aspects of the program.

9. Mentor Training shall be offered every other year for teachers who are interested in being mentors.

ARTICLE 8. SUPPLEMENTAL CONTRACTS

8.01 SUPPLEMENTAL CONTRACTS

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

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

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

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

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

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

	Years Experience in this Position % of BA			
	0-2	3-5	6-8	9+
Quiz Bowl Head	9	11	13	15
Quiz Bowl Assistant	4	6	8	8
Intramurals	1	3	3	3
Band				
HS Head Band Director	17	19	21	23
HS Assistant Band Director	10	12	14	16
HS Marching Band Assistant Director	5	5	7	7
MS Head Band Director	7	9	11	13
HS Pep Band	2	4	4	4
HS Color Guard Advisor	2	4	4	4
HS Steel-Drum Band	2	4	4	4
Class Advisor				
Senior Class	7	9	11	13
Junior Class	3	5	7	7
Sophomore Class	3	5	7	7
Freshman Class	3	5	7	7
Media Communications				
A.M. Copley	2	4	4	4
Web Master – per building with webpage	2	4	4	4
Mentors				
Mentor (Year 1 and Year 2)	4	4	4	4
Lead Mentor	5	5	5	5
Facilitator (Year 3 and Year 4)	2	2	2	2
National Honor Society	2	4	4	4
Audio-Visual Support	2	4	4	4
Newsletter				
High School	2	4	4	4
Middle School	2	4	4	4
High School Newspaper	4	6	8	8
Speech - Communications				
Director of Forensics	9	11	13	15
Speech Coach	9	11	13	15
Assistant Forensics/Speech	4	6	8	8

	Years Experience in this Position % of BA			
	0-2	3-5	6-8	9+
Academic Competitions Coach	3	5	7	7
(eg., Spelling Bee, Geography Bee, Power of the Pen)				
Science Olympiad	6	8	10	12
Assistant Science Olympiad	3	5	7	7
Clubs				
Chess	2	4	4	4
Key Club	2	4	4	4
Builders Club	2	4	4	4
Copley Students United	2	4	4	4
Spirit Club	2	4	4	4
MS Drama	2	4	4	4
Model UN	2	4	4	4
GSA (Gender Sexuality Alliance) (MS and HS)	2	4	4	4
Art Club	2	4	4	4
Student Leadership				
High School	7	9	11	13
Middle School	4	6	8	8
WEB (Where Everybody Belongs)	4	6	8	8
Theatrics (Per Performance)				
Play Director	5	7	9	11
Music Director	5	7	9	11
Promotion	1	3	3	3
Set Design	1	3	3	3
Set Construction	1	3	3	3
Vocal Music				
High School	8	10	12	14
Middle School	2	4	4	4
Elementary	2	2	3	3
D.C. Trip Coordinator	2	4	4	4
Yearbook				
High School	6	8	10	12
Middle School	4	6	8	8
Animal Care	2	2	2	2
Athletics				
Assistant to Athletic Director (Middle School)	11	13	15	17
Baseball				
High School Head Coach	12	14	16	18
High School Assistant Coach(es)	9	11	13	15
9th Grade Head Coach	8	10	12	14

	Years Experience in this Position % of BA			
	0-2	3-5	6-8	9+
Basketball - Boys				
High School Head Coach	18	20	22	24
High School Assistant Coach(es)	12	14	16	18
9th Grade Head Coach	10	12	14	16
8th Grade Head Coach	8	10	12	14
7th Grade Head Coach	8	10	12	14
Basketball - Girls				
High School Head Coach	18	20	22	24
High School Assistant Coach(es)	12	14	16	18
9th Grade Head Coach	10	12	14	16
8th Grade Head Coach	8	10	12	14
7th Grade Head Coach	8	10	12	14
Cheerleader (per season-Winter/Fall)				
Head Cheerleader Coach	8	10	12	14
Assistant Cheerleader Coach	4	6	6	6
9th Grade Coach	4	6	6	6
Middle School Head Coach (es)	3	5	5	5
Cross Country				
High School Head Coach	9	11	13	15
High School Assistant Coach(es)	6	8	10	12
Middle School Head Coach	6	8	10	10
Football				
High School Head Coach	19	21	23	25
High School Assistant Coach(es)	13	15	17	19
9th Grade Head Coach	11	13	15	17
Football (continued)				
9th Grade Assistant Coach	10	12	14	16
Middle School Head Coach	9	11	13	15
Middle School Assistant Coach	8	10	12	14
Golf – Boys				
High School Head Coach	8	10	12	14
High School Assistant Coach(es)	5	7	9	9
Golf - Girls				
High School Head Coach	8	10	12	14
High School Assistant Coach(es)	5	7	9	9
Soccer - Boys				
High School Head Coach	14	16	18	20
High School Assistant Coach(es)	9	11	13	15
9th Grade Head Coach	8	10	12	14

	Years Experience in this Position			
	% of BA			
	0-2	3-5	6-8	9+
Soccer - Girls				
High School Head Coach	14	16	18	20
High School Assistant Coach(es)	9	11	13	15
9th Grade Head Coach	8	10	12	14
Softball				
High School Head Coach	12	14	16	18
High School Assistant Coach(es)	9	11	13	15
9th Grade Head Coach	8	10	12	14
Swimming				
High School Head Coach	14	16	18	20
High School Assistant Coach(es)	8	10	12	14
Tennis - Boys				
High School Head Coach	8	10	12	14
High School Assistant Coach(es)	5	7	9	9
Tennis - Girls				
High School Head Coach	8	10	12	14
High School Assistant Coach(es)	5	7	9	9
Track - Boys				
High School Head Coach	12	14	16	18
High School Assistant Coach(es)	9	11	13	15
Middle School Head Coach	8	10	12	14
Middle School Assistant Coach	6	8	10	12
Track - Girls				
High School Head Coach	12	14	16	18
High School Assistant Coach(es)	9	11	13	15
Middle School Head Coach	8	10	12	14
Middle School Assistant Coach	6	8	10	12
Volleyball				
High School Head Coach	12	14	16	18
High School Assistant Coach	9	11	13	15
9th Grade Coach	8	10	12	14
8th Grade Coach	6	8	10	12
7th Grade Coach	5	7	9	11
Wrestling				
High School Head Coach	16	18	20	22
High School Assistant Coach	11	13	15	17
Middle School Head Coach	9	11	13	15
9th Grade Head Coach	9	11	13	15
Middle School Assistant Coach	8	10	12	14

	Years Experience in this Position			
	% of BA			
	0-2	3-5	6-8	9+
Weight Room Supervisor (1 per season)	3	3	3	3
Bowling				
High School Head Coach	8	10	12	14
High School Assistant Coach	5	7	9	9
Lacrosse (Boys and Girls)				
High School Head Coach	12	14	16	18
High School Assistant Coach(es)	9	11	13	15

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

Coaches who extend their practices/games for ten (10) work days (in this case, including Saturdays) after the completion of the regularly scheduled season shall receive an additional one percent (1%) of the base teacher salary.

Varsity athletic coaches whose team or player(s) qualify for the state tournament as defined by the Ohio High School Athletic Association state tournament calendar ("state championships") shall receive an additional one percent (1%) of the base teacher salary.

CURRICULUM COORDINATORS

	Years Experience in this Position			
	0-2	3-5	6-8	9+
Art (K-12)	4	6	8	8
Foreign Language (K-12)	5	7	9	11
Guidance (K-8)	4	6	8	8
Guidance (9-12)	4	6	8	8
Health (K-12)	4	6	8	8
Physical Education (K-12)	4	6	8	8
Library (K-12)	4	6	8	8
Music (K-12)	4	6	8	8
Vocational Business/Home Economics (7-12)	4	6	8	8
Technology (7-12)	4	6	8	8
Special Education (PreK-4)	3	5	7	7
Special Education (5-8)	3	5	7	7
Special Education (9-12)	3	5	7	7
Language Arts				
High School (9-12)	5	7	9	11
Middle School (7-8)	2	4	4	4
Middle School (5-6)	2	4	4	4
Primary School (K-4) (one per building)	3	5	7	7

	Years Experience in this Position			
	0-2	3-5	6-8	9+
Mathematics				
High School (9-12)	5	7	9	11
Middle School (7-8)	2	4	4	4
Middle School (5-6)	2	4	4	4
Primary School (K-4) (one per building)	3	5	7	7
Science				
High School (9-12)	5	7	9	11
Middle School (7-8)	2	4	4	4
Middle School (5-6)	2	4	4	4
Primary School (K-4) (one per building)	3	5	7	7
Social Studies				
High School (9-12)	5	7	9	11
Middle School (7-8)	2	4	4	4
Middle School (5-6)	2	4	4	4
Primary School (K-4) (one per building)	3	5	7	7

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

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

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

8.020 Any teacher who has entered into a supplemental contract and who is unable to complete the responsibilities of that contract shall forfeit the contract. In the case of forfeiture of a supplemental contract, the teacher forfeiting the contract may only be paid the pro rata portion of the contract for work completed and the remaining portion of the supplemental contract may be reissued with corresponding pro rated payment at the level of pay as determined by the individual filling such position.

ARTICLE 9. EVALUATION PROCEDURE

9.00 OTES

A. Standards Based Teacher Evaluation System

For OTES teachers, the District will utilize the Board's Standards-Based Teacher Evaluation System set forth in Appendix "P", which has been mutually developed by the parties. For OSCES employees, the District will utilize the Board's

Standards-Based School Counselor Evaluation System set forth in Appendix Q, which has been mutually developed by the parties. All matters contained within the System shall be considered grievable under the grievance procedure contained within this contract.

Any revisions to the Board's Standards-Based Teacher Evaluation System or School Counselor Evaluation System must be bargained prior to implementation to the extent required by law.

B. Evaluation Review Committee

The Evaluation Review Committee (ERC) will continue to review the OTES/OSCES process, monitor the evaluation process, provide professional development and support and make potential recommendations for changes.

1. Composition

The Committee shall be comprised of six (6) bargaining unit members appointed by the Association President representing each of the buildings and an additional teacher to represent specials, and four (4) administrators appointed by the Superintendent.

2. Operational Procedures

a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.

b. The Committee will develop the ground rules by which the Committee will operate.

c. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs.

d. All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.

e. The Committee will establish by mutual agreement a meeting calendar, tasks for the Committee to complete and timelines for the completion of specific tasks.

1) The ERC will also work to align the non-OTES/OSCES staff with the OTES/OSCES framework.

2) The ERC will also review the propriety/utility of targeted peer assistance for teachers on improvement plans. In doing so, the ERC may determine a need for a teacher to have a mentor. In that case, the mentor shall be paid at the "facilitator" rate pursuant to Article 8. The decision of whether or not to utilize peer assistance shall not be relevant as to any

subsequent employment issue with respect to any teacher.

3. Compensation

Any Committee work required outside of the work day will be paid at the rate of $30.00 per hour as approved by the Committee co-chairs. Release time for Committee work may be granted by the Superintendent upon recommendation of the co-chairs.

4. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

5. Committee Authority

The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

C. Building Evaluation Review Committees

The Building Evaluation Review Committees (BRC) will consist of three (3) CTA members per primary building and six (6) CTA members at the middle school and high school. The CTA member serving on the ERC will also represent their building on the BRC. The Committees will also include the building principal and/or assistant principal. The Committees will be chaired alternately by the building administration and a member of CTA. The primary purpose of the BRC is to monitor and offer suggestions as the new evaluation process proceeds within the building.

ARTICLE 10. NON-RENEWAL

10.01 DEFINITIONS

As used in this Section:`

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

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

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

10.02 GRANTING OF CONTINUING CONTRACTS

Teachers eligible for continuing service status in this School District shall be those teachers eligible under state law and/or regulations who within the last five (5) years have taught for at least three (3) years in the District, and those teachers who, having attained continuing contract status elsewhere in Ohio, have served two (2) years in the District and, the teacher must have on file with the Board by March 20th of the year of tenure eligibility, either:

A. A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or

B. A Professional Educator's license issued after October 29, 1996 and proof of either of the following:

1. If a Master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or

2. If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate of license.

3. A teacher holding a senior professional educator license, or a lead professional educator license issued under the licensure provisions of the ORC.

C. For bargaining unit members initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:

1. Holds a professional, senior professional or lead professional license;

2. Has held an educator's license for at least seven (7) years; and

3. Has completed either of the following:

a) If the bargaining unit member did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of course work in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;

b) If the bargaining unit member held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate course work in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.

10.021 Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and the teacher unless the Board by a three-fourths (¾) vote of its full membership, rejects the recommendation of the Superintendent. If the Board rejects by a three-fourths (¾) vote of its full membership the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed and the Superintendent makes no recommendation to the Board pursuant to 10.03 of this Article, the Board may declare its intention not to reemploy the teacher by giving the teacher written notice on or before the first (1st) day of June of its intention not to reemploy the teacher. If evaluation procedures have not been complied with pursuant to Article 9 of this Agreement, or the Board does not give the teacher written notice on or before the first (1st) day of June of its intention not to reemploy the teacher, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one (1) year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one (1) year unless he/she notifies the Board in writing to the contrary on or before the first day of June, and an extended limited contract for a term not to exceed one (1) year shall be executed accordingly. Upon any subsequent reemployment of the teacher only a continuing contract may be entered into.

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

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

10.03 EXTENDED LIMITED CONTRACT

10.031 The Superintendent may recommend reemployment of the teacher, if continuing service status has not previously been attained elsewhere, under an extended limited contract for a term not to exceed two (2) years, provided the Superintendent gives the teacher written reasons directed at the professional improvement of the teacher on or before the first (1st) day of June. Upon subsequent reemployment of the teacher only a continuing contract may be entered into.

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

10.033 The Board of Education shall not reject the Superintendent's recommendation made pursuant to 10.031 of this Article, of an extended limited contract for a term not to exceed two (2) years except by a three-fourths (¾) vote of its full membership. If the Board of Education rejects by a three-fourths (¾) vote of its full membership the recommendation of the Superintendent of an extended limited contract for a term not to exceed two (2) years, the Board may declare its intention not to reemploy by giving the teacher written notice on or before the first (1st) day of June of its intention not to reemploy the teacher. If evaluation procedures have not been complied with pursuant to Article 9 of this Agreement, or if the Board of Education does not give the teacher written notice on or before the first (1st) day of June of its intention not to reemploy him/her, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one (1) year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one (1) year unless he/she notifies the Board in writing to the contrary on or before the first day of June, and an extended limited contract for a term not to exceed one (1) year shall be executed accordingly. Upon any subsequent reemployment of the teacher, only a continuing contract may be entered into.

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

10.04 EMPLOYMENT OPTIONS FOLLOWING EXTENDED LIMITED CONTRACT

A teacher eligible for continuing contract status employed under an extended limited contract pursuant to 10.03 of this Article, is, at the expiration of such extended limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the salary schedule, unless evaluation procedures have been complied with pursuant to Article 9 of this Agreement and the Board, acting on the Superintendent's recommendation that the teacher not be reemployed, gives the teacher written notice on or before the first (1st) day of June of its intention not to reemploy him/her. A teacher who does not have evaluation procedures applied to him/her in compliance with Article 9 of this Agreement, or who does not receive notice on or before the first (1st) day of June of the intention of the Board not to reemploy him/her, is presumed to have accepted employment under a continuing contract unless he/she notifies the Board in writing to the contrary on or before the first day of June, and a continuing contract shall be executed accordingly.

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

10.05 LIMITED CONTRACT

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

Any teacher employed under a limited contract, and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, deemed reemployed under the provisions of this Section at the same salary plus any increment provided by the salary schedule unless evaluation procedures have been complied with pursuant to Article 9 of this Agreement and the Board, acting upon the Superintendent's written recommendation that the teacher not be reemployed, gives such teacher written notice of its intention not to reemploy him/her on or before the first (1st) day of June. A teacher who does not have evaluation procedures applied to him/her in compliance with Article 9 of this Agreement, or who does not receive notice of the intention of the Board not to reemploy him/her on or before the first (1st) day of June, is presumed to have accepted such employment unless he/she notifies the Board in writing to the contrary on or before the first day of July, and a written contract for the succeeding school year shall be executed accordingly.

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

10.06 EFFECT OF FAILURE TO MAKE RECOMMENDATIONS

The failure of the Superintendent to make a recommendation to the Board of Education under any of the conditions set forth in 10.02 through 10.05 of this Article, or the failure of the Board of Education to give such teacher a written notice pursuant to 10.02 through 10.05 of this Article, shall not prejudice or prevent a teacher from being deemed reemployed under either a limited or continuing contract as the case may be under the provisions of this Article. A failure of the parties to execute a written contract shall not void any automatic reemployment provisions of this Section.

10.07 RIGHTS UPON RECEIPT OF NOTICE OF NON-RENEWAL

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

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

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

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

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

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

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

Notwithstanding Section 2506.04 of the Revised Code, the court, in an appeal under this Section, is limited to the determination of procedural errors and to ordering the correction of procedural errors and shall have no jurisdiction to order the Board to reemploy a teacher, except that the court may order the Board to reemploy a teacher in compliance with the requirements of 10.02, 10.033, 10.04, or 10.05 of this Article when the court determines that evaluation procedures have not been complied with pursuant to Article 9 of this Agreement or the Board has not given the teacher written notice on or before the thirtieth (30th) day of April of its intention not to reemploy the teacher pursuant to 10.02, 10.033, 10.04, or 10.05 of this Article. Otherwise, the determination whether to reemploy

or not reemploy a teacher is solely the Board's determination and not a proper subject of judicial review and, except as provided in this Section, no decision of the Board whether to reemploy or not reemploy a teacher shall be invalidated by the court on any basis, including that the decision was not warranted by the results of any evaluation or was not warranted by any statement given pursuant to 10.072 of this Article.

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

10.08 NOTICES

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

A. Deliver the notice by personal service upon the teacher;

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

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

A. Deliver the notice by personal delivery to the office of the Superintendent during regular business hours;

B. Deliver the notice by certified mail, return receipt requested, addressed to the office of the Superintendent and deliver a copy of the notice by certified mail, return receipt requested, addressed to the President of the Board at his/her place of residence.

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

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

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

10.11 It is the intention of the parties that the provisions of this Article, to the extent that they do not conflict with the requirements thereof, shall supersede the provisions of R.C. 3319.11.

ARTICLE 11. PERSONNEL FILE

11.01 OFFICIAL FILE

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

11.02 ACCESS

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

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

11.023 In the event any person, other than an Administrator, the teacher's representative or members of the Board who are involved in considering a matter directly related to the teacher, seeks to review a teacher's personnel file, reasonable efforts will be made to notify the teacher and the Association President twenty-four (24) hours in advance of such review.

11.03 DISPUTED INFORMATION

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

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

11.033 Disciplinary documents in a teacher's personnel file shall be removed to a stale materials file upon request of the employee, if it is determined that the employee has not engaged in the same or similar conduct for a period

of not less than four (4) years from the date of the document in question.

ARTICLE 12. VACANCY, TRANSFER AND POSTING

12.01 Posting

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

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

12.02 Voluntary Transfers

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

A. The teacher wishing to transfer shall file a request in writing with the Superintendent.

B. As soon as practicable, but not later than July 10, the Superintendent or his/her designee shall notify the teacher requesting the transfer as to the disposition of the request. In acting on the request for transfer, the following criteria will be considered:

1. individual qualifications,
2. instructional requirements,
3. staff availability/experience mix.

C. In cases where more than one (1) teacher has requested to transfer to the same position and the criteria indicated in b.(1), (2), and (3), above, are considered by the Superintendent or designee to be equal, the preference in assignment or transfer shall be given to the teacher with the greatest number of years of service in the District.

12.03 Involuntary Transfers

12.031 Notice of an involuntary transfer reassignment will be given to teachers as soon as practicable, and, except in cases of emergency, not later than August 1. Teachers notified of involuntary transfer reassignment after July 10 may resign without endangering certification/licensure. Except in emergency cases, no primary school involuntary transfers shall be initiated prior to kindergarten registration.

12.032 An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent or designee, at which

time the teacher will be notified of the reason thereof.

12.033 Before implementing an involuntary transfer reassignment, the Superintendent will first consider the use of voluntary transfers and assess seniority within the affected building and/or applicable certification/licensure. The prime criteria for such transfers shall be the best interests of the students.

12.034 No teacher shall be involuntarily transferred three (3) years in succession.

12.04 Transfers

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

ARTICLE 13. LEAVES

13.01 SICK LEAVE

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

13.012 An employee is entitled to use accumulated sick leave only for the following reasons: personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family or for medical appointments related to adoption.

13.013 Illness or injury in the employee's immediate family shall mean an illness or injury with respect to the employee's spouse, parent, child, grandparent, grandchild, brother, sister, any person standing in the place of a parent, or other member of the immediate household. In connection with childbirth, sick leave may be accessed by members who must serve as a primary caregiver for an immediate family member. Bargaining unit members who do not meet these criteria may use available personal leave for such absence and, if exhausted, up to five (5) days of approved unpaid leave.

13.014 Death in the employee's immediate family shall mean the death of the employee's spouse, parent, child, grandparent, grandchild, brother, sister, any person standing in the place of a parent, or other member of the immediate household.

13.015 Employees may use up to two (2) consecutive days charged to sick leave for absences due to the death of a brother-in-law, sister-in-law, parent-in-law, aunt, uncle, daughter-in-law, son-in-law, stepparent, or stepchild.

13.016 Absence under Section 13.014, 13.015, shall not count against the bonus to be paid under provisions in Section 13.0191 below. Additional days may be granted at the discretion of the Superintendent.

13.017 Each teacher who has exhausted or each newly employed teacher who has not

accumulated sick leave days shall be credited with five (5) days of sick leave in a contract year. If any of these five (5) days of sick leave are used, they shall be deducted from any sick leave accumulated and any advance is to be repaid by the teacher's subsequent sick leave accrual within the contract year of the advancement. Advancements shall immediately be deducted from future accumulations and/or deducted from the employee's final check if the employee is no longer employed with the Board and has not accumulated enough for repayment of said advancement(s). Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from docking any such employee's pay and/or in taking appropriate disciplinary action for any unauthorized absence without approved leave. Bargaining unit members who have exhausted sick and other authorized leave must seek an unpaid leave from the Board pursuant to Ohio Revised Code Section 3319.13 to preserve a right to return to employment.

13.018 Deduction for absence shall be on a per diem basis using the actual number of days due.

13.0181 Each full-time bargaining unit member who completes a full school year without using any Sick Leave days or Personal Leave days shall be paid a bonus of four hundred dollars ($400.00); if only one (1) day or less of Sick Leave and/or Personal Leave is used, the teacher shall be paid a bonus of two hundred seventy-five dollars ($275.00); if only two (2) days or less of Sick Leave and/or Personal Leave are used, the teacher shall be paid a bonus of one hundred fifty dollars ($150.00). Each regular part-time bargaining unit member who completes a full school year shall receive the bonus provided in this Section, on a prorata basis (e.g. a teacher employed 4/9ths time receives 4/9ths of the above amounts. This bonus shall be included in the teacher's first pay in July.) Employees may not substitute "comp" time for a sick or personal day for purposes of the bonus provided herein. In order to receive payment, teachers must provide a signed verification form attesting to their eligibility for the bonus (See Appendix M). Falsification of the form is grounds for appropriate disciplinary action.

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

13.02 PERSONAL LEAVE

13.021 All regularly employed teachers shall be eligible for a maximum of three (3) days non-cumulative Personal Leave for each school year under contract without stating the reason in detail. Personal Leave days will be granted so long as the teacher confines his/her leave to those matters of urgent or emergency personal business which cannot be taken care of outside of regular school hours and which absences are not covered by other forms of leave,

including Sick Leave. Consecutive Personal Leave days will not be granted except with the prior approval of the Superintendent. Personal Leave may be taken in ½ day increments. Personal leave requests made during the last four (4) weeks of the school year will not be granted except in emergency situations as determined in the sole discretion of the Superintendent.

13.022 All regularly employed bargaining unit members may apply for one (1) additional day of Personal Leave to observe a religious holiday. Such a request shall be submitted to the Superintendent prior to September 1 of the school year during which it will be used along with the name of the bargaining unit member who will donate the Personal Leave day to the bargaining unit member.

Personal Leave shall be donated from one bargaining member to another in order to be used for a religious holiday.

This shall not be confused with a bargaining unit member's ability to use a Personal Leave for a religious holiday as outlined in 13.025

The donation of the personal leave day will not count against a donor's attendance bonus as outlined in 13.0181

13.023 If at all possible, the request for Personal Leave should be made in advance on forms provided for this purpose. Emergency requests may be made orally or by e-mail to the building administrator but should be followed by completion of a Personal Leave Request Form.

13.024 The Personal Leave Application Form may be obtained from any school office. When the employee applies to his/her Immediate Supervisor, he/she shall mark the general reason for the day of Personal Leave.

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

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

B. House Purchase -- move into another house or apartment; problems in movement of furniture; banking transactions involved.

C. Weddings -- family members or close friends.

D. Transportation of members of immediate family to or from college.

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

F. Special Awards -- attendance for presentation to members of the immediate family. Provided, however, "special awards" do not include

sales or promotional awards received by a bargaining unit member's spouse.

G. Emergencies -- in the home or car.

H. Personal Business -- any personal matter not included above.

I. Religious Holidays.

J. Other for good and sufficient reasons. If Personal Leave is taken for this reason, the reason must be stated on the back of the application for Personal Leave.

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

K. Hunting

L. Job interview to seek a new position; or other gainful employment

M. Vacation or pleasure trips

N. Helping a close friend or relative to move

O. Extension of a holiday, or vacation

13.026 On occasion, special circumstances may arise and teachers may wish to request personal leave for more than three (3) days or for reasons that would otherwise not be permitted based on the above criteria. Such requests shall be made to the Superintendent, who may grant additional days on a paid or unpaid basis or may deny the request. Decisions under this provision (13.025) are not subject to challenge under the grievance procedure.

13.027 Any unused Personal Leave days shall be added to accumulated Sick Leave at the conclusion of the respective school year.

13.028 Falsification of any personal leave form is grounds for appropriate disciplinary action.

13.03 PROFESSIONAL STUDY LEAVE

13.031 A Professional Study Leave of Absence is defined as a leave granted by the Board to the member of the bargaining unit for a period not to exceed one (1) school year, to permit the teacher to engage in professional study which will be mutually beneficial to the teacher and the District. At the discretion of the Board, a Sabbatical Leave may be granted for the purpose of strengthening or improving the instructional program of the District. If approved by the Board, such leave may be with part pay equal to the difference between the salary the teacher on leave would have earned (exclusive of extracurricular, extended time, or other supplemental forms of compensation) and the salary paid to the teacher employed as a replacement, or the BA column, 5th step salary, whichever is lesser.

13.032 Teachers who may apply for a Professional Study Leave shall be those who have been employed by the District for a minimum of six (6) consecutive years. Not more than one (1) teacher from any building will be granted a Sabbatical Leave in any one (1) school year. To be eligible for consideration for a Professional Study Leave, the applicant teacher must have displayed superior instructional competence and strong curriculum orientation and must have displayed recognized leadership in instructional and curriculum areas.

13.033 Not later than March 1 of the year in which the leave is to begin, a member requesting a Professional Study Leave shall submit to the Superintendent a written request along with a plan for professional growth. The plan for professional growth must include a minimum of twelve (12) semester hours per each semester of graduate study leave in the teacher's assigned instructional areas or another area acceptable to the Superintendent.

13.034 To be eligible for Professional Study Leave, the applicant must sign an agreement to return to service in the District for two (2) consecutive years following his/her return from Professional Study Leave. At the conclusion of the leave, the teacher must present evidence that the plan of professional growth submitted with the application was followed and successfully completed.

13.035 In the event a teacher who has been on a paid Professional Study Leave terminates his/her employment with the Board before the end of the two (2) year period following a return from such leave, a salary refund to the Board must be made proportional to the amount of service not actually rendered.

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

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

13.04 ASSAULT LEAVE

13.041 If, in the course of Board employment, a teacher is assaulted and the assault results in physical and/or serious psychological injury or disability to the teacher severe enough to preclude the satisfactory performance of regular teaching duties, upon request the teacher shall be granted a paid leave of absence for the period of incapacitation, not to exceed ninety (90) school days. Assault shall be defined as injury or disability inflicted upon an employee with or without a weapon.

13.042 A teacher shall not qualify for Assault Leave except upon submission of a report justifying Assault Leave, which report shall include a medical report from a physician stating the nature of the physical disability and its expected duration. The physician's diagnosis is subject to review by the Board, which reserves the right to a second medical opinion from a physician at Board expense.

13.043 Payment of Assault Leave shall be at the regular rate of pay (teacher's regular pay plus any extra duty, supplemental, and/or supplementary pay) in effect for such employee at the time of such assault. If the certified/licensed employee's absence resulting from assault is covered by Workers' Compensation, the Board shall provide the additional compensation that will provide the teacher with the same income he/she was receiving at the time of his/her assault. In the event a delayed award of Workers' Compensation results in a total combined payment to the teacher in an amount equal to or more than the teacher's normal per diem rate, the excess payment will be returned to the Board. To be entitled to Assault Leave pay, the employee must file charges against the person(s) perpetrating the assault and assist with the prosecution and/or discipline of the individual. This requirement can be waived at the discretion of the Superintendent in special circumstances only, such as where an assault is perpetuated by a special needs student and mitigating factors exist.

13.044 A teacher who has been assaulted in connection with the performance of the professional assignment of the Board shall notify the Building Principal. The teacher shall have the right to confer with a representative of the teacher's choice prior to the submission of any report. The teacher shall file a written report and the report shall be signed by the teacher or his/her representative.

13.045 The Principal or designated representative shall attempt to obtain a list of witnesses to said assault. The Principal shall then attempt to obtain a written statement of the observations of each witness.

13.046 If court action results, said teacher shall be granted leave of his/her professional duties with no loss of pay for necessary time in court provided the employee is not an adverse party to the District.

13.047 Additional days may be granted at the discretion of the Superintendent.

13.05 JURY DUTY LEAVE

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

13.06 EXTENDED ILLNESS LEAVE

13.061 A teacher unable to perform satisfactorily because of personal illness or an illness in the immediate family may be granted a leave of absence without pay for the remainder of the school year. Such leave may be renewed for an

additional school year if such extension is requested in writing not later than April 1.

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

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

13.07 PARENTAL LEAVE

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

13.072 Following the conclusion of any pregnancy-related disability; or in the event any teacher adopts a child; or, with respect to a father, following the birth of a child; the teacher may apply for permission to take Parental Leave. Requests for permission to take Parental Leave must be made at least twenty (20) days prior to the date on which the parental leave is to begin. Notification for leave in the case of adoption shall be given as soon as possible prior to receiving custody of the child. This leave may be shortened or extended by mutual consent between the bargaining unit member and the Superintendent or designee. Parental Leave shall be granted upon request, provided that the following conditions are met:

A. If Parental Leave is requested during the summer months when school is not in session, then the leave must extend for at least one (1) semester.

B. If Parental Leave begins during a school semester, then said leave must extend through the remainder of that semester. Following the completion of that semester, any additional Parental Leave must occur in semester increments, not to exceed three (3) additional semesters, but such leave must end at the end of a school year and not at mid-year semester.

C. Any and all Parental Leaves are without pay, and the teacher will not receive credit during the period of such leave for the purpose of advancement on the Salary Schedule.

D. The teacher must state specifically in writing at the time Parental Leave is requested, the length of such requested leave and the date on which the teacher will be available to return to work.

E. Parental Leave will not exempt a teacher from decisions regarding contract renewals relating to teacher appraisal and/or staff reduction under this Agreement. If Parental Leave is granted, and upon return of the employee from Parental Leave, he/she will be assigned to his/her prior position, if available, or a position as nearly equal to that which had been previously occupied.

F. Insurance benefits and other fringe benefits under this Agreement shall not apply during the period of a parental leave.

G. In the event a teacher does not return to work at the time indicated in his/her request for Parental Leave, said teacher will forego any right to reinstatement to a teaching position in the school system.

H. Parental leave shall also be given to a teacher who requests it in order to care for his/her parent.

13.08 MILITARY LEAVE

13.081 A unit member who is a member of a reserve component of the Armed Forces of the United States and/or the State of Ohio shall be granted leave of absence from his/her respective duties without loss of pay for such time as he/she is in the military service or field training or active duty for periods not to exceed one hundred seventy six (176) hours in any one (1) calendar year. Bargaining unit members called to active duty in the uniformed services for longer than a month in a calendar year are entitled to leave and pay as set forth in Ohio Revised Code Section 5923.05. The District and the employee shall continue to contribute to the State Teachers Retirement System (STRS) based on the amount of compensation actually paid to the employee during the military leave of absence, subject to any subsequent legislative enactment.

13.082 A unit member shall be granted a leave without pay when he/she leaves the employment of the Board and within forty (40) days thereafter enters the Armed Forces of the United States. A unit member shall be reemployed following such leave if application is made in writing within ninety (90) days of discharge, other than a dishonorable discharge, from active duty. Reemployment shall be under the same type of contract as was formerly held and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the beginning of the next semester. The Board of Education may suspend the contract of the teacher whose services become unnecessary by reason of the return of a teacher from service in the armed services or auxiliaries thereof in accordance with Article 5, Reduction in Force.

13.083 A unit member who will need to be absent during the summer term because of military responsibilities shall be ineligible to fill summer school vacancies.

13.084 For purposes of seniority and placement on the salary schedule, years of service in the armed forces are to be counted as though teaching service had been rendered during such time. However, sick leave is not accumulated during the period of military leave.

13.09 PROFESSIONAL LEAVE

13.091 Professional Leave of Absence may be granted annually to contracted staff for the purpose of attending workshops or other professional meetings each year.

13.092 The term "professional days" is not to include days when a teacher accompanies students to meetings, competitions, and the like.

13.093 The Board shall pay that portion of the pre-approved receipted expenses (including fees, meals, lodging, and transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions which have the advance approval of the Superintendent for the particular purpose of professional improvement to the school system and/or to the individual participating. Such authorization for attendance shall be upon approval by the Superintendent. The teacher shall receive his/her salary for those days he/she is absent from his/her assignment for such Professional Leave.

13.10 BENEFITS WHILE ON LEAVE

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

13.11 DONATION OF SICK LEAVE

13.111 If a member of the bargaining unit is currently absent for thirty (30) consecutive days or more due to a catastrophic or long-term illness or accident of the teacher, his/her spouse or minor child, and has exhausted all of his/her accumulated sick leave, another bargaining unit member may donate up to five (5) days of his/her accumulated Sick Leave to the absent teacher. The requirement of thirty (30) consecutive days absence may be waived in extraordinary circumstances at the discretion of the Superintendent. Teachers whose sick leave has been depleted by intermittent use shall not qualify for this benefit. Catastrophic or long term illness is not intended to include normal maternity leave and/or absence due to child birth. Employees seeking donation of sick leave for complications due to pregnancy and/or childbirth must provide, if requested, detailed medical information in support of any sick leave donation request.

13.112 No teacher may receive more than an aggregate of thirty (30) donated Sick Leave days in any one (1) school year.

13.113 Donation of Sick Leave days shall be initiated by a teacher on a form furnished by the Treasurer, no later than the pay period within which the Sick Leave of the absent teacher is exhausted.

13.114 Donated Sick Leave shall be added to the accumulated Sick Leave of the absent teacher and deducted from the donating teacher.

13.115 A teacher requesting donated sick leave shall notify the Superintendent and the Association in writing.

13.116 Notwithstanding 13.111 above, for disability associated with normal childbirth, a teacher may utilize donated sick leave for up to a maximum of six (6) weeks following births occurring on or before December 31, 2003, which period includes the teacher's use of accumulated sick leave, if any. Additional donation of sick leave beyond the six (6) week maximum shall be permitted only if such absence would otherwise qualify under this provision.

13.12 FAMILY AND MEDICAL LEAVE ACT(FMLA) LEAVE

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

13.121 Purpose: Eligible employees may take up to twelve (12) weeks of FMLA leave in any 12-month period as defined above for the following reasons:

A. The birth of the employee's child and to care for the child within one (1) year of the child's birth;

B. The placement of a child with the employee for adoption or foster care, and to care for the adopted child or foster child within one (1) year of the child's arrival;

C. The employee is needed to care for the spouse, child or parent of the employee when that family member has a serious health condition;

D. The employee's own serious health condition prevents him/her from performing the functions of his/her job.

E. any "qualifying exigency" that arises out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks

of unpaid leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.

13.122 Usage

A. The employee shall give the Board thirty (30) days notice when the need for leave is foreseeable; otherwise, the notice shall be given as soon as practicable. Employees requesting FMLA leave shall utilize forms available in the office of the Treasurer.

B. FMLA leave may be taken intermittently in accordance with law.

C. The Board is responsible for notifying employees that it intends to designate leave, paid or unpaid, as FMLA leave-qualifying.

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

13.13 UNAUTHORIZED ABSENCE

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

ARTICLE 14. EMPLOYMENT PRACTICES

14.01 INDIVIDUAL TEACHING CONTRACTS

A contract or salary notice shall be issued to each member of the bargaining unit no later than July 1 of each work year for the following work year. The contract or salary notice shall contain the following information:

14.011 Names of parties;

14.012 Term of contract, type of contract (limited or continuing);

14.013 Annual salary;

14.014 Number of days required for that particular work year;

14.015 Building assignment;

14.016 The statement: "The Master Contract negotiated between the Association and the Board is herein incorporated by reference."

14.017 When an employee receives a contract under this provision, the contract must be signed and returned to the Treasurer within 20 calendar days. After 15 days, if the contract has not yet been signed and returned, the Treasurer will provide notification to the teacher, in writing, that the 20 calendar day deadline is approaching. If the contract is not signed and returned within the 20 calendar days, the employee will be deemed to have resigned and relinquished his/her employment with the District.

14.02 SALARY PLACEMENT AND ADJUSTMENT

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

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

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

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

A. The course was successfully completed and written notice of same requesting appropriate placement on the salary schedule was provided to the Treasurer within fifteen (15) days of the beginning of each Copley-Fairlawn School semester.

B. A transcript confirming the above grade and completion information is provided to the Treasurer as soon as it is available, but no later than October 31st to receive payment for the first semester, and by March 31st to receive payment for the second semester. Failure to provide such transcript in a timely fashion will result in a salary adjustment back to the original placement and consideration for eligibility for advancement being postponed until the following semester.

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

forth in Section 14.021.

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

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

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

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

14.03 PAY PERIODS

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

14.04 SEVERANCE PAY

14.041 At the time of service retirement a certificated/licensed employee with less than ten (10) years of service at Copley-Fairlawn City School District can be paid in cash for twenty-five percent (25%) of his/her accrued but unused sick leave credit up to a maximum of 30 days at his/her per diem rate.

Any employee with ten (10) or more years of service at Copley-Fairlawn City School District can be paid in cash for twenty-five percent (25%) or sixty-five (65) days, whichever is less, of his/her unused, accrued Sick Leave at his/her per diem rate. In addition, an employee with over 300 accumulated sick days can be paid an additional twenty-five percent (25%) of the days above 300 or twenty-five (25) days, whichever is less, of his/her unused accrued Sick Leave at his/her per diem rate above 300 days.

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

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

14.044 To the extent permitted by law, an employee may elect to have his/her severance payment deposited directly into a tax-deferred compensation plan.

14.05 MILEAGE REIMBURSEMENT

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

purchase order in advance of such travel.

14.06 SPOT SUBSTITUTION

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

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

14.07 CURRICULUM DEVELOPMENT/WRITING

When a teacher works on development and/or the writing of curriculum other than during the regular school year/day, the teacher will be paid at the rate of thirty dollars ($30.00) per hour.

14.08 TEACHER SALARY

The teacher salary index is set forth in Appendix B. The teacher salary schedule for the 2022-23, 2023-24, and 2024-25 contract years are set forth in Appendices C-1 through C-3. The salary schedule for optional year 2025-26 is set forth in Appendix C-4.

The following increases to the base salary will be as follows:

2022-23	3.00%
2023-24	2.75%
2024-25	2.75%
2025-26	2.50%

14.09 SUMMER SCHOOL/AFTER SCHOOL /HOME INSTRUCTOR ASSIGNMENT

When an employee teaches summer school, home instruction, or has an after school teaching assignment, he/she will be paid at the rate of thirty dollars ($30.00) per hour, which includes one (1) hour of compensation for planning for every five (5) hours of student contact time within a two-week pay period. Such hours will be established by the Superintendent or his/her designee.

14.10 JOB SHARING

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

Job sharing shall be defined as two individuals sharing the same job such that each has approximately one-half (½) of the duties/responsibilities and approximately one-half (½) of the salary/monetary benefits of the job, unless some other arrangement is approved by the Superintendent.

14.102 Approval of a job sharing arrangement for any one year shall not constitute

approval of such arrangement for the subsequent year.

14.103 Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.

14.104 A teacher from outside the bargaining unit is eligible to be considered for a job sharing opportunity with a current bargaining unit member only in the event that there are no qualified internal candidates for the position.

14.105 Partnerships must be formed by June 1st.

14.106 Each teacher shall acquire one year of seniority for each year of job sharing worked. Movement on the salary schedule will be made in full year equivalence units only.

14.107 A job sharing partnership shall last one (1) school year, renewable from year to year, with approval of the Superintendent.

14.108 Upon dissolution of the job sharing partnership for any reason, the teacher with most seniority of the partnership shall have first choice for the position. The displaced teacher will be given preference for any vacant position in the district for which he/she is qualified and licensed. A job share teacher who came from outside the bargaining unit after August 1, 2010, will have no rights to continued employment if and when such job sharing arrangement is dissolved, but will be given consideration for any open position.

14.109 Due to the nature of job sharing, such arrangements will not always reflect an exact 50% split of responsibilities. Consequently, the Superintendent may assign varying percentages to each teacher for purposes of determining salary and benefits. It is further understood that, due to the need for coordination of educational programming, etc., the actual amount of the work day needed to facilitate a successful job share may exceed the percentages assigned by the Superintendent for pay and benefits and the amount of the work day shall be agreed upon in writing at the time the job share is approved.

14.110 In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.

14.111 A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office and distributed and discussed with parents within the first three (3) weeks after the start of school.

14.112 Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized. Teachers and building principal will meet to discuss room assignment, scheduling, supplies, etc. as soon as said

items are determined.

14.113 Both teachers will be present for Open House and evening conferences. Teachers will work their regular day on in-service and conference days.

14.11 The District shall pay all costs associated with mandated background checks.

ARTICLE 15. INSURANCE

All insurance changes, including increased premium contribution, shall take effect January 1, 2015.

15.01 GROUP INSURANCE

15.011 Medical, Hospitalization, Dental, Major Medical, Prescription Drug Insurance/Benefits, Vision, and Life Insurance are provided for each full-time member of the bargaining unit to the extent set forth below. Single or Family coverage may be selected by the member. A "full-time member" is defined as one who is scheduled to perform bargaining unit work for at least thirty (30) hours per week. Employees hired after the effective date of this contract who are scheduled to work less than thirty (30) hours per week are not eligible to participate in the Group Insurance Plan.2 Eligible employees will be provided Medical, Hospitalization, Dental and Major Medical Insurance/Benefits, and Prescription Drug Insurance/ Benefits for qualified family members.

The Board shall pay 75% of the premium/contribution cost for full-time members of the bargaining unit who participate in the Board-selected Group Insurance Plan. The balance of the premium/contribution shall be paid by the bargaining unit member through payroll deduction for 26 pays.

The Board shall pay the residual amount of the premium/contribution cost for full-time members of the bargaining unit and covered spouses (as outlined below) who participate in the Board-selected Group Insurance Plan and who also participate in the District "Wellness Program," which includes health risk assessment and biometric screenings in accordance with the Copley-Fairlawn City School District Wellness Program as set forth in Appendix N. Employee contributions for these bargaining unit members shall be ten (10%) over twenty-four (24) pays.

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

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

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[1] Qualified family members are defined as either a spouse of the eligible employee and/or child or children of said employee who must be unemancipated, unmarried, and under the age of 19 or 24 if a full time student. Qualified family members covered under the Group Insurance Plan on the effective date of this contract would include the child or children of the eligible employee who is/are unemancipated, unmarried, and under the age of 21 or 24 if a full time student. The parties agree that the ACA will be followed regarding dependents' age qualifications.

15.012 Plan Benefits: See Certificate attached as Appendix H.
Bargaining unit members shall pay ten percent (10%) of the dental insurance premium.

Dental Expense Benefits

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

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

Benefit percentages

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

15.013 VISION INSURANCE: The Board shall offer vision insurance as an option in the Board selected Group Insurance Plan. Bargaining unit members shall contribute ten percent (10%) of the premium.

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

This requirement does not apply to any spouse who is required to pay more than $300.00 per month for single coverage through their employer's plan, who may remain in primary coverage upon verification of same and for as long as such coverage exceeds that amount. This exception does not apply to spouses covered by a public retirement plan who will be excluded from primary coverage under the Board's plan if eligible to participate in insurance coverage provided by such public retirement plan.

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

Every employee whose spouse participates in the Board of Education's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer or any public retirement plan and/or exceeds the

$300.00 per month limitation set forth above, if applicable (see Appendix N). If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverages sponsored by the Board. Additional documentation may be required.

If an employee submits false information or fails to timely advise the Plan of a change in their spouse's eligibility for employer (or public retirement plan) sponsored group health insurance and/or prescription drug insurance in conformance with the conditions set forth above, and such false information or such failure by an employee results in the Plan providing benefits to which the employee's spouse is not entitled, the employee will be personally liable to the Plan for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Plan. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employee's spouse will be terminated immediately from group health insurance and/or prescription drug insurance coverage under the Plan. If an employee submits false information, he/she may be subject to appropriate disciplinary action by the Board.

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

15.02 LIFE INSURANCE

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

15.022 Bargaining unit members shall have the option to purchase additional life insurance assuming such an option is made available by the Board-chosen insurance carrier.

15.03 WORKERS' COMPENSATION

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

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

15.04 OPT-OUT

Any bargaining unit member currently covered under the District's group health insurance plan, or a newly hired bargaining unit member eligible for the District's group health insurance plan, may elect not to be covered by the group insurance plan for the entire year. The employee must declare in writing to the Treasurer that he/she is (a) covered under another insurance plan and (b) elects not to be covered by the District's group health plan. The deadline for currently employed bargaining unit members to declare their intention to

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

15.05 IRS SECTION 125 PLAN

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

15.06 MISCELLANEOUS

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

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

15.07 INSURANCE COMMITTEE

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

15.072 The Insurance Committee shall conduct an ongoing review of insurance coverage and options including cost/benefit analysis of various coverages, cost containment, experience, rates, products, and other alternatives.

15.073 The Insurance Committee shall have the authority to recommend by a 2/3 vote, to the C.T.A. and the Board, changes in the nature and extent of the insurance coverage. No change shall become effective until approved by both the C.T.A. and the Board. The parties agree that any recommendations of this Committee and its members are not to replace or abrogate the authority of the C.T.A. as the exclusive bargaining representative of this bargaining unit or the authority of the Board.

15.074 The Insurance Committee shall meet annually during the school year, unless mutually agreed to meet more often. The Committee shall maintain minutes of its meetings which shall be approved by the Committee members. Copies of these approved minutes shall be furnished to the Superintendent and C.T.A.

President. C.T.A. Committee members will be compensated at a rate of thirty dollars ($30.00) per meeting.

ARTICLE 16. GENERAL PROVISIONS

16.01 COMPLETE AGREEMENT

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

16.02 MANAGEMENT RIGHTS

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

16.03 PROVISIONS CONTRARY TO LAW

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

16.04 PRINTING OF AGREEMENT

This Agreement will be provided online following proofing, formatting and finalization by the parties.

16.05 DURATION

This Agreement shall be effective Agreement shall be effective August 1, 2012 through July 31, 2025.

Unless the parties mutually agree to open negotiations for a successor Agreement by the date of March 1, 2025, all terms and conditions of this Agreement shall remain in full force and effect as written for one (1) additional year, ending July 31, 2026, with the exception that the salary schedule, effective August 1, 2025, will be modified to reflect a 2.50 % increase to the base salary.

16.06 MIDTERM/INTERIM BARGAINING

16.061 Midterm bargaining shall be viewed by the parties as an activity necessitated under extenuating circumstances or by mutual agreement of the parties. Should compliance with a state or federally mandated or adopted action or program be highly likely to have a detrimental impact upon the District if not

implemented, then the Board shall first explore, in good faith, methods of compliance which do not adversely impact Members' wages, hours, terms and/or conditions of employment. Thereafter, if not resolved, the parties will engage in midterm bargaining in a good faith effort to reach agreement on any and all outstanding issues presented.

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

BOARD OF EDUCATION OF
THE COPLEY-FAIRLAWN
CITY SCHOOL DISTRICT

President

5/31/22
Date

Treasurer

5/31/2022
Date

COPLEY TEACHERS ASSOCIATION

President

5/27/2022
Date

Negotiations Team Member

5/31/2022
Date

APPENDIX A

COPLEY-FAIRLAWN CITY SCHOOL DISTRICT
APPLICATION FOR PERSONAL LEAVE

Name_____
Building_____
Date Requested_____

Check below only reason for your requested day:
( ) Legal--summons to appear in court or other governmental summons, personal legal business which cannot be conducted outside school hours, appearance as a witness.

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

( ) Weddings--family members or close friends.

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

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

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

( ) Emergencies--in the home or car.

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

( ) Religious Holidays

Falsification of the reasons for personal leave shall be grounds for discipline.
I affirm that the leave requested has (or will) be taken for the reason so marked.

_____
Signature of Teacher or Employee
(THE ABOVE SHALL NOT BE SUBJECT TO APPROVAL OR DISAPPROVAL BY THE ADMINISTRATION. FALSIFICATION OF THIS FORM IS GROUNDS FOR DISCIPLINARY ACTION)
( ) OTHER FOR GOOD AND SUFFICIENT REASONS. (STATE REASONS ON THE BACK OF THIS FORM.)
Approved:_____
Disapproved:_____
Approved:_____
Disapproved:_____

APPENDIX B

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

APPENDIX C-1

Copley-Fairlawn City School District
Teacher Salary Schedule
Effective August 1, 2022 – July 31, 2023
Base Salary $44,424

YEAR	BACH	BA+6	BA+12	BA+18	BA+24	MAST	MA+15	MA+30
0	44,424	44,868	45,312	47,089	47,534	48,422	50,643	52,865
1	46,867	47,312	47,756	49,755	50,199	51,532	53,753	55,974
2	49,311	49,755	50,199	52,420	52,865	54,642	56,863	59,084
3	51,754	52,198	52,642	55,086	55,530	57,751	59,972	62,194
4	54,197	54,642	55,086	57,751	58,195	60,861	63,082	65,303
5	56,641	57,085	57,529	60,417	60,861	63,971	66,192	68,413
6	59,084	59,528	59,972	63,082	63,526	67,080	69,301	71,523
7	61,527	61,971	62,416	65,748	66,192	70,190	72,411	74,632
8	63,971	64,415	64,859	68,413	68,857	73,300	75,521	77,742
9	66,414	66,858	67,302	71,078	71,523	76,409	78,630	80,852
10	68,857	69,301	69,746	73,744	74,188	79,519	81,740	83,961
11	71,301	71,745	72,189	76,409	76,854	82,629	84,850	87,071
12	73,744	74,188	74,632	79,075	79,519	85,738	87,960	90,181
13	76,187	76,631	77,076	81,740	82,184	88,848	91,069	93,290
16	77,298	77,742	78,186	82,851	83,295	89,959	92,180	94,401
20	78,408	78,853	79,297	83,961	84,406	91,069	93,290	95,512
24	79,519	79,963	80,407	85,072	85,516	92,180	94,401	96,622
27	80,630	81,074	81,518	86,183	86,627	93,290	95,512	97,733

APPENDIX C-2

Copley-Fairlawn City School District
Teacher Salary Schedule
Effective August 1, 2023 - July 31, 2024
Base Salary $45,646

YEAR	BACH	BA+6	BA+12	BA+18	BA+24	MAST	MA+15	MA+30
0	45,646	46,102	46,559	48,385	48,841	49,754	52,036	54,319
1	48,157	48,613	49,069	51,124	51,580	52,949	55,232	57,514
2	50,667	51,124	51,580	53,862	54,319	56,145	58,427	60,709
3	53,178	53,634	54,091	56,601	57,058	59,340	61,622	63,904
4	55,688	56,145	56,601	59,340	59,796	62,535	64,817	67,100
5	58,199	58,655	59,112	62,079	62,535	65,730	68,013	70,295
6	60,709	61,166	61,622	64,817	65,274	68,925	71,208	73,490
7	63,220	63,676	64,133	67,556	68,013	72,121	74,403	76,685
8	65,730	66,187	66,643	70,295	70,751	75,316	77,598	79,881
9	68,241	68,697	69,154	73,034	73,490	78,511	80,793	83,076
10	70,751	71,208	71,664	75,772	76,229	81,706	83,989	86,271
11	73,262	73,718	74,175	78,511	78,968	84,902	87,184	89,466
12	75,772	76,229	76,685	81,250	81,706	88,097	90,379	92,661
13	78,283	78,739	79,196	83,989	84,445	91,292	93,574	95,857
16	79,424	79,881	80,337	85,130	85,586	92,433	94,715	96,998
20	80,565	81,022	81,478	86,271	86,727	93,574	95,857	98,139
24	81,706	82,163	82,619	87,412	87,869	94,715	96,998	99,280
27	82,847	83,304	83,760	88,553	89,010	95,857	98,139	100,421

APPENDIX C-3

Copley-Fairlawn City School District
Teacher Salary Schedule
Effective August 1, 2024 - July 31, 2025
Base Salary $46,901

YEAR	BACH	BA+6	BA+12	BA+18	BA+24	MAST	MA+15	MA+30
0	46,901	47,370	47,839	49,715	50,184	51,122	53,467	55,812
1	49,481	49,950	50,419	52,529	52,998	54,405	56,750	59,095
2	52,060	52,529	52,998	55,343	55,812	57,688	60,033	62,378
3	54,640	55,109	55,578	58,157	58,626	60,971	63,316	65,661
4	57,219	57,688	58,157	60,971	61,440	64,254	66,599	68,944
5	59,799	60,268	60,737	63,785	64,254	67,537	69,882	72,228
6	62,378	62,847	63,316	66,599	67,068	70,821	73,166	75,511
7	64,958	65,427	65,896	69,413	69,882	74,104	76,449	78,794
8	67,537	68,006	68,475	72,228	72,697	77,387	79,732	82,077
9	70,117	70,586	71,055	75,042	75,511	80,670	83,015	85,360
10	72,697	73,166	73,635	77,856	78,325	83,953	86,298	88,643
11	75,276	75,745	76,214	80,670	81,139	87,236	89,581	91,926
12	77,856	78,325	78,794	83,484	83,953	90,519	92,864	95,209
13	80,435	80,904	81,373	86,298	86,767	93,802	96,147	98,492
16	81,608	82,077	82,546	87,470	87,939	94,975	97,320	99,665
20	82,780	83,249	83,718	88,643	89,112	96,147	98,492	100,837
24	83,953	84,422	84,891	89,815	90,284	97,320	99,665	102,010
27	85,125	85,594	86,063	90,988	91,457	98,492	100,837	103,182

APPENDIX C-4

Copley-Fairlawn City School District
Teacher Salary Schedule
Effective August 1, 2025 – July 31, 2026
Base Salary $48,074

YEAR	BACH	BA+6	BA+12	BA+18	BA+24	MAST	MA+15	MA+30
0	48,074	48,555	49,035	50,958	51,439	52,401	54,804	57,208
1	50,718	51,199	51,680	53,843	54,324	55,766	58,170	60,573
2	53,362	53,843	54,324	56,727	57,208	59,131	61,535	63,938
3	56,006	56,487	56,968	59,612	60,093	62,496	64,900	67,304
4	58,650	59,131	59,612	62,496	62,977	65,861	68,265	70,669
5	61,294	61,775	62,256	65,371	65,861	69,227	71,630	74,034
6	63,938	64,419	64,900	68,265	68,746	72,592	74,995	77,399
7	66,582	67,063	67,544	71,150	71,630	75,957	78,361	80,764
8	69,227	69,707	70,188	74,034	74,515	79,322	81,726	84,130
9	71,871	72,351	72,832	76,918	77,399	82,687	85,091	87,495
10	74,515	74,995	75,476	79,803	80,284	86,052	88,456	90,860
11	77,159	77,640	78,120	82,687	83,168	89,418	91,821	94,225
12	79,803	80,284	80,764	85,572	86,052	92,783	95,187	97,590
13	82,447	82,928	83,408	88,456	88,937	96,148	98,552	100,955
16	83,649	84,130	84,610	89,658	90,139	97,350	99,754	102,157
20	84,851	85,331	85,812	90,860	91,341	98,552	100,955	103,359
24	86,052	86,533	87,014	92,062	92,542	99,754	102,157	104,561
27	87,254	87,735	88,216	93,264	93,744	100,954	103,359	105,763

TUTORS RIGHTS AND BENEFITS

A. Tutors paid on an hourly rate will be paid for one hundred seventy-eight (178) instructional days and two (2) parent conference days, one (1) day for an opening staff meeting, and one (1) in-service day. Tutors will receive their hourly rate in cases of snow and other calamity days.

B. Tutors shall receive sick leave, personal leave, assault leave, jury duty leave, extended illness leave, parental leave, military leave, professional leave, donation of sick leave, and family medical act leave, as set forth in Article 13.

C. Tutors shall be paid for time actually worked, including staff meetings, plus a minimum of a thirty (30) minute preparation time. In addition, those tutors who are regularly scheduled to work six (6) or more hours per day shall be paid thirty (30) minutes lunch time.

D. If travel from one worksite to another during the day is required, tutors shall be paid for travel time and mileage at the IRS rate. This time shall in no way be construed or used as preparation time. In order to receive reimbursement, tutors must obtain a pre-approved purchase order and thereafter shall submit mileage reimbursement forms in accordance with Section 14.05.

E. A tutor shall receive a year of service credit (for future salary placement) for each school year in which he/she works one hundred twenty (120) or more days.

F. A tutor scheduled to be in pay status for more than thirty (30) hours per week shall be eligible for single coverage Medical, Dental, Major Medical, Prescription Drug Insurance/Benefits and Life Insurance as described in Article 15 and may pay the additional cost for family coverage. Tutors scheduled to be in pay status thirty (30) hours or less per week may not participate in the group insurance plan.

G. Tutors shall be paid according to the following hourly salary schedule:

Bachelor's Degree	0-3Years Experience	4-8 Years Experience	9+ Years Experience
2022-23 (3.00%)	$33.59	$35.08	$36.58
2023-24 (2.75%)	$34.51	$36.05	$37.58
2024-25 (2.75%)	$35.46	$37.04	$38.61
2025-26 (2.50%)	$36.35	$37.96	$39.58

Master's Degree	0-3Years Experience	4-8 Years Experience	9+ Years Experience
2022-23 (3.00%)	$34.33	$35.85	$37.38
2023-24 (2.75%)	$35.27	$36.84	$38.41
2024-25 (2.75%)	$36.24	$37.85	$39.46
2025-26 (2.50%)	$37.15	$38.80	$40.45

Tutors with a Master's Degree as of the first day of the school year who have submitted the appropriate documentation to the Treasurer's office prior to the first day of the school year shall

be moved to the Master's Degree salary schedule for tutors.

H. Suspension of tutor contracts pursuant to a reduction in force shall be by seniority utilizing the process set forth herein.

AUXILIARY SERVICE PERSONNEL

A. All provisions of this Agreement shall be applicable to Auxiliary Service Personnel except as specifically excluded or modified by this Appendix.

B. The following Articles and/or sections of this Agreement do not apply to Auxiliary Service Personnel:

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

C. The provisions of R.C. 3319.11 and 3319.111 shall not apply to Auxiliary Service Personnel, who shall have no rights under those provisions.

D. Auxiliary Service Personnel shall be employed under limited contracts, which shall expire automatically at the end of the term stated in the contract, without the need for any action or notices by the Board of Education. Auxiliary Service Personnel shall be reemployed for the following year based upon funding, the needs of the District and the preference of the nonpublic school/facility to which they have been assigned.

E. Auxiliary Service Personnel shall not acquire bargaining unit seniority during auxiliary service assignments.

GRIEVANCE FORM
Level II

Name of Grievant _____ Date of Filing _____

Building _____ Assignment _____

Date of Informal Meeting _____

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

_____

_____

_____

_____

_____

Relief Sought:

_____

_____

_____

_____

Signature of Grievant _____ Date _____

Signature of Principal/
Superintendent/Designee _____ Date _____

APPENDIX G

GRIEVANCE DISPOSITION

To:_____Date: _____

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

_____

_____

_____

_____

_____

_____

_____

Date of Hearing: _____

Participants in Hearing:

_____

_____

_____

Principal/Superintendent/Designee's Signature _____

Date _____

Received by Grievant/Representative

Date _____

Signature _____

Plan Benefits **APPENDIX H**

Covered Benefits	Network	Non-Network
Deductible (Single/Family) *(Applies only to percent (%) copayments)*	$1,000/$2,000 (see Appendix O)	$2,000/$4,000
Out-of-Pocket Maximum (Single/Family)	$1,000/2,000	$2,000/4,000
Physician Office Services Including Office Surgeries, allergy serum and injections[1] • Allergy testing	$25 Primary Care $35 Specialist Covered in full	30%
Preventive Care Medical History Mammography[1], Pelvic Exams, Pap testing and PSA tests Immunizations[1] Annual diabetic eye exam Annual Vision and Hearing Exams	$0	30%
Outpatient Physical Medicine Therapies (Combined Network & Non-Network limits apply) Physical/Occupational therapy: 30 visit limit Spinal manipulations: 15 visit limit Speech therapy: 20 visit limit	Copayments based on place of service	Copayments based on place of service
Inpatient Service Unlimited days except for: 60 days Network/Non-Network combined for physical medicine/rehab 90 days Network/Non-Network combined for skilled nursing facility	$500	30%
Outpatient Surgery Hospital/Alternative Care Facility	$100	30%
Other Outpatient Services Hospital/Alternative Care Facility	Covered in full	30%
Inpatient and Outpatient Professional Charges	Covered in full	30%
Home Care Services: 30 visits limit network/non-network		
Hospice Services	Covered in full	Covered in full
Emergency and Urgent Care:		
Emergency Care in Emergency Room *(covers all services, copayment waived if admitted,then inpatient copayment applies)*	$150	$150
Urgent Care Facility	$60	$60
Ambulance Services	Covered in full	Covered in full
Maternity Services	$500	30%

Covered Benefits	Network	Non-Network
Mental Health and Substance Abuse[2] (limits and maximums apply) Inpatient: 30 Network days/10 Non-network days (includes inpatient mental health Non-Network) Outpatient: 10 Network visits 10 Non-Network mental health visits Inpatient and outpatient substance abuse $550 Non-Network *(Substance abuse rehabilitation programs are limited to two per lifetime Network and Non-Network combined.)* **Lifetime Maximum (Combined Network and Non-Network)**	$500 inpatient $15 outpatient Copayments based on place of service unlimited	30% Copayments based on place of Service $5 million
Medical Supplies, Equipment and Appliances	Covered in Full	30%
Prescription Drug Options: **Network Retail Pharmacies:** (30-day supply) Includes diabetic test strip **Rx Direct Mail Service:** (90-day supply) Includes diabetic test strip	$10 generic/$35 preferred/ $65 Non-preferred Specialty 10% to $1500 max $20 generic/$70 preferred/ $130 Non-preferred Specialty 10% to $1500 max Implement Anthem's Maintenance 90 program	Not covered

Notes:

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

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

[2] *Mental health/substance abuse must be authorized by the mental health administrator for services to be covered at the highest benefit level.*

Refer to Schedule of Benefits for limitations.

Precertification:

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

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

Copley-Fairlawn City Schools
Non-OTES Teacher Appraisal Form Evaluation:_____

Teacher's Name:_____ Assignment:_____

Date Observed:_____ Building:_____ Class Time:_____

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

Directions:

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

I. INSTRUCTION	YES/PC	NO/NI	N/A
A. Evidences planning and organization.			
B. Demonstrates skill in the presentation of subject matter.			
C. Seeks to promote student success by adapting methods, activities, and materials appropriate to the level of the student.			
D. Involves students in active learning processes.			
E. Implements approved course of study for grade and subject.			
Comments:			

II. CLASSROOM MANAGEMENT	YES/PC	NO/NI	N/A
A. Establishes and maintains appropriate classroom control.			
B. Conducts classroom activities in a productive manner.			
C. Keeps records as needed to provide information on pupil progress.			
Comments:			

III. PROFESSIONAL CHARACTERISTICS	YES/PC	NO/NI	N/A
A. Maintains a cooperative relationship with co-workers and understands his/her program in relation to the total school.			
B. Communicates information and suggestions to parents and colleagues about the intellectual, social and emotional development of his/her students.			
C. Relates positively to staff, students and parents.			
D. Shows evidence of professional growth.			
E. Assumes delegated responsibilities.			
F. Recognizes that behavior, attitudes, problems, etc. regarding students or their families should be considered confidential information not to be discussed with others except for the welfare and benefit of the child.			
Comments:			
IV. PERSONAL QUALITIES (as related to teacher effectiveness)			
A. Demonstrates appropriate personal characteristics.			
B. Responds constructively to supervision.			
Comments:			
Summary:			

*Signature of Teacher _____ Date _____

Signature of Appraiser _____ Date _____

*The teacher's signature does not necessarily indicate agreement. It indicates only that he/she has read and received a copy of this report.

_____ Initial here if you intend to file an addendum within 5 working days.

APPENDIX J

Copley-Fairlawn City Schools
Non-OTES Narrative Appraisal Form

Teacher's Name:_____ Assignment:_____

Date Observed:_____ Building:_____ Class Time:_____

I. Summary of observations in the area of Instruction:

II. Summary of observations in the area of Classroom Management:

III. Summary of observations in the area of Professional Characteristics:

IV. Summary Personal Qualities:

_____ _____ _____ _____
*Signature of Teacher Date Signature of Appraiser Date

*The teacher's signature does not necessarily indicate agreement. It indicates only that he/she has read and received a copy of this report.

_____ Initial here if you intend to file an addendum within 5 working days.

Copley-Fairlawn City Schools
Non-OTES Performance Objective Form

Instruction Classroom Management Professional Characteristics
Personal Qualities Other

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

_____ _____
Teacher Date

_____ _____
Appraiser Date

Midway Report:

_____ _____
Teacher Date

_____ _____
Appraiser Date

Appraisee's Assessment of Performance Objective:

Objective was completed | Objective was not completed (See comment below) | Objective to be continued

---

Appraiser's Assessment of Performance Objective:

Objective was completed | Objective was not completed (See comment below) | Objective to be continued

---

Signatures:

_____ _____

*Teacher Date

_____ _____

Appraiser Date

*The teacher's signature does not necessarily indicate agreement. It indicates only that he/she has read and received a copy of this report.

_____ Initial here if you intend to file an addendum within 5 working days.

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

Copley-Fairlawn City School District's (CFCSD)

COORDINATION OF BENEFITS (COB) QUESTIONNAIRE

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

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

CFCSD Employee _____ SSN _____

Position _____ Bldg./Assignment _____

Spouse's Name _____ SSN _____

Spouse's Employer _____ Retired from a Public Retirement System? _____

The CFCSD COB (Coordination of Benefits) requires qualifying spouses of covered employees to join their employer's group or retiree health plan (on at least an individual/single coverage basis) where such availability to coverage exists and where single/individual coverage costs the spouse less than $300 per month. Your spouse's claims will not be considered for payment until this form is completed and returned to the Board Treasurer. Note: Spouses of CFCSD employees eligible for coverage through a public retirement system must enroll in such coverage as primary on at least a single/individual basis. If your spouse is required to pay less than $300.00 per month for single medical and prescription insurance through his/her employer, he/she must complete the required form and return it to the Treasurer's office.

Amount your spouse must pay for SINGLE medical and prescription coverage through his/her employer: $ _____

Open enrollment period at your spouse's employer (day/month format) _____

If your spouse is required to pay less than $300.00 per month for single medical and prescription insurance through his/her employer, he/she must complete an Anthem "change of coverage" form and return it to the Treasurer's office.

IF YOUR SPOUSE IS ELIGIBLE TO ACCESS HEALTH CARE COVERAGE, REGARDLESS OF COST, THROUGH A PUBLIC RETIREMENT SYSTEM, HE/SHE MUST ENROLL IN SUCH COVERAGE AS PRIMARY ON AT LEAST A SINGLE/INDIVIDUAL BASIS.

SIGNATURE REQUIREMENT – EMPLOYEE ACKNOWLEDGEMENT OF COB RESPONSIBILITY:

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

Employee Signature _____ Date _____

Direct inquiries and return form to:

John Wheadon, Treasurer
Copley-Fairlawn City Schools
3797 Ridgewood Road
Copley-Fairlawn, Ohio 44321-1665

APPENDIX M

COPLEY-FAIRLAWN CITY SCHOOL DISTRICT
VERIFICATION FOR ATTENDANCE BONUS

Name_____
Building_____
Date Requested_____

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

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

_____
Signature of Teacher or Employee

Copley-Fairlawn City School District
Wellness Program

Purpose and Goals

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

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

Enrollment

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

1. Completing a Health Risk Assessment (HRA) through the organization contracted with by the District between July 1st and November 30th of each year. Spouses of employees, if covered by the plan, must also complete the HRA. The HRA is a confidential questionnaire that provides a wellness profile.

2. Undergoing biometric screenings between July 1st and November 30th of each year which would include spouses of employees if insured by the District medical plan. The biometric screening would include the following tests:

    a. Complete fasting lipid panel
    b. Fasting blood glucose
    c. Height and Weight measurements with body mass index analysis
    d. Blood pressure

    The testing can be performed by a qualified laboratory or through a physician's office of the employee's choice in which case the services would be billed for as provided in the medical plan.

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

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

Non-compliance

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

Confidentiality

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

COPLEY-FAIRLAWN HEALTHY INCENTIVES PLAN
TO QUALIFY FOR THE PROGRAM

YOU MUST:

1. Have a physical examination and turn in Personal Physician Certification prior to December 1.
2. Complete the online health assessment survey before November 30.
3. Be under physician's care for anyone of the following categories:
    a. Body Mass Index over 30
    b. Total Cholesterol Score over 240
    c. Blood Pressure over 140/90

WHAT IS A DEDUCTIBLE CREDIT?

A deductible credit is an opportunity to decrease your Health Plan deductible from $1000 as a single or $2000 as a family to $0!

HOW THE DEDUCTIBLE CREDIT WORKS:

Get a $200.00 credit on your deductible for a single policy or a $400.00 credit for a family policy for each of these categories:

1. Have a yearly physical and turn in the form as prescribed above by December 1.
2. Have a body mass index of under 30 or be under doctor's care for body mass index.
3. Have a total cholesterol score of under 240 or be under doctor's care for cholesterol.
4. Have blood pressure readings of 140/90 or less or be under doctor's care for blood pressure.
5. Be tobacco free for at least sixty (60) days or participate in a smoking cessation program.

BOARD OF EDUCATION POLICY

COPLEY-FAIRLAWN CITY SCHOOL DISTRICT

STANDARDS-BASED TEACHER EVALUATION

The Board of Education is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law.

The Board adopts the Ohio Teacher Evaluation System ("OTES") model as approved by the State Board of Education.

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Copley Teachers Association (CTA) and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

Evaluation Review Committee (ERC)

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to utilize the ERC set forth in the collective bargaining agreement with the CTA for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

Definitions

"OTES" – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

"Teacher" – For purposes of this policy, "teacher" means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or

b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or

c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or

d. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the CTA.

The Board may elect not to evaluate a teacher who was on leave from the District for 50% or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

The Superintendent, Treasurer, and any "other administrator" as defined by ORC Section 3319.02 are not subject to evaluation under this policy.

"**Credentialed Evaluator**" – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

a. Meets the eligibility requirements under ORC Section 3319.111(D); and

b. Holds a credential established by the Ohio Department of Education for teacher evaluation;

c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and

d. Is engaged by the Board in an administrative capacity. These administrators will not be employed for the sole purpose of completing evaluations.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Core Subject Area" – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

"eTPES" – is the Electronic Teacher and Principal Evaluation System (eTPES) is the electronic system used by the District to report evaluation data to ODE.

"Evaluation Cycle" – is 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 a summative evaluation rating.

"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

"Evaluation Framework" – means the document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised

Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

"Evaluation Instruments" – refers to the forms used by the teacher's evaluator. Those forms, developed by the ODE and Copley-Fairlawn ERC, are located in the Appendix to this policy.

"Evaluation Procedure" – the procedural requirements set forth in this policy 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.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The 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 where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to Accomplished, Proficient, Developing, or Ineffective.

"Student Growth" – means 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).

"Student Learning Objectives" ("SLOs") – A measurable academic growth target that is set at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

"Shared Attribution Measures" – encompasses student growth measures that can be attributed to a group as determined in consultation with the Student Growth Measures Committee.

"Value-Added" – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district school and classroom level based on each student's scores on state issued standardized assessments.

"Vendor Assessment" – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

"Teacher Performance" – is 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.

Teacher-Student Data Linkage (TSDL) – refers to the process of connecting the teacher(s) of record to a student and/or defined group of students' achievement scores for the purpose of attributing student growth to that teacher.

Standards-Based Teacher Evaluation

Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth.

Each teacher evaluation will result in an effectiveness rating of:

a. Accomplished;

b. Skilled;

c. Developing; or

d. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Copley-Fairlawn City School District will utilize eTPES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent or Superintendent Designee shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein. Any modifications to these percentages must be in accordance with the Ohio Revised Code and in consultation with the ERC.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

a. Understanding student learning and development and respecting the diversity of the students they teach;

b. Understanding the content area for which they have instructional responsibility;

c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

d. Planning and delivering effective instruction that advances individual student learning;

e. Creating learning environments that promote high levels of learning and student achievement;

f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and

g. Assuming responsibility for professional growth, performance and involvement.

Orientation of Teachers

Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.

FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE

Schedule of Evaluation

All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs.

Teachers who receive a rating of "Skilled" on his/her most recent evaluation may be evaluated once every two years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

Teachers who have been granted a continuing contract by the Board and who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three years, so long as the teacher's student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein as Appendix **A**.

Additional Criteria for Performance Assessment

A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument, (See Appendix to this policy).

Teacher instructional performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the permission of the teacher.

Formal Observation Procedure

A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least two weeks between formal non-continuous observations unless otherwise agreed by the teacher. Efforts will be made by evaluators to facilitate a longitudinal view of a teacher's performance by appropriately spacing the observations.

Teachers shall not receive a formal observation on a day before or after any break of more than three (3) days unless otherwise agreed by the teacher.

Observation Conference

All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within ten (10) working days of the scheduled observation. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed and instructional evidence utilized throughout the school year on the Pre-Conference Evidence Form (Form D1) (Appendix). The Pre-Conference Evidence Form is a working document that will be utilized throughout the evaluation process.

A post-observation conference shall be held after each formal observation. The post observation conference shall take place within ten (10) working days following the formal observation. At the post-observation conference, teachers may provide evidence to support the observation/evaluation process.

All components of the evaluation process shall be documented on the OTES forms set forth in the Appendix.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

1. evidence of planning;

2. lesson delivery;

3. differentiation;

4. resources;

5. classroom environment;

6. student engagement;

7. assessment; or

8. any other component of the standards and rubrics approved for teacher evaluation.

The walkthrough shall consist of at least 5 consecutive minutes, but not more than **15** ~~20~~ consecutive minutes in duration.

The teacher shall be provided a copy of the walkthrough report.

Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

A1: Teachers instructing in value-added subjects exclusively;

A2: Teachers instructing in value-added courses, but not exclusively;

B: Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;

B2: Teachers instructing in areas with Ohio Department of Education approved vendor assessments, but not exclusively; or

C: Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the Appendix. Teachers instructing in value-added courses, but not exclusively, may utilize teacher value-added data, shared attribution and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the Appendix.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in Appendix. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO's are developed or revised, the process will include consultation with teachers employed by the Board. The Board's process for creating and revising SLO's is set forth in the Appendix.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

Descriptive Rating	Numerical Rating
Most Effective	5
Above Average	4

Average	3
Approaching Average	2
Least Effective	1

and converted to a score in one of three (3) levels of student growth:

a. Above

b. Expected

c. Below

Student Growth Measures (SGM)

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 30th. The ERC will review and provide feedback on the effectiveness of any vendor assessment and make recommendations for addressing any issues relating to those assessments.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 15th.

1. The BRC shall review all submitted SLOs by October 15.
2. Any SLO that is rejected by the BRC or the Superintendent shall be returned to the teacher/group with specific designation of disencies by October with five (5) days for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the ERC review the results for the sole purpose of verifying accuracy.

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level (i.e., until the beginning of the 2016-2017 school year).

The District may use shared attribution SGM scores as determined in consultation with the ERC.

Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.

Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s). The building principal will have the final say on these percentages.

Final Evaluation Procedures

Each teacher's performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon criteria determined by ODE.

Only the Final Summative Rating of Teacher Effectiveness will be reported to eTPES.

Response to Evaluation

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

Professional Growth Plans and Professional Improvement/Remediation Plans

A. Teachers whose final summative rating is "Accomplished" will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."

B. Teachers whose final summative rating is "Skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form."

C. Teachers whose final summative rating is "Developing" will develop a professional growth plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional growth plan, utilizing the components set forth in "Teacher Evaluation Form."

D. Professional growth and improvement plans for a school year shall be developed not later than September 30 of that school year. The professional growth plan shall include the following components:

- Identification of area(s) for future professional growth;
- Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice including a review of Board-approved and funded options, if applicable.
- Outcomes that will enable the teacher to increase student learning and achievement.

- A teacher may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.

E. Teachers whose final summative rating is "Ineffective" will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."

F. Improvement plans will provide written direction and assistance toward correction of deficiencies and allow a reasonable time for improvement in any areas of performance deficiency identified. The improvement plan shall include the following components:

- An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;

- A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;

- A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan;

- A description of educational supports and/or opportunities for professional development, including a review of Board-approved and funded options, if applicable, needed to improve the identified area(s).

Core Subject Teachers – Testing for Content Knowledge

Core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

The Board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this policy and in accordance with the Ohio State Board of Education's statewide evaluation framework. The Board's plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement with the CTA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the CTA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26, 3319.58, 3333.0411
A.C. 3301-35-03(A)

STANDARDS-BASED SCHOOL COUNSELOR EVALUATION

The Board of Education is responsible for a standards-based school counselor evaluation policy which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the "Standards for School Counselors" as set forth in State law.

The Board of Education adopts the Ohio School Counselor Evaluation System (OSCES) as approved by the State Board of Education.

The Board believes school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Copley Teachers Association (CTA), and in all extensions and renewals thereof.

Definitions

"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.

"School Counselor"– For purposes of this policy, "school counselor" means an employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

Teachers and other employees who do not meet this definition are not subject to evaluation under this policy. Full time bargaining unit members who do not meet the definition will be evaluated in accordance with Board policy and/or utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the Copley Teachers Association (CTA).

"Credentialed Evaluator"- For purposes of this policy, each counselor subject to evaluation will be evaluated by a person who has completed the OSCES training as required by the Ohio Department of Education.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"Evaluation Cycle" – is 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.

"Evaluation Factors"– refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, 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 (6) standards and the student

metrics, which shall be weighted equally (1/7 of the final summative score).

"Evaluation Framework" – 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.

"Evaluation Instruments" – refers to the forms used by the school counselor's evaluator as developed locally.

"Evaluation Procedure" – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.113 and to conform to the framework for the evaluation of school counselors developed under R.C. 3319.113.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of this policy. The 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 (1) of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

"High Performing School Counselor" - is a school counselor who earns a summative rating of "Accomplished" or "Skilled" on his/her most recent evaluations.

"School Counselor Performance" – is the assessment of a school counselor's performance on each of the six State-adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor's practice by a credentialed evaluator. Performance results are reported as a performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

"Student Metrics" - the locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

Standards-Based School Counselor Evaluation

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) in accordance with requirements mandated by ODE. The Board will utilize the ODE's guidelines for reporting this information.

Assessment of School Counselor Performance

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:

A. Comprehensive School Counseling Program Plan;

B. Direct Services for Academic, Career and Social/Emotional Development;

C. Indirect Services: Partnerships and Referrals;

D. Evaluation and Data;

E. Leadership and Advocacy; and

F. Professional Responsibility, Knowledge and Growth.

Formal and Informal Observations

A. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year.

B. A high performing school counselor will be evaluated less frequently as follows.

1. A school counselor who receives a 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. A school counselor who receives a rating of "Skilled" on his/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 year that such counselor is not formally evaluated.

Evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

Each school counselor evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool approved by the Board.

Formal Observation Procedure

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

All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

Informal Observation/Walkthrough Procedure

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

An informal observation is a formative assessment process that focuses on one (1) or more of the components included in the State-adopted standards.

An informal observation should be of sufficient duration to allow the evaluator to assess the focus of the observation.

Data gathered from the observation must be placed on the appropriate designated form. Written feedback from observations shall be provided after the observation. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

A. Informal observations shall not unreasonably disrupt and/or interrupt the work day.

B. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Metrics

The Board will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year.

Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

Final Evaluation Procedures

Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

The evaluator shall provide that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt. If signed by the employee, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual evaluations conducted in accordance with this policy, each school counselor must develop either a professional growth plan or professional improvement plan as follows:

A. School counselors with a final summative rating of "Accomplished" will develop a professional growth plan.

B. School counselors with a final summative rating of "Skilled" will develop a professional growth plan collaboratively with their evaluator.

C. School counselors with a final summative rating of "Developing" will develop a professional growth plan collaboratively with their evaluator. A building administrator must approve the professional growth plan.

D. School counselors with a final summative rating of "Ineffective" will develop an improvement plan with their evaluator. A building administrator must approve the improvement plan.

Professional growth and improvement plans must be completed each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

Board Professional Development Plan

In accordance with the State Board of Education's Statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of school counselors covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing School counselors

The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of school counselors, renewal of employment contracts, and the removal/nonrenewal of poorly performing school counselors.

Definitions:

"Retention"- for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, non-renew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decision on contract suspensions, except in the instance of comparable evaluations. The decision to non-renew or terminate the contract of a poorly performing school counselor may be informed by the evaluation(s) conducted under this policy. However, decisions to non-renew or terminate an employment contract are not limited by the existence of this policy.

"Promotion"- as used in this context is of limited utility given the fact that school counselors covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining employee assignments, the Board will consider school counselor performance as indicated by evaluations.

"Poorly Performing School Counselors"- refers to school counselors identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations"- since seniority may not be the basis for school counselor retention or other employment decisions, except when deciding between counselors who have comparable evaluations, this refers to counselors within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing School Counselors

Poorly performing school counselors may be removed, upon recommendation of the Superintendent, either through nonrenewal or termination, when the receipt of an "Ineffective" rating by a school counselor has been demonstrated.

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Copley Teachers Association (CTA).

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a school counselor contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Copley Teachers Association (CTA). The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for employees on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a school counselor evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the school counselor's final summative rating.

R.C. 3319.02, 3319.11, 3319.113, R.C. 3319.16
A.C. 3301-24-05
H.B. 64

FAIR SHARE FEE

The Board and the Association acknowledge and understand that the following provision currently are unenforceable pursuant to the United States Supreme Court decision in Janus v. AFSCME. As a result, the provision will not be enforced, however it is preserved and automatically will be incorporated back into Article 4.08 of the agreement, to the extent legally permissible, should the aforementioned decision be overturned resulting in legal permissibility of the language set forth below.

The Treasurer will deduct the Fair Share Fee from the paychecks of bargaining unit members who elect not to join the Association. The Fair Share Fee shall be equal for all nonmembers and shall not exceed dues paid by members.

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

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

Any person who objects to paying the Fair Share Fee because of religious beliefs shall be exempted from paying any Fair Share Fee or Union dues, as provided in R.C. 4117.09(C).

The Association agrees to defend, indemnify, and hold the Board harmless for any cost and/or liability and/or in any suit, claim, or administrative proceeding arising out of or connected with the imposition, determination, or collection of any fees or dues in accordance with this Article, and to reimburse the Board for any costs or expenses, including but not limited to attorney fees and/or court costs incurred by the Board in any such matter or any other liability the Board might incur as a result of implementation and/or enforcement of this Article.

The Board agrees to honor continuous dues deduction authorizations executed in accord with this Article. Such authorizations may be revoked only in writing, with such revocation received by the Office of the Treasurer during the period of September 1 through September 15 each year.

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