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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CANAL WINCHESTER LOCAL SCHOOL DISTRICT

BOARD OF EDUCATION

AND THE

CANAL WINCHESTER

EDUCATION ASSOCIATION



July 1, 2024 through June 30, 2027

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ARTICLE I.

NEGOTIATIONS PROCEDURE

A. PREAMBLE

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

B. RECOGNITION

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

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

Starting July 1, 2024, all eligible new employees of Harvest Preparatory Academy will not fall within the Association exclusive bargaining unit or representation.

C. INDIVIDUAL AND ORGANIZATIONAL RIGHTS

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

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

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

D. REPRESENTATION

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

E. REQUEST FOR MEETINGS

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

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

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

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

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

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

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

F. WHILE NEGOTIATIONS ARE IN PROGRESS

1. Meetings shall be in executive session.
2. Either team may caucus at any time. A caucus shall not be longer than thirty (30) minutes unless otherwise mutually agreed.
3. When tentative agreement is reached on a proposal, it shall be initialed by a representative of each team.
4. During negotiations, joint study committees may be created by mutual consent.
5. Prior to and during the period of negotiations, the Board and Association agree that, upon written request and in a reasonable time period, information routinely prepared for the Board or the Association will be exchanged.

6. Progress reports may be made to the represented bodies by their respective team at the discretion of the team.
7. When a tentative agreement is reached on all terms for a successor agreement, it shall be reduced to writing and submitted to the Association and the Board for ratification. Following ratification by both parties, it shall be signed by the Co-President and a copy sent to SERB.

G. PROCEDURE FOR RESOLUTION

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

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

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

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

ARTICLE II. RIGHTS

A. ASSOCIATION RIGHTS

The Association shall be granted the following privileges:

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

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

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

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

B. BOARD RIGHTS

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

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

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

C. INDIVIDUAL RIGHTS

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

Recognized individual rights shall include:

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

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

Any discipline or reprimand on the above items shall occur only after the unit member is made aware of the condition in writing. The unit member

shall be granted a conference and/or a hearing upon written request, with the body that administered the reprimand or discipline.

D. PERSONNEL FILE

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

Such examinations shall be done during regular working hours in the presence of an authorized person and no items may be removed from the file by anyone except the Superintendent.
4. No information shall be placed in a unit member's personnel file which comes from an anonymous source nor shall such information be made a matter of record.
5. All items placed in the file shall be dated and signed or identified as to source. This provision shall not apply to routine administrative items such as contract, salary notices, transcripts, or certificate copies.
6. At the request of a unit member, disciplinary documents shall be removed from the personnel file after five (5) years, provided there have been no additional same or similar infractions.

7. A copy of complaint or criticism which will be placed in the file shall be given to the unit member prior to or at the time of such placement.
8. The unit member shall have the right to attach written comments to any file.

E. PHYSICAL EXAMINATIONS

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

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

F. CHRONIC COMMUNICABLE DISEASES

1. Purpose

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

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

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

2. Confidentiality

The District recognizes the need to protect the individual rights and health of all persons in our school community. The nature of chronic communicable diseases requires the highest degree of professionalism, discretion, and compassion of all concerned. Confidentiality is essential and information regarding a chronic communicable disease shall not be disclosed except as required by law.

3. **Public Management**

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

4. **Identification**

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

5. **Nondiscrimination**

No unit member shall be subjected to indiscriminate testing.

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

6. **Evaluation Team**

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

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

The medical review team shall consist of (1) the unit member's primary care physician; (2) a physician specializing in infectious diseases; and (3) a

physician member of the county board of health or the school physician who shall serve as chairperson.

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

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

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

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

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

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

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

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

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

G. PROFESSIONAL AND ACADEMIC FREEDOM

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

H. **COMPLAINT ABOUT A UNIT MEMBER**

A complaint about a unit member shall be governed by Board Policy 9130, which is incorporated into this agreement in its entirety by this reference.

I. **CO-PRESIDENT RELEASE TIME**

The Association Co-President shall be released from the Co-President's normal duties for five (5) hours per week to perform Union activities unless mutually agreed upon by both parties. Arrangements to accommodate such scheduling shall be made between the Association Co-President and the Superintendent/designee. Reimbursement shall be based on the hourly rate of a step 1 BA for each school year.

The Board's Treasurer shall compute the cost and prepare a statement to CWEA each month (for payment by the end of the month) for the cost of salary and all Board-paid benefits for each hour of release time of the Association Co-President.

J. **ISSUES COUNCIL**

1. **Purpose**

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

2. **Members**

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

3. **Closure**

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

K. **LABOR MANAGEMENT COMMITTEE**

1. **Members**

A committee shall be established as an aid to communications between the parties. The membership of this committee shall be the Superintendent (or designee) and a maximum of three (3) persons appointed at the discretion of the Superintendent, plus the CWEA Co-President (or designee) and a maximum of three (3) persons appointed at the discretion of the CWEA Co-President.

2. **Meetings**

This committee shall meet once per 9-week grading period during the school year or more frequently upon the request and agreement of the Superintendent and the Co-CWEA President. If neither party has any issues to discuss, there will not be a meeting.

3. **Purpose**

The purpose of the committee shall be to assist in the process of open communications between the parties. Its procedures shall consist of joint, informal discussion aimed at clarifying or addressing issues of concern to both parties. The open discussions held by this committee shall not be construed as negotiations nor as an official decision-making process. The discussions of this committee shall not result in modifications or additions to the Negotiated Agreement.

ARTICLE III.

UNIT MEMBER CONDITIONS

A. CONTRACTS

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

1. Contract Eligibility

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

2. Continuing Contracts

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

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

3. **Non-Renewal of Contract**

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

- a. The evaluation provision of this Agreement shall have been adhered to fully and completely.
- b. The non-renewal of a unit member's contract with seven (7) or more current, continuous years of service in the District shall be for just cause.
- c. The Association Co-President shall receive written notification from the Superintendent/designee of the intent to non-renew a unit member's contract on or before April 8th.

The Board shall not be subject to the terms as specified in this Section for unit members who are granted any leave and whose absence would conflict with the Board's fulfillment of the requirements stated in this Section. However, such unit members will be granted a one-year extended limited contract. The one-year extended limited contract shall be separate and not applicable to the contract sequence specified in Paragraph 1 of this Section. It shall also be exempt for application to continuing contract eligibility in Paragraph 2 of this Section. It also will not be counted towards the seven-year probationary period for just cause.

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

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

4. **Discipline Procedure**

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

ARTICLE IV.

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is defined as an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
2. The purpose of this procedure shall be to obtain at the lowest administrative level and in the shortest period of time, solutions to grievances. Both the Board and the Association agree that grievance proceedings shall be handled expeditiously and in a confidential manner.
3. "Days" shall mean working days as designated in the school year calendar except legal holidays and calamity days unless specified otherwise and except for summer break when days shall mean days when the administrative offices of the district are open for business.
4. A "grievant" shall be defined as a unit member or group of unit members or the Association. A grievance alleged by a group shall have arisen out of and be confined to the same circumstances affecting each member of the group.

B. GENERAL PROVISIONS

1. The written grievance used in the formal levels of this procedure shall state:
(a) the specific provision(s) of this Agreement alleged to be violated, misapplied, or misinterpreted; (b) a brief description of the grievance; (c) the relief sought; and (d) the date of submittal.
2. A representative of choice may be used by each party at all levels.
3. Time limits shall be considered as maximum unless extended by mutual agreement.
4. Failure by a grievant to proceed within the specified time limits shall mean the grievance has been resolved by the disposition in the previous level.
5. Failure to respond in the time limits shall entitle the grievant to proceed to the next level unless the time limits are extended pursuant to B.3. of this Article.
6. A grievance may be initiated at Step II (see section D of this Article) when it has been determined by the building principal that the subject is not within the principal's realm of responsibility or control.

7. Nothing in this procedure shall limit the individual rights of a unit member having a complaint or problem to discuss the matter informally with members of the Administration through normal channels of communication.
8. Nothing in this procedure shall limit the rights of a unit member from using other professional or legal rights in resolving a complaint or problem.
9. No reprisals shall be made against any party involved in use of this procedure.
10. A grievance may be withdrawn at any level without prejudice.

C. **DEADLINE**

Within fifteen (15) days from the date the grievant knew of the event(s) giving rise to an alleged grievance, the grievant shall request an informal meeting with the grievant's principal for the purpose of attempting to resolve the matter. Failure to act within fifteen (15) days shall pre-empt the filing of a grievance in the particular case. (Grievance Forms Addendum H).

D. **STEPS**

1. **Step I**

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

2. **Step II**

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

3. **Step III**

If the grievant is not satisfied with the disposition at Step II, within ten (10) days after the receipt of the Superintendent's disposition, the grievant may submit their request for mediation to the Superintendent. The parties will mutually select a mediator through the Federal Mediation and Conciliation Service (FMCS) or may mutually agree to select a mediator not employed

by FMCS. Arrangements will be made to conduct mediation at a mutually agreed upon time. If the grievance is not resolved through mediation, the grievant may advance the grievance to Step IV.

4. **Step IV**

If the grievance is not resolved at Step III, then within ten (10) days after the mediation was held, the Association may submit a request to the Superintendent advancing the grievance to binding arbitration. An arbitrator shall be chosen through the American Arbitration Association using its Voluntary Labor Arbitration Rules. The arbitrator's award shall be final and binding on all parties.

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

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

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

ARTICLE V.

REDUCTION IN FORCE

A. REDUCTION IN FORCE

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

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

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

B. RECALL

The following procedures will be used in the recall process:

1. Any members who were laid off shall have recall rights for a period of twenty-four (24) months from the effective date of the layoff unless:
 - a. the unit member was RIF'd as a result of an "Ineffective" principal's rating (such limited contract unit member shall not be eligible for recall);
 - b. recall rights are waived in writing by the unit member;
 - c. a resignation is offered by the unit member; or
 - d. the unit member fails to accept the position to which the unit member has been recalled within ten (10) calendar days of the written notice of recall.
2. All unit members whose contracts are suspended as a result of a RIF shall be placed on a recall list stating years of continuous service to the District and subject(s) certified/licensed to teach.
3. A unit member on the recall list shall be offered a contract for vacant positions for which the unit member is certified/licensed as positions become available and in keeping with the certification/licensure and contract status. Such unit members will be recalled in reverse order of layoff if/when there is a vacancy for which the unit member is certificated/licensed to perform the duties of the vacant position.
4. A unit member who gains additional certifications/licenses while on the recall list will be credited at the time of submission to the Superintendent.
5. When a vacancy exists, the Board shall send an email and certified letter to the next unit member on the recall list who is certified/licensed for the position at the unit member's last known address to advise the unit member of such position.
6. It is the unit member's responsibility to keep the Board informed of the unit member's email and U.S. mail addresses. The unit member shall notify the Board within ten (10) calendar days from the date of the letter to indicate availability and desire for such position.
7. If the position(s) initially abolished is reinstated, this position(s) will be staffed first from the RIF list. Thereafter, voluntary transfers may be made to a position affected by the RIF after the position(s) has been offered to all properly certified/licensed unit members on the RIF list.

8. No unit members new to the District will be employed until all properly certified/licensed unit members on the RIF list have been offered a contract for the position in accordance with the provisions of this section.
9. No unit member whose contract has been suspended pursuant to this Article shall lose the right to recall by reason having declined recall to a position that is less than full-time or, if the unit member was not employed full-time just prior to suspension of the member's contract, to a position requiring lesser percentage of full-time employment than the position the unit member last held while employed in the District.
10. Upon acceptance of the notice to resume active employment status, the unit member shall be entitled to the same contractual status which was held prior to the RIF including but not limited to all rights related to salary, fringe benefits, and seniority shall be fully restored.

ARTICLE VI.

WORKING CONDITIONS

A. VACANCIES AND TRANSFERS

1. Posting of Unit Vacancies

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

- a. A position is considered vacant when one of the following events occurs and the Board determines to fill the position:
 - an employee dies
 - an employee resigns
 - an employee retires
 - an employee is non-renewed
 - an employee is terminated
 - an employee is transferred
 - an employee is promoted
 - a new position is created
 - an employee's disability leave extends beyond its designated limitations
- b. Vacancies will be posted for three (3) workdays (for this purpose, days during the summer break on which the central office is open for business count as "workdays") on the district website with notice of new postings/vacancies through a district-wide email sent to unit members' school email.
- c. Vacancies which occur during regular school year holidays will be posted in accordance with the provisions of (b) above upon the return of unit members to duty.
- d. Notification of vacancies shall include:
 - position available;
 - qualifications and requirements for the job;
 - deadline for application;
 - effective starting date; and,
 - any additional pertinent information.

As to the middle school and high school, it is understood that unit members may be administratively assigned as to grade levels, courses, and teaching teams prior to determining what positions are posted.

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

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

2. **Transfers and Reassignments**

a. **Voluntary Transfers**

Procedures:

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

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

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

b. **Involuntary Transfers**

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

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

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

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

B. UNIT MEMBER DAY AND YEAR

1. All unit members shall be assigned an appropriate starting and dismissal time. The unit member's day shall not exceed seven hours and fifty minutes (7:50), including a duty-free lunch that is equal to the time provided students, but in no case less than an uninterrupted one-half (1/2) hour with the following exceptions:
 - a. No more than six (6) hours will be used in a school year.
 - i. As part of the six (6) hours above, unit members may be asked to attend any school-related function including Open House or other activity as determined by the building principal.

However, principals shall have the rights to schedule staff meetings either before or after the regular student day, not to exceed one hour. These meetings shall count as part of the 6 (six) hours and be in addition to those set aside for planning, in-service education, and orientation included within the unit member's contract year.
 - ii. Each building principal and a building advisory committee of unit members will meet by September 30 each year to determine the required events to be held within the 6 (six) hours above.
 - b. The Superintendent may schedule as many staff meetings as necessary, before or after the regular student day, to deal appropriately with matters deemed to be essential by the Superintendent. Attendance at these meetings shall be voluntary except in cases of emergency.
2. All unit members shall be provided planning and conference time in accordance with the requirements of the State Board of Education Minimum Standards. Unit members shall be entitled to a minimum of 200 minutes planning time each five-day week and will receive a thirty (30) minute block of planning time each day. Travel time shall not be considered a part of the assigned planning/conference time. The remaining time will be accumulated throughout the week including minutes before and after student contact time. Planning and Conference time shall be used only for parent conferences, professional study, lesson preparation, and/or other activities necessary for carrying out the duties of the position. In conjunction with the seven hour and fifty-minute (7:50) workday, planning time will be scheduled at the beginning or the end of the teacher workday, and unit members will be provided flexibility in how they use their planning time

provided all professional responsibilities are met. No unit member shall be required to supervise or teach any class during their conference or planning time without compensation in accordance with Section G of Article X. However, the following procedures will be followed in order to assure equity among bargaining unit members who substitute:

- a. For purposes of covering classes when a unit member is absent and no substitute is available, unit members will be placed on a rotation with other unit members who have the same class coverage period. In the event the unit member is not needed for class coverage, this time is used as additional planning and conference time.
 - b. A unit member who does not receive their planning will be compensated according to the amount established in accordance with Section G of Article X.
3. The regular contractual year for unit members shall consist of a maximum of 186 days for returning unit members and 189 days for new unit members as outlined below.

186	Total Days for Returning Unit Members
189	Total Days for New Unit Members
2	Teacher Workdays at the beginning of the school year (one day for staff development and one day for individual teacher planning)
1	Teacher Workday at the end of the school year.
2	Parent/Conference days/Student Discovery/Graduation/Student Exhibition, etc. (Four [4] dates)
4	Four (4) Professional Development days which will consist of staff development. The Board will direct four hours of the day and the association will be self-directed the rest of the time for a minimum of two (2) of the four (4) days,
3	Three (3) days for New Unit Member Orientation paid at their per diem rate for attending.

- 4. Unit members may be absent, with pay, while on an approved leave granted in accordance with the terms and conditions of the provisions of this Agreement.

5. A Calendar Committee will be co-chaired by Administration and CWEA and will have equal representation from both Administration and CWEA. The committee will submit a school calendar to the Board of Education no later than the regularly scheduled October Board meeting each year. The Board may adopt or reject this proposal. If the Board rejects, the Superintendent shall notify the Committee and indicate why the calendar was unacceptable. The Committee may submit a second calendar for the Board's consideration provided such recommendation is received by the Board prior to the next regularly scheduled Board meeting. If the second recommended calendar is also rejected, the Board may proceed to adopt a calendar of its own choice no earlier than the regularly scheduled Board meeting in January. No changes shall be made in the school calendar after it has been adopted by the Board of Education without at least ten (10) days notification in writing to the Association. The Association shall have an opportunity to present to the Board of Education its suggestions regarding any changes before changes are adopted.

6. When the District or a building is closed for a calamity day, students and staff will not report and no instruction will occur.

If a building closure forces student instructional hours to fall below state minimums, to the extent possible, teacher-directed synchronous learning will occur in which the teacher and students are interacting in real time on a virtual learning platform during the closure.

7. District-sponsored professional development shall meet the guidelines of federally defined "Highly Quality Professional Development" and meetings shall be designed with unit member input and may provide for individual or group work. If possible, contact hours may be provided. Unit members shall attend any in-service program designed by the Board to comply with mandated training.

a. All unit members are expected to attend district-sponsored professional development.

b. Unit members who are absent on district-sponsored professional development may be required to make up the time via a plan agreed upon with the Superintendent/designee.

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

8. Required mandates and/or trainings (example: Public School Works) will need to be completed as a professional responsibility by the unit member.

C. **WORKING CONDITIONS**

1. **Teaching Environment**

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

2. **Facilities**

- a. Separate work areas and restroom facilities will be provided for unit members to the degree possible. Any future major building remodeling or renovation shall include such separate facilities.
- b. Members will be provided:
 - i. a desk, storage space, and files for maintaining records and related materials;

- ii. individual mailboxes;
- iii. supplies and materials in accordance with fiscal constraints and departmental needs based upon unit member recommendations with approval by the administration and/or board; and,
- iv. a telephone will be made available in each lounge for local telephone calls.

3. **Class Size**

The Board agrees to make every effort to maintain class sizes in accordance with the requirements of the State Board of Education Minimum Standards and Section 3317 of the Ohio Revised Code (State Foundation Program Requirements). Class size target goal will be twenty-six (26) students at the elementary buildings and thirty (30) students in an in-person class at the middle school and high school level, not to exceed one hundred-eighty (180) pupils per day assigned for in-classroom instruction at the middle school and high school. Study halls, music groups, band, and other similar large group programs are excluded.

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

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

The administration will make every effort that no more than 35% of students assigned to any general or co-taught class, kindergarten through 5th grade will be comprised of students on 504 or IEPs (not including students on IEPs for speech only). During the school year this percentage can be exceeded due to a change brought about by one (1) student.

Administration will strive to make classroom assignments and develop schedules which are in full compliance with the provision of this article. However, should overages occur, the unit member will notify the building administrator to determine if a change can be made to rectify the situation. At such time if it is determined that the percentage cannot be reduced, the unit member whose class size exceeds 35% will be paid \$25 per day. The unit member, building administrator, and superintendent/designee will meet to develop a plan for payment. Payment will be made at the end of

the trimester. If at any time the percentage falls below 35%, the unit member will no longer receive additional compensation.

4. **Least Restrictive Environment**

Individual Education Program (IEP) and 504 Plan Team

- a. Unit members, as determined by the administrative staff, whose duties would be materially impacted by an IEP or 504 Plan shall be invited to attend and participate at the respective development and review meetings.
- b. Every reasonable effort will be made to conduct IEP meetings after the unit member workday. However, if the need arises to conduct IEP and 504 meetings during the unit member's workday, meetings will be scheduled at a mutually agreed time. Unit members attending IEP and 504 meetings after school shall be paid the hourly rate. Every reasonable effort will be made so that unit members are not deprived of instructional planning time to participate in development and review meetings.

5. **Board Forms**

Forms used by unit members will be available on the district website or other Board adopted provider to all unit members at the beginning of each school year. This includes class the grievance form and personnel file form which are attached to the parties' agreement as addendums. Any updated or newly developed form(s) will be posted on the website or on other Board adopted provider in a timely manner.

6. **School Discipline Procedure**

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

D. **JOB SHARING**

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

1. Only two (2) unit members shall be allowed to share the same position. To be eligible, a unit member must have served at least three (3) years in the District.
2. Those unit members interested in job sharing must notify the building principal, in writing, by March 15 of the preceding school year of their interest. The principal will then discuss the matter with the affected unit members and the District Superintendent.
3. Each proposed case will be individually assessed in light of the best interests of the students affected. If a particular job-sharing arrangement is approved by the Superintendent, the affected unit member will be paid at half the unit member's regular salary.

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

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

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

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

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

E. RESIDENT EDUCATOR PROGRAM

1. The Program Coordinator will administer the Resident Educator Program as prescribed by the Ohio Department of Education and Workforce.

2. The Board will provide training for mentors at no cost to the mentor. Mentors must complete Instructional Mentoring (IM) and Resident Educator-1 (RE-1) training. A certified mentor will be assigned to a Resident Educator for each year of their residency. The mentor shall be paid \$250.
3. No mentor shall participate in the job performance evaluation of a Resident Educator unit member. The Resident Educator Program does not replace or supersede job performance evaluations under the terms of this Agreement. No adverse employment decision will be made by reason of a unit member's failure to complete the Resident Educator Program.
4. All Resident Educator Program records, including mentor comments and assessments, are to be kept confidential except as otherwise required by law. Mentors shall discuss resident educator unit member performance only as it directly relates to the program.
5. All new unit members holding a valid resident educator license or alternative resident educator license of any type, or a one-year out-of-state educator license shall participate in the Ohio Resident Educator (RE) Program. In addition, to be eligible for participation, the unit member must:
 - a. teach at least two classes or .25 FTE in their area of licensure or in the area in which the unit member holds a supplemental teaching license;
 - b. be responsible for planning and delivering standards-based, preK-12 curriculum to students and evaluating their progress;
 - c. work 120 days as defined by Ohio Revised Code; and,
 - d. be assigned an ODEW-certified, trained mentor by the District.

ARTICLE VII.

TEACHER EVALUATION

A. PURPOSE

The purposes of teacher evaluations are:

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

B. APPLICATION

1. The teacher evaluation procedure contained in this agreement applies to “teachers” as defined in ORC 3319.111.
2. Teachers who receive a final holistic rating of Accomplished will be evaluated every three (3) years provided the teacher submits a self-directed Professional Growth Plan and the evaluator determines the teacher is making progress on that plan. On non-evaluative years, one (1) observation shall occur of at least thirty consecutive (30) minutes. The teacher and principal shall meet within ten (10) days to discuss the observation.
3. Teachers who receive a final holistic rating of Skilled will be evaluated every two (2) years. On non-evaluative years, one (1) observation shall occur of at least thirty consecutive (30) minutes. The teacher and principal shall meet within ten (10) days to discuss the observation.
4. Teachers who receive a final holistic rating of:
 - a. Ineffective, will be evaluated the following year.
 - b. Developing, will be evaluated the following year.
5. Teachers who provide a letter of intent to retire and are approved by the Board of Education by December 1st will not be evaluated during that school year.
6. Teachers who have been on approved leave for fifty percent (50%) of the workdays in a year may choose to not be evaluated, if agreed upon by Administration.

7. If Ohio Revised Code changes the frequency of required evaluations and/or observations to less than the current amount, then the school year following the effective date of change, the District will convert to the minimum amount of evaluations and/or evaluations as required. An administrator may choose to conduct more observations than required.

C. CRITERIA FOR ASSESSING TEACHER PERFORMANCE

1. The evaluation instrument can be found in the Ohio Evaluation System for OTES 2.0.
2. A teacher's performance shall be assessed based on the Educator Standards and Teacher Performance Evaluation Rubric.
3. All results and conclusions of an assessment of a teacher's performance shall be documented and supported by evidence, defined by the OTES 2.0 process.
4. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

D. OBSERVATIONS DURING AN EVALUATION YEAR

1. Schedule of Observations for Full Evaluation Cycle

A formal holistic observation shall be conducted at a mutually agreed upon time and prior to the end of the first semester. A focused observation shall be conducted prior to April 30th, unless mutually agreed upon between the teacher and evaluator. There shall be at least one (1) work week between observations.

In addition, the evaluator will indicate a rating of teacher effectiveness based on the combination of each observation/walkthrough sequence to provide the teacher with timely feedback on the teacher's performance.

2. Schedule of Observations for Less Frequent Cycle

One observation shall be conducted prior to April 30th unless mutually agreed upon between the teacher and the evaluator.

3. When Observations May Not Occur

Observations shall not occur the day prior to the following:

Thanksgiving, Christmas, Spring break, or when the teacher has an approved extended absence, including but not limited to maternity/paternity/adoption leave, unless mutually agreed upon.

E. OBSERVATION CONFERENCE

1. All scheduled observations during the school year shall be preceded by a conference between the evaluator and the teacher prior to the observation, unless waived. At this meeting, the teacher and administrator will discuss what the evaluator will observe during the classroom observation.
2. A post-observation conference shall take place within ten (10) working days following the formal observation, unless mutually agreed upon or due to extenuating circumstances. The post-conference discussion between the evaluator and teacher should focus on the identified area(s) of support. The evaluator and teacher collaborate to make recommendations on the teacher's Professional Growth Plan or Improvement Plan. Teachers may bring additional evidence for the evaluator to consider. At the post-observation conference, a focus area(s) should be determined and progress on focus area(s) should be discussed.
3. A teacher may request all paperwork, including any notes of the classroom observation within ten (10) days of the post-conference for each observation.
4. A teacher shall have ten (10) days to provide additional evidence for the current observation after being given the paperwork following the post-observation conference.
5. A teacher may submit a written rebuttal if in disagreement with their performance rating. The rebuttal shall be submitted to the Director of Human Resources within (10) days of receiving the rating. The Director of Human Resources will review and respond to the rebuttal within (10) days of receipt. The rebuttal will be placed in the teacher's personnel file.
6. As used in this Article, days are defined as a day when school is in session unless the teacher or administrator is absent during that observation or evaluation timeframe. If the teacher or administrator is absent the timeline will be extended by the number of days absent.

F. WALKTHROUGHS

1. A walkthrough is a formative assessment that focuses on one (1) or no more than two (2) of the standards and/or areas of focus.

2. The walkthrough shall consist of not more than fifteen (15) consecutive minutes in duration.
3. The teacher shall be provided feedback through Ohio Evaluation System for OTES 2.0 no later than two (2) workdays following the walkthrough unless mutually agreed upon or due to extenuating circumstances.
4. Walkthroughs shall not unnecessarily disrupt and/or interrupt the classroom learning environment.

G. HIGH-QUALITY STUDENT DATA (HQSD)

1. All evaluations shall contain at least two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD. Additional measures of HQSD should be based on district-provided educational resources and/or curriculum maps.
2. HQSD shall be used as evidence in any component of the teacher's evaluation.

H. EVALUATORS

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

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

I. ORIENTATION OF TEACHERS DURING AN EVALUATION YEAR

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

J. SCHEDULE OF EVALUATION

1. Those teachers who are on limited or extended limited contracts pursuant to ORC 3319.11 and who are under consideration for nonrenewal must have at least three (3) formal observations conducted annually by May 1. See Master Agreement Article III: Unit Member Conditions #3 Non-Renewal of Contract.
2. The evaluation cycle shall be completed no later than May 1, and the teacher being evaluated shall receive results of said evaluation cycle through Ohio Evaluation System for OTES 2.0 including the determined final holistic rating of teacher effectiveness by May 10.
3. No teacher shall participate in an evaluation cycle more than once annually.

4. Teacher Categories for annual evaluation cycle:

Full Evaluation Cycle	Less Frequent Evaluation Cycle
<ul style="list-style-type: none"> • Developing teachers from previous observation cycle • Ineffective teachers from previous observation cycle • New employees to the District • Employees in final year of contract • Accomplished teachers once every three years* • Skilled teachers once every two years* <p><i>*except when a teacher is in the final year of a limited contract</i></p>	<ul style="list-style-type: none"> • Accomplished teachers from previous evaluation cycle • Skilled teachers from previous evaluation cycle

5. Components of Evaluation Cycle:

Full Evaluation Cycle	Less Frequent Evaluation Cycle
<ul style="list-style-type: none"> • Professional Growth or Improvement Plan • Formal Holistic Observation followed by conference • Classroom Walkthroughs (minimum of two) • Formal focused Observation-Emphasis on Focus area(s) • Final summative conference 	<ul style="list-style-type: none"> • Professional growth plan • One thirty (30) minute observation • One conference; with discussion on PGP

K. FINALIZATION OF EVALUATION

1. At the completion the evaluation cycle, and no later than May 10th, a conference may be held between the teacher and the evaluator to enter the final holistic rating of teacher effectiveness.
2. The following will be placed in member permanent files: Final Holistic Rating of Teacher Effectiveness from Ohio Evaluation System for OTES 2.0 Professional Growth Plan OR Improvement Plan.

3. The teacher can attach additional information to their final holistic rating of teacher effectiveness.
4. The principal or Superintendent shall make a final recommendation for the purpose of contract renewal as required by ORC.

L. **PROFESSIONAL GROWTH PLANS**

Will be completed annually for the following teachers:

1. Teachers who receive a final holistic rating as Accomplished, Skilled, or Developing; and,
2. Teachers who are new to the District.

Professional growth plans will be due to the evaluator by September 15 of each school year unless mutually agreed upon between the teacher and evaluator.

M. **IMPROVEMENT PLANS**

Teachers will be placed on an Improvement Plan in the following circumstances:

1. Receive a final holistic rating of teacher effectiveness of Ineffective, or
2. Due to deficiencies in an individual component of the evaluation system.

A teacher on an Improvement Plan may request additional instructional support. Requests should be made to building administration.

Teacher will be notified if they will be placed on an Improvement Plan for the following year no later than May 10. Improvement Plan will be developed collaboratively by the evaluator and teacher by September 15.

N. **STATUTE CHANGES**

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

O. **LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE**

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

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

2. The committee shall be comprised of seven (7) members as follows:
 - One (1) unit member from each building (Indian Trail, Winchester Trail, Middle School, High School)
 - Three (3) representatives of the Administration.
3. The Association Co-President shall appoint the four (4) unit members with the concurrence of the Association executive committee. The Superintendent with the approval of the Board shall appoint the three (3) representatives of the Administration.
4. Whenever evaluating unit member professional development plans, the building LPDC representative will review the unit member individual professional development plan (IPDP). Upon approval, the IPDP will be sent to the LPDC chairperson. Upon approval of the chairperson, the LPDC committee will provide final approval. If at any time the IPDP is not approved and upon request, the building LPDC representative will meet with the unit member to discuss reasons why the IPDP was not approved.

P. APPEALS PROCESS

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

Q. LOCAL PROFESSIONAL DEVELOPMENT APPEALS BOARD

1. Whenever a unit member is appealing the decision of the LPDC, the Appeals Board will consist of three (3) non-LPDC unit members appointed by the Association and two (2) non-LPDC administrators appointed by the Superintendent.

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

ARTICLE VIII.

COUNSELOR EVALUATION

A. PURPOSE

The purposes of counselor evaluation are:

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

B. APPLICATION

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

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

C. CRITERIA FOR ASSESSING COUNSELOR PERFORMANCE

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

D. OBSERVATIONS DURING AN EVALUATION YEAR

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

Schedule of Observations:

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

E. OBSERVATION CONFERENCE

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

F. WALKTHROUGHS

1. A walkthrough is a formative assessment that focuses on one (1) or no more than two (2) of the standards and/or areas of refinement.
2. The walkthrough shall consist of not more than fifteen (15) consecutive minutes in duration.
3. The counselor shall be provided feedback through Ohio Evaluation System Portal no later than two (2) workdays following the walkthrough unless mutually agreed upon or due to extenuating circumstances.

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

G. EVALUATORS

The person who is responsible for assessing a counselor's performance shall be the counselor's building administrator or superintendent/designee.

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

H. ORIENTATION OF COUNSELOR DURING AN EVALUATION YEAR

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

- c. If not resolved at building level, CWEA will contact the Director of Human Resources.
- d. If not resolved with the Director of Human Resources, it will be addressed at Issues Council.

I. SCHEDULE OF EVALUATION

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

J. FINALIZATION OF EVALUATION

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

K. PROFESSIONAL GROWTH PLANS

Will be completed annually for the following counselors:

- 1. counselors who receive a final summative rating of counselor effectiveness as Accomplished or
- 2. counselors who receive a final summative rating of counselor effectiveness as Skilled or Developing who have expected or above expected growth will

complete professional growth plans including during years they are not evaluated.

Professional Growth Plans will be due to the evaluator by September 15 of each school year unless mutually agreed upon between the counselor and evaluator.

L. **IMPROVEMENT PLANS**

Counselors will be placed on an Improvement Plan in the following circumstances:

- Receive a final summative rating of counselor effectiveness of Ineffective
1. Counselors may be placed on an Improvement Plan due to deficiencies in an individual component of the evaluation system.
 2. A counselor on an Improvement Plan may request additional instructional support. Requests should be made to building administration.
 3. Counselor will be notified if they will be placed on an Improvement Plan for the following year no later than May 10. Improvement Plan will be developed collaboratively by the evaluator and counselor by September 15.

M. **STATUTE CHANGES**

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

N. **DEFINITIONS**

1. **Day**

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

2. **Ohio Evaluation System Portal**

The electronic system used by the District to report to ODEW aggregate final summative counselor evaluation ratings.

3. **Evaluation Cycle**

The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance

assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

4. **Evaluation Factors**

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

5. **Evaluation Framework**

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

6. **Evaluation Instrument**

The forms used by the counselor's evaluator. The forms are located in the Ohio Evaluation System Portal.

7. **Evaluation Procedure**

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

8. **Evaluation Rating**

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

- Accomplished,
- Skilled,
- Developing, or
- Ineffective.

9. **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.

10. **Reinforcement**

Areas of success.

11. **Refinement**

Areas needing further improvement

12. **Student Metrics**

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

ARTICLE IX. LEAVES

A. ATTENDANCE AT PROFESSIONAL MEETINGS

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

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

B. ASSOCIATION LEAVE

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

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

C. COURT LEAVE

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

D. UNPAID LEAVES

1. Extended Unpaid Leaves

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

2. **Qualifiers**

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

3. **Unpaid Medical Leave**

A unit member who becomes medically disabled and who has exhausted the unit member's sick leave or who elects not to use sick leave may request and shall be granted unpaid medical leave. A unit member's application for unpaid medical leave shall be accompanied by a physician's statement describing the nature of the medical disability, its expected duration, and the period of time the unit member should be relieved of the unit member's duties. This leave shall not exceed two (2) consecutive school years.

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

4. **Family and Medical Leave Act**

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

E. PERSONAL LEAVE

One (1) unrestricted day will be granted to each unit member yearly to be used as the unit member wishes. If the unit member does not use the personal day, it will be converted to the unit member's sick leave balance.

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

Except at the discretion of the Superintendent, no more than five (5) percent of unit members in each building shall be on personal leave on any given day. Personal leave shall be granted on a first come, first served basis within each building.

F. CHILD CARE LEAVE

A unit member may be granted leave for Maternity, Paternity and/or Adoption in accordance with the following conditions:

1. A request for Maternity, Paternity and/or Adoption leave shall be filed with the Superintendent at least thirty (30) days prior to the effective date of leave. The request shall state the expected date of leave.
2. Eligible unit members may use up to sixty (60) accrued sick leave days within twelve (12) weeks of the birth of the child for Maternity and Paternity purposes.
3. Eligible unit members may utilize up to sixty (60) accrued sick leave days at any time during the first year after receiving defacto custody of the child, or prior to receiving such custody if necessary, in order to fulfill the requirements for adoption.
4. Maternity/Paternity/Adoption leave without pay:
 - a. An eligible unit member may take unpaid leave for the purposes of Maternity, Paternity and/or Adoption pursuant to FMLA.
 - b. Maternity/Paternity leave shall not continue longer than one (1) full semester beyond the semester during which the leave began.
5. Unit members granted unpaid Maternity, Paternity and/or Adoption Leave may maintain group insurance fringe benefits under the provisions in Section D of this Article.

G. SICK LEAVE

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

Unit members shall earn sick leave credit at the rate of one and one-fourth (1 1/4) days per month and shall continue to accrue sick leave while providing services under contract with the Board. A unit member will be able to accumulate a maximum of three hundred (300) sick days.

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

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

A unit member who has exhausted their accumulated sick leave shall be advanced five (5) days. Sick leave days will not be advanced in any amount that exceeds the number of days the member can earn by the end of the year.

H. UNRESTRICTED SICK LEAVE

Up to four (4) days of sick leave per year are unrestricted and no reason need be given for use. Sick leave used on an unrestricted basis will be deducted from the member's existing sick leave balance. Unrestricted days are subject to the following limitations:

1. Unrestricted sick leave may not be used during the first five (5) student days, the last ten (10) student days of each school year, as well as on any Professional Development day except at the discretion of the Superintendent.
2. Except at the discretion of the Superintendent, no more than five (5) percent of unit members in each building shall be out on unrestricted sick leave on any given day. Unrestricted sick leave shall be granted on a first come, first-served basis within each building.
3. Sick leave may be used for any absence of the member due to 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 member's immediate family.
4. At the discretion of the Superintendent, sick leave may be granted to attend the funeral of a close friend.

I. **CATASTROPHIC SICK LEAVE BANK**

When a unit member suffers a catastrophic illness or injury and has exhausted all sick leave and personal leave, the unit member may request through the Association Catastrophic Sick Leave Committee additional days that may be transferred from other unit members at a maximum of twenty (20) days per request and a maximum of forty (40) days per school year. However, at the Committee's discretion, less than the maximum request for days may be approved.

The Association Co-Presidents will appoint members to serve on the Committee. The Committee shall administer and process the sick leave bank in an equitable manner and in no case shall this plan prevent or prolong a unit member from applying for or being granted a disability retirement. The Committee will vote by secret ballot. When a majority of the Committee members agree to approve both the applicant request and determine the amount of days, then such transfer may take place.

The Committee shall notify the Board's Treasurer of the approved request in writing. The Committee will send out the request to all members. Each unit member donating day(s) will sign a statement authorizing the Board Treasurer to implement the transfer.

1. Contribution to the Bank

Unit members who wish to access the sick leave bank must contribute at least one (1) day to the bank every three (3) years in order to be considered or allowed access. This will be done through an online form created by the Association to be forwarded to the Payroll Department by October 1 of each school year. Donations may come from the unit member's accrued sick leave balance with each donated day reducing the unit member's accrued sick leave by the same amount. Days donated to the bank will forever be forfeited by the unit member.

If the sick leave bank falls below a total of fifty (50) days during the year, the Committee may request that unit members donate additional days. At the Committee's discretion, the Committee may pause the requirement to donate if the bank has sufficient days. The Committee will submit original copies of any donations from unit members to the Board Treasurer during a thirty (30) day window of time. The maximum number of days any unit member may donate in a school year is ten (10) days.

2. Use of Donated Days

In the event of a catastrophic, prolonged, or chronic illness of a bargaining unit member, or someone in their immediate family, a bargaining unit member who has exhausted both their sick and personal leave may request

through the Committee a transfer of unused sick leave days from the sick leave bank to the affected bargaining unit member to be used as sick leave. The request will be reviewed by the Committee. The Committee may request additional information at any time to assist them in their decision. A letter notifying the applicant of the granting or rejecting of the request and, if appropriate, the number of days granted, will be delivered to the applicant.

The decision made by the Committee is final and cannot be subject of a grievance or Board's action. The Committee will notify the Board Treasurer of any days from the sick leave bank to be transferred to the applicant.

J. **ASSAULT LEAVE**

"Assault" means the causing of physical harm to a unit member by any person.

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

1. The unit member's conduct was within the bounds of generally accepted standards of professional conduct.
2. The building, or other appropriate administrator, was notified of the incident as soon as possible following its occurrence.
3. The unit member may choose to report the incident to law enforcement officials.
4. The unit member submits to the Superintendent a form prescribed by the Board justifying the use of assault leave.
5. The unit member provides a physician's statement describing the nature and duration of the physical disability resulting from the assault and the necessity of absence from regular employment.
6. If a student physically assaults a unit member, an investigation will occur as soon as possible which will include input from the staff person assaulted. The administration will take reasonable precautions to assist and/or protect the bargaining unit member.

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

ARTICLE X. FINANCIAL

A. INSURANCE COVERAGE

1. All coverages will remain equal to or greater than those currently in effect for the life of this Agreement. The Board has the right to change carriers but in no case may the Board reduce benefits or services unless recommended by the Issues Council and approved by both negotiation committees.
2. Premiums for life insurance, dental, and vision are to be paid by the Board at the percentages stated below for the duration of this Agreement unless altered as indicated in the last sentence of the above paragraph.
3. Premiums for HMO and medical coverage are to be paid at 85% for single plans and 75% for family plans for the duration of this Agreement period unless altered as indicated in the last sentence of the first paragraph.
4. At no time shall the amount paid by the Board for individuals exceed that paid for family coverage, or should the amount paid by the Board for the HMO coverage ever exceed that paid for traditional medical coverage.
5. The Board will provide the Association with a copy of the complete insurance contract between the carrier, the administrative services, and the Board in a timely fashion.
6. Life insurance coverage shall be basic term life of \$45,000 per unit member with 100% premium payment by the Board.
7. The vision insurance plan shall be provided at 75% premium payment by the Board for both single and family plans. The dental insurance plan shall be provided at 85% premium payment by the Board for single plans and 75% premium payment by the Board family plans.
8. Obligations of the insurance carrier to unit members for Basic Medical Expense Benefits, Major Medical Expense Benefits, Dental Expense Benefits and vision benefits are outlined in ADDENDUM (B) to this Agreement to serve as information to the unit members. This is meant to be a summary. The obligation of the insurance carrier(s) includes but are not necessarily limited to those items listed.

9. Section 125 Cafeteria Plan

The Board shall maintain a Flexible Benefits Plan (the "Plan") intended to qualify as a "cafeteria plan" under Section 125 of the Internal Revenue Code

(the "Code"). A full-time or regular part-time unit member may participate in the Plan by filing an election form and all applicable insurance forms with the Board Treasurer.

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

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

10. **Health Care Committee**

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

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

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

B. **PAY PRACTICES**

1. **Regulations**

- a. All unit members must comply with the laws and regulations governing the certification/licensure of unit members as adopted by the State Board of Education and shall have a valid certificate/license on file in the Office of the Superintendent.

- b. Service credit shall be granted to unit members in accordance with Ohio Revised Code, Section 3317.14 and as outlined below for a minimum of five (5) years of actual service credits, except that the Superintendent shall award service credit for at least three (3) years. Additional years of service credit over five (5) may be granted by the Superintendent as agreed upon at the point of employment. (Award of service credit shall supersede all provisions of the ORC in conflict with this Article).
 - i. Years of service in chartered public or nonpublic schools in the State of Ohio and institutions of higher education provided that the unit member has a valid Ohio certificate/license during each year of credited service experience.
 - ii. Years of service in chartered public or nonpublic schools in the United States of America, other than Ohio, provided that the unit member had a valid certificate/license for the state in which the service was performed during each year of credited service experience.
 - iii. A year of service experience shall be for not less than one hundred twenty (120) school days of any given school year and must be regular teaching or one hundred twenty (120) days substitute teaching in one district.
- c. Previous military experience in accordance with Ohio Revised Code, Section 3317.13 may be granted.
- d. All previous experience must be verified by the unit member.
- e. The salary schedule shall be based on one hundred eighty-six (186) days of annual service for unit members.
- f. Per diem deductions shall be made for absence other than those provided for under the leave provisions or other authorized absences. The deduction of a day's salary is calculated as follows:
 - i. The total number of days the unit member is employed divided into the total annual salary taken from the salary schedule times the number of days of unauthorized absence.
 - ii. The deductions shall be accomplished through a lump sum out of the next check.
- g. Annual salaries shall be paid in twenty-four (24) equal installments. Each unit member will have pay deposited directly through electronic

transfer to a financial institution participating in the automatic clearing house system. Unit members desiring to change financial institutions, terminate direct electronic deposit, or implement direct electronic deposit must allow no less than two (2) weeks notification prior to such change being implemented. The unit member is responsible for notifying the Board Treasurer's Office of any change in their direct deposit account or bank. In the event of an emergency, checks will be distributed in place of the direct deposit.

- h. All unit members under contract by June 1 for the following school year will be given a salary notice by July 1.
- i. For a unit member to qualify for the MA+15 column or the MA+30 column, the hours must be graduate level hours earned after the Master's Degree is conferred. The MA+15 and MA+30 columns refer to semester hours of training.
- j. All unit members shall receive their W-2 forms on or before January 31.
- k. Upon completion of course work sufficient to qualify the unit member for a higher salary bracket, the unit member shall file for appropriate documentation with the Board Treasurer. Upon receipt, the Treasurer shall move the unit member to the proper step and adjust the unit member's salary. If the unit member files the documentation with the Treasurer after March 15th, the Treasurer shall move the unit member to the proper step and adjust the member's salary the next school year.
- l. Unit members who are National Board Certified or hold the Master Teacher Designation will receive an annual stipend of \$1,000. Such stipend shall begin the year after certification has been granted. Beginning with the 2025-2026 school year, National Board Certified and Master Teacher Designation stipends will not be paid.

2. **Direct Deposit Information**

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

3. **Payroll Deductions**

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

C. **HOURLY RATES**

Home tutors employed on an as-needed basis will be paid \$32.50 per hour. Extra duties (other than class coverage during planning time) will be paid at \$32.50 per hour.

D. **SUPPLEMENTAL SALARY SCHEDULE**

1. The Superintendent/designee shall inform unit members of newly created supplemental positions and/or vacancies through an email to the staff. Unit members interested in any district level supplemental position should submit interest through the applicant tracking system. Unit members interested in any building level supplemental should submit interest in writing to the appropriate building administrator.
2. Upon the creation of any additional supplementary positions by the Board, the Association shall be notified as to the Board's intended placement in a column of the supplemental index. Within ten (10) days, the Association must notify the Superintendent of its agreement with the placement or present a written request for a meeting to work out an agreed upon placement. Failure to so notify the Superintendent will result in the Board's intended placement being finalized.

E. SEVERANCE PAY

Unit members entering service retirement after January 1, 2025, under the State Teachers Retirement System (STRS) with fifteen (15) years of service in the District, shall receive payment for the unit member's sick leave balance at the per diem rate.

MINIMUM ACCRUED SICK LEAVE DAYS	MAXIMUM ACCRUED SICK LEAVE DAYS	PAID PERCENTAGE
251	300	35%
201	250	25%
151	200	15%
0	150	5%

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

F. STRS PICK-UP

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

The unit member's contract salary shall thus be restated (1) as consisting of (a) a cash salary component and (b) a pick-up component, which is equal to the amount of the unit member's contribution being picked up by the Board on behalf of the unit member; (2) that the Board will contribute to STRS an amount equal to the unit member's required contribution to STRS for the account of each unit member; and (3) that sick leave, severance, vacation, supplemental, and extended service pay and insurance benefits which are indexed to or otherwise determinable by reference to the unit member's rate of pay shall be calculated upon both the cash salary component and pick-up component of the unit member's restated salary.

G. PLANNING TIME COMPENSATION

Planning time compensation does not apply if the unit member is covering a class during coverage duty time.

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

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

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

If a unit member is absent and no substitute teacher and/or internal coverage is available and a unit member absorbs a class or portion of a class due to the

absence, the affected member will be compensated at the entire day substitute teacher rate if such absorption is for more than six (6) hours. If the absorption is for four and one half (4½) hours or more but less than six (6) hours, the unit member will receive the three-fourth (³/₄) day substitution rate. If the absorption is for more than three (3) hours but less than four and one half (4½) hours, the unit member will receive the half-day substitute teacher rate. If absorption is for three (3) hours or less, the unit member will receive the quarter-day substitute rate. However, if more than one (1) unit member is affected, the entire day, three-fourths day, half-day, or quarter-day substitute rate, whichever is applicable, will be divided among those affected.

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

H. **TUITION REIMBURSEMENT**

The Board will allocate/transfer the sum of \$95,000 per school year from its general fund budget for tuition reimbursement. Any unused cash balance as of the end of a school year will be rolled over and added to the Board's allocation for the succeeding year. The tuition reimbursement fund including the process, including but not limited to who is eligible for reimbursement of course cost tuition, the maximum amount of reimbursement per year per unit member who satisfactorily completes course work in an accredited college or university, approval by the LPDC etc., will be determined and administered by the Association's Tuition Committee. The Association Co-President will select committee members to serve on the Association's Tuition Committee to review and determine tuition reimbursement. The decision made by the committee is final and cannot be the subject of a grievance.

At no time will the fund balance exceed \$150,000.

I. **TUITION WAIVER**

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

1. Notification is prior to the beginning of each school year.
2. Students already accepted during the previous school year will not be denied on the basis of overcrowding.
3. Acceptance does not require a special education program not available in the District, Board-paid tuition to any optional education program, or release of any per pupil state funds to another elementary, secondary, or post-secondary institution for acceptance of credit or in lieu of tuition.

4. The student's prior discipline record meets with open enrollment standards established by the Board.
5. The tuition student's conduct shall be reviewed annually.
6. The parent must be totally responsible for the student's transportation.
7. The parent must gain a written release from the home school and the OHSAA to participate in athletic competition.

J. **COMPENSATION TO ASSOCIATION LEADERS**

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

K. **BACKGROUND CHECKS AND LICENSURE FEE**

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

The Board will pay the cost for the renewal of one (1) license per unit member over a five-year period.

ARTICLE XI. UNION DUES

The Board agrees to deduct from the salaries of unit members the unified dues and assessments for the Association/OEA/NEA and any subdivisions of these organizations, as individually and voluntarily authorized and to transmit the monies promptly to the Association Treasurer. Unit member authorization will be in writing by September 30 on a form provided by the Association. Authorization shall be on a continuing basis from year to year, unless revoked in writing to the Association Treasurer with a copy being sent to the Board Treasurer and the Association Co-President or changed in accordance with the procedures herein. A unit member wishing to revoke the unit member's payroll deduction may do so only by submitting the revocation in writing to both the Association Co-President and to the Association Treasurer with a copy to the Board Treasurer. The Association will process all revocations or modifications by submitting or forwarding them to the Board Treasurer. The Board Treasurer shall, upon notification from the employee organization that a unit member has terminated membership, cease payroll deductions with respect to the former unit member.

ARTICLE XII.
DURATION AND IMPLEMENTATION

A. DURATION

This Agreement shall become effective upon ratification by the Association and the Board and shall remain in full force and effect from July 1, 2024 through June 30, 2027.

B. AMENDMENT

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

C. SEVERABILITY




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

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

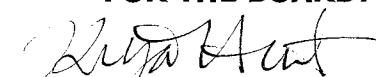
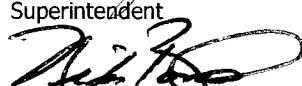

D. CONTRACT COPIES

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

FOR THE ASSOCIATION:

	<u>5/21/24</u>
Co-President	Date
	<u>5/24/24</u>
Co-President	Date
	<u>5/22/24</u>
Vice President	Date

FOR THE BOARD:

	<u>5/28/24</u>
Superintendent	Date
	<u>5/29/24</u>
Treasurer	Date
	<u>5.28.24</u>
District Administrator	Date

ADDENDUM A ACCESS TO PERSONNEL FILES

Access to Personnel Files
100 Washington Street • Canal Winchester, OH 43110

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

PLEASE FILL IN COMPLETELY: Date _____

File To Be Viewed: _____

Name of Employee _____

Name of Person Requesting
Permission to Access File: _____

Address: _____ Telephone: _____

Name of Attorney (if any): _____

Address: _____ Telephone: _____

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

IMPORTANT

1. Upon submission to the office of the Treasurer of the above form, access will be granted promptly in light of all the relevant surrounding circumstances. The Administration will attempt to notify the employee of your request.
2. Examination of the file will be done during regular working hours (8-4) of the Board Office in the presence of an authorized person and no items may be removed from the file by anyone except the Superintendent.

ADDENDUM B SCHEDULE OF BENEFITS

2024 Surest Standard Plan Designs - Ohio
Case Effective July 01, 2024 through June 30, 2025

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Category	Plan Design Element	Plan A2500	
		In-Network	Out-of-Network
Overall Provisions	Deductible	None	
	Coinsurance (Plan Paid)	100%	
	OOP Limit Individual	\$2,500	\$8,000
	OOP Limit Family	\$5,000	\$16,000
Medical Coverage*	Preventive Care	\$0	\$60
	Virtual Care		
	Virtual Health (Primary and Urgent)	\$0	\$40
	Virtual Health (Specialty)	\$5 to \$40	\$40 to \$90
	Office Visit	\$5 to \$40	\$120
	Urgent Care	\$20	\$60
	Emergency Room	\$180	\$180
	Ambulance	\$80	\$80
	Maternity Delivery	\$350 to \$1,000	\$3,000
	Procedures (Office, Outpatient and Inpatient)	\$10 to \$2,000	Up to \$6,000
	Procedures (Inpatient and some Outpatient)	\$75 to \$2,000	Up to \$6,000
	Other inpatient hospital stay (inc. admission from ER)	\$1,000	\$3,000
	Rehabilitative Therapies	\$5 to \$35	Up to \$105
	Complex Imaging (Ex: MRI, CT, etc.)	\$40 to \$280	Up to \$840
	Routine Diagnostic Test (Ex: X-ray, Lab, Ultrasound)	\$0	\$0
Fertility Treatment	Not Covered	Not Covered	
Mental Health & Substance Use Disorder Office Visit	\$5	\$60	
Other Benefit Notes	OOP Limit Cross Application	In-Network copays accumulates towards In-Network & Out-of-Network OOP Limit	Out-of-Network copays do not accumulate to In-Network OOP Limit
	OOP Limit Accumulator	ERISA Plan Year accumulator	ERISA Plan Year accumulator
	Out of Network Reimbursement	N/A	100% of Medicare Fee Schedule
Pharmacy Coverage (OptumRx)**	Pharmacy Alt Plan 1		
	Retail and Mail Order Pharmacy - 30 day supply		
	Tier 1	\$10	Not Covered
	Tier 2	\$35	Not Covered
	Tier 3	\$70	Not Covered
	Specialty Retail Pharmacy		
	Tier 1	\$10	Not Covered
	Tier 2	\$100	Not Covered
	Tier 3	\$200	Not Covered
	Pharmacy Alt Plan 2		
	Retail and Mail Order Pharmacy - 30 day supply		
	Tier 1	\$10	Not Covered
	Tier 2	\$60	Not Covered
	Tier 3	\$90	Not Covered
	Specialty Retail Pharmacy		
	Tier 1	\$10	Not Covered
	Tier 2	\$150	Not Covered
	Tier 3	\$300	Not Covered
	Pharmacy Alt Plan 3		
	Retail and Mail Order Pharmacy - 30 day supply		
	Tier 1	\$20	Not Covered
Tier 2	\$90	Not Covered	
Tier 3	\$150	Not Covered	
Specialty Retail Pharmacy			
Tier 1	\$20	Not Covered	
Tier 2	\$200	Not Covered	
Tier 3	\$500	Not Covered	

*Place of Service - the Price (Copays) for some medical services and procedures are determined by the clinical setting in which the individual actually receives the care ("Place of Service"). For example, minor surgery in an office will incur an Office Visit price (copay), whereas minor surgery received in a hospital will incur an Outpatient Hospital Services and Surgery price (copay).

** Retail and Mail Order 90 day ratio is 2.5

Insurance coverage is provided by All Savers Insurance Company (for FL, GA, OH, UT and VA), by UnitedHealthcare Insurance Company of IL (for IL), by United Healthcare of Kentucky, Ltd. (for KY), or by UnitedHealthcare Insurance Company (for AL, AR, AZ, CO, DC, DE, GA, IA, ID, IN, KS, LA, MI, MN, MO, MS, MT, NC, NE, NH, NV, OK, PA, RI, SC, SD, TN, TX, UT, VA, WV, and WY). These policies have exclusions, limitations, and terms under which the policy may be continued in force or discontinued. For costs and complete details of the coverage, contact either your broker or the insuring company. Administrative services provided by Bind Benefits, Inc. d/b/a Surest, its affiliate United HealthCare Services, Inc., or by Bind Benefits, Inc. d/b/a Surest Administrators Services, in CA.

Your VSP Vision Benefits Summary
 CANAL WINCHESTER LOCAL SCHOOLS and VSP provide you with an affordable vision plan.

PROVIDER NETWORK:

VSP Choice

EFFECTIVE DATE:

01/01/2024



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
Your Coverage with a VSP Provider			
WELLVISION EXAM	<ul style="list-style-type: none"> Focuses on your eyes and overall wellness 	\$10	Every 12 months
ESSENTIAL MEDICAL EYE CARE	<ul style="list-style-type: none"> Retinal screening for members with diabetes Additional exams and services beyond routine care to treat immediate issues from pink eye to sudden changes in vision or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more. Coordination with your medical coverage may apply. Ask your VSP doctor for details. 	\$0 per screening \$20 per exam	Available as needed
PRESCRIPTION GLASSES		\$10	
FRAME*	<ul style="list-style-type: none"> \$150 featured frame brands allowance \$130 frame allowance 20% savings on the amount over your allowance \$130 Walmart*/Sam's Club* frame allowance \$70 Costco* frame allowance 	Included in Prescription Glasses	Every 24 months
LENSES	<ul style="list-style-type: none"> Single vision, lined bifocal, and lined trifocal lenses Impact-resistant lenses for dependent children 	Included in Prescription Glasses	Every 12 months
LENS ENHANCEMENTS	<ul style="list-style-type: none"> Standard progressive lenses Premium progressive lenses Custom progressive lenses Average savings of 30% on other lens enhancements 	\$0 \$95 - \$105 \$150 - \$175	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	<ul style="list-style-type: none"> \$120 allowance for contacts; copay does not apply Contact lens exam (fitting and evaluation) 	Up to \$60	Every 12 months
EXTRA SAVINGS	<p>Glasses and Sunglasses</p> <ul style="list-style-type: none"> Extra \$20 to spend on featured frame brands. Go to vsp.com/offers for details. 20% savings on additional glasses and sunglasses, including lens enhancements, from any VSP provider within 12 months of your last WellVision Exam. <p>Routine Retinal Screening</p> <ul style="list-style-type: none"> No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam <p>Laser Vision Correction</p> <ul style="list-style-type: none"> Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities 		
YOUR COVERAGE GOES FURTHER IN-NETWORK			
With so many in-network choices, VSP makes it easy to get the most out of your benefits. You'll have access to preferred private practices, retail, and online in-network choices. Log in to vsp.com to find an in-network provider.			

*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change.
 †Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.
 ‡Coverage with a retail chain may be different or not apply.
 §VSP guarantees member satisfaction from VSP providers only. Coverage information is subject to change in the event of a conflict between this information and your organization's contract with VSP; the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc. is the legal name of the corporation through which VSP does business. TrueHearing is not available directly from VSP in the states of California and Washington.
 ¶To learn about your privacy rights and how your protected health information may be used, see the VSP Notice of Privacy Practices on vsp.com.
 ©2023 Vision Service Plan. All rights reserved.
 VSP, Eyeconic, and WellVision Exam are registered trademarks of Vision Service Plan; Flaxon and Dragon are registered trademarks of Maroon Eyewear, Inc. All other brands or marks are the property of their respective owners. 102628 VCCM

Classification: Restricted



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

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

Control Plan - Delta Dental of Ohio

Benefit Year - January 1 through December 31

Covered Services -

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

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

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year. Two additional prophylaxes are payable per calendar year for individuals with a documented history of periodontal disease.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice per calendar year for people age 18 and under.
- Space maintainers are payable once per area per lifetime for people age 18 and under.
- Bitewing X-rays are payable twice per calendar year. Full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any three-year period.
- Sealants are payable once per tooth per lifetime for first and second permanent molars for people age 18 and under. The surface must be free from decay and restorations.
- Veneers are payable on incisors, cuspids, and bicuspid once per tooth per five-year period for children ages 8 through 19 if required because of severe tetracycline staining, severe fluorosis, hereditary opalescent dentin or amelogenesis imperfecta.
- Composite resin (white) restorations are payable on posterior teeth.

KR#05375429

- Metallic inlays are Covered Services.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants and implant related services are not Covered Services.
- Crowns over implants and their related services are not Covered Services.
- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and silver diamine fluoride treatment. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in major life activity.

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

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

Payment for Orthodontic Service - When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

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

Waiting Period - Enrollees who are eligible for Benefits are covered on the date of hire.

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

Also eligible are your Spouse and your Children to the end of the month in which they turn 26, including your Children who are married, who no longer live with you, who are not your Dependents for Federal income tax purposes, and/or who are not permanently disabled.

Enrollees and dependents choosing this plan are required to remain enrolled for a minimum of 12 months. Should an Enrollee or Dependent choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. Dependents may only enroll if the Enrollee is enrolled (except under COBRA) and must be enrolled in the same plan as the Enrollee. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

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

Benefits will cease on the last day of the month in which your employment is terminated;

Customer Service Toll-Free Number: 800-524-0149 (TTY users call 711)
<https://www.DeltaDentalOH.com>
 Contract Start Date: July 1, 2022
 Document Creation Date: May 25, 2022

KR#05375429

ADDENDUM C
CWEA SALARY SCHEDULE – FY 2024-2025
Index Overhaul with 4.0% Base Increase

Step	BA		MA		MA15		MA30	
	Index	Value	Index	Value	Index	Value	Index	Value
1	1.000	50,100	1.080	54,108	1.100	55,110	1.120	56,112
2	1.050	52,605	1.130	56,613	1.150	57,615	1.170	58,617
3	1.100	55,110	1.180	59,118	1.200	60,120	1.220	61,122
4	1.150	57,615	1.230	61,623	1.250	62,625	1.270	63,627
5	1.200	60,120	1.280	64,128	1.300	65,130	1.320	66,132
6	1.250	62,625	1.330	66,633	1.350	67,635	1.370	68,637
7	1.300	65,130	1.380	69,138	1.400	70,140	1.420	71,142
8	1.350	67,635	1.430	71,643	1.450	72,645	1.470	73,647
9	1.390	69,639	1.480	74,148	1.500	75,150	1.520	76,152
10	1.430	71,643	1.530	76,653	1.550	77,655	1.570	78,657
11	1.470	73,647	1.580	79,158	1.600	80,160	1.620	81,162
12	1.510	75,651	1.630	81,663	1.650	82,665	1.670	83,667
13	1.540	77,154	1.680	84,168	1.700	85,170	1.720	86,172
14	1.570	78,657	1.730	86,673	1.750	87,675	1.770	88,677
15	1.600	80,160	1.780	89,178	1.800	90,180	1.820	91,182
16	1.620	81,162	1.820	91,182	1.840	92,184	1.860	93,186
17	1.630	81,663	1.860	93,186	1.880	94,188	1.900	95,190
18	1.640	82,164	1.900	95,190	1.920	96,192	1.940	97,194
19	1.650	82,665	1.940	97,194	1.960	98,196	1.980	99,198
20	1.660	83,166	1.980	99,198	2.000	100,200	2.020	101,202
21	1.670	83,667	2.010	100,701	2.030	101,703	2.050	102,705
22	1.680	84,168	2.040	102,204	2.060	103,206	2.080	104,208
23	1.690	84,669	2.070	103,707	2.090	104,709	2.110	105,711
24	1.700	85,170	2.100	105,210	2.120	106,212	2.140	107,214
25	1.710	85,671	2.130	106,713	2.140	107,214	2.170	108,717
26	1.720	86,172	2.150	107,715	2.160	108,216	2.200	110,220
27	1.730	86,673	2.170	108,717	2.180	109,218	2.230	111,723
28	1.740	87,174	2.190	109,719	2.200	110,220	2.260	113,226
29	1.750	87,675	2.210	110,721	2.220	111,222	2.290	114,729
30	1.760	88,176	2.230	111,723	2.240	112,224	2.320	116,232
31	1.760	88,176	2.230	111,723	2.240	112,224	2.320	116,232
32	1.760	88,176	2.230	111,723	2.240	112,224	2.320	116,232
33	1.760	88,176	2.230	111,723	2.240	112,224	2.320	116,232
34	1.760	88,176	2.230	111,723	2.240	112,224	2.320	116,232
35	1.760	88,176	2.230	111,723	2.240	112,224	2.320	116,232
36	1.760	88,176	2.230	111,723	2.240	112,224	2.320	116,232
37	1.760	88,176	2.230	111,723	2.240	112,224	2.320	116,232
38	1.760	88,176	2.230	111,723	2.240	112,224	2.320	116,232
39	1.760	88,176	2.230	111,723	2.240	112,224	2.320	116,232
40	1.760	88,176	2.230	111,723	2.240	112,224	2.320	116,232

ADDENDUM D
CWEA SALARY SCHEDULE – FY 2025-2026
3.0% Base Increase

	BA		MA		MA15		MA30	
Step	Index	Value	Index	Value	Index	Value	Index	Value
1	1.000	51,603	1.080	55,732	1.100	56,764	1.120	57,796
2	1.050	54,184	1.130	58,312	1.150	59,344	1.170	60,376
3	1.100	56,764	1.180	60,892	1.200	61,924	1.220	62,956
4	1.150	59,344	1.230	63,472	1.250	64,504	1.270	65,536
5	1.200	61,924	1.280	66,052	1.300	67,084	1.320	68,116
6	1.250	64,504	1.330	68,632	1.350	69,665	1.370	70,697
7	1.300	67,084	1.380	71,213	1.400	72,245	1.420	73,277
8	1.350	69,665	1.430	73,793	1.450	74,825	1.470	75,857
9	1.390	71,729	1.480	76,373	1.500	77,405	1.520	78,437
10	1.430	73,793	1.530	78,953	1.550	79,985	1.570	81,017
11	1.470	75,857	1.580	81,533	1.600	82,565	1.620	83,597
12	1.510	77,921	1.630	84,113	1.650	85,145	1.670	86,178
13	1.540	79,469	1.680	86,694	1.700	87,726	1.720	88,758
14	1.570	81,017	1.730	89,274	1.750	90,306	1.770	91,338
15	1.600	82,565	1.780	91,854	1.800	92,886	1.820	93,918
16	1.620	83,597	1.820	93,918	1.840	94,950	1.860	95,982
17	1.630	84,113	1.860	95,982	1.880	97,014	1.900	98,046
18	1.640	84,629	1.900	98,046	1.920	99,078	1.940	100,110
19	1.650	85,145	1.940	100,110	1.960	101,142	1.980	102,174
20	1.660	85,661	1.980	102,174	2.000	103,206	2.020	104,239
21	1.670	86,178	2.010	103,723	2.030	104,755	2.050	105,787
22	1.680	86,694	2.040	105,271	2.060	106,303	2.080	107,335
23	1.690	87,210	2.070	106,819	2.090	107,851	2.110	108,883
24	1.700	87,726	2.100	108,367	2.120	109,399	2.140	110,431
25	1.710	88,242	2.130	109,915	2.140	110,431	2.170	111,979
26	1.720	88,758	2.150	110,947	2.160	111,463	2.200	113,527
27	1.730	89,274	2.170	111,979	2.180	112,495	2.230	115,075
28	1.740	89,790	2.190	113,011	2.200	113,527	2.260	116,623
29	1.750	90,306	2.210	114,043	2.220	114,559	2.290	118,171
30	1.760	90,822	2.230	115,075	2.240	115,591	2.320	119,719
31	1.760	90,822	2.230	115,075	2.240	115,591	2.320	119,719
32	1.760	90,822	2.230	115,075	2.240	115,591	2.320	119,719
33	1.760	90,822	2.230	115,075	2.240	115,591	2.320	119,719
34	1.760	90,822	2.230	115,075	2.240	115,591	2.320	119,719
35	1.760	90,822	2.230	115,075	2.240	115,591	2.320	119,719
36	1.760	90,822	2.230	115,075	2.240	115,591	2.320	119,719
37	1.760	90,822	2.230	115,075	2.240	115,591	2.320	119,719
38	1.760	90,822	2.230	115,075	2.240	115,591	2.320	119,719
39	1.760	90,822	2.230	115,075	2.240	115,591	2.320	119,719
40	1.760	90,822	2.230	115,075	2.240	115,591	2.320	119,719

ADDENDUM E
CWEA SALARY SCHEDULE – FY 2026-2027
3.0% Base Increase

	BA		MA		MA15		MA30	
Step	Index	Value	Index	Value	Index	Value	Index	Value
1	1.000	53,151	1.080	57,404	1.100	58,467	1.120	59,530
2	1.050	55,809	1.130	60,061	1.150	61,124	1.170	62,187
3	1.100	58,467	1.180	62,719	1.200	63,782	1.220	64,845
4	1.150	61,124	1.230	65,376	1.250	66,439	1.270	67,502
5	1.200	63,782	1.280	68,034	1.300	69,097	1.320	70,160
6	1.250	66,439	1.330	70,691	1.350	71,754	1.370	72,817
7	1.300	69,097	1.380	73,349	1.400	74,412	1.420	75,475
8	1.350	71,754	1.430	76,006	1.450	77,069	1.470	78,132
9	1.390	73,880	1.480	78,664	1.500	79,727	1.520	80,790
10	1.430	76,006	1.530	81,322	1.550	82,385	1.570	83,448
11	1.470	78,132	1.580	83,979	1.600	85,042	1.620	86,105
12	1.510	80,259	1.630	86,637	1.650	87,700	1.670	88,763
13	1.540	81,853	1.680	89,294	1.700	90,357	1.720	91,420
14	1.570	83,448	1.730	91,952	1.750	93,015	1.770	94,078
15	1.600	85,042	1.780	94,609	1.800	95,672	1.820	96,735
16	1.620	86,105	1.820	96,735	1.840	97,798	1.860	98,861
17	1.630	86,637	1.860	98,861	1.880	99,924	1.900	100,987
18	1.640	87,168	1.900	100,987	1.920	102,050	1.940	103,113
19	1.650	87,700	1.940	103,113	1.960	104,176	1.980	105,239
20	1.660	88,231	1.980	105,239	2.000	106,302	2.020	107,366
21	1.670	88,763	2.010	106,834	2.030	107,897	2.050	108,960
22	1.680	89,294	2.040	108,429	2.060	109,492	2.080	110,555
23	1.690	89,826	2.070	110,023	2.090	111,086	2.110	112,149
24	1.700	90,357	2.100	111,618	2.120	112,681	2.140	113,744
25	1.710	90,889	2.130	113,212	2.140	113,744	2.170	115,338
26	1.720	91,420	2.150	114,275	2.160	114,807	2.200	116,933
27	1.730	91,952	2.170	115,338	2.180	115,870	2.230	118,527
28	1.740	92,483	2.190	116,401	2.200	116,933	2.260	120,122
29	1.750	93,015	2.210	117,464	2.220	117,996	2.290	121,716
30	1.760	93,546	2.230	118,527	2.240	119,059	2.320	123,311
31	1.760	93,546	2.230	118,527	2.240	119,059	2.320	123,311
32	1.760	93,546	2.230	118,527	2.240	119,059	2.320	123,311
33	1.760	93,546	2.230	118,527	2.240	119,059	2.320	123,311
34	1.760	93,546	2.230	118,527	2.240	119,059	2.320	123,311
35	1.760	93,546	2.230	118,527	2.240	119,059	2.320	123,311
36	1.760	93,546	2.230	118,527	2.240	119,059	2.320	123,311
37	1.760	93,546	2.230	118,527	2.240	119,059	2.320	123,311
38	1.760	93,546	2.230	118,527	2.240	119,059	2.320	123,311
39	1.760	93,546	2.230	118,527	2.240	119,059	2.320	123,311
40	1.760	93,546	2.230	118,527	2.240	119,059	2.320	123,311

ADDENDUM F

CANAL WINCHESTER LOCAL SCHOOL DISTRICT

SUPPLEMENTAL SALARY SCHEDULE FY24-25 to FY26-27

SUPPLEMENTAL BASE: \$ 47,000

LEVELS	A	B	C	D	E	F	G	H
1	5,170	4,700	4,230	3,760	3,290	2,820	2,350	1,180
2	5,690	5,080	4,540	4,000	3,480	2,990	2,520	1,340
3	6,210	5,460	4,850	4,230	3,670	3,150	2,680	1,510
4	6,730	5,830	5,150	4,470	3,860	3,320	2,850	1,670
5	7,240	6,210	5,460	4,700	4,050	3,480	3,010	1,840
6	7,760	6,580	5,760	4,940	4,230	3,650	3,180	2,000
7	8,280	6,960	6,070	5,170	4,420	3,810	3,340	2,170
8	8,790	7,340	6,370	5,410	4,610	3,980	3,510	2,330
9	9,310	7,710	6,680	5,640	4,800	4,140	3,670	2,500
10	9,830	8,090	6,980	5,880	4,990	4,310	3,840	2,660
11+	10,340	8,460	7,290	6,110	5,170	4,470	4,000	2,820

Supplemental Position Groups

A	E
Varsity Basketball Varsity Football Marching Band Director	Asst. HS Cross Country Asst. HS Cheerleading Asst. HS Golf Asst. HS Tennis MS Basketball MS Football HS Yearbook (without a class) Marching Band Percussion Marching Band Color Guard
B	F
Varsity Baseball Varsity Lacrosse Varsity Soccer Varsity Softball Varsity Track Varsity Volleyball Varsity Wrestling	MS Baseball MS Lacrosse MS Soccer MS Softball MS Track MS Volleyball MS Wrestling HS Musical Director
C	G
Varsity Cross Country Varsity Cheerleading (Basketball) Varsity Cheerleading (Football) Varsity Golf Varsity Tennis Asst. HS Basketball Asst. HS Football Asst. HS Marching Band	MS Cross Country MS Cheerleading MS Golf MS Tennis HS Play Director MS Musical Director
D	H
Asst. HS Baseball Asst. HS Lacrosse Asst. HS Soccer Asst. HS Softball Asst. HS Track Asst. HS Volleyball Asst. HS Wrestling	Weight Room Supervisor Elementary Yearbook MS Yearbook HS Yearbook (with a class)

ADDENDUM G
CANAL WINCHESTER LOCAL SCHOOL DISTRICT
STIPEND SALARY SCHEDULE FY24-25 to FY26-27

TITLE	AMOUNT
RESA Mentor	250
Outdoor Education Trip Coordinator	500
Theatre Designer – HS	500
Theatre Designer – MS	500
Music Elementary	750
Washington DC Trip Coordinator	800
Student Council – MS	800
National Board/Master Teacher	1,000*
Master Teacher Chair	1,000
Career Tech Student Organization Advisor	1,000
National Honor Society Advisor – HS	1,200
LPDC Committee	1,200
Science Olympiad – MS	1,500
Science Olympiad – HS	1,500
OMUN – MS	1,500
OMUN – HS	1,500
Junior Class Advisor	1,500
Senior Class Advisor	1,500
Special Education District Representative	1,500
Assistant Theatre Director – HS	1,500
Assistant Theatre Director – MS	1,500
Theatre Support – HS	1,000
Theatre Support - MS	1,000
LPDC Chair	1,800
Student Council – HS	2,000
Vocal Music – MS	2,000
Instrumental Music – MS	2,000
Pep Band – HS	2,000
Department/Grade Level Chairs	2,400
Vocal Music – HS	2,500
Instrumental Music – HS	2,500
Content Creator	2,500
Faculty Manager	3,200

**Position will be eliminated in the 2025-2026 school year.*

**ADDENDUM H
GRIEVANCE FORMS**

CANAL WINCHESTER EDUCATION ASSOCIATION

GRIEVANCE FORM – STEP 1 - PRINCIPAL

Grievance # _____

A. Date of Occurrence:

B. Date of Informal Meeting:

C. Name of Grievant(s):

D. Statement of Grievance and provision(s) of contract allegedly violated, misinterpreted and/or misapplied: _____

E. Relief Sought: _____

(Grievant and/or Association Signature (Date))

F. Disposition of Principal/Immediate Supervisor: _____

(Signature (Date))

CANAL WINCHESTER EDUCATION ASSOCIATION
GRIEVANCE FORM – STEP 2 - SUPERINTENDENT

Position of Grievant and/or Association for Grievance:

(Grievant and/or Association Signature (Date))

Date of Step 2 Meeting:

Disposition of the Superintendent: _____

Superintendent (Date)

CANAL WINCHESTER EDUCATION ASSOCIATION
GRIEVANCE FORM – STEP 3 - BOARD OF EDUCATION

A. Position of Grievant and/or Association for Grievance: _____

(Grievant and/or Association Signature (Date))

B. Date forwarded to the Superintendent advancing the grievance to the Board of Education:

C. Date of Executive Session hearing:

D. Disposition of the Board of Education:

Superintendent (Date)

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