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MASTER AGREEMENT

BETWEEN THE

TWINSBURG EDUCATION ASSOCIATION

AND THE

TWINSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION

SEPTEMBER 1, 2024

THROUGH

AUGUST 31, 2027

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ARTICLE 1. RECOGNITION

The Twinsburg City School District Board of Education ("Board") recognizes the Twinsburg Education Association ("Association") as the sole and exclusive representative and negotiating agent for all regular full-time certificated/licensed personnel (Nurses included) and part-time certificated/licensed personnel employed under a regular teaching contract, excluding those who by contract are managerial, administrative or supervisory personnel and all casual substitutes [fewer than sixty-one (61) consecutive days in one position], and part-time employees [employed less than fourteen (14) hours per week]. All other employees are excluded from the bargaining unit. Unless otherwise indicated, the above-described employees will be hereinafter referred to as "teachers" or "bargaining unit members." The Association's recognition as the exclusive representative shall continue until such time as it is altered in accordance with the procedures specified in Ohio Revised Code 4117.

Long-term substitute teaching assignments:

A. A casual substitute (i.e., a substitute who serves for fewer than sixty-one (61) consecutive days in a single position) may be assigned to a long-term substitute teaching assignment, as the need may arise, to temporarily replace a bargaining unit member who is taking an extended leave of absence, provided the individual possesses/obtains a long-term substitute license from the Ohio Department of Education & Workforce ("DEW") in the License Type/Teaching Field applicable to the long-term substitute teaching assignment.

B. A casual substitute who is given a long-term assignment will, effective the substitute's sixty-first (61st) consecutive day in the long-term assignment, be temporarily afforded the rights of bargaining unit members for the remainder of the substitute's long-term assignment, including receipt of a FOB to access the building where the assignment is located. In other words, the long-term substitute employee will have the same rights as bargaining unit members with the exception that long-term substitute's temporary employment will automatically terminate at the end of the long-term assignment or the end of the school year, whichever occurs first, without need for further Board action (i.e., the Board does not need to evaluate or non-renew the long-term substitute pursuant to Ohio Revised Code Sections 3319.11, 3319.111, 3319.112, and 3319.113). If the long-term assignment terminates prior to the conclusion of the school year because the regular bargaining unit member returns from the member's leave of absence, the individual will revert to being a casual substitute and will be used on an as-needed basis to the end of the school year, pursuant to Ohio Revised Code Section 3319.10.

ARTICLE 2. NEGOTIATING PROCEDURES

A. NOTIFICATION

If either party desires to commence bargaining on proper subjects of negotiations, it shall notify the other party, in writing, between February 1 and March 1 of any year the Master Agreement expires. Notification, in writing, from the Association shall be

served on the Superintendent and from the Board shall be addressed to the Association President.

B. NEGOTIATIONS MEETINGS

On or before March 15, an initial meeting will be held at which the parties will submit, in writing, their proposals and, thereafter, additional items shall not be submitted by either party unless the other party consents thereto.

All proposals shall be submitted in writing and shall be in their final form. Topical listing of items proposed for negotiations ("laundry lists") shall constitute a clear failure of compliance with this requirement and may be disregarded. Dates mentioned in any of the sections of these Negotiating Procedures may be extended by mutual consent.

Meetings shall be scheduled with the least interruption of school schedules.

Meetings shall be in Executive Session, unless otherwise mutually agreed upon by both parties. Other rules for conducting Negotiating Meetings, which are deemed necessary and not covered by this Procedure, shall be discussed and agreed upon at this first session.

C. NEGOTIATIONS TIME LIMITS

The parties agree to strive to resolve items under negotiation within forty-five (45) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time may be granted. If no agreement is reached, the Disagreement Procedures outlined in this Agreement shall be implemented.

D. SCOPE OF BARGAINING

"Negotiating items" are salaries, fringe benefits, terms and conditions of employment, and such other items as may be mutually agreed upon.

"Good Faith" involves coming to the bargaining table with the intention of negotiating, not of dogmatically pursuing preconceived stands. "Good Faith" requires that the Board and/or Administration and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one party, that party is obligated to give its reasons and/or offer counterproposals. "Good Faith" requires parties to recognize negotiations as a shared process. The obligation of the Board and/or Administration and the Association to meet for the purpose of professional negotiations does not compel either party to agree to a proposal or require the making of a concession.

E. REPRESENTATION

Each team shall limit its representation to six (6) members unless otherwise agreed upon at the first meeting. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be granted all necessary powers and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

F. ASSISTANCE

Either party may call upon consultants at the expense of the requesting party. Such consultants may be used in the negotiating meetings. If needed and requested by both parties, clerical assistance shall be provided at mutual expense.

G. INFORMATION

The parties agree to furnish, upon written request and in a reasonable time, available information concerning the financial status of the District and such other information to assist the parties in the development and evaluation of proposals. Access to available information in such form as it may exist constitutes compliance with this provision; and neither party is obligated to develop data or information not in existence, or to re-work, redraft, summarize, compute, or otherwise develop data or information in other than its existing form.

H. WHILE NEGOTIATIONS ARE IN PROGRESS

Caucuses

Either party may caucus for independent discussion at any time. Caucuses shall be for a period of time mutually agreed upon at the time a caucus is requested.

Protocol

No action to coerce, censure, or penalize any bargaining participant shall be made or implied by any other member as a result of participation in the negotiation process.

Item Agreement

As negotiation items receive tentative agreement, they shall be reduced to writing and initialed by a representative of each party. All items are tentatively agreed upon pending settlement of all issues.

Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a decision on an agreed to time and place for the subsequent meeting.

I. AGREEMENT

When final agreement is reached through negotiations, the outcome shall be reduced to writing, signed, and submitted to the Association for ratification. Following ratification by the Association, the Agreement shall be submitted to the Board for adoption. Upon official adoption by the Board, the Agreement shall be signed by both parties. No provisions of the resulting Agreement shall discriminate against any staff member regardless of membership or non-membership in the Association.

J. DISAGREEMENT PROCEDURES

If agreement is not reached within the specified time limits, the parties will endeavor to select a mutually acceptable mediator. If the parties are unable to reach such agreement, either party may request the services of the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement. This procedure constitutes the parties exclusive mutually agreed upon alternative Dispute Resolution Procedures and shall supersede the procedures provided in O.R.C. 4117.14. The parties retain their respective rights as provided in Chapter 4117, Ohio Revised Code.

K. SUMMARY OF NEGOTIATING PROCEDURES

1. Notification. . .between February 1 and March 1.
2. Negotiations. . .commencing on or before March 15.
3. Disagreement Procedures. . .commencing May 1.*
   *Unless extended by mutual agreement.

ARTICLE 3. GRIEVANCE PROCEDURE

A. GRIEVANCE POLICY

The parties recognize the need for a procedure whereby bargaining unit members can receive a prompt, impartial, and fair hearing on their grievances. Such procedure shall be available to all bargaining unit members, and no reprisals of any kind shall be taken against any bargaining unit member(s) initiating or participating in this Grievance Procedure.

B. GRIEVANCE DEFINED

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

C. PURPOSE AND OBJECTIVES

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

D. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

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

2. An aggrieved bargaining unit member may appear alone or elect to be represented at any or all steps of the Grievance Procedure by the designated representative and/or the Association.

3. At each formal level, the applicable administrator will issue a written decision that includes the reasons for it, in accordance with the specified timeline. The decision will be promptly transmitted to all parties in interest.

4. Unless as part of a settlement or by direction of an Arbitrator's Award, no records, documents, or communication concerning the processing of a grievance through the Grievance Procedure will be placed in the personnel file of any participant involved in the Procedure. The Board and the Association shall keep the records of the grievance confidential to the extent permitted by law.

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

6. Hearings held pursuant to this Grievance Procedure shall be conducted at a time and place that affords a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.

7. The Association may file a grievance if the subject matter involves:

   a. An alleged violation of the Agreement that involves the rights or privileges granted to the Association, its officers, or its representatives.

   b. An alleged violation of the Agreement that involves two (2) or more bargaining unit members.

8. Nothing in this Agreement shall prevent the Association from exercising discretion in deciding to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice.

9. The parties agree that any dispute that is the subject of a grievance is to be resolved through the Grievance Procedure of this Agreement.

E. TIME LIMITS

1. The number of days indicated at each step is considered a maximum. The parties in interest, however, may extend the specified time limits through a written agreement.

2. a. All grievances must be appealed to the next level within ten (10) days of receipt of the disposition at the prior level. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level. Failure by the Board at any step of these procedures to communicate its decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level, unless agreed otherwise as per Section E.1, of this Article.

b. Except at the informal level, all appeals and dispositions shall be made in writing. Receipt of a "disposition" shall be assumed upon date of hand-delivery of such "disposition" to the grievant, or the date of the postmark on the letter sent to the grievant. If an appeal or disposition is sent via email, the sender must also either hand-deliver or mail the document to the intended recipient.

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

4. "Days" shall be days when the Board office is open. In recognition that staff take vacations over the summer, the parties agree to be flexible when scheduling meetings and hearings over the summer.

F. PROCEDURE

Level One: Informal Discussion

A bargaining unit member with a grievance should first discuss it with the member's Immediate Supervisor or Principal, either individually or with a representative, to try to prevent it from becoming a formal grievance. Unless stated to the Administrator at the initiation of the discussion that such discussion is the Level One Informal Discussion, or so stated when it has become one subsequent to the initiation of the discussion, it shall not be deemed as one for purposes of the informal level of the Grievance Procedure. The Immediate Supervisor/Principal shall issue a written response to the bargaining unit member following the Informal Discussion at Level One. The Administrator shall consider whether the Administrator has the authority to grant the relief or action the grievant seeks; if the Administrator determines that the Administrator lacks the authority to resolve the grievance, the Administrator will so notify the grievant in writing and direct the grievant to submit the grievance to Level Three. The Administrator will provide a copy of the Administrator's disposition to the Superintendent.

Level Two: Formal

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, the grievant may, within ten (10) days, submit the grievance to Level Two. Within ten (10) days after receipt of the grievance, the Principal or Immediate Supervisor shall conduct a hearing concerning the grievance. The Principal or Immediate Supervisor/Administrator shall issue a written decision within ten (10) days from the close of the hearing. A copy of the decision shall be provided to the grievant and the Association.

Level Three: Formal

In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may, within ten (10) days of receipt of the disposition, appeal the grievance to Level Three.

Within ten (10) days of receipt of the appeal, the Superintendent/designee shall conduct a hearing concerning the grievance. The Superintendent shall issue a written decision within ten (10) days from the close of the hearing. A copy of the decision shall be provided to the grievant and the Association.

Level Four: Formal

If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may request a hearing before the Board. The grievant's request for a hearing before the Board shall be submitted, in writing, to the Superintendent within ten (10) days of receipt of the Level Three disposition. Unless it would violate O.R.C. 121.22 (Ohio's Sunshine Law), the hearing will take place in executive session at the next regular Board meeting that is scheduled to occur at least ten (10) days after the Superintendent receives the grievant's request. If the Board determines that O.R.C. 121.22 requires the grievance to be heard in public session, the Board will provide its explanation for this determination to the Association. The Association may then decide whether to have the grievance heard by the Board at Level Four in public session or to move the grievance to Level Five without a hearing before the Board.

Level Five: Formal

If the grievant is not satisfied with the disposition of the grievance at Level Four, the grievant (through the Association) may demand a hearing before an arbitrator. The grievant's demand for arbitration shall be submitted, in writing, to the Superintendent within ten (10) days following the grievant's receipt of the Level Four disposition. Within ten (10) days following receipt by the Superintendent of the grievant's request for arbitration, the Board (or its designated representative) and the grievant shall mutually petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. The arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.

Once the arbitrator is selected, the arbitration of the grievance shall proceed in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator shall have the authority to consider only a single grievance, or several grievances involving a common question of interpretation or application. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy shall be sent to the Association and the Board. The decision of the arbitrator shall be binding on the Board, the Association, and the grievant.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator's ruling and opinion shall be

confined to the precise issue(s) submitted to the arbitrator and shall only include observations or declarations of opinion that are directly essential to reaching the determination.

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

The costs for arbitration shall be shared equally by the Board and the Association.

G. MISCELLANEOUS

1. An "aggrieved" person is a bargaining unit member having a grievance and shall be referred to herein as the grievant. A "party in interest" is any person who may be required to take action or against whom action may be taken in order to resolve a grievance.

2. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a complaint or problem to discuss the matter informally with any appropriate member of the Administration and having the complaint or problem adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and the Association is given the opportunity to be present at such adjustment and to state its views.

3. The Association may have an officer or building representative present at all formal steps of the grievance process to represent the interests of the Association.

ARTICLE 4. ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. EXCLUSIVE ORGANIZATION RIGHTS

The rights and privileges provided in this Article are granted exclusively to the Association as the sole and exclusive bargaining agent for the purpose of representing bargaining unit members.

B. USE OF SCHOOL FACILITIES AND EQUIPMENT

The Association and/or its representatives may use school buildings and equipment at reasonable hours, without cost, provided such use does not interfere with normal operation of the schools. The regular application procedure for use of buildings and equipment shall be followed. When additional costs, including special custodial services, are incurred, the Board shall charge the Association in accordance with applicable Board policy.

C. USE OF SCHOOL COPIERS/SCANNERS

The Association may use copiers/scanners located within the buildings for Association business, provided that such use does not conflict with school business. The Association may be billed for the actual cost of all materials used. To facilitate billing, the Association shall maintain and promptly submit to the Administration a record of materials (e.g., school paper) used.

D. BULLETIN BOARDS

The Association may post Association materials on a designated bulletin board that is accessible to bargaining unit members in each school building.

E. BUILDING ACCESS

The Association President or the Association President's designee may visit schools. Upon arrival, the Association President / designee shall notify the Principal of the purpose of individual's visit. Visits to schools must not interfere with teaching and other duties assigned by the Board and Administration, or with other school needs. The Principal may deny access to avoid such interference, provided the Principal does not act arbitrarily and capriciously.

F. USE OF INTERSCHOOL MAIL SYSTEM

The Association may use the interschool mail system.

G. USE OF BARGAINING UNIT MEMBERS' MAILBOXES / EMAIL

The Association has the right to place materials into individual bargaining unit members' mailboxes in school buildings and to send emails to them at that District-issued email addresses; employees, however, shall have no expectation of privacy in any emails sent to/from their District-issued email address, and all emails are subject to Board policy, including, but not limited to, the Staff Technology Acceptable Use and Safety Policy.

H. INFORMATION ABOUT BARGAINING UNIT MEMBERS

The current version of the below listed sources, which contain the specified personally identifiable information, shall be "shared" via Google Drive with, or sent to, the Association President or Association Treasurer, as applicable. The Employee Directory and Superintendent's Spreadsheets will be updated no later than September 30 of each school year, and the Payroll Deduction Report will be provided every pay when deductions are taken.

- Employee Directory –
    - Name
    - Home Address
    - Phone Number
    - Worksite

- Grade level and/or assignment
- Spreadsheet from Superintendent's Office –
  - Date of hire
  - Seniority date
  - Employment Status (e.g., limited contract, continuing contract)
- Payroll Deduction Report –
  - An indication of whether a bargaining unit member is participating in payroll deduction of Association dues

I. PAYROLL DEDUCTIONS

1. Bargaining unit members may submit to the Board Treasurer written authorization for payroll deduction of yearly or continuing Association dues and/or fees (for the Twinsburg Education Association and its affiliates) and the following:

   a. Annuities (including 403B and 457 Deferred Compensation Plans)
   b. Credit Union
   c. FCPE
   d. Insurance payments for insurance provided under this Agreement
   e. United Way
   f. Twinsburg Schools Foundation

   The Board Treasurer's obligation to make deductions under Paragraph 1.a. (Annuities) is subject to computer capabilities as determined by the Board Treasurer.

2. No later than October 15 annually, the Association shall submit to the Board Treasurer a list of the bargaining unit members requesting standard payroll deductions or continuous payroll deductions for membership in the Association.

3. The Association President shall, by October 1 annually, certify to the Board Treasurer the amount of the annual dues deduction for the current school year.

4. Dues deductions shall be made in twenty (20) equal payments beginning no later than the last pay in October.

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

   b. If the bargaining unit member leaves the employ of the Board prior to completing payment of the dues owed for that year, the remainder owed shall be deducted from the member's final paycheck. The Association is responsible for collecting the remainder after the final deduction, if the paycheck is insufficient to pay the dues owed. This provision shall not apply if employment is ended due to the death of the bargaining unit member.

c. The Association shall indemnify and hold the Board harmless from any and all claims or suits or any action arising from implementation of this Section (i.e., Article 4.I.5), provided the Board executed its duties with reasonable care.

6. The Board Treasurer shall remit, in a timely manner, to the Association Treasurer all monies from Association memberships.

J. BOARD RECORDS

The Board will provide to the Association President an electronic copy of all agendas of Board meetings. The Board agrees to respond to all public records requests submitted by the Association in a timely and reasonable manner, including providing records in an electronic format whenever feasible.

K. OFFICERS' STIPEND

The Association President, Vice-President, Secretary, and Treasurer may elect to be paid a stipend by the Board of Education if the Board is first prepaid the cost of the stipend and any associated employer STRS contributions, taxes, and deductions. If elected, the Association shall prepay the Board fourteen (14) days prior to the issuance of other District stipends. Alternate prepayment arrangement may be made as the Association President and the Board Treasurer shall agree in writing for the benefit of an efficient process. The Association agrees to indemnify and hold harmless the District from any and all liability that may result from the payment of this stipend.

L. UNIFORM START TIME ON SPECIFIC DAYS

Bargaining unit members shall report to work at 8:00 a.m. and end work at 3:30 p.m. on the following days: First scheduled teachers' workday each year; Professional Meeting Days; Teacher Work/Record Days; and Curriculum Days and/or Data Days. A Building Principal, however, may decide to keep the building's normal schedule on Data Days and/or the last teacher workday of the school year.

M. The Association is permitted to make announcements at the end of general staff meetings, building meetings, and District meetings, and may use the public address system, subject to usual building procedures, to make Association announcements.

ARTICLE 5. BARGAINING UNIT MEMBER RIGHTS

A. PERSONNEL RECORDS

1. The Board shall maintain the official personnel file of each bargaining unit member in the Administration Office of the Twinsburg City Schools. The file will be maintained in accordance with Chapter 1347 of the Ohio Revised Code.

2. Bargaining unit members have the right, upon written request, to review the contents of their personnel files and to receive copies of any documents contained therein at a cost not to exceed the actual cost of reproduction. The first copy of any document shall be provided at no cost. Written request for review of an individual's file shall be directed to the Superintendent/designee. This right to review contents does not apply to pre-employment information.

3. If the bargaining unit member disputes the accuracy, relevancy, timeliness, or completeness of information maintained in the personnel file, the bargaining unit member may request that the Administration investigate the current status of the information. The Administration shall, within ten (10) workdays after receiving that request, make an investigation to determine if the disputed information complies with O.R.C. 1347.05(F), and notify the member of the results of the investigation and the action it plans to take with respect to the disputed information. If the member is not satisfied with that determination, the member may include in the member's personnel file, a brief statement outlining the member's position on the disputed information and/or include in the personnel file a notation that the member protested that the information is inaccurate, irrelevant, outdated, or incomplete. Anonymous documents shall not be placed into a bargaining unit member's personnel file.

4. Any such statements or notations incorporated in personnel files by bargaining unit members shall be included in any subsequent release or dissemination of the disputed information. The Administration has the right to include with the bargaining unit member's statement or notation, a statement that it has reasonable grounds to believe the dispute is frivolous or irrelevant and to include the reasons for such belief.

5. Three (3) years after an unsubstantiated investigation is concluded (i.e., the bargaining unit member is determined not to have engaged in a violation of Board policy and/or guidelines, or the *Licensure Code of Professional Conduct for Ohio Educators)*, a bargaining unit member may request that all documents related to the unsubstantiated investigation be placed in an "unsubstantiated investigation file" outside the employee's personnel file. Such records shall be maintained in accordance with the Board's record retention guidelines.

6. Upon request of the bargaining unit member, after five (5) years from the date of a documented verbal warning or a written reprimand (that involves wrongdoing other than discrimination or harassment), the District will move the documented verbal warning or written reprimand to a stale materials file outside the employee's personnel file, provided the bargaining unit member has had no discipline during the intervening five (5) years. Documents in the stale materials file shall not serve as a basis for future disciplinary action. Such records shall be maintained in accordance with the Board's record retention guidelines. A written reprimand involving substantiated violation of the Board's nondiscrimination and/or antiharassment policies are not eligible for movement to the stale materials file.

B. PARENT COMPLAINTS AGAINST BARGAINING UNIT MEMBERS

1. All parents registering a complaint regarding a bargaining unit member shall be directed (at the discretion of the Principal) to discuss the matter first directly with the bargaining unit member. Bargaining unit members shall be informed of any complaint by a parent before the Principal begins to investigate the matter.

2. If the parent requests a meeting to discuss the matter, the Principal will arrange, as soon as practicable, for a meeting involving the bargaining unit member, Principal, and the parent to resolve the problem.

   If a bargaining unit member requests a meeting with the parent, the Principal will invite the parent to a meeting with the bargaining unit member and the Principal to attempt to resolve the problem. If the parent declines the Principal's invitation, the Principal will meet with the bargaining unit member to discuss the complaint.

3. If the complaint is not resolved at the meeting referenced in subparagraph B.2., the Superintendent will address the matter.

4. Anonymous letters or material shall not be placed in a bargaining unit member's personnel file or referenced in any documents contained in the personnel file.

5. In Steps 2 and 3, above, a bargaining unit member reserves the right to be accompanied by an attorney appointed by the Association.

6. These complaint procedures do not apply when confidentiality is required in connection with an imminent or ongoing police investigation, or when the complaint involves Title IX or other allegations of discrimination and/or harassment, which will be addressed in accordance with Board policy.

C. REPRIMAND OF BARGAINING UNIT MEMBERS & MEETINGS WITH BARGAINING UNIT MEMBERS

1. If a bargaining unit member is alleged to have engaged in misconduct or wrongdoing, the employee's Immediate Supervisor shall investigate the allegations in a timely manner. As part of the investigation, the Immediate Supervisor may conduct a fact-finding interview(s) with the bargaining unit member. The employee may request an Association representative attend the fact-finding interview(s) with the employee. If the alleged misconduct or wrongdoing involves Title IX or allegations of discrimination and/or harassment, the matter will be investigated and addressed in accordance with Board policy.

   Bargaining unit members are entitled to due process prior to the imposition of discipline.

   Anonymous letters or material shall not be placed in a bargaining unit member's personnel file or referenced in any documents contained in the personnel file.

2. After concluding the investigation, if the allegations are substantiated and the Immediate Supervisor determines it is appropriate to issue a reprimand to the bargaining unit member concerning the member's misconduct/wrongdoing, the Immediate Supervisor will schedule a meeting with the bargaining unit member to present the reprimand. The meeting will be scheduled at a convenient time and place. In advance of the meeting, the staff member will be provided with written notice of the nature of the reprimand and the names of persons to be present at the meeting other than members of the Administration. At the meeting, the bargaining unit member will be provided with the opportunity to orally respond to the charges against the employee. The bargaining unit member has the right to be accompanied and/or represented by a representative of the Association at the reprimand meeting. If after the investigation the administrator determines that the charge is unsubstantiated, the materials associated with the investigation shall be marked "unsubstantiated" and placed in a subfolder within the bargaining unit member's personnel file.

3. Except in unusual circumstances (e.g., administrator's absence), the Immediate Supervisor will conduct the reprimand meeting within ten (10) workdays of the Immediate Supervisor learning of the allegation of misconduct / wrongdoing. No reprimand can be issued unless a reprimand meeting has been convened for that incident. Documentation that supports a reprimand may be attached to the reprimand.

4. Reprimands shall be issued by the Immediate Supervisor (i.e., the Building Principal, or, in the case of an intervention specialist, the Building Principal or the Director of Pupil Services), except when the investigation is conducted pursuant to Section C.1. above, in which case the Central Office Administrator will be responsible for issuing the disciplinary sanction.

5. The Board agrees that no bargaining unit members will be reprimanded in the presence of any student, parent, or other employee (with the exception of an employee acting as a representative of the bargaining unit member being reprimanded). Exchanges between bargaining unit members and administrators shall be professional at all times.

6. If the bargaining unit member is unable to secure representation for a reprimand meeting on a scheduled day, the meeting will be postponed for up to ten (10) workdays in order to provide the bargaining unit member with time to secure representation.

7. If a bargaining unit member is requested to meet with more than one (1) administrator and the employee believes that such meeting may involve discipline, the employee has the right to have a representative present at the meeting. This representative may attend the meeting as an observer or to represent the bargaining unit member.

8. Disciplinary action will not be taken against a bargaining unit member unless there is just cause (i.e., the charges are substantiated based upon a

preponderance of the evidence), documented in writing, and a copy is given to the bargaining unit member.

9. If the bargaining unit member disagrees with the reprimand, the member may file a grievance.

10. A "reprimand meeting" shall be defined as a meeting called for the official purpose of reprimanding a bargaining unit member.

11. A bargaining unit member has the right to request Association representation at any meeting with supervisors. If an employee requests to have an Association representative present at a meeting that occurs as part of the evaluation process, the meeting shall take place after the end of the teacher workday for all bargaining unit members who intend to participate.

D. INDIVIDUAL RIGHTS

The Board agrees with the following rights, to the extent they do not interfere with or conflict with the satisfactory performance of the employee's duties and responsibilities; the educational program; negotiated agreements; policies, rules, and regulations of the Board; and the statutory authority of the Board under law:

1. Bargaining unit members have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form; and

2. Bargaining unit members have the right to participate in professional and civic organizations for their personal benefit and interest.

E. ADMISSION TO SCHOOL ACTIVITIES

With a member's District ID, a bargaining unit member and guest may be admitted to school activities (e.g., school functions held in the District, excluding OHSAA tournament events). A District ID, however, shall not grant a bargaining unit member admission to a benefit-type function designed to raise funds for school-related and charitable activities. Bargaining unit members are expected to assist with crowd control when needed at school activities, which they attend.

F. STAFF SAFETY

1. If a bargaining unit member is the target of a significant assault (i.e., a student engages with the teacher in a physically aggressive manner), the teacher may request to meet with the Principal to discuss the situation. Following the meeting, as appropriate, a plan will be developed to address the student's behavior/conduct; the teacher will be able to provide input on the plan.

2. If a bargaining unit member is assaulted by a student with a disability who has a behavior goal/objective(s) and/or a Behavior Intervention Plan (BIP), the student's IEP / Section 504 team will meet to determine whether the behavior goal/objectives or BIP needs to be amended.

3. If a bargaining unit member is assaulted by a student with a disability who does not have a behavior goal/objective(s) and/or a BIP, but the District believes the assault may have been the result of the student's disability, the student's IEP / Section 504 team will meet to determine if a behavior goal/objective(s) and/or BIP should be developed.

4. Nothing herein, however, shall interfere with or otherwise impact the District's use of its Threat Assessment Team(s) or procedures for addressing the situation.

ARTICLE 6. LEAVES

A. LEAVE OF ABSENCE

1. Definition

A "leave of absence" is defined as a period of extended absence from duty without pay by an employee with the approval of the Board.

2. Application

Unless otherwise specified under each leave provision, or except in cases of emergency, applications for leave of absence shall be made in writing to the Superintendent at least thirty (30) calendar days in advance of the requested start date of the leave. The application shall specify the proposed starting and completion dates of the leave and the reason for the request. Application for a leave of absence due to illness or disability shall be accompanied by a statement from a physician specifying the nature and duration of the illness/disability. The Board may require individuals requesting a leave of absence for disability to be examined by a Board-selected physician at Board expense at any time during the leave of absence. Requests for a leave of absence due to illness or disability shall be granted by the Board for up to two (2) full school years, but the employee must re-apply annually at the start of each school year. All other requests not specified in this Agreement will be considered on their merits. Failure of an employee to return to work at the expiration of a leave of absence shall be deemed a resignation and all rights and privileges of employment shall be thereby extinguished.

3. Rights while on leave

If eligible, an employee granted a leave of absence shall have the right to continue to participate in all fringe benefit programs at the employee's expense during the leave, unless otherwise specified in this Agreement.

4. Reinstatement

Upon return from an approved leave of absence, the employee shall be entitled to reinstatement to the contractual status held prior to the commencement of the

leave. Assignment shall be made by the Superintendent who shall endeavor to reassign the individual to the same position held prior to the leave, or to an equivalent position for which the employee holds valid certification/licensure.

B. ASSAULT LEAVE

Assault Leave involves a paid leave of absence related to an employee being assaulted in the course of the employee's employment. An assault involves a person causing or attempting to cause physical harm to another. The Board will provide up to thirty (30) workdays for Assault Leave, subject to the following provisions:

1. The employee who has been assaulted must furnish a written, signed statement on a form provided by the Board to request and justify use of Assault Leave. This form is different from and in addition to the District's Incident Report Form, which needs to be filed as soon as possible following the incident (i.e., no later than the end of the next workday, unless the employee is prevented from doing so by the need to obtain medical treatment). Said statement shall completely describe the circumstances and behavior of all pertinent parties. The Assault Leave form must be filed with the Superintendent within five (5) workdays of the alleged assault unless the employee is incapacitated, in which case it must be filed as soon as possible.

2. In order to qualify for Assault Leave, the employee must seek medical attention within three (3) workdays of the incident and furnish a certificate from a licensed physician stating the nature of the disability and its estimated duration before Assault Leave can be approved for payment. If the employee's physician estimates the leave will last longer than four (4) workweeks, the Board may require, at its cost, a second medical opinion to substantiate the employee's inability to work.

   Assault Leave granted under these regulations will not be charged under Sick Leave earned or earnable under ORC 3319.141 or leave granted under regulations adopted by the Board pursuant to ORC 3319.08.

   If the employee is disabled by the assault for longer than thirty (30) workdays, the Superintendent may approve an extension of Assault Leave and may require a second medical opinion to substantiate such leave extension, unless the Board at its discretion extends such leave without further medical certification.

   During Assault Leave, if an employee qualifies for Workers' Compensation benefits, the Board shall pay the difference in what the employee receives through Workers' Compensation and the employee's regular compensation. The employee may be encouraged to pursue litigation against the person(s) perpetrating the assault but must agree to give written and/or verbal testimony (i.e., to participate in any internal disciplinary proceedings associated with the assault) to assist the Board and the administration as necessary to ensure appropriate disciplinary action is taken against the attacker.

   Any exception beyond the above must be recommended by the Superintendent and approved by the Board.

C. ASSOCIATION LEAVE

The Association shall be granted a total of fifteen (15) days per year, with pay, for attendance at conventions, conferences, and/or other contract-related activities (including short-term absences associated with an employee attending meetings related to the employee's role as an elected official in a State or National office of the Association's affiliated organizations). Such leave shall be granted by the Superintendent upon application made through the online attendance management system (e.g., AESOP) not less than five (5) days in advance except in situations where such notice is not possible. The Association President or designee (who is a member of the Association's Executive Committee) may use Association Leave to attend a Chamber of Commerce luncheon with prior written approval of the Superintendent. If a bargaining unit member wants to use Association Leave in an increment less than half (½) a day, the Association must notify the member's Principal in writing at least one (1) week before the event, so a spot-substitute can be found to cover for the affected bargaining unit member. If no spot-substitute can be found, the leave shall be denied. The Association may take seven (7) additional days per year for the above stated purposes at no cost to the District – i.e., the Association shall reimburse the District for wages, employer STRS contributions, and any associated taxes and deductions resulting from obtaining a substitute. The same notice procedures shall apply to the additional days.

An Association member who is elected to state or national office of the Association's affiliated organization (e.g., President, Vice President, Treasurer/Secretary), and the office requires full-time release for a school year, the bargaining unit member may request an unpaid State/National Association leave for a period of one school year. The employee may continue to participate in the District's health insurance program provided the employee pays the entire cost of the premium during the leave. Additionally, the employee may be paid a stipend during the leave equivalent to the employee's regular salary if the Association first prepays the Board the full cost of the stipend (i.e., wages, associated taxes, deductions, and STRS employer contributions). The Association agrees to indemnify and hold harmless the District from any and all liability that may result from the payment of this salary. The bargaining unit member shall not advance on the teacher salary schedule for the year the member is on the State/National Association leave.

D. COMPULSORY LEAVE

1. Release time shall be granted with pay when a bargaining unit member is required to perform jury duty. On days when the bargaining unit member is not required to serve on jury duty, the member shall report to the member's assignment.

2. Release time will be provided with pay when a bargaining unit member is subpoenaed as a witness in a matter, provided the member's testimony is directly related to the individual's employment in the District.

3. The bargaining unit member shall retain any compensation the bargaining unit member receives for serving on jury duty and any witness fees the member

receives based on appearing at a proceeding pursuant to a subpoena, as described in the preceding paragraph.

E. MILITARY LEAVE (RESERVES)

1. A bargaining unit member, who is a member of a reserve component of the Armed Forces of the United States and/or the State of Ohio, shall be granted a leave of absence without loss of pay for such time as the member is in the military service, or field training, for periods not to exceed thirty-one (31) days in any one (1) calendar year. The thirty-one (31) day maximum is regardless of whether the employee is called to active duty and supersedes O.R.C. 5923.05 for purposes of calculating pay due by the Board.

2. A bargaining unit member shall be granted a leave for up to two (2) years when the member leaves the employment of the Board because the member was called to active duty in the Armed Services of the United States. The individual shall be re-employed following such leave if application is made in writing within ninety (90) days of honorable discharge from active duty. Re-employment shall be under the same type of contract as was formerly held and shall be at the beginning of the next semester, provided application is made not less than thirty (30) days prior to the first day of the next semester. During the leave, the Board shall pay the lesser of (a) 50% of the difference between the employee's pay at the time of leave and the individual's military pay and allowances, or (b) Five hundred dollars ($500.00) per month. The parties agree that this paragraph supersedes O.R.C. 5923.05 for purposes of calculating pay due by the Board.

F. PARENTAL LEAVE

A bargaining unit member who is about to become the parent of an infant child or who is a parent of an infant under one (1) year of age may request and be granted a Parental Leave of Absence without pay or benefits, upon compliance with the conditions set forth below.

1. The Parental Leave of Absence shall be for the balance of the school year in which delivery is expected or de facto custody of a child being adopted is received (or prior to receiving such custody, if necessary to fulfill the requirements for adoption).

2. At least thirty (30) days prior to the requested date of the Parental Leave, the bargaining unit member shall file a written leave of absence request, or notice in the case of adoption, with the Superintendent. This request shall include:

    a. A statement regarding the expected date of delivery, name of attending physician;

    b. In the case of adoption, notification that the bargaining unit member has begun the adoption process, the name of the adoption official, and the expected date of receipt of custody;

    c. Date on which leave is requested to begin; and

d. Anticipated date of return to service.

3. An extension of one (1) school year shall be granted if delivery or custody is expected after March 1, and such extension is requested by the bargaining unit member no later than March 15 preceding the year for which such extended leave is requested.

4. If the leave is requested for the beginning of a school year, the leave of absence request is required sixty (60) days prior to the bargaining unit member's first scheduled workday.

5. Parental Leave may be extended by the Board for one (1) additional school year for "exceptional circumstances" upon the request of the employee to the Superintendent. The request must be made not later than April 15 preceding the year for which such extended leave is requested.

6. Subsequent to receipt of custody of the infant or termination of pregnancy, application for reinstatement may be made by the bargaining unit member at any time during the school year, and the employee may be reinstated no later than the beginning of the next succeeding school year.

7. Upon return from an approved Parental Leave, the bargaining unit member shall be entitled to reinstatement to a similar position if such position is available, with the same contractual status the bargaining unit member held prior to the leave. If, however, a similar position is not available, the bargaining unit member will be assigned to any other position for which the member is certificated/licensed.

8. A Parental Leave shall not exempt a bargaining unit member from decisions regarding contract renewals and/or reduction in staff.

9. Where the group insurance policy permits, a bargaining unit member on Parental Leave may continue to participate in such benefits by advance payment, on a monthly basis, of the total premium for such benefits.

10. The Superintendent has the option to provide paid leave for a bargaining unit member with expected Parental Leave within the first six (6) weeks of the start of the school year.

11. In the case of adoptions, timelines may be waived at the discretion of the Superintendent.

G. PERSONAL LEAVE

Each bargaining unit member shall be entitled to three (3) days of absence, with pay, each school year (noncumulative) for the purpose of transacting personal business of a nature that cannot be conducted on a weekend or outside the work day, and requires the bargaining unit member’s presence. Personal Leave is available for the observance of religious holidays. Personal Leave may not be used to: seek or participate in gainful

employment; make application for employment elsewhere; take vacation; and/or to participate or assist in any strike or strike-related activity within or outside the District.

If the date is known, a bargaining unit member must submit notice through the online attendance management system (e.g., AESOP) at least three (3) workdays in advance of the anticipated leave, except if the leave pertains to one of the six situations set forth below in which case the employee must also submit the form contained in Appendix B. If an employee does not have three (3) workdays advance notice of the need for the Personal Leave, the employe must still submit notice through the online attendance management system (e.g., AESOP), but also must provide prior notice to the Principal. In emergency situations, the employee must provide notice as soon as is reasonably possible to the Principal. Emergencies are those situations that cannot reasonably be anticipated. By submitting notice of the use of Personal Leave through the online attendance management system (e.g., AESOP), the bargaining unit member is certifying the employee's absence complies with this Paragraph. The Board considers submission of a false statement by a bargaining unit member as grounds for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day taken.

Personal Leave on the following days shall be only after the approval of the Superintendent or the Superintendent's designee, except in emergency situations when only notification is required:

1. The first and last days of school;

2. The school day preceding or following a day (or days) when school is closed for holidays;

3. Open House days, if Personal Leave prevents attendance at Open House;

4. Two (2) days in succession;

5. Parent-Teacher Conference days;

6. Professional Conference/Meeting Day(s), Teacher Work/Record Days, Curriculum Day(s), and/or Data Analysis Day(s).

The form contained in Appendix B must be completed if the Personal Leave day is to be taken on one of the six (6) situations listed (first/last days of school, etc.).

The Superintendent will approve the use of Personal Leave on the above six (6) situations for the following reasons that need to be identified on Appendix B: funeral for an immediate family member; weddings of the employee or an immediate family member; court appearances; emergencies that create a hazardous condition to the teacher's immediate family or property; graduations involving immediate family members; school programs/events of the teacher's child; formal religious functions; moving teacher's child into or out of college or the military; and travel conditions beyond the teacher's control making it impossible to report as assigned (documentation required for this last reason). Exceptions may be made at the discretion of the

Superintendent/designee with reasons for the request. "Immediate family member" shall be defined as set forth in Paragraph J.3.e., below.

Any unused personal leave days shall be transferred to the bargaining unit member's accumulated sick leave days.

H. PROFESSIONAL LEAVE

The term "professional leave" does not include days when a bargaining unit member accompanies students to meetings, competitions, and the like. In accordance with Board policy, the Board shall reimburse bargaining unit members for receipted expenses (including fees, meals, lodging, and transportation) they incur while attending workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent for the particular purpose of professional improvement to the Twinsburg City School District and/or to the individual participating.

Such authorization for attendance shall be upon approval by the Superintendent. Bargaining unit members shall be paid for days when they are absent from their regular assignment for such Professional Leave.

For refusal of Professional Leave due to expenses exceeding the building appropriation, subsequent approval may be granted for employees willing to bear some of the expenses involved.

I. SABBATICAL LEAVE

1. Definitions

   Sabbatical Leave is defined as a leave of absence granted by the Board to a bargaining unit member, for a period not to exceed one (1) school year, to permit the bargaining unit member to engage in professional activities that will be mutually beneficial to the bargaining unit member and the District. At the discretion of the Board, Sabbatical Leave may be granted for the purpose of strengthening or improving the instructional program of the Twinsburg City Schools. If approved by the Board, such leave shall be with part pay equal to the difference between the base salary the bargaining unit member would have earned (exclusive of extracurricular, extended time, or department head compensation) and the salary paid to the replacement employee, plus insurance coverage in accordance with this Agreement. Retirement deductions will be computed on the full base salary, while other applicable deductions will be made in accordance with normal procedure.

2. Eligibility

   Eligibility for Sabbatical Leave shall be considered in accordance with the following:

   a. A bargaining unit member may be considered for Sabbatical Leave after six (6) years of service in the Twinsburg City School District.

b. The number of bargaining unit members on Sabbatical Leave in any one (1) school year will be limited to one (1) from each building; however, the number may vary at the discretion of the Board. No more than five percent (5%) of the teaching staff may be granted Sabbatical Leave simultaneously.

c. The bargaining unit member must have displayed superior instructional competence and a strong curriculum orientation. Additionally, recognized leadership must have been displayed in instructional and curriculum areas.

d. A bargaining unit member requesting such leave shall submit a written request, along with a plan for professional growth, to the Superintendent no later than the first week of January.

e. Applicant must sign an agreement to return to service in the Twinsburg City School District for two (2) consecutive years following the leave, unless causes beyond the control of the individual prevent such a return to service. At the conclusion of the leave, the bargaining unit member must present evidence that the plan of professional growth previously submitted was followed and completed.

f. After returning from leave, if the bargaining unit member resigns before completing two (2) additional years of service, the bargaining unit member shall owe the Board a salary refund proportional to the amount of additional service not actually rendered. This refund will include amounts paid by the Board for retirement, insurance, and other fringe benefits. Such refunds will be deducted from the bargaining unit member's pay in accordance with a schedule established by the Board Treasurer.

g. Sabbatical Leave for less than a full school year will be considered by the Board only if a satisfactory replacement can be obtained.

h. A bargaining unit member returning from Sabbatical Leave will not forfeit retirement or experience credit. Upon return from Sabbatical Leave, the member will assume the employee's proper position on the current salary schedule, plus any additional hours earned, and will return to the same position or one similar to the employee's prior assignment. If the same or similar position is not available, the member will be assigned to another position for which the member is certificated/licensed.

J. SICK LEAVE

1. Each bargaining unit member shall earn up to fifteen (15) days Sick Leave per school year. Sick Leave shall accumulate at the rate of one and one-quarter (1 1/4) days for each complete month of service. The accumulation of unused Sick Leave shall be unlimited. Sick Leave for each part-time bargaining unit member

shall accumulate as provided in the Ohio Revised Code. If a bargaining unit member exhausts the member's sick leave and needs additional days of sick leave, the member may request, using the District form Appendix E, the District advance the member up to the number of days the member can earn prior to the end of the member's contract year (i.e., July 31), which shall not exceed five (5) sick leave days. Upon verification of the maximum number of days that can be advanced, the Superintendent will approve the request.

2. New bargaining unit members shall receive credit for Sick Leave accumulated in any Elementary or Secondary School chartered by the State Department of Education or a public agency in Ohio. The new bargaining unit member is responsible for supplying to the Board Treasurer the address of the member's former employer to secure a certified record of the accumulated Sick Leave from the former employer.

3. Sick Leave days may be used for the following reasons:

   a. Personal Illness;

   b. Personal Injury;

   c. Exposure to contagious disease that could be communicated to others;

   d. Pregnancy, and up to six (6) weeks of leave following a regular delivery and up to eight (8) weeks of leave following a c-section delivery without medical certification;

   e. Activities associated with facilitating adoption or foster care placement of a child, and up to six (6) weeks of leave following the adoption or placement of the child through foster care;

   f. Illness, injury, or death in bargaining unit member's immediate family. "Immediate family" shall be defined as any resident in the bargaining unit member's home, spouse, brother, sister, child, father, mother, father- or mother-in-law, foster parent, son- or daughter-in-law, brother- or sister-in-law, stepparent, stepchildren, and grandparents. "Immediate family" shall also include grandchildren if the sick leave is due to death, a long-term, catastrophic illness, or a catastrophic injury. The Superintendent may approve additions to this list. A bargaining unit member may use one (1) sick leave day for the death of the employee's aunt, uncle or first cousin.

4. <u>Impact of Delayed Start on Use of Sick Leave</u>

   A bargaining unit member who utilizes sick leave on a "delayed start" day will be charged a full-day of sick leave.

5. <u>Sick Leave Transfer</u>

a. When a bargaining unit member has exhausted all of the member's accumulated sick leave (including any request for the District to advance the member up to five (5) days pursuant to paragraph J.1.) and the member needs additional continuous leave of absence due to the member's own serious health condition (as defined by the FMLA) or to care for a spouse or child with a catastrophic health condition (i.e., a severe illness or injury requiring prolonged hospitalization or recovery such that the individual is incapable of working or attending school – e.g., cancer, heart attack or stroke), and the employee has missed at least twenty (20) workdays, the employee may request that other bargaining unit members transfer some of their accumulated sick leave days to the requesting employee. The transferred days may be used for absences after the member has missed the initial twenty (20) workdays. A bargaining unit member may not transfer more than five (5) of their accrued sick leave days to the requesting employee. Prior to making such a request, the bargaining unit member must submit medical certification pursuant to the FMLA. A bargaining unit member may not request or receive a transfer of more sick leave days than the member's medical provider has certified the anticipated length of the employee's absence. A bargaining unit member may not use Sick Leave Transfer to take sick leave during the first eight (8) weeks following the birth of a child.

b. Upon receiving such a request, the Superintendent will communicate the request to the bargaining unit Appendix E and set a deadline (not less than five (5) workdays) by which bargaining unit members must respond if they intend to transfer some of their accrued sick leave days. Any bargaining unit member wishing to transfer one or more of their accumulated sick leave days to the requesting bargaining unit member shall submit the lower half of Appendix E to the Superintendent. After the deadline, the Superintendent will review the number of sick leave days offered, and will transfer days based upon the order in which the bargaining unit members have submitted their Appendix E, with one day being taken from each employee who has offered a day, until one-day has been taken from each person who offered a day; if additional days are still needed, the administration will go back to the first person who offered more than one day, and take another day from that person, and continue to take one day from each person who has offered multiple days until the administration reaches the total number of days requested or the maximum permitted under this provision. If employees offer more days than the bargaining unit member requested or that can be transferred under this provision, the remaining days offered but not transferred pursuant to this paragraph are retained by the employees who initially offered them. Upon receipt of written direction from the Superintendent, the Board Treasurer shall transfer the specified number of sick leave day(s) to the requesting employee and deduct the corresponding number of sick leave days from the transferring employee's sick leave accumulations.

c. Bargaining unit members may not transfer more than five (5) sick leave days per year and are prohibited from depleting their own sick leave accumulation below thirty (30) days. Bargaining unit members with less than thirty (30) days of accrued sick leave are prohibited from transferring any sick leave days to a requesting employee. A receiving bargaining unit member may only receive a maximum of forty-five (45) days per school year.

K. RELIGIOUS HOLIDAYS

Bargaining unit members who are prohibited due to their religion from working on Yom Kipper and/or Rosh Hashanah are entitled to take a paid leave of absence on those two (2) days when they occur on scheduled workdays. The bargaining unit member must submit to the member's Principal a written request for the paid religious holiday leave at least one (1) week prior to the requested leave.

L. FAMILY AND MEDICAL LEAVE ACT

The parties incorporate by reference the mandatory provisions of the Family and Medical Leave Act (FMLA) (as amended). FMLA entitlements shall be used concurrently with existing leave entitlements. Seniority shall accumulate during a FMLA leave and existing life insurance shall be maintained. For purposes of this provision, "12-month period" is defined as "the 12-month period measured forward from the date the bargaining unit member's first FMLA leave begins" (i.e., the leave year is specific to each employee). Eligible bargaining unit members are entitled to twelve (12) weeks of leave, or twenty-six (26) weeks of military caregiver leave, during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after completion of any previous 12-month period.

M. RECALCULATION OF REMAINING PAY

A bargaining unit member who takes an unpaid leave of absence that lasts for twenty (20) or more workdays in a single school year and returns to work prior to the end of the school year, may request the Board Treasurer recalculate the employee's remaining compensation and evenly distribute it over the remaining pays for the school year. Such a recalculation can only occur once in a given school year.

N. ELDER CARE LEAVE

A bargaining unit member may request and be granted Elder Care Leave without pay or benefits, upon compliance with the conditions set forth below.

1. The Elder Care Leave may be taken for up to one (1) school year to care for a parent or step-parent. The Superintendent may extend the leave for up to one (1) additional school year at the Superintendent's discretion.

2. The bargaining unit member must request the leave at least thirty (30) days prior to the first scheduled day of leave, absent extenuating circumstances. The

bargaining unit member must file the member's written request for Elder Care Leave with the Superintendent, and the request must include the following:

a. Medical Certification consistent with the DOL's FMLA medical certification form, including the name of the physician and the reason the employee is needed to provide care for the employee's parent or step-parent;

b. The date the leave is intended to begin; and

c. The employee's anticipated date of return to service.

3. The leave must last through the remainder of the semester or school year, unless the reason for the leave becomes moot. If that occurs, the employee may return by the end of the first interim of the first or third quarter.

4. The Association shall afford the Administration a reasonable extension of time to complete the bargaining unit member's evaluation if the employee's use of Elder Care Leave affects the Administration's ability to complete the evaluation within the time-frames set forth in this Agreement.

5. Upon return from an approved Elder Care Leave, the bargaining unit member shall be entitled to reinstatement to a similar position, if such position is available, with the same contractual status the bargaining unit member held prior to the leave. If, however, a similar position is not available, the bargaining unit member will be assigned to any other position for which the member is certificated/licensed.

6. Use of Elder Care Leave shall not exempt a bargaining unit member from decisions regarding contract renewals/nonrenewals, including participation in the evaluation process, and/or reductions in staff.

7. Where the group insurance policy permits, a bargaining unit member on Elder Care Leave may continue to participate in such benefits by making advance payment, on a monthly basis, of the total premium for such benefits.

ARTICLE 7. CONDITIONS OF EMPLOYMENT

A. FACILITIES

1. The Board shall provide space in buildings for planning and preparation for bargaining unit members.

2. The Board shall provide copiers/scanners and related materials, along with access to computers, in each school building for use by bargaining unit members in preparing instructional material.

3. Each school building shall contain a room furnished for use as a lounge for bargaining unit members. All buildings shall be smoke-free. The Board shall provide a telephone for bargaining unit members' use in the bargaining unit members' lounge or other area as agreed to by the school staff.

   Providing a safe and secure environment is a priority for the Board. Bargaining unit members who have a safety, health and/or maintenance concern may submit a work order through the online facilities' management program. Concerns submitted through the facilities' management program shall be addressed in a timely manner and the bargaining unit member who submitted the concern shall be notified as to the progress and resolution of the concern.

4. Bargaining unit members may have their own coffee-making devices in lounges and designated group preparation areas, provided these devices are in safe working conditions and they assume complete responsibility for all personal property.

5. The Board shall also provide the following for purposes of instruction:

   a. Desk/Chair

      A separate desk with drawer space, an in-room lockable area for valuables, and a chair for each classroom in the District.

   b. Dry Erase Board

      Dry erase board in every classroom.

   c. Texts

      Copies, exclusively for each bargaining unit member's use, of all the texts used in each of the courses the member is to teach.

   d. Daily Teaching Supplies

      Papers, pencils, pens, dry erase markers and related cleaning supplies/equipment, and other such materials required in daily teaching responsibilities will be provided, when financially possible.

   e. File Cabinets

      A file cabinet, which can be locked, for each bargaining unit member in the District. This area will meet the requirements of 5.a., above.

   f. Portable Computing Device

      Bargaining unit members are responsible for complying with the Staff Technology Acceptable Use and Safety Policy, including the use of Multi-Factored Authentication ("MFA") to access District technology resources. Bargaining members, however, will not be required to use

their personal communication devices (e.g., cell phones) to implement MFA.

g. Rolling Cart

Bargaining unit members who are assigned to work in multiple rooms/spaces will be provided a rolling cart to help them move their supplies/equipment.

B. RELEASED TIME FROM PLAYGROUND AND CAFETERIA DUTIES

1. The behavior of students anywhere on school premises is the concern and responsibility of all bargaining unit members.

2. Some teachers avail themselves of the prerogative of using their thirty (30) minute lunch period, as mandated by State statute, for eating off school premises. Such thirty (30) minute lunch period is not to be infringed upon. However, meals are not to be eaten in areas of school buildings other than those areas designated and authorized in accordance with Local and State health practices. Employees need to be mindful of and act in accordance with any limitations imposed on consumption of specific foods due to students' and/or employees' allergies that are protected by Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

3. Teachers are expected to spend approximately thirty (30) minutes per day on individual student instruction and/or parental contact. Teachers shall maintain a daily written log that indicates the students instructed and/or parents contacted, and the amount of time spent on such activities.

C. PLANNING OR PREPARATION TIME

1. Full-time teachers assigned to the High School and Middle School shall be provided no less than two hundred seventy (270) minutes per week for planning or preparation time, with a minimum of forty-five (45) minutes per day.

2. Teachers at the Middle School shall not be required to regularly teach a seventh (7^{th}) class except in extraordinary circumstances. The Superintendent or the Superintendent's designee will normally consult with the teacher and/or the Association at least ten (10) calendar days prior to assigning a teacher to a seventh (7^{th}) class.

   If a Middle School teacher is regularly required to teach a seventh (7^{th}) class in lieu of the teacher's preparation time, then such teacher shall receive a premium equal to fifteen percent (15%) of the teacher's regular teaching compensation. This premium shall be paid on an annual pro rata basis for assignments made for less than a full school year (e.g., A teacher assigned a seventh (7^{th}) class midway through the school year would receive a premium of 7.5% of the teacher's regular teaching compensation).

3. Elementary, Primary, and Intermediate teachers will be given a minimum of two hundred seventy (270) minutes of planning time per week. Of those two hundred seventy (270) minutes, there shall be a minimum of thirty (30) uninterrupted consecutive minutes of planning time per day. Nothing herein shall prevent the District from scheduling meetings related to a teacher's evaluation and/or RtI/IAT/IEP/Section 504 team meetings during a teacher's planning time. However, if a bargaining unit member is required to attend an ETR/RtI/IEP/Section 504 meeting during the member's planning time, the employee will be paid at the Teacher Stipend Rate for the actual time spent at the meeting. The Principal must sign-off on the employee's record of time worked.

   In addition, teachers in these buildings are provided and expected to spend thirty (30) minutes per day, before or after the duty-free lunch, of contact time on individual instruction and/or parental contacts.

   If for some reason a teacher does not have preparation time on a specific day, that teacher may use the teacher's thirty (30) minute contact time for preparation on that day. A teacher who misses a planning period to attend a meeting will be paid for the missed period at the Teacher Stipend Rate, provided the teacher obtains prior or contemporaneous approval from the member's Principal. The Principal must sign-off on the employee's certification that the employee missed a planning period.

   Administrative authority to assign reasonable duties, including but not limited to individual student instruction or interaction, parental contacts, in-school suspension, and/or bus duties, to any teacher having non-instructional time in excess of two hundred seventy (270) minutes per week shall not be exercised by Building Principals in an arbitrary, capricious, or unreasonable manner.

4. Travel time for teachers who travel to other school buildings in the course of their employment shall not be counted as preparation time.

D. BUILDING STAFF MEETINGS

Required building meetings that extend beyond the workday will not be held more than sixteen (16) times per year, except that additional special meetings may be held in case of emergency. Required meetings, other than emergency meetings, will not extend more than one (1) hour beyond the bargaining unit member's regularly scheduled workday.

Bargaining unit members with District assignments will attend the building meetings of the school designated as their home base (the school receiving the higher percentage of teaching time). Conflicts are to be resolved to the satisfaction of the Principals involved, with meeting requirements not to exceed those of the regular building staff. Attendance at other building meetings extending beyond the workday will be voluntary.

The Principal will normally distribute the tentative meeting agenda to bargaining unit members no later than the workday before the meeting.

Committee meetings that affect only a few bargaining unit members are not within the scope of this Section D.

Absence from staff meetings requires prior approval of the Building Principal. A staff member who misses a meeting is responsible for getting the missed information from the Principal.

E. CLASSROOM INTERRUPTIONS

The Administration shall endeavor to minimize interruptions during classroom instruction for the purpose of carrying out activities not related to the daily instructional program. Grievances filed related to this Section shall be processed no higher than Level Three of the Grievance Procedure.

F. INSTRUCTIONAL MATERIALS AND SUPPLIES

The Board will allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, and supplies and equipment of sufficient quality and quantity to enable bargaining unit members to fulfill their responsibilities in an adequate and professional manner during the school year. Grievances filed related to this Section shall be processed no higher than Level Three of the Grievance Procedure.

G. SCHOOL YEAR/CONTRACT YEAR

1. The school year shall consist of one hundred eighty (180) instructional days for students, with up to four (4) of those days being designated for Curriculum and/or Data Analysis, without students being present. The teacher contract year shall be one hundred eighty-four (184) days, which shall be comprised as follows:

   180 Instructional Days (including the Curriculum Day(s) and/or Data Analysis Day(s) referenced above)
   2 Professional Meeting Days,
   2 Teacher Work/Record Days

2. NEOEA Day is a non-instruction/non-paid day.

3. The Board will reimburse bargaining unit members for the admission fee(s) (up to fifty dollars ($50.00) per program) associated NEOEA Day programs that bargaining unit members enroll in and attend, up to three thousand dollars ($3,000.00) per year. Reimbursement shall be on a first come, first reimbursed basis.

4. If school is closed due to a weather-related calamity for more than five (5) school days in a given school year, teachers will be required to report to work at the uniform start time and for the hours set forth in Article 4.K., for all subsequent calamity days unless the Superintendent determines otherwise.

5. School Calendar: Annually, the Labor / Management Committee shall develop proposed Calendars for subsequent school year(s) that identify, among other things, teachers' normal scheduled workdays. The Superintendent will distribute the proposed Calendars to all employees who may provide feedback to the Superintendent through their representatives on the Labor / Management Committee. Employees will have at least seven (7) calendar days to submit written reactions and suggestions to the proposed Calendars. The Superintendent will consider the feedback submitted and then make a recommendation(s) to the Board.

H. RELEASED TIME FOR BARGAINING UNIT MEMBERS' MEETINGS

1. Released time for general (system-wide) meetings of the bargaining unit shall be provided, when applicable.

2. Such meetings will convene approximately one (1) hour prior to the regular school closing dismissal time, with such meeting terminating approximately one (1) hour after commencing.

I. BARGAINING UNIT MEMBERS' DAYS AND HOURS

1. The normal scheduled bargaining unit member workday for full-time bargaining unit members shall be not more than seven (7) hours and thirty (30) minutes. The Board and the Administration reserve the right to schedule the bargaining unit members' workday and to establish the starting and ending times for the student day at each building; absent extenuating circumstances (e.g., a pandemic), bargaining unit members will be notified by July 1, if there is a change in the actual start and end times for their building for the upcoming school year as compared to the prior school year. Bargaining unit members are required to report to work at 8:00 a.m. and end work at 3:30 p.m. on the specific days referenced in Article 4.L.

2. Bargaining unit members may be required to report before or stay beyond the normal scheduled workday to carry out their professional responsibilities, including, but not limited to: attending business meetings as provided in Section D of this Article; attending conferences with students, parents, or Administration; bus duty; attending hearings; and attending Open House.

3. Middle School and High School teachers shall be assigned classes subject to the following limitations:

   No more than two hundred seventy (270) minutes of instruction per day. In addition, the administration may assign supervisory duties to each teacher not to exceed sixty-seven and a half hours (67.5) hours per year.

J. STUDENTS WITH DISABILITIES

1. The District shall follow Ohio's Operating Standards for the Education of Children with Disabilities.

2. A teacher who is responsible for implementation of a student's IEP or Section 504 Plan shall be provided the opportunity to provide feedback concerning the content of the IEP / Section 504 Plan, if the teacher is not part of the student's IEP team / Section 504 Team or is not in attendance at the team meeting. Appropriate training will be provided to teachers so they can perform their responsibilities as pertains to the implementation of an IEP and/or Section 504 Plan. Disputes regarding the amount and type(s) of training required shall first be discussed with the teacher's Principal and, if not resolved, submitted to the Superintendent. The Superintendent's decision in such disputes shall be final and binding.

3. A general education classroom teacher who will have one or more children with disabilities pursuant to the IDEA or Section 504 in the classroom will be provided with a copy of the child(ren)'s IEP(s) and Section 504 Plans prior to the student's/students' first day in class. For children with disabilities attending Twinsburg High School, the general education staff and special education teacher(s) shall meet regarding the children with disabilities in the regular education classroom; such meetings shall take place outside of the instructional day but within the workday.

4. High School Intervention Specialists who are assigned to co-teaching classrooms shall not be assigned to co-teach with more than two (2) general education teachers. If a High School Intervention Specialist is assigned to co-teach with a general education teacher and they do not have common planning, they will both be paid a $400 annual stipend that will be paid at the end of the school year, provided they maintain and submit to their Principal at the end of the school year a log of all common planning that they engaged in outside the school day. Nothing herein shall limit Intervention Specialists' obligations to support students with disabilities who are in an inclusion or general education setting, which does not constitute co-teaching.

5. If the Board requires a teacher to participate and/or attend a due process hearing, the Board shall provide release time. Teachers shall be paid the Teacher Stipend Rate per hour, for a minimum of two (2) hours when required by the Board to report to a due process hearing or preparation for the hearing on a nonscheduled workday or outside of workday hours. Teachers shall also be paid mileage in accordance with Board practice. The term "non-scheduled workday" means a day a teacher is not scheduled to work. Due process hearings will normally be scheduled during a scheduled workday or as soon after the workday as is possible.

6. Intervention Specialists who serve grades 4-6 and are not assigned to a resource room will be limited to working with students in a single grade level.

7. Intervention Specialists (including special education preschool teachers) responsible for the writing of IEPs will be granted up to four (4) release days to write their assigned IEPs. If an Intervention Specialist does not complete all assigned IEPs on individual's release days, the Intervention Specialist may apply to the Principal to be paid the Teacher Stipend Rate for up to three (3) hours for each IEP they are responsible for writing beyond twelve (12) IEPs for

the school year. Once the Principal pre-approves the requested extra hours, the Intervention Specialist may complete the IEP writing outside their release days and submit a District timesheet to the Building Principal within five (5) school days of completing the work in order to receive payment. An SLP who serves as the case manager for a student who is identified as speech-language only will be paid the Teacher Stipend Rate for up to three (3) hours for each speech-language only IEP they are responsible for writing.

8. If an Intervention Specialist is on an extended leave of absence and a properly licensed long-term substitute is not available, another Intervention Specialist may be assigned to write IEPs, the intervention specialist's portion of an ETR, progress reports, and/or other related special education documentation, and attend the IEP or ETR team meeting for the IEP / ETR the Intervention Specialist wrote. Initially, the Principal will ask for volunteers but if no one volunteers, the Principal may assign the work to another Intervention Specialist. The individual assigned the extra work will be paid at the employee's per diem hourly rate for all hours worked outside the teacher workday.

9. Intervention Specialists shall be granted one (1) release day for every two (2) Alternate Assessments to be completed.

10. In the event a computer or the system is "down" during a day designated for IEP writing or Alternate Assessment completion, make-up release time shall be arranged.

11. Except in emergencies, special education employees shall be given three (3) days' notice of any special education building level meetings. Special Education employees shall be granted release time if a special education building level meeting is held during the school day but outside the teacher's planning time.

12. Special Education employees are required to attend District Special Education Meetings that are held outside the school day, if the Board pays the staff member the Teacher Stipend Rate to attend. There shall be no more than four (4) mandatory District Special Education meetings per year. Except in emergencies, all teachers shall be given at least ten (10) work days' notice of District Special Education Meetings. Teachers may submit proposed agenda items to the Director of Pupil Services, with a copy to their Principal, at least five (5) days before the meeting.

13. The District will provide CPI training to bargaining unit members who request it. Bargaining unit members who want the training must submit a written request to the Director of Pupil Services. Bargaining unit members who are unable to complete the physical component of the CPI training may request to receive professional development involving de-escalation techniques.

K. ASSIGNMENT OF STUDENTS AND DISTRIBUTION OF CLASS LISTS

The Administration shall assign students in order to provide an appropriate educational experience. Such assignments shall be based on varied factors including, but not limited to, heterogeneous grouping, special needs, and class size.

Annually, Principals will distribute the initial class lists to staff by uploading the information to Student Information at least five (5) business days before students and parents are notified of the classroom assignments and not later than ten (10) calendar days before the first student day.

L. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Purpose

   The purpose of the Twinsburg City School District Local Professional Development Committee (LPDC) is to oversee, review, and rule on Individual Professional Development Plans (IPDPs) for the purpose of educational license renewal. Bargaining unit members' official transcripts may be submitted in hard copy or through the official electronic transcript system, provided the employee complies with all of the LPDC's by-laws. All employees must use the LPDC Online Form Management System to submit their official paperwork for certificate/license renewal.

2. Term of Office

   Each member shall serve a minimum of two (2) school years.

3. Committee Composition and Selection

   Membership shall consist of bargaining unit members and administrators. One bargaining unit member from each building shall be appointed by the Association. The administrators will number one fewer than the bargaining unit members on the LPDC, except when an administrator's IPDP is being considered – in which case there will be one more administrator than bargaining unit members authorized to vote on the administrator's IPDP. Election/ Selection of new members will take place in March. The newly elected/selected members will be required to attend all LPDC meetings held in April, May, and June for on-site training. One (1) year's participation as an LPDC member automatically equals thirty (30) equivalent activity points.

4. Co-Chairpersons

   Co-Chairpersons shall be elected by and from the LPDC members, with one person being a bargaining unit member and one being an administrator. A secretary shall be elected in the same manner.

5. Decision Making

All decisions will require a majority vote of the LPDC membership at a meeting properly called and conducted pursuant to Ohio's Sunshine Law. Any action taken in violation of Ohio's Sunshine Law shall be void.

6. Training

a. Members of the LPDC shall be afforded the opportunity to attend a reasonable amount of on-site related training.

b. If the on-site available training is during work hours, the elected committee members shall be given paid release time to attend. If the on-site training occurs on days other than a regularly scheduled workday, elected members shall be paid the Teacher Stipend Rate for the time spent in training.

c. LPDC elected members shall be reimbursed for all prior Board-approved expenses incurred as part of the training.

7. Evaluation Impact

The evaluation of a bargaining unit member shall not be affected by the LPDC process.

8. Reciprocity

New hires who hold a certificate/license issued by DEW and who have course work or activities applicable to their current renewal cycle that were approved by their prior district's LPDC shall have their completed course work or activities approved by the Twinsburg LPDC. Remaining hours shall be subject to the normal LPDC process. The IPDP must be consistent with the needs of the educator, the students, the school, and the goals of the Twinsburg City School District.

9. Meetings and Compensation

The LPDC shall meet on the third Tuesday of the month during the school year starting at 2:30 p.m. at the Board offices. The meeting shall conclude by 5:00 p.m., unless mutually agreed by the Co-Chairpersons. Teachers will be paid the Teacher Stipend Rate for all time spent at meetings outside their regular work hours. The chairperson reserves the right to cancel the monthly meeting if no plans are submitted during a particular month. The LPDC shall meet over the summer if a certificated/licensed employee risks not renewing the individual's license on time, should the LPDC fail to meet.

10. Third Party Review

If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to a mutually acceptable resolution, the appeal will move

to review by a Third Party Committee. The Third Party Committee shall consist of one (1) LPDC member selected by the LPDC, one (1) LPDC member selected by the educator who filed the appeal, and one (1) LPDC member approved by both the educator and the LPDC. Any such process shall not result in lost instructional time by the committee members and/or any educators. Further, any such process shall not result in additional costs to the Board. If the educator disagrees with the Third Party Committee's decision, the educator may appeal to the State Level Review process.

11. Compatibility

The LPDC shall not have any authority to revise, add to, delete, or modify any Article or section of the Master Agreement. The bylaws of the LPDC shall not conflict with the Master Agreement.

M. MONITORING STUDENTS' USE OF TECHNOLOGY

During class, teachers are responsible for monitoring students' use of technology – including Internet usage – and compliance with Board policies pertaining to the use of personal communication devices. If a teacher discovers a student violating the Student Technology Acceptable Use and Safety Policy (e.g., accessing inappropriate material or making purchases on the Internet), the teacher shall inform the Building Principal. The teacher shall not be subject to disciplinary action if reasonable efforts are employed and direction was given to the students relating to appropriate use of technology and instructional materials.

N. TRAVELING BARGAINING UNIT MEMBERS

1. The following travel grid states the time (in minutes) allotted to travel between the District's school buildings:

	Wilcox	**Dodge**	**Bissell**	**Chamberlin**	**High School**
Wilcox	X	11	12	11	10
Dodge	11	X	11	4	7
Bissell	12	11	X	11	12
Chamberlin	11	4	11	X	7
High School	10	7	12	7	X

2. A bargaining unit member who works in more than one (1) building on the same day shall have the time stated in the travel grid, plus five (5) additional minutes, to travel from the classroom in the first building to the classroom in the second building.

3. On a case-by-case basis, the administration of either or both school buildings may provide designated parking for a traveling bargaining unit member that should be as close as possible to the appropriate building entrances.

4. On a case-by-case basis, the administration of the second building may assign a staff member to the classroom to supervise students until the traveling bargaining unit member arrives.

O. MAINTENANCE OF GOOGLE CLASSROOM PAGE(S) AND PROGRESS BOOK

Classroom teachers shall maintain an updated Google Classroom page(s) as appropriate to their assignment. In addition, classroom teachers are required to use Progress Book to track their students' completion of assignments/projects and record their grades. Staff must update Progress Book at least every two (2) weeks. Bargaining unit members are required to use their Google Classroom page(s) and Progress Book as their electronic means of communicating assignments to students and parents, and for sharing links for available resources associated with their classes.

P. RESIDENT EDUCATOR PROGRAM

1. Purpose

The purpose of the Resident Educator Program ("RE Program") is to provide a formal program of support, including mentoring, to foster professional growth of the resident educator. The program is designed to improve teacher retention, enhance teacher quality, and result in improved student achievement. New teachers (i.e., individuals holding a resident educator or alternative resident educator license) need to successfully complete the RE Program, including the Resident Educator Summative Assessment ("RESA"), to become eligible for a professional teaching license. New Ohio teachers holding a one-year out-of-state educator license in Ohio may also participate in the RE Program. The RE Program does not replace the negotiated employee evaluation system.

2. Mentors / RESA Facilitators

a. *Definitions*

i. A Mentor is a teacher assigned to provide professional support to a resident educator in conjunction with the RE Program.

ii. A RESA Facilitator supports resident educators registered to take the Resident Educator Summative Assessment.

b. *Eligibility*

Only current Twinsburg bargaining unit members shall be Mentors or RESA Facilitators.

c. *Qualifications*

To serve as a Mentor/RESA Facilitator, an individual must meet the following qualifications:

(i) Hold the Ohio 5-year professional teaching license or an Ohio permanent license;

(ii) Have taught in the Twinsburg City School District for seven (7) years;

(iii) Submit a written statement of interest in being a Mentor/RESA Facilitator; and

(iv) Have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

To the extent possible, mentors shall work in the same building as the resident educator.

d. *Training*

Teachers selected to be mentors must successfully complete the 12-hour state Resident Educator Mentor Academy. A teacher selected as a RESA Facilitator must successfully complete the RESA Facilitation Training course.

e. *Limitation on Mentor's Role*

No mentor teacher shall participate in the evaluation of a resident educator nor make any recommendation on continued employment. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from individual's role as a mentor.

f. *Release Time*

Each Mentor/RESA Facilitator shall be granted release time per year to complete the employee's RE-related responsibilities.

g. *Compensation*

Each Mentor and RESA Facilitator shall be issued a supplemental contract.

3. Resident Educator

a. The resident educator shall be provided release time for the purpose of observing classes, meetings with the resident educator's mentor, attending recommended workshops, preparing assessment, etc.

b. The resident educator teacher is not required to do an IPDP nor to utilize the LPDC process.

4. State Assessment

The Board shall make all necessary provisions for participation in the state assessment program.

5. Protections:

At any time, either the mentor or the resident educator may exercise the option to have a new mentor assigned. No specifics shall be given as to the exercise of the option and no prejudice is to be given such change.

6. If during the term of this Agreement, the Ohio Legislature modifies in a material manner the Resident Educator Program, the Parties will meet to discuss whether changes should be made to this Section. Any changes are subject to ratification by the Parties.

ARTICLE 8. CONTRACTS

The Board shall provide each bargaining unit member with individually written contracts in keeping with the provisions of the Ohio Revised Code and Board-adopted policies. The provisions of such written contracts shall be enumerated in the subsections of this policy.

A. Each new full-time bargaining unit member will be initially issued a one-year contract. Subsequent one-year contracts may be issued to each reemployed bargaining unit member during the following two-year probationary period. Following three (3) successive one-year contracts, a reemployed bargaining unit member shall be eligible for a two-year contract and shall be eligible for successive three-year contracts thereafter until such time as that bargaining unit member becomes qualified for a continuing contract, or a multi-year contract would exceed retirement. The Board may issue a one-year contract to a bargaining unit member eligible for a three-year contract, provided that the bargaining unit member shall be given written reasons and written suggestions for improvement and appropriate assistance.

B. Bargaining unit members expecting to meet the criteria for a continuing contract should notify the Administration in writing by September 30. Said bargaining unit member will then be evaluated prior to consideration for a continuing contract. The Administration will send written notices to bargaining unit members at the beginning of each school year to remind them of their obligations under this Section. The Board may issue a continuing contract to a bargaining unit member eligible during the term of a multi-year contract. The Superintendent shall, at the first regularly scheduled Board meeting in October, notify the Board of those bargaining unit members expecting to meet the criteria for a continuing contract during that school year.

C. CONTINUING CONTRACT ELIGIBILITY

1. Bargaining unit members need to meet the criteria set forth in O.R.C. 3319.08(D) and 3319.11(B) in order to be eligible to be considered for a

continuing contract by the Board. The Board shall annually distribute the criteria to bargaining unit members by September 1.

2. Any bargaining unit member who was granted a continuing contract under requirements in effect prior to September 1, 2015, shall retain continuing contract (tenure) status.

D. If a bargaining unit member is on an approved leave of absence and is not available to be evaluated as per Article 11 (Teacher Evaluation), the member shall not be eligible for consideration for a continuing contract during that school year. The parties acknowledge and intend that this paragraph supersedes state law.

E. No bargaining unit member shall be required to accept a supplemental contract as a condition of reemployment, unless the supplemental is for an activity that is integrally related to a teacher's instructional assignment. (These shall be limited to Yearbook, Vocal Music, Greenfield Village, Sixth Grade Camp, and Band. However, Jazz Band and Pep Band supplementals may be accepted by another Instrumental Music teacher.) A fifth grade teacher responsible for attending the Greenfield Village trip or a sixth grade teacher responsible for attending the Sixth Grade Camp trip will be excused by the Superintendent from attending the trip for the following reasons: funeral for an immediate family member; court appearances; emergencies that create a hazardous condition to the teacher's immediate family or property; graduations involving immediate family members; formal religious functions; and moving teacher's child into or out of college or the military. Further exceptions may be made at the discretion of the Superintendent/designee. The employee must submit Appendix B to the Superintendent in a timely manner.

No bargaining unit member shall perform any of the duties normally associated with supplemental contracts without receiving the pay prescribed in the contract for performance of such duties.

Bargaining unit members shall be notified via email of openings in supplemental positions.

F. Any agreement to act as an Extracurricular Advisor or Coach for which additional compensation is to be paid shall be by supplemental contract. This also includes "Extended Time" contracts.

G. All contracts (or salary notices) will include the building, grade level or subjects to be taught, or departments in which the services are to be rendered, such as Physical Education or guidance. The Superintendent reserves the right to change a teaching assignment, and will notify persons affected by said change as soon as possible.

H. In consideration of the services rendered by the bargaining unit member, the Board agrees to pay said bargaining unit member a base annual salary as prescribed by the salary schedule, according to degree and years of experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.

I. In performing their professional duties, bargaining unit members must abide by and maintain the applicable laws and existing rules and regulations of the Board of Education.

J. **NON-RENEWAL PROCESS**

The limited contract of a bargaining unit member may be non-renewed by Board action on or before June 1 of the year in which the contract expires. The following actions shall occur prior to non-renewal:

1. The Principal will provide a notice of potential non-renewal to any bargaining unit member the administration intends to recommend for non-renewal as part of the final written evaluation report, or by May 10, whichever is earlier. The notice shall include the reasons for the recommendation of non-renewal. This notice shall be placed in the member's personnel file.

2. The Board shall notify the bargaining unit member in writing by June 1 of its intention not to reemploy the bargaining unit member. Should the bargaining unit member not be so notified, the member shall be reemployed under the provisions of Article 8, Section A, of this Agreement.

Any bargaining unit member not appropriately evaluated cannot be non-renewed in that year.

K. **HEARING PROCESS**

A bargaining unit member receiving a Board notice of intent not to re-employ may request a hearing before the Board. If the bargaining unit member requests a hearing, not fewer than ten (10) business days before the hearing the Superintendent shall provide the bargaining unit member with written reasons for the non-renewal. The bargaining unit member shall have the right to a representative, designated by the Association, at this hearing, which may occur after June 1.

L. The terms of this Article shall supersede and prevail over the provisions of O.R.C. 3319.11.

M. Bargaining unit members must maintain, in accordance with state law, the certifications/licenses they held upon first date of service to the District. Failure to maintain any certificate(s)/license(s) shall result in an immediate suspension without pay or benefits until such time as the certificate(s)/license(s) are obtained.

Failure to obtain certification and/or license by the last teacher work day of the school year when the bargaining unit member's teaching license(s)/certificate(s) expired and the member was suspended per the preceding paragraph shall result in immediate termination of employment. Article 8(M) supersedes and prevails over any and all entitlements contained in O.R.C. 3319.11; O.R.C. 3319.111; O.R.C. 3319.112; O.R.C. 3319.16; O.R.C. 3319.161 and/or any other section of this Agreement.

While the individual's employment contract is suspended, the individual may apply to ODE for a substitute teacher license. If the individual obtains from ODE a substitute

teacher license, the Board will offer to employ the individual as a substitute teacher while the individual is completing the course work and/or other prerequisites necessary to renew the individual's license(s)/certificate(s). The individual will be paid a "special substitute rate" equivalent to BA Step 0 up until September 30 while the individual is serving as a substitute in the District, and will be able to maintain health insurance benefits pursuant to this Agreement. Thereafter, the individual will be paid the regular substitute rate and will not be eligible for health insurance benefits under this Agreement (COBRA will be available) until the individual's license is renewed or the school year concludes and the member is terminated for failure to renew individual's license in a timely manner.

An individual whose employment is suspended pursuant to this Section, shall remain a member of the bargaining unit, but will only be entitled to the compensation and benefits set forth above.

ARTICLE 9. TRANSFER PROCEDURE

A. TRANSFER PROCEDURE

It is recognized that from time to time it may be in the best interests of the educational program to transfer members of the licensed/certificated staff from one assignment to another or from one building to another. It is further recognized that such transfer may be desired by either the Administration or a bargaining unit member. When a transfer is being made (whether voluntary or involuntary), the Administration shall normally provide at least two (2) weeks' advance notice. If two (2) weeks advance notice is not provided, the bargaining unit member shall be entitled to up to sixteen (16) hours to prepare member's curriculum/classroom for the new assignment, which will be paid at the Teacher Stipend Rate; said work shall occur outside the regular workday. The preceding sentence does not apply to room transfers or looping that occurs between 4th, 5th and 6th grade.

B. POSTING

1. A "position vacancy" shall be defined as:

    a. Death of a bargaining unit member;

    b. Retirement of a bargaining unit member;

    c. Resignation of a bargaining unit member;

    d. Extended leave of absence (for a full school year) of a bargaining unit member;

    e. Creation or restoration of a bargaining unit position (subject to recall provisions);

    f. Non-renewal of a bargaining unit member's contract;

g. Termination of a bargaining unit member's employment;

h. Transfer or promotion of a bargaining unit member; or

i. Expansion of a part-time bargaining unit position to a full-time position.

Notwithstanding the foregoing definitions, the decision to fill or not to fill a vacancy is at the Board's discretion.

2. When the Administration determines that a vacancy exists that will not be filled by an involuntary transfer pursuant to Section D. below or through a voluntary transfer utilizing the Voluntary Transfer Request form, the position will be posted for five (5) workdays during the school year or seven (7) calendar days during the summer. All bargaining unit members who have applied online as an internal candidate, and who are properly certificated/licensed, shall be provided an opportunity to interview for the position before outside personnel are considered.

3. The Board will post new vacant bargaining unit or administrative positions. Postings shall be done by all of the following methods:

   a. Written posting displayed at the Board of Education Office.

   b. On the district's website.

   c. E-mail to each bargaining unit member's District-issued e-mail address.

4. In addition to the methods listed in Part 3, if a bargaining unit member provides the member's personal e-mail address to the Director of Human Resources, then the posting shall be e-mailed to the personal e-mail address in such a form as to allow the bargaining unit member to respond only to the sender of the e-mail and that does not disclose the personal e-mail addresses of other bargaining unit members.

C. VOLUNTARY TRANSFER

Bargaining unit members may request changes of assignment in accordance with the procedures set forth below. Change of assignment requests shall refer to, but not be limited to, the following: (1) change of building, (2) change of grade level, (3) change of subject area or area of responsibility, and (4) newly created position within the Twinsburg City School District.

Voluntary transfer requests shall be initiated by members of the licensed/certificated staff as follows:

1. Annually, in February the Superintendent sends an email to all staff members inquiring whether they intend to resign, retire, or wish to change positions for

the following school year. Attached to the email is a Staff Survey and Transfer Request form.

2. Staff members are required to submit the Staff Survey and Transfer Request form to their Principal.

3. Staff members may also apply online as an internal candidate for any open positions. All internal candidates with proper certification/licensure will be afforded an interview. Those interviews will occur separately from any interviews of external candidates.

4. A transfer request shall be active until the start of the next school year.

D. INVOLUNTARY TRANSFER

The Superintendent shall observe the following guidelines when making involuntary transfers:

1. When a reduction of the number of bargaining unit members in the building is necessary, bargaining unit members displaced by such a reduction will be considered for vacant positions elsewhere in the District for which they are certificated/licensed.

2. Notice of a potential involuntary transfer will be given to the affected bargaining unit member and Association President as soon as practicable. The building administrator will meet with the affected bargaining unit member and the Association representative to discuss the proposed transfer. The administrator shall give the bargaining unit member the complete rationale for the proposed transfer and give the bargaining unit member an opportunity to respond.

3. When making involuntary transfers, consideration may be given to certification/licensure; other qualifications; length of service in the building, grade subject area, and the School District; efficient staff utilization; the best interests of the children and the educational program; performance; legal requirements; and other relevant factors.

4. An involuntary transfer will not be made until after the bargaining unit member has been given the opportunity to meet with the Superintendent or the Superintendent's designee to discuss the transfer.

5. A bargaining unit member who is involuntarily transferred shall:

    a. Be supported with resources and supplies that are grade level appropriate.

    b. Be provided a mentor teacher (Non-Resident Educator) in the grade level of the new assignment.

6. A teacher cannot be involuntarily transferred two consecutive years except in the case of a pandemic or as a result of implementation of a RIS. Nothing

herein shall prevent the Superintendent from involuntarily transferring a bargaining unit member to an alternative position related to the bargaining unit member taking a leave of absence (i.e., such an involuntary transfer shall not count toward the limitation set forth in the preceding sentence).

7. The mentors referenced in Paragraph 5.b. above will be compensation at the hourly Teacher Stipend Rate, not to exceed ten (10) hours per full-time mentee per school year. Compensation will be prorated as appropriate. Mentors must document hours worked using District timesheets, which must be submitted to the Building Principal for approval by March 31 of each year.

E. RELOCATION

The District will move the belongings and materials of bargaining unit members who are relocated.

ARTICLE 10. INSURANCE

To be eligible for insurance, an employee must be contracted for at least thirty (30) hours per week.

Employees may not be paid cash in lieu of insurance benefits.

A. BOARD & EMPLOYEE CONTRIBUTIONS TO HEALTH INSURANCE PREMIUM

1. **2024 – 2025 School Year:** The Board will pay eighty-five percent (85%) of the premium and the employee will pay fifteen percent (15%) for full-time employees.

2. **2025 – 2026 School Year:** The Board will pay eighty-four and a half percent (84.5%) of the premium and the employee will pay fifteen and a half percent (15.5%) for full-time employees.

3. **2026 – 2027 School Year:** The Board will pay eighty-four percent (84%) of the premium and the employee will pay sixteen percent (16%) for full-time employees.

B. STARK COUNTY SCHOOLS COUNCIL

The Board of Education may fully meet its obligations to provide health care benefits and services under this Agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications. The 2024-2025 Summary of Benefits and Coverage will be included as Appendix H-1.

C. PREFERRED PROVIDER – DOCTORS/HOSPITALS

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes therein shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. PREFERRED PROVIDER – PRESCRIPTION DRUGS

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider, and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. LIFE INSURANCE

The Board shall provide term life and accidental death and dismemberment coverage in the amount of fifty thousand dollars ($50,000) for each bargaining unit member.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

F. DENTAL INSURANCE

The Board shall provide dental coverage as summarized in Appendix H-2, and pay one hundred percent (100%) of the premium.

G. SECTION 125 TAX SHELTER

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses, and dependent coverage will be provided under IRS Section 125.

All COG employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the employer.

H. VISION

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision insurance as summarized in Appendix H-3. The full cost of this program and any increases thereof shall be paid by the Board.

I. PREMIUM HOLIDAYS

If the Board receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

J. SPOUSAL COVERAGE

Any new participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through the individual's place of employment, will be required to take that plan as their primary plan. This provision does not apply to a participant who had insurance with one COG employer and immediately thereafter, moved to another COG employer. If the spouse is required to pay forty (40%) percent or more of the premium with the spouse's employer, the requirements of this section shall not apply.

K. SAME SEX MARRIAGE

If state law recognizes same-sex marriages, the COG plan specifications will be modified to include those individuals.

ARTICLE 11. BARGAINING UNIT MEMBER EVALUATION

A. PURPOSE

The evaluation process in the Twinsburg City School District is intended to assist bargaining unit members to achieve greater effectiveness and performance of their work

assignments; to assess bargaining unit members' work performance; and to assist the Administration in making personnel decisions.

B. OTES TEACHERS

The Board-adopted Standards-Based Teacher Evaluation policy is incorporated into this CBA as Appendix D-1 and the Evaluation Forms are available through Ohio Evaluation System (OhioES).

1. The Standards-Based Teacher Evaluation procedures contained in this Master Agreement apply to the following employees:

   a. Teachers working under a license issued under Ohio Revised Code Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spend at least fifty percent (50%) of their time providing content-related student instruction.

   b. Teachers working under a permanent certificate issued under Ohio Revised Code Section 3319.222 as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing content-related student instruction.

   c. Teachers working under a permanent certificate issued under Ohio Revised Code Section 3319.222 as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing content-related student instruction.

   d. Teachers working under a permit issued under Ohio Revised Code Section 3319.301 who spend at least fifty percent (50%) of their time providing content-related student instruction.

2. Teachers will be evaluated according to the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using the multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric. The District will use the OTES 2.0 evaluation forms developed by the Ohio Department of Education & Workforce. To the extent DEW has not issued one or more needed forms, the Evaluation Committee will develop them.

   For focused observation(s), teachers will have a minimum of two (2) areas of focus.

   Teacher evaluations will contain a Final Holistic Rating:

   a. Accomplished;

   b. Skilled;

c. Developing; or

d. Ineffective.

3. Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Teacher performance is evaluated based on the ODE-approved OTES 2.0 Rubric. In the event of a leave of absence of an evaluator, another credentialed District administrator (including the Curriculum Supervisor or Special Education Consultant) may be assigned.

   a. Except as provided below, every teacher (including those participating for the first time in the Resident Educator Summative Assessment) shall be evaluated based on at least two formal observations (one (1) holistic and one (1) focused) and periodic classroom walkthroughs each school year. The observations and periodic classroom walkthroughs will be conducted by a single evaluator. However, if a teacher is required to develop a professional improvement plan because the teacher's summative rating was "Ineffective" on the prior school year's summative evaluation, the evaluator may bring in another administrator to assist the teacher in improving in the areas identified in the professional improvement plan. The strategies, activities and processes identified and implemented to assist the teacher shall be documented as a part of the professional improvement process.

      The first observation will be completed no later than December 21.

      (1) The Board will not evaluate a teacher who is on a Board-approved leave for more than fifty percent (50%) of the school year. The Principal will determine whether the teacher's leave exceeds fifty percent (50%) of the school year based upon the following calculation: the total number of full-workdays that the teacher was absent divided by the total number of scheduled teacher workdays for the school year.

      (2) The Board will not evaluate a teacher who has submitted notice of retirement and that notice has been accepted by the Board not later than December 1 in the school year in which the evaluation is otherwise scheduled to be conducted.

   b. Teachers on a limited or extended limited contract who are under consideration for nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs during the school year by not more than two (2) evaluators. Following the first observation, the credentialed evaluator will notify the teacher, in writing as part of the post-observation report, whether the administration considers the teacher to be under consideration for non-renewal.

The first observation must be completed no later than November 1, unless the teacher was hired after September 15, in which case the teacher's first observation will be completed no later than December 21.

The second observation must be completed no later than February 15.

Written notice of nonrenewal will be provided by June 1st and the teacher will receive the teacher's final written evaluation report at least five (5) days prior to Board action.

A teacher on a limited contract who is hired after January 1 but before February 15, may be nonrenewed with only two (2) formal observations and a completed evaluation utilizing the non-OTES observation/evaluation instruments. A teacher hired after February 15 will not be subject to evaluation pursuant to this Article. As such, the teacher may be nonrenewed without completion of a formal evaluation. These provisions expressly supersede Ohio Revised Code Sections 3319.11, 3319.111, and 3319.112. Notwithstanding the preceding, if a teacher is hired after February 15 but before April 1, the administration will conduct one (1) formal observation and provide written feedback to the teacher through use of the non-OTES observation/evaluation instrument.

c. Evaluations of teaching staff must be completed by an administrator in the District who has completed the required training. For teachers who travel between buildings, a single administrator shall be identified to evaluate the teacher, except as otherwise specified in Paragraph 3.a. above. Ordinarily, it will be a building administrator in the building where the teacher spends the majority of the teacher's time; however, the Superintendent shall have authority to make the final decision concerning who the evaluator(s) will be in order to equitably distribute evaluation responsibilities among credentialed evaluators.

d. A teacher who has been granted a continuing contract by the Board and received a final summative rating of "Accomplished" on the teacher's most recent evaluation shall be evaluated every three (3) years. During school year(s) when the teacher is not being formally evaluated, the teacher must still: (1) develop a self-directed professional growth plan, (2) be observed by a credentialed evaluator as part of a scheduled focused-observation, and (3) participate in a post-observation conference with the credentialed evaluator. At the post-observation conference, the credentialed evaluator, in dialogue with the teacher, will determine whether the teacher is making progress on the self-directed professional growth plan. The determination of whether the teacher is making progress will be based upon objective data. If the credentialed evaluator determines the teacher is not making progress, the teacher will be subject to a full-evaluation the following school year.

e. A teacher who has been granted a continuing contract by the Board and received a final summative rating of "Skilled" on the teacher's most

recent evaluation shall be evaluated every two (2) years. During the school year when the teacher is not being formally evaluated, the teacher must still: (1) develop a professional growth plan, (2) be observed by a credentialed evaluator as part of a scheduled focused-observation, and (3) participate in a post-observation conference with the credentialed evaluator.

f. A teacher who is on a limited multi-year contract and received a final summative rating of either "Accomplished" or "Skilled" on the teacher's most recent evaluation shall be evaluated every two (2) years. During the school year when the teacher is not being formally evaluated, the teacher must still: (1) develop a professional growth plan, (2) be observed by a credentialed evaluator as part of a scheduled focused-observation, and (3) participate in a post-observation conference with the credentialed evaluator.

g. Formal observations shall not occur during the first two (2) weeks of school. Informal observations/walkthroughs and pre-conference meetings shall not occur during the first week of school. Observation timelines may be changed due to illness or leave of the teacher or evaluator, such that the deadlines will be extended by the number of days the individual is absent. The May deadlines may not be extended.

h. Evaluations will be completed by May 1st and each teacher will be provided a final written evaluation report of the results of the evaluation by May 10th. A teacher may request to have a TEA representative present at the Final Summative Conference, provided the meeting will not be unreasonably delayed as a result of this request and the request is submitted at least two (2) workdays before the scheduled conference.

i. Each teacher shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool. The Self-Assessment Summary Tool shall be completed by the teacher prior to the pre-conference for the first formal observation. The "Self-Assessment" will remain private to the teacher.

j. <u>Formal Observation Procedure</u>

(1) Each of the first two formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The pre-observation conference will occur no more than five (5) school days prior to each observation. If a third observation is conducted, it may be unannounced (i.e., there will not be a pre-observation conference).

(2) A post-observation conference shall be held within ten (10) school days after each formal observation (both holistic and focused) at which the evaluator will discuss the observation.

Within five (5) days of the completion of the post-observation conference, the evaluator will provide the teacher with a completed observation rubric.

(3) Teachers are responsible for completing their portion of OhioES in a timely manner (i.e., within four (4) school days of receiving electronic notice from the program). Extensions may be approved at the discretion of the credentialed evaluator.

k. Informal Observation/Classroom Walkthrough Procedure

(1) Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

(2) Classroom walkthroughs will not last less than five (5) minutes, nor typically more than fifteen (15) minutes.

(3) Data gathered from the walkthrough will be shared electronically with the teacher.

(4) A completed form must be shared with the employee within two (2) school days.

(5) Classroom walkthroughs shall occur twice in the first semester and twice in the second semester for each teacher being evaluated, unless the credentialed evaluator(s) notifies the teacher that the credentialed evaluator may recommend the teacher's nonrenewal in which case the credentialed evaluator(s) may conduct up to four (4) walkthroughs during the second semester.

4. High Quality Student Data (HQSD)

a. Each evaluation will use at least two (2) measures of District-determined high-quality student data to provide evidence of student learning attributable to the teacher being evaluated. When applicable to the grade level or subject area taught by a teacher, HQSD shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning.

b. The credentialed evaluator will use the Rubric, along with conversations and artifacts/evidence presented by the teacher, to determine whether the teacher has met the criteria for using data from the HQSD instrument.

c. The teacher should use the data generated from the HQSD instrument to provide evidence for any of the components on the teacher's evaluation related to knowledge of the students to whom the teacher provides instruction, the teacher's use of differentiated instruction

practices, the assessment of student learning, the use of assessment data, and teacher's professional responsibility and growth.

d. The teacher shall use the data generated from the HQSD instrument by:

(1) Critically reflecting upon and analyzing available data, using information as part of an ongoing cycle of support for student learning;

(2) Considering student learning needs and styles, identifying the strengths and weaknesses of an entire class, as well as individual students.

(3) Informing instruction and adapting instruction to meet students' needs based upon the information gained from the data analysis.

(4) Measuring student learning (achievement and/or growth) and progress toward achieving state and local standards.

5. Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan. Absent extenuating circumstances as recognized by the Superintendent (e.g., a teacher is on an extended leave of absence), teachers' Professional Growth Plans must be completed annually by October 1. Professional Growth Plans must have two (2) S.M.A.R.T. goals aligned with the District / Building Strategic Plan.

a. Teachers whose final summative rating is "Accomplished" shall develop a self-directed professional growth plan that focuses on the most recent evaluation and observations and may choose their credentialed evaluator for the next evaluation cycle from those available in their specific building, provided the evaluators in the specific building have a balanced evaluation schedule (if not, the teachers will select based upon seniority). If the Superintendent determines to assign a second evaluator for a given school year, pursuant to 3.b. above, the Superintendent will select the additional evaluator. The teacher, however, may provide input as to who the second evaluator may be.

b. Teachers whose final summative rating is "Skilled" shall jointly-develop a professional growth plan with their credentialed evaluator that focuses on the most recent evaluation and observations and may have input on the selection of their credentialed evaluator for the next evaluation cycle.

c. Teachers whose final summative rating is "Developing" shall develop a professional growth plan that is guided by the assigned credentialed

evaluator. The Superintendent will assign the credentialed evaluator for the next evaluation cycle.

d. Teachers whose final summative rating is "Ineffective" will be placed on a professional improvement plan developed by their credentialed evaluator(s). The Superintendent will assign the evaluator(s) for the next evaluation cycle and approve the professional improvement plan.

e. Teachers on resident educator licenses who have a mentor teacher assigned may request the mentor participate in the development of an Improvement Plan; however, the mentor teacher shall not have a formal evaluative role.

f. The improvement plan will outline the following:

(1) Specific performance expectations, resources and the assistance to be provided.

(2) Reasonable timelines for its completion, but it must be completed by April 15 of the following year.

(3) Professional indicators documented as ineffective through the formal evaluation process**.**

Ordinarily, the improvement plan will consist of no more than two (2) achievable goals.

g. Mentors/Coaches to be Assigned to Teachers on an Improvement Plan:

(1) Teachers on an Improvement Plan may request that a Mentor/Coach be assigned to work with them to improve their performance.

(2) The Mentor/Coach will be trained to mentor a teacher and will not be the mentee teacher's credentialed evaluator.

(3) The Mentor/Coach will be provided release time once a quarter to observe the mentee teacher. The Mentor/Coach will also be compensated at the Teacher Stipend Rate for up to ten (10) hours of work outside the work day with the mentee teacher.

(4) The Building Principal will select the Mentor/Coach from a list of qualified teachers who have expressed a willingness to serve as a Mentor/Coach.

i. The Mentor/Coach must have continuing contract status and have served as a teacher in the District for at least five (5) consecutive years.

ii. The Mentor/Coach must hold a valid teaching certificate/license and normally will be assigned to a teacher with the same area of certification/license.

iii. The Mentor/Coach must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

iv. The Mentor/Coach shall not have a role in the formal evaluation of the mentee teacher.

(5) A teacher's activities as a Mentor/Coach shall not be taken into consideration as part of the Mentor/Coach teacher's evaluation.

(6) The Mentor/Coach will not be requested or directed to make any recommendations regarding the continued employment of the mentee teacher.

(7) The Mentor/Coach will provide a monthly log to the Building Principal identifying the amount of time the Mentor/Coach spent with Mentor/Coach's mentee teacher and the topics addressed.

(8) At any time, either the Mentor/Coach or mentee teacher may exercise the option to have a new mentor assigned.

6. The Board agrees to consider the following factors, in addition to a teacher's final summative evaluation rating, when making an employment decision (e.g., renewal, nonrenewal, promotion, termination) involving a teacher:

a. Whether the teacher supervised a student teacher, and whether that may have impacted the teacher's High Quality Student Data (HQSD) and how the teacher was able to use that data to inform instruction;

b. Whether the teacher was on an extended (60 days or more) leave of absence (e.g., sick leave, maternity leave), and whether the teacher's leave may have impacted the teacher's HQSD and how the teacher was able to use that data to inform instruction;

c. Whether one (1) or more students assigned to the teacher's class was absent forty-five (45) or more days during the school year (or twenty-three (23) days at the high school on a semester alternative block schedule), and whether such absences may have impacted the teacher's HQSD and how the teacher was able to use that data to inform instruction.

d. If a performance rating was affected by one or more of the preceding, it will be documented in the teacher's final summative evaluating report.

7. If the Ohio Legislature modifies in a material manner the Teacher Evaluation Process, the Parties will meet to determine what changes, if any, need to be made to this Article of the Agreement. Any changes to this Article shall require ratification by the Parties.

C. OSCES COUNSELORS

The Board-adopted Standards-Based School Counselor Evaluation policy is incorporated into this CBA as Appendix D-2 and the Evaluation Forms are available through OhioES.

Consistent with Ohio School Counselor Evaluation System ("OSCES"), the parties affirm that student metrics shall be combined with performance ratings that are assigned in the next school year to achieve an annual summative evaluation rating.

1. The Standards-Based School Counselor Evaluation procedures contained in this Master Agreement apply to employees who hold a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

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

   a. Accomplished;

   b. Skilled;

   c. Developing; or

   d. Ineffective.

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

3. 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:*

   - Comprehensive School Counseling Program Plan;
   - Direct Services for Academic, Career and Social/Emotional Development;
   - Evaluation and Data;
   - Leadership and Advocacy; and
   - Professional Responsibility, Knowledge and Growth.

School counselor performance is evaluated based on the ODE-approved OSCES Rubric. In the event of a leave of absence of an evaluator, another credentialed District administrator may be assigned.

a. School counselors shall be evaluated based on at least two formal observations of at least thirty (30) minutes each and informal observations each school year by a single evaluator, unless the counselor's evaluator is on a leave of absence. However, if a school counselor is required to develop a professional improvement plan because the school counselor's summative rating was "Ineffective" on the prior school year's summative evaluation, the evaluator may bring in another administrator to assist the school counselor in improving in the areas identified in the professional improvement plan. The strategies, activities and processes identified and implemented to assist the school counselor shall be documented as a part of the professional improvement process.

   The first observation will be completed no later than December 21.

   (1) The Board will not evaluate a school counselor who is on a Board-approved leave for more than fifty percent (50%) of the school year. The Principal will determine whether the counselor's leave exceeds fifty percent (50%) of the school year based upon the following calculation: the total number of full-workdays that the counselor was absent divided by the total number of scheduled counselor workdays for the school year.

   (2) The Board will not evaluate a school counselor who has submitted notice of retirement and that notice has been accepted by the Board not later than December 1 in the school year in which the evaluation is otherwise scheduled to be conducted.

b. School counselors on a limited or extended limited contract who are under consideration for nonrenewal shall receive at least three formal observations in addition to periodic observations during the school year by not more than two (2) evaluators. Following the first observation, the credentialed evaluator will notify the counselor, in writing as part of the post-observation report, whether the administration considers the counselor to be under consideration for non-renewal.

   The first observation must be completed no later than November 1, unless the counselor was hired after September 15, in which case the counselor's first observation will be completed no later than December 21.

   The second observation must be completed no later than February 15.

   Written notice of nonrenewal will be provided by June 1st and the counselor will receive a final written evaluation report at least five (5) days prior to Board action.

A counselor on a limited contract who is hired after January 1 but before February 15, may be nonrenewed with only two (2) formal observations and a completed evaluation utilizing the non-OTES observation/evaluation instruments. A counselor hired after February 15 will not be subject to evaluation pursuant to this Article. As such, the counselor may be nonrenewed without completion of a formal evaluation. These provisions expressly supersede Ohio Revised Code Sections 3319.11, 3319.111, and 3319.113. Notwithstanding the preceding, if a counselor is hired after February 15 but before April 1, the administration will conduct one (1) formal observation and provide written feedback to the counselor through use of the non-OTES observation/evaluation instrument.

c. Evaluations of school counselors must be completed by an administrator in the District who has completed the required training. For counselors who travel between buildings, a single administrator shall be identified to evaluate the counselors, except as otherwise specified in Paragraph 3.a. above. Ordinarily, it will be a building administrator in the building where the counselor spends the majority of the counselor's time; however, the Superintendent shall have authority to make the final decision concerning who the evaluator(s) will be in order to equitably distribute evaluation responsibilities among credentialed evaluators.

d. A school counselor who has been granted a continuing contract by the Board and received a final summative rating of "Accomplished" on the counselor's most recent evaluation shall be evaluated every three (3) years. During school year(s) when the counselor is not being formally evaluated, the counselor must still: (1) develop a self-directed professional growth plan, (2) be observed by a credentialed evaluator (the observation will consist of an informal observation that will last at least twenty (20) minutes but not more than thirty (30) minutes), and (3) participate in a post-observation conference with the credentialed evaluator. At the post-observation conference, the credentialed evaluator, in dialogue with the counselor, will determine whether the counselor is making progress on the self-directed professional growth plan. The determination of whether the teacher is making progress will be based upon objective data. If the credentialed evaluator determines the counselor is not making progress, the counselor will be subject to a full-evaluation the following school year. Additionally, the counselor must have a rating for the student metrics calculated and it must remain average or higher to continue the less frequent evaluation cycle.

e. A counselor who has been granted a continuing contract by the Board and received a final summative rating of "Skilled" on the counselor's most recent evaluation shall be evaluated every two (2) years. During school year(s) when the counselor is not being formally evaluated, the counselor must still: (1) develop a professional growth plan, (2) be observed by a credentialed evaluator (the observation will consist of an informal observation that will last at least twenty (20) minutes but not

more than thirty (30) minutes), and (3) participate in a post-observation conference with the credentialed evaluator. Additionally, the counselor must have a rating for the student metrics calculated and it must remain average or higher to continue the less frequent evaluation cycle.

f. A counselor who is on a limited multi-year contract and received a final summative rating of either "Accomplished" or "Skilled" on the counselor's most recent evaluation shall be evaluated every two (2) years. During the school year when the counselor is not being formally evaluated, the counselor must still: (1) develop a professional growth plan, (2) be observed by a credentialed evaluator (the observation will consist of an informal observation that will last at least twenty (20) minutes but not more than thirty (30) minutes), and (3) participate in a post-observation conference with the credentialed evaluator. Additionally, the counselor will have a rating for student metrics calculated and it must remain either average or higher to continue the less frequent evaluation cycle.

g. Formal observations shall not occur during the first two (2) weeks of school. Informal observations and pre-conference meetings shall not occur during the first week of school. Observation timelines may be changed due to illness or leave of the counselor or evaluator, such that the deadlines will be extended by the number of days the individual is absent. The May deadlines may not be extended.

h. Evaluations will be completed by May 1st and each counselor will be provided a final written evaluation report of the results of the evaluation by May 10th. A counselor may request to have a TEA representative present at the Final Summative Conference, provided the meeting will not be unreasonably delayed as a result of this request and the request is submitted at least two (2) school days before the scheduled conference.

i. Each school counselor shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool. The Self-Assessment Summary Tool shall be completed by the counselor prior to the pre-conference for the first formal observation. The "Self-Assessment" will remain private to the counselor.

j. <u>Formal Observation Procedure</u>

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

(2) Each of the first two (2) formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The pre-observation conference will occur no more than five (5) school days prior to each observation. If a third observation is

conducted, it may be unannounced (i.e., there will not be a pre-observation conference).

(3) A post-observation conference shall be held within ten (10) school days after each formal observation at which the evaluator will discuss the observation. Within five (5) days of the completion of the post-observation conference, the evaluator will provide the counselor with a completed observation rubric.

(4) Counselors are responsible for completing their portion of OhioES in a timely manner (i.e., within four (4) school days of receiving electronic notice from the program). Extensions may be approved at the discretion of the credentialed evaluator.

k. Informal Observation Procedure

(1) Informal observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality and shall not unreasonably disrupt and/or interrupt the learning environment.

(2) Informal observations will not last less than five (5) minutes, nor typically more than fifteen (15) minutes.

(3) Data gathered during the informal observation will be shared electronically with the counselor.

(4) A completed form must be shared with the employee within two (2) school days.

(5) Informal observations shall occur a minimum of twice a quarter for the first three (3) quarters of the school year for each counselor being evaluated. Informal observations may occur during the fourth quarter, at the discretion of the credentialed evaluator(s).

l. The District, with input from District school counselors, will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year. Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

4. Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual evaluations, each school counselor must develop either a professional growth plan or professional improvement plan. Absent extenuating circumstances as recognized by the Superintendent (e.g., a counselor is on an extended leave of absence), counselors' Professional Growth

Plans must be completed annually by October 1. Professional Growth Plans must have two (2) S.M.A.R.T. goals aligned to the District / Building Strategic Plan.

a. Counselors whose final summative rating is "Accomplished" shall develop a self-directed professional growth plan that focuses on the most recent evaluation and observations and may choose their credentialed evaluator for the next evaluation cycle from those available in their specific building, provided the evaluators in the specific building have a balanced evaluation schedule (if not, the counselor will select based upon seniority). If the Superintendent determines to assign a second evaluator for a given school year, pursuant to 3.b. above, the Superintendent will select the additional evaluator. The counselor, however, may provide input as to who the second evaluator may be.

b. Counselors whose final summative rating is "Skilled" shall jointly-develop a professional growth plan with their credentialed evaluator that focuses on the most recent evaluation and observations and may have input on the selection of their credentialed evaluator for the next evaluation cycle.

c. Counselors whose final summative rating is "Developing" shall develop a professional growth plan that is guided by the assigned credentialed evaluator. The Superintendent will assign the credentialed evaluator for the next evaluation cycle.

d. Counselors whose final summative rating is "Ineffective" will be placed on a professional improvement plan developed by their credentialed evaluator(s). The Superintendent will assign the evaluator(s) for the next evaluation cycle and approve the professional improvement plan. Additionally, a counselor who receives a rating of "Ineffective" on the counselor's metric of student outcomes or observation performance portion of the cumulative evaluation may choose by May 1 to develop a professional improvement plan. A counselor who elects to develop a professional improvement plan will have input on the counselor's evaluator(s) for the next evaluation cycle.

e. The credentialed evaluator may recommend a school counselor be placed on an improvement plan following the receipt of a rating of "Ineffective" on the classroom performance component of the evaluation.

f. Counselors on resident educator licenses who have a mentor counselor assigned may request the mentor participate in the development of an Improvement Plan; however, the mentor teacher shall not have a formal evaluative role.

g. The improvement plan will outline the following:

(1) Specific performance expectations, resources and the assistance to be provided.

(2) Reasonable timelines for its completion, but it must be completed by April 15 of the following year.

(3) Professional indicators documented as ineffective through the formal evaluation process**.**

Ordinarily, the improvement plan will consist of no more than two (2) achievable goals.

h. Mentors/Coaches to be Assigned to Counselors on an Improvement Plan:

(1) Counselors on an Improvement Plan may request that a Mentor/Coach be assigned to work with them to improve their performance.

(2) The Mentor/Coach will be trained to mentor a counselor and will not be the mentee counselor's credentialed evaluator.

(3) The Mentor/Coach will be provided release time once a quarter to observe the mentee counselor. The Mentor/Coach will also be compensated at the Teacher Stipend Rate for up to ten (10) hours of work outside the work day with the mentee counselor.

(4) The Building Principal will select the Mentor/Coach from a list of qualified counselors who have expressed a willingness to serve as a Mentor/Coach.

i. The Mentor/Coach must have continuing contract status and have served as a counselor in the District for at least five (5) consecutive years.

ii. The Mentor/Coach must hold a valid school counselor certificate/license.

iii. The Mentor/Coach must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of relevant school counseling techniques.

iv. The Mentor/Coach shall not have a role in the formal evaluation of the mentee counselor.

(5) A counselor's activities as a Mentor/Coach shall not be taken into consideration as part of the Mentor/Coach counselor's evaluation.

(6) The Mentor/Coach will not be requested or directed to make any recommendations regarding the continued employment of the mentee counselor.

(7) The Mentor/Coach will provide a monthly log to the Building Principal identifying the amount of time the Mentor/Coach spent with the Mentor/Coach's mentee counselor and the topics addressed.

(8) At any time, either the Mentor/Coach or mentee counselor may exercise the option to have a new mentor assigned.

5. The Board agrees to consider the following factor, in addition to a counselor's final summative evaluation rating, when making an employment decision (e.g., renewal, nonrenewal, promotion, termination) involving a counselor:

a. Whether the counselor was on an extended (60 days or more) leave of absence (e.g., sick leave, maternity leave), and whether the counselor's leave may have impacted the counselor's student metrics;

b. If a performance rating was affected by the preceding, it will be documented in the counselor's final summative evaluating report.

6. If the Ohio Legislature modifies in a material manner the School Counselor Evaluation Process, the Parties will meet to determine what changes, if any, need to be made to this Article of the Agreement. Any changes to this Article shall require ratification by the Parties.

D. NON-OTES AND NON-OSCES STAFF

1. Non-OTES/Non-OSCES staff will be evaluated on the same schedule and in the same general manner as OTES teachers and OSCES School Counselors. Specifically,

a. They will receive at least two (2) observations annually, unless they are under consideration for nonrenewal in which case they shall receive three (3) formal observations;

b. A formal evaluation may be waived when an employee is absent more than fifty percent (50%) of the school year, or the employee resigns by December 1; and

c. Continuing contract employees with a summative rating of "Accomplished" shall be evaluated every (3) years. Continuing contract employees with a summative rating of "Skilled" shall be evaluated every other year.

2. Credentialed evaluators will conduct at least two (2) site walkthroughs each quarter for the first three (3) quarters of the school year for Non-OTES/Non-

OSCES staff who are being evaluated. Site walkthroughs may occur during the fourth quarter, at the discretion of the credentialed evaluator(s).

3. Non-OTES employees must annually develop a professional growth or improvement plan, as applicable.

4. The Evaluation Rubrics for Related Services Staff and the TAP Coordinator shall be available on the District's shared drive.

E. JOINT COMMITTEE

There shall be a Joint Committee for Evaluation and HQSD ("Evaluation Committee") for the purpose of developing and recommending revisions to the District's Standards-Based Teacher and School Counselors Evaluation Systems, including Board Policies 3220 and 3223, and assessing, reviewing, and approving the many facets of HQSD and providing professional development in the area of HQSD.

1. Committee Composition

   a. The Committee shall be comprised of nine (9) Association members appointed by the Association President and nine (9) members appointed by the Superintendent. The members of the committee shall be considered experts in the field of education.

   b. Committee members shall attempt to be representative of different grade levels and content areas.

2. Committee Operation

   a. Members of the committee will receive training on OTES 2.0.

   b. The Committee shall meet on an "as needed" basis upon mutual agreement to assess the evaluation procedure.

   c. All decisions of the committee will be achieved by consensus. If consensus cannot be reached, the Association President and Superintendent will meet to resolve the issue.

   d. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.

   e. The committee shall be authorized to use educational consultants as the Committee deems it appropriate. The cost, if any, shall be borne by the Board.

3. Committee Authority With Respect to HQSD

   a. The Committee will also provide input and feedback concerning the selection and use of teacher/grade level submitted High-Quality Student Data that will be used to guide instructional decisions and meet student

learning needs. The Committee will rigorously review and approve high-quality student data instruments that meet the following criteria:

(1) Align to learning standards;

(2) Measure what is intended to be measured;

(3) Be attributable to a specific teacher for course(s) and grade level(s) taught;

(4) Demonstrate evidence of student learning (achievement and/or growth);

(5) Follow protocols for administration and scoring;

(6) Provide trustworthy results; and

(7). Do not offend and are not driven by bias.

b. The committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment. Should the Committee have recommendations for revision of the procedure or instruments, they shall submit the recommendations to the parties' bargaining teams.

ARTICLE 12. REDUCTION IN STAFF

When the Board determines it is necessary to reduce the number of bargaining unit members, the following procedures shall apply:

A. For purposes of this Article, seniority will be computed from a bargaining unit member's most recent date of hire (i.e., date of Board action employing the member) or first day of most recent continuous actual service as a certificated/licensed or administrative employee of the Board, whichever is earlier. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of layoff. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the negotiating unit. However, time on unpaid leave will not be counted in computing seniority. Bargaining unit members with continuing contracts will have priority over bargaining unit members with limited contracts. If there is a tie on the Seniority List, seniority shall be determined by the flip of a coin.

B. By October 15 of each school year, the Superintendent will provide the Association with a list showing the seniority of each bargaining unit member employed by the Board.

The Association may make written request(s) for corrections, additions, or deletions to the list within thirty (30) calendar days from receipt of the list. Thereafter, the list as corrected shall remain in effect until the subsequent list is issued in the following school year. In the event that a bargaining unit member obtains new certification/licensure after the above thirty (30) day correction period, the bargaining unit member shall submit a copy of any such new and additional certification/licensure to the Superintendent not later than the last regularly scheduled school day in March of the

school year. If the bargaining unit member has applied for additional certification/licensure but has not received the actual certificate/license by this date, a copy of this application shall meet the requirements of this provision.

Failure to submit the above correction(s) or addition(s) by the respective deadlines precludes use of any such certification(s)/license(s) in that year's Reduction In Staff procedures.

C. The number of persons affected by a Reduction In Staff will be kept to a minimum by not employing replacements for employees who retire or resign, whenever possible, or whose limited contracts are not renewed.

D. Reductions not achieved through attrition will be made by suspending limited contracts and then continuing contracts of employment. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that the bargaining unit member is required to work a percentage of the time the bargaining unit member otherwise is required to work under the contract and the bargaining unit member shall receive a commensurate percentage of the full compensation the bargaining unit member otherwise would receive under the contract.

1. Before implementing a Reduction In Staff (RIS) by the suspension of contracts, the Board shall give written notice to the Association President of its intent to effect a RIS through the suspension of limited and/or continuing contracts at least ten (10) workdays before Board action. Prior to Board action, the Association shall be given the opportunity to address the Board in Executive Session for the purpose of presenting, both orally and in writing, its views on the proposed RIS.

2. When conducting a RIS, the Board will suspend contracts in accordance with the Superintendent's recommendation who shall, within each teaching field affected, give preference first to teachers on continuing contracts. The Board will not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Bargaining unit members selected for suspension shall be placed on a RIS List. Limited contract bargaining unit members whose contracts are not renewed shall not be placed on the RIS List.

    a. The order of RIS among both groups of limited and continuing contract personnel shall be determined by their performance as indicated on their last full evaluations completed prior to the year the RIS list is being developed. If the evaluations of more than one teacher are comparable, the least senior of that group shall be reduced first.

    "Comparable" shall be defined for reduction and recall purposes: Category 1 (Final Summative Evaluation Rating of Ineffective) and Category 2 (Final Summative Evaluation Rating of Developing, Skilled or Accomplished).
    Where no full evaluation in the District has been completed before the year in which the RIS list is being developed, the teacher will be placed in Comparable Category 1.

b. The RIS shall occur as follows:

Teachers in a Comparable category in accordance with their seniority in the District. The contract of the least senior limited contract employee in the affected teaching field shall be suspended first. Limited contract teachers shall be suspended before continuing contract teachers.

Limited contract teachers in Category 1 in the affected teaching field shall be suspended first, followed by limited contract teachers in Category 2. If additional suspensions are necessary, continuing contract teachers in Category 1 in the affected teaching field will be suspended, followed by continuing contract teachers in Category 2. Within each category, the contract of the least senior limited or continuing contract teacher in the affected teaching field shall be suspended first.

c. Bumping shall be permitted consistent with reduction in force and the definition of comparable. A bargaining unit member slated for layoff shall be permitted to bump into positions in which the teacher is licensed and is in an equal or higher Category than the person to be displaced.

d. Bargaining unit members selected for suspension shall be placed on a RIS List. Limited contract bargaining unit members whose contracts are not renewed shall not be placed on the RIS List.

3. No bargaining unit member contracts will be suspended during the current school year. Bargaining unit member contracts may be suspended for the following school year and bargaining unit members shall be notified of any such suspension not later than July 1.

4. If a bargaining unit member is expected to be awarded a continuing contract in the spring of the year before the RIS will take effect and the employee's new continuing contract will be in effect at the start of the next school year, the bargaining unit member will be placed on the RIS list as a continuing contract teacher, regardless of whether the member has been awarded the continuing contract at the time the initial RIS list is developed.

E. The teachers whose continuing contracts are suspended pursuant to this Article shall have the right of restoration to continuing service status if and when teaching positions become vacant or are created for which any of such teachers are or become qualified. No teacher whose continuing contract has been suspended pursuant to this Article shall lose that right of restoration to continuing service status by reason of having declined recall to a position that is less than full-time or, if the teacher was not employed full-time just prior to suspension of the teacher's continuing contract, to a position requiring a lesser percentage of full-time employment than the position the teacher last held while employed in the District. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations as set forth above.

If a laid-off bargaining unit member has been recalled to a position other than that which the member held immediately prior to the member's layoff, the member will remain eligible for recall in accordance with the provisions of the above.

Notice of recall will be given by certified mail to the last address given to the Board by a bargaining unit member. A copy of the notice of recall will be given to the Association. If a bargaining unit member fails to respond within ten (10) days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered and forfeits all rights contained in this Article. The bargaining unit member must report to work on the date set forth in the recall notice, which shall be at least ten (10) days after the date of the notice. If a bargaining unit member has secured temporary employment elsewhere, the member will be allowed ten (10) days additional time before being required to report to work.

A limited contract bargaining unit member who is laid off will remain on the Recall List for twenty-seven (27) months after the effective date of the member's layoff, unless the member:

1. Waives the member's recall right in writing;

2. Resigns;

3. Fails to accept recall to the position the member is certified for so long as the position is in the field the teacher has taught while employed by the Board. Field is defined at the secondary level (7-12) as the teaching field(s) listed on the employee's teaching license(s). At the preschool and elementary levels and in special education, field is defined as the grades for which the teacher is licensed. For specials teachers, field is defined as the teaching field(s) and grades for which the teacher is licensed.

While on layoff, a bargaining unit member will have the option to remain an active participant in fringe benefits programs by contributing thereto the amount necessary to maintain such fringe benefits if permitted by the carrier.

F. All benefits to which a bargaining unit member was entitled at the time of the member's layoff, unused accumulated Sick Leave, and credits toward Sabbatical Leave eligibility, will be restored to the employee upon return to active employment; and the member will be placed on the proper step of the salary schedule for the member's experience and education. A bargaining unit member will not receive increment credits for time spent on layoff, nor will such time count toward the fulfillment of time requirements for acquiring tenure.

G. No vacancy in a bargaining unit position will be filled by the Board until the procedures set forth in this Article have been complied with.

H. The parties agree that if the law changes during the term of this Agreement to restore the primacy of seniority in the reduction in staff process (i.e., O.R.C. 3319.17 is amended to include language that existed prior to H.B. 153), the parties will meet to address how to modify the language in this Article to reflect the changes to state law with respect to seniority's role in the reduction in staff process.

ARTICLE 13. COMPENSATION

A. BARGAINING UNIT MEMBERS' SALARY

1. The salary index and schedules attached hereto as Appendices C-1, C-2, C-3, and C-4 shall be in effect during the term of this agreement.

Salary Index		(Appendices C-1)
2024 – 2025 School Year	**2.50%**	(Appendix C-2)
2025 – 2026 School Year	**2.50%**	(Appendix C-3)
2026 – 2027 School Year	**2.50%**	(Appendix C-4)

Annual Signing Bonus

The Board will pay full-time bargaining unit members an annual signing bonus equivalent to three-quarters of one percent (0.75%) of the Base Salary. Part-time employees are entitled to a prorated signing bonus. The signing bonus will be paid by October 31 each year.

2. In order to qualify for placement on the BA+16, BA+24, MA, MA+8, MA+16, and/or MA+30 column, a bargaining unit member must earn hours beyond the appropriate degree from an accredited teacher training college. Notwithstanding the preceding, SLPs may qualify for placement at MA+8, MA+16 and/or MA+30 column based upon earning certification of maintenance hours and OTs may qualify for placement at MA+8, MA+16 and/or MA+30 based upon earning continuing education activity hours toward their biennial license renewal. For purposes of this provision, fifteen (15) certification of maintenance hours (CMH) toward their biennial license renewal shall be considered equivalent to one (1) semester hour – e.g., a SLP would need to earn 120 CMHs in order to move from the MA column to the MA +8 column. Similarly, thirty (30) continuing education activity hours (CEAH) toward their biennial renewal shall be considered equivalent to one (1) semester hour – e.g., an OT would need to earn 240 CEAHs in order to move from the MA column to the MA+8 column. Bargaining unit members must submit to the Director of Human Resources college transcripts/written proof of CMHs/CEAHs and the Salary Upgrade Request form Appendix J by October 1st for advancement on the salary schedule, which shall be effective back to the start of the school year.

3. A bargaining unit member must have one hundred twenty (120) days in pay status per school year in order to be eligible for one (1) year increment credit.

4. To be eligible for the longevity steps at the 16th, and 20th, and 24th years, actual teaching service and employment of ten (10) years within the Twinsburg City School District must be met.

B. PAY

1. Bargaining unit members shall be paid in twenty-four (24) equal installments to be received no later than the 10th and the 24th of each month. If a bargaining unit member retires effective at the end of a school year, the member will receive the individual's final pay in the second pay of June.

2. Direct electronic deposit of pay is mandatory for all bargaining unit members.

3. Payroll information – including, deductions, net pay amount, accumulated sick leave, and accumulated personal leave – will be available on the payday in electronic format.

4. A bargaining unit member who is changing or closing out a bank account must notify the Board Treasurer at least three (3) weeks prior to the payday at which the bargaining unit member wants the change to take effect. New bargaining unit members will receive their first pay in the form of a manual check, and all subsequent pays pursuant to direct deposit.

5. It is the bargaining unit member's responsibility to make sure the Board Treasurer's office receives an accurate checking or saving account number so that the terms of this Article can be implemented.

6. The bargaining unit member can direct deposit with up to three (3) institutions of the member's choice at a time.

C. SPOT SUBSTITUTION

Substitutes holding a certificate/license shall be used, when applicable, in the absence of a regular teacher. The Building Principal shall create a list of those staff members who volunteer to serve in a spot substitute capacity. The Principal will rotate through the list to identify a spot substitute when one is needed. If no teacher on the volunteer spot substitute list is available, then teacher(s) shall be required to substitute if the need arises during preparation periods. Intervention Specialists shall not be taken from a resource room assignment to spot substitute in a regular education classroom; nothing herein, however, will prevent an Intervention Specialist who is assigned to co-teach a classroom from serving as the sole teacher on a given day because the regular education teacher is absent. Additional compensation shall be paid to teachers who substitute during preparation periods for other faculty members. Such compensation to be at the rate of .001 base rate salary per hour, computed to the nearest one-fourth (1/4) hour rounded up or down. Notification of such personnel to fill such substitute role to be selected and notified as early as possible, preferably the day before. This Section C applies to teachers of special education, Title I instructors and all other bargaining unit members.

D. RETIREMENT AND SEVERANCE PAY

Upon retirement, as hereinafter defined, bargaining unit members shall be entitled to their accumulated and unused Sick Leave at the time of retirement, up to a maximum

of one-fourth (1/4) of two hundred (200) days. Additionally, bargaining unit members shall be entitled to twenty percent (20%) of the total number of days of accumulated Sick Leave above and beyond the two hundred (200) days. Severance pay is calculated strictly based upon the bargaining unit member's per diem pay rate that is in effect at the time the employee retires, unless the bargaining unit member (1) is a long-term employee (i.e., an individual who has worked for the Board for at least ten (10) years at the time the individual elects to retire), (2) is employed at the time of retirement in a position with fewer hours than the individual worked in the District for the majority of the individual's career for reasons solely controlled by the Board (e.g., the Board implemented a Reduction in Staff that resulted in the employee's previous number of hours being involuntarily reduced), and (3) the reduced hour assignment has been in place for three (3) or fewer years at the time the bargaining unit member retires, in which case the employee's severance pay will be calculated utilizing a per diem daily rate that is comparable to what the employee's compensation would have been if the employee was serving in the same position to which the employee was assigned just prior to the involuntary reduction in hours.

E. MILEAGE RATE

1. Mileage is to be paid at the IRS-approved rate.

2. Distance between buildings to be determined and promulgated.

3. Dates and destination to be recorded on approved forms, which are available online.

F. SUPPLEMENTAL CONTRACTS/EXTENDED TIME

1. In the event the Board determines that either an extended contract and/or a supplemental contract is to be offered, then any such bargaining unit member(s) shall be paid in accordance with the schedule in this Agreement. Granting of either an extended contract and/or a supplemental contract for a given year does not obligate the Board to issue a subsequent contract(s) in the following year(s).

2. The following position shall be filled each year, via extended contracts, so long as the Board of Education continues to receive appropriate State funding:

	Minimum	Maximum
Career Based Intervention Coordinator	10 Days	20 Days

3. Effective with the appropriate date of the school year, the following positions may be filled via extended contracts:

	Minimum	Maximum
a. Librarian	10 Days*	20 Days*

b. School Counselors	Minimum	Maximum
(1) High School	10 Days*	20 Days*
(2) Middle School	10 Days*	20 Days*
(3) Intermediate	10 Days*	20 Days*
(4) Elementary	10 Days*	20 Days*

* Librarian / Counselors must consult with their Principal to determine when these days will be worked.

4. Supplemental salaries to be paid:

   a. At the end of each semester for those activities encompassing the entire school year.

   b. At the middle and end of each activity for those activities encompassing less than the entire school year.

   c. At the end of each activity for those activities encompassing several performances and of short seasonal duration of time.

5. Supplemental contracts and extended time shall be computed on the base salary in effect on September 1 of each school year.

6. In the event the Administration determines that insufficient student participation exists, then the Administration may cancel any previously awarded supplemental contract at any time prior to the first scheduled day of the activity and the bargaining unit member shall be paid twenty-five percent (25%) of the supplemental salary.

7. Summer School Teachers and Home Instructors will be paid at the hourly rate of .000709 of the Base Rate.

G. SUPPLEMENTAL POSITIONS & SALARIES/STIPENDS

TEACHER LEADERSHIP

High School Department Heads

Art	3.75%
Business Ed	3.75%
English	7.50%
World Language	7.50%
Guidance	7.50%
Health and Physical Education	3.75%
Math	7.50%
Music	3.75%
Science	7.50%
Social Studies	7.50%
Special Education	7.50%

Team Leaders

8th Grade	5.00%
7th Grade	5.00%
6th Grade	6.00%
5th Grade	6.00%
4th Grade	6.00%
3rd Grade (including PLC)	4.00%
2nd Grade (including PLC)	4.00%
1st Grade (including PLC)	4.00%
Kindergarten (including PLC)	4.00%
Pre-K (including PLC)	4.00%
PLC Leaders (Grades 4-6)	1.00%
K-12 Specialist (1-Art / 1-Music / 1-PE)	4.00%
Building Lead - Special Education (1-Wilcox / 1-Bissell / 1-Dodge / 1-RBC)	4.00%

Resident Educator Program

Mentor – 1st Year	3.00%
Mentor – 2nd Year	2.00%
RESA Facilitator	2.00%

CO-CURRICULAR

Art Show

Art Educator (Spring)	$75 / night

Academic Competitions

HS Academic Challenge	4.00%
HS Speech & Debate Advisor	4.00%
8th Grade Power of the Pen	4.00%
7th Grade Power of the Pen	4.00%
Spelling Bee RBC	2.75%
Spelling Bee Dodge	2.75%
6th Grade Math Olympiad	2.00%
5th Grade Math Olympiad	2.00%
4th Grade Math Olympiad	2.00%
Model UN	4.00%

Auditorium Manager

Auditorium Manager	8.00%

Band

HS Marching/Concert Band Director	15.00%
HS Assistant Marching Band Director	5.00%
HS Assistant Concert Band Director	5.00%
HS Majorette/Drill Team Advisor	7.00%
HS Jazz Band Director	4.00%

HS Pep Band Director	3.00%
MS Jazz Band	2.50%
MS Assistant Band Director	2.00%
8th Grade Band Director	2.75%
7th Grade Band Director	2.75%
6th Grade Band Director	2.75%
5th Grade Band Director	2.75%

Clubs

HS Foreign Language Club	1.75%
HS Pep Club	3.00%
HS SADD	1.75%
HS Step Team	1.75%
HS Thespian Club	1.75%
MS Esports Team	4.00%
HS Esports Team	4.00%
HS Robotic Club Advisor	4.00%
HS Black History	1.75%
HS Blue Diamonds	1.75%
HS HOSA	1.75%
HS Key Club	1.75%
HS Student Minority	1.75%
ICEburg	1.75%
Fashion	1.75%
Computer Linguistics	1.75%
MS Arts and Crafts Club	1.75%
MS Robotic Club Advisor	1.75%
MS STEM Club Advisor	1.75%
MS Step Team	1.75%
Dodge Ski Club Advisor	1.75%
Dodge Ski Club Assistant Advisor*	0.77%

Drama

HS Director	9.50%
HS Technical Director	5.50%
HS Choreographer	1.75%
MS Drama	5.00%
MS Technical Director	2.00%

Digital Academy

Digital Academy Advisor	1.75%

Graduation Advisor

Graduation Advisor	3.00%

High School Class Advisors

Senior Class	5.00%
Junior Class	5.00%
Sophomore Class	4.00%
Freshman Class	4.00%

Interactive Video Production

Interactive Video Production	4.00%

National Honor Society

National Honor Society	3.25%
Junior National Honor Society	1.75%

Orchestra

HS Orchestra	7.00%
HS Orchestra Assistant	5.00%
MS Assistant Orchestra Director / TEO	3.25%
8th Grade	2.75%
7th Grade	2.75%
6th Grade	2.75%
5th Grade	2.75%
4th Grade	2.75%

Peer Mentorship

Peer Mentorship Advisor	1.75%

Senior Experience

Senior Experience Advisor	2.75%

Student Council

HS Student Council Advisor	6.00%
MS Student Council Advisor	6.00%
Dodge Student Council Advisor	6.00%
Bissell Student Council Advisor	3.00%

Trip Chaperones

MS DC Trip	$300/night
Dodge Camp Program	$300/night
Dodge Dearborn Program	$300/night
Cedar Point	$75

Trip Planners

MS DC Trip	3.00%
Dodge Camp Program	3.00%
Dodge Dearborn Program	3.00%
Cedar Point	1.00%

Vocal Music

HS Show Choir	14.00%
HS Assistant Show Choir**	0.77%
HS Choreographer	1.75%
HS Vocal Director	7.00%
RBC Singer	5.00%
MS Vocal Director	2.50%
6th Grade Chorus	2.50%
5th Grade Chorus	2.50%
4th Grade Chorus	2.50%
Bissell (Concert outside work day)	$75/concert
Wilcox (Concert outside work day)	$75/concert

Yearbook

HS Yearbook	6.00%
MS Yearbook	1.75%
Dodge Yearbook	2.75%

ATHLETICS

Athletic Director

HS Assistant	5.00% per season
MS Assistant	5.00% per season

Site Coordinator 10.00%

Baseball

Varsity Head Coach	14.00%
Assistant Head Coach**	0.77%
JV Coach**	0.77%
9th Grade Coach**	0.75%
8th Grade Coach**	0.69%
7th Grade Coach**	0.69%

Basketball

Boys

Varsity Head Coach	15.00%
Assistant Head Coach**	0.77%
JV Coach**	0.77%
9th Grade Coach**	0.75%
8th Grade Coach**	0.69%
7th Grade Coach**	0.69%

Girls

Varsity Head Coach	15.00%
Assistant Head Coach**	0.77%
JV Coach**	0.77%
9th Grade Coach**	0.75%
8th Grade Coach**	0.69%
7th Grade Coach**	0.69%

Bowling

Boys

Varsity Head Coach	5.00%

Girls

Varsity Head Coach	5.00%

Cheerleading

Football

Varsity Advisor	5.00%
JV Advisor**	0.77%
9th Grade Advisor**	0.75%
MS Advisor**	0.69%

Basketball

Varsity Advisor	5.00%
JV Advisor**	0.77%
9th Grade Advisor**	0.75%
MS Advisor**	0.69%

Cross County

Varsity Head Coach	10.00%
Assistant Varsity Head Coach**	0.77%
MS Coach**	0.69%
MS Assistant**	0.67%

Football

Varsity Head Coach	17.00%
Assistant Head Coach**	0.77%
Assistant Head Coach**	0.77%
Assistant Head Coach**	0.77%
JV Coach**	0.77%
JV Coach**	0.77%
JV Coach**	0.77%
Freshman Coach**	0.75%
Freshman Coach**	0.75%
MS Coordinator**	0.69%
MS Assistant Coach**	0.67%
MS Assistant Coach**	0.67%
MS Assistant Coach**	0.67%
MS Assistant Coach**	0.67%
MS Assistant Coach**	0.67%

Golf

Boys

Varsity Head Coach	8.00%
Assistant Coach**	0.77%

Girls

Varsity Head Coach	8.00%

Gymnastics

Varsity Head Coach	14.00%
Assistant Head Coach**	0.77%

Hockey

Varsity Head Coach	14.00%
Assistant Head Coach	0.77%

Soccer

Boys

Varsity Head Coach	14.00%
Assistant Head Coach**	0.77%
JV Coach**	0.77%
9th Grade Coach**	0.75%
MS Coach**	0.69%

Girls

Varsity Head Coach	14.00%
Assistant Head Coach**	0.77%
JV Coach**	0.77%
9th Grade Coach**	0.75%
MS Coach**	0.69%

Softball

Varsity Head Coach	14.00%
Assistant Head Coach**	0.77%
JV Coach**	0.77%
9th Grade Coach**	0.75%
MS Coach**	0.69%

Swimming

Varsity Head Coach	14.00%
Assistant Head Coach**	0.77%

Tennis

Boys

Varsity Head Coach	8.00%
JV Coach**	0.77%

Girls

Varsity Head Coach	8.00%
JV Coach**	0.77%

Track

Boys

Varsity Head Coach	14.00%
Assistant Coach**	0.77%
Assistant Coach**	0.77%

Girls

Varsity Head Coach	14.00%
Assistant Coach**	0.77%
Assistant Coach**	0.77%
Assistant Coach**	0.77%
MS Coordinator**	0.69%
MS Assistant Coach**	0.67%
MS Assistant Coach**	0.67%
MS Assistant Coach**	0.67%
MS Assistant Coach**	0.67%
MS Assistant Coach**	0.67%

Volleyball

Varsity Head Coach	14.00%
JV Head Coach**	0.77%
9th Grade Coach**	0.75%
8th Grade Coach**	0.69%
7th Grade Coach**	0.69%

Weightlifting

Summer Session	2.25%
Fall Session	3.75%
Winter Session	5.25%
Spring Session	3.75%

Wrestling

Varsity Head Coach	15.00%
Assistant Head Coach**	0.77%
JV Coach**	0.77%
9th Grade Coach**	0.75%
Middle School Coordinator**	0.69%
MS Assistant Coach**	0.67%

If an employee changes positions within a discipline (i.e., Assistant Soccer Coach becomes Soccer Head Coach), the employee's longevity shall continue uninterrupted.

Supplementals listed as percentage are paid that percentage times base.

EXAMPLE: Head Football = 17% X $ 24,720.00 = $ 4,202.40

**Number factor times Head Coach's salary

EXAMPLE: Football Assistant to Head Coach = 0.77 X $ 4,202.40 = $ 3,235.84

Game Workers (home games only)

Ticket Sellers (per game)	$20.00
Ticket Takers (per game)	$20.00
Announcer (per game)	$20.00
Scoreboard Operator (per game)	$20.00

H. SUPPLEMENTAL LONGEVITY

All supplemental positions shall be subject to the following additional longevity increments, retroactive to 1989, for service in the District in the same or related positions:

Step 1 - 4 through 6 years - 2% of that position
Step 2 - 7 through 10 years - 3% of that position

If an employee changes positions within a discipline (i.e., Assistant Soccer Coach becomes Head Coach) the employee's longevity shall be uninterrupted.

I. TEACHER STIPEND RATE

The Teacher Stipend Rate is .00063 of the base per hour.
Teachers who perform curriculum work during times when school is not in session shall be compensated at the Teacher Stipend Rate.

J. LESSON PLANNING FOR AN ABSENT TEACHER

A teacher who prepares lesson plans at the request of the Building Principal for another teacher who is on a leave of absence and the subject of the lesson plan is the same as the teacher's current preparation, the teacher shall be paid at the Teacher Stipend Rate.

A teacher who prepares lesson plans at the request of the Building Principal for another teacher who is on a leave of absence and the subject of the lesson plan is not part of the teacher's current preparation, the teacher shall be paid at the teacher's per diem rate.

K. SEPARATE SUPPLEMENTAL PAY

Each bargaining unit member who holds a supplemental contract shall receive the member's supplemental pay separate from the member's regular pay. The Board Treasurer shall be notified, by the person to whom the holder of the supplemental

contract reports, that a portion of the payment shall be made in separate checks, each of which shall be paid according to the following approximate schedule:

PAYMENT
October 1
November 12
December 10
March 4
April 15
June 10

Special pay dates for shall be on or about the above dates with all payments made before June 30.

L. TUITION REIMBURSEMENT

The Board shall reimburse, in part, monies spent by bargaining unit members for college tuition associated with courses related to the staff member's area(s) of instruction or new area(s) of instruction or licensure, LPDC goals, or obtaining an administrator license. The rate of reimbursement shall be fifty percent (50%) of the tuition costs to a maximum of one thousand dollars ($1,000.00) per bargaining unit member, per year [fifty percent (50%) of $2,000.00]. To receive the reimbursement, the bargaining unit member must take the course through an accredited college or university, and submit their request (i.e., the Course Approval Request for Tuition Reimbursement form) at the time the member registers for the class so that a purchase order can be secured. A staff member will be denied reimbursement if the member submits a Course Approval Request for Reimbursement form after the course is completed, unless the registration and course took place on the same day, in which case the member must submit the Course Approval Request for Reimbursement form within two weeks of the conclusion of the class. In order to receive tuition reimbursement for a course that will occur prior to June 30, the staff member must submit the Course Approval Request for Reimbursement form prior to April 15. Any Course Approval Request for Reimbursement form submitted after April 15, must be for a course that occurs after July 1. All paperwork associated with completion of the Course must be submitted within ninety (90) calendar days of the completion of the Course; failure to submit the documentation in a timely manner will result in denial of the requested reimbursement.

M. ATTENDANCE RECOGNITION

1. A bargaining unit member who does not use sick leave or personal leave during a semester shall be allowed to cash in one (1) day from the member's accumulation of sick leave for pay at the employee's per diem rate. Sick leave transfer to another bargaining unit member does not constitute the use of sick leave. To be eligible to cash in one or two (2) days for pay pursuant to this paragraph, the employee has to be employed by the District for the entire school year. A bargaining unit member may cash in a maximum of two (2) days per school year. The payment for the first semester will be made by the end of February, and the payment for the second semester will be made by the end of August.

2. The following leaves shall not be considered sick or personal leave for the purpose of this provision:

   a. Death/Funeral of an immediate family member (as defined in Article 6.J.), provided the absence does not exceed five (5) work days.
   b. Observance of religious holidays for which the bargaining unit member utilizes Personal Leave.

N. BACKGROUND CHECKS

The Board shall pay for background checks (i.e., BCII and FBI) required for bargaining unit members' certificate/license renewal and for bargaining unit members with permanent certificates who require the background checks to remain employed by the Board.

O. RETIREE HIRES

Bargaining unit members who have retired under the Ohio State Teachers Retirement System from any school district in Ohio and are hired by the Board after the effective date of this Agreement are entitled to all the terms and conditions of the negotiated agreement with the following limitations:

1. A hired retiree shall be placed on the salary schedule in the appropriate column with applicable experience credit to a maximum of five (5) years.

2. A hired retiree shall not be eligible for the Early Retirement Incentive specified in Article 15 herein or severance pay for accumulated sick leave.

3. Seniority for a retiree is broken at the time of retirement. Seniority for hired retirees will return to zero (0) years and remain at zero (0) years for the reemployed bargaining unit member's entire "post-retirement" tenure. In the event of a Reduction In Staff, the reemployed bargaining unit member will not have any of the bumping rights set forth in this Agreement.

4. A hired retiree shall be eligible for no more than a one year contract, and shall be considered automatically nonrenewed at the expiration of the contract without requirement for further Board action. Additionally, hired retirees need not be evaluated in accordance with this Agreement and shall not be eligible for placement on a Recall List pursuant to a Reduction In Staff.

5. The parties expressly agree and fully intend that Article 13, Section M supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, and federal laws and regulations; including, but not limited to, all conflicting provisions of O.R.C. 3317.13, 3317.14, 3319.11, 3319.111, and 3319.112.

P. **ONLINE TRAINING FOR STATE REQUIRED CREDENTIALS TO HOLD A PUPIL ACTIVITY PERMIT**

The Board shall make available to bargaining unit members required to have a pupil activity permit, at no charge, access to online training modules that fulfill the state-required credentials for holding a pupil activity permit. The time employees spend completing such training shall be considered part of the employees' job responsibilities associated with their respective supplemental contracts (i.e., there is no additional compensation for the time spent completing the annual training). In addition to the online training, bargaining unit members who hold a pupil activity permit must complete, on a biennial basis, an in-person CPR course.

ARTICLE 14. PROPERLY CERTIFIED/LICENSED TEACHERS

All classroom teachers who provide instruction to students in a core subject area (i.e., reading and English language arts, mathematics, science, social studies, foreign language, and fine arts) must be properly certified/licensed teachers.

ARTICLE 15. EARLY COMMITMENT TO RETIRE INCENTIVE

A payment shall be made, not later than September 1 of the appropriate year, to those bargaining unit members who elect to retire and meet each of the following terms and conditions:

A. The bargaining unit member must be eligible to retire on or before June 30 of the retirement year.

B. In exchange for the bargaining unit member's irrevocable letter of retirement (with an effective date not later than August 15 of the retirement year), the Board promises to pay the bargaining unit member a percentage of the employee's severance pay entitlement as of June 30 of the retirement year as follows:

Notice on or before December 1 ..... 42%
Notice on or before February 1 ..... 40%
Notice on or before April 1 ..... 38%

C. Any bargaining unit member accepting this incentive must complete the entire school year (i.e., work through the last teacher workday).

D. It is understood that the Board will be actively seeking replacement bargaining unit members and that the Board will rely upon any and all retirement letters submitted.

E. In any school year that ends not more than three (3) work-days into June, teachers who are to retire effective with the start of the following school year may complete their school year on May 31st with 184 days of service. To make up for the missed days, those teachers must complete a project consisting of a mutually agreed upon number of hours corresponding with the number of days in June the teachers would not work. Each year, the number of hours would be calculated based on the number of days missed; for example, in 2018-2019, the teachers had to complete a project that consisted of 22 ½ hours (7.5 hours per day x 3). This project must be pre-approved by the Building Principal. The teacher must submit the proposed project not later than February 1st and obtain approval for the project no later than February 28th. The teacher must also complete all of the end-of-year duties not later than May 31st . Teachers must submit their irrevocable letter to retire pursuant to the terms of this Article.

ARTICLE 16. LABOR / MANAGEMENT COMMITTEE

There shall be a Labor/Management Relations Committee that shall meet regularly, no fewer than six (6) times during the school year, unless there are no items on a scheduled meeting's agenda in which case either party may cancel the meeting. The first meeting each year will occur by the first Tuesday in October. In addition, there will be no more than two Labor Management Committee meetings that are dedicated to Special Education. The purpose of the Labor/Management Relations Committee shall be to promote a positive working relationship between the parties and to address matters of mutual concern. Building-level issues may only be considered at the Labor/Management Committee if they have been first presented to the Principal and a satisfactory resolution was not achieved through such dialogue. The Labor/Management Relations Committee shall be comprised of no more than seven (7) members of management (appointed by the Superintendent) and no more than seven (7) members of the Association (appointed by the Association President). The Association President can assign different members of the Association to the two meetings dedicated to Special Education. Agenda items shall be submitted to the other party in advance. The discussions of the Labor/Management Relations Committee shall not result in modifications or additions to this Agreement.

All Committee meetings shall be scheduled after normal school hours and Association members shall not be entitled to compensation for time spent in preparation for or attendance at such meetings.

ARTICLE 17. MASTER TEACHER COMMITTEE

A. **ESTABLISHMENT OF MTC**

The Master Teacher Committee ("MTC") is charged with designating teachers in a school building/District as Master Teachers.

B. **SELECTION OF THE MTC MEMBERS**

1. The MTC shall be comprised of a majority of practicing teachers.

2. The MTC shall be comprised of three (3) bargaining unit members appointed by the Association President, and two (2) administrators appointed by the Superintendent. At least one (1) of the three (3) bargaining unit members on the Committee must be Master Teachers, National Board Certified Teacher Leaders, Lead Professional Educators, or Senior Professional Educators.

C. MTC OPERATIONAL PROCEDURES

1. The MTC shall meet twice a year (once each semester), unless the Board and the Association jointly agree that additional meetings are necessary.

2. The MTC members shall jointly establish a Plan of Operation for the appropriate designation of a Master Teacher, which shall include, but not be limited to, the application and review processes, the dissemination of general information to bargaining unit members, and an appeal process.

D. TERMS OF OFFICE

1. The Association shall determine the length of the term of office for its MTC members, except bargaining unit members who are not Master Teachers, etc., cannot be on the MTC for more than two consecutive years.

2. The terms of office for the Association MTC members shall be staggered.

3. The Association shall determine the process for removing an Association MTC member from office.

E. EMPLOYEE PROTECTION

1. A bargaining unit member's involvement in the activities of the MTC shall not serve as the basis for an adverse employment decision.

2. Nothing in the MTC process shall have an adverse impact on a bargaining unit member's performance evaluation.

3. In the event of an in-term vacancy or removal of an Association MTC member, the Association shall replace the member.

F. TRAINING AND COMPENSATION

1. As determined by the MTC, the Association MTC members shall be provided on-going training by the Board to ensure consistent application of the Master Teacher criteria.

2. The Association MTC members shall be paid at the Teacher Stipend Rate to perform MTC duties, including training concerning their MTC responsibilities, that take place outside the bargaining unit member work day.

3. The Association MTC members shall be provided release time for any work pertaining to MTC duties, including training concerning their MTC responsibilities, that occurs during the bargaining unit member work day.

G. FACILITY, EQUIPMENT AND SUPPORT SERVICES

1. The MTC shall be provided with adequate space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space.

2. The MTC shall be provided with the equipment, paper and other materials necessary to perform its duties, as specified in the MTC operating procedures.

H. MTC APPEALS PROCEDURE

1. The MTC shall determine its own appeals procedure.

2. The MTC appeals procedure is not subject to the grievance/arbitration procedure outlined in this Agreement.

3. Issues for appeal are limited to procedural matters (e.g., did the MTC abide by its procedures in reviewing evidence and rendering judgment according to the criteria and standards?).

ARTICLE 18. CREDIT FLEXIBILITY

A. A Credit Flexibility Committee (CFC) will be created to review students' applications for Credit Flexibility Plans (CFP) and determine whether a Teacher of Record is necessary in order to award credit and a grade for completion of the students' CFP.

B. The CFC shall consist of two (2) administrators and one (1) school counselor.

C. The Building Principal will convene the CFC when necessary in order to review students' CFP applications.

D. Bargaining unit members of the CFC will be paid at the Teacher Stipend Rate when performing CFC duties outside the bargaining unit member work day. Similarly, bargaining unit members of the CFC will be provided release time for any work pertaining to their CFC duties that occur during the bargaining unit member work day.

E. TEACHER OF RECORD (TOR)

1. When appropriate, a TOR will be assigned by the CFC. In order to serve as a TOR for a specific CFP, the bargaining unit member must be certificated/licensed to teach in the subject area of the CFP and have taught in the subject area within the past three (3) school years.

2. The TOR is responsible for:

   a. Providing feedback to students regarding their CFPs.

   b. Monitoring students' progress toward completion of approved CFPs.

   c. Assessing students' work as part of the CFP and determining whether to award credit, and if so, assigning a grade upon completion of the approved CFP.

3. TORs will be provided paid release time to perform their TOR duties during the bargaining unit member work day, or paid at the base per diem hourly rate for all hours spent outside the bargaining unit member work day on TOR duties.

ARTICLE 19. GENERAL PROVISIONS

A. COMPLETE AGREEMENT

This Agreement constitutes all agreements reached by the parties during negotiations, reduced to writing as required by Ohio Revised Code 4117. This Agreement supersedes and cancels all prior understandings and agreements.

B. CONTRARY TO LAW

If any provision or application of this Agreement is determined by a court of competent jurisdiction, by an act of the Federal and/or State Legislature, regulations or orders issued by Federal or State authority, or by mutual agreement of the parties, to be contrary to law, that provision shall be considered null and void to the extent specifically prohibited but all other provisions herein shall continue in full force and effect. If a provision becomes unworkable due to it being contrary to law, such action shall be reason for a reopening of negotiations within ten (10) calendar days after receipt of a request by the Association or the Board on that provision to obtain a workable provision within the established legal structure.

C. MANAGEMENT RIGHTS

The Board and the Administration reserve all rights and powers conferred by law except as limited by this Agreement.

D. NO STRIKE/NO LOCKOUT

Matters pertaining to strikes and lockouts shall be governed by Ohio Revised Code 4117.

E. EQUAL RIGHTS CLAUSE

The parties to this Agreement jointly pledge that the provisions of this Agreement shall be applied uniformly to all teaching employees without regard to race, color, religious creed, sex, or national origin.

F. PRINTING OF AGREEMENT

The cost of printing this Agreement shall be shared equally by the Board and the Association. The Board shall receive thirty-five (35) copies.

G. DURATION

The Agreement shall be in effect from September 1, 2024, through August 31, 2027. Salaries and supplemental salaries shall be put into effect on the first workday of the school year, and supplemental rates shall apply to Fall activities that start in August.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 17th day of August, 2024, by the representatives whose signatures appear below.

For the Twinsburg Education Association:

James Lipinski, Association President

Kimberly Fink

Beth Chandler-Marks, OEA Consultant

For the Board:

Kathryn Powers, Superintendent

Julia Rozsnyai

Jennifer Cstarthing

Belinda McKinney

Scott Peters

APPENDIX A-1

GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, and/or Association_____

_____

Address_____Phone_____

School_____ Principal_____

Date Grievance Occurred_____ Date of Formal Filing_____

Person or Persons to Whom Grievance is Directed_____

_____

_____Initiated on Level_____

Statement of Grievance:

What Part of the Definition of the Grievance Has Been Violated? Set Forth the Language and Source Violated.

Action Requested:

_____

Grievant

APPENDIX A-2

GRIEVANCE DECISIONS

LEVEL 2 (FORMAL)
DECISION_____

_____

_____

Signature _____Date:_____
Administrative Representative

Signature_____ Date:_____
Administrative and/or Association Rep*

LEVEL3 (FORMAL)
DECISION_____

_____

_____

Signature _____Date:_____
Administrative Representative

Signature_____ Date:_____
Administrative and/or Association Rep*

LEVEL4 (FORMAL)
DECISION_____

_____

_____

Signature _____Date:_____
Administrative Representative

Signature_____ Date:_____
Administrative and/or Association Rep*

(Where decision required additional space, attach pages as necessary).
*Signature of the aggrieved and/or Association Rep indicates only receipt and not necessarily agreement with the decision.

APPENDIX B

PERSONAL LEAVE FORM

I hereby certify that I am not using my Personal Leave in violation of Article 6 of the Master Agreement. I understand that the filing of a false statement under this Article constitutes a violation of the provision and may be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day taken.

The Personal Leave will be (was) taken on _____

_____
Principal

_____
Name of Person Applying

_____
Building

Date Posted:_____

APPENDIX C-1

Twinsburg Education Association
Salary Index

YEARS		BACH	BA+16	BA+24	MAST	MA+8	MA+16	MA+30
STEP	0	1.0000	1.0484	1.0759	1.1036	1.1208	1.1381	1.1554
STEP	1	1.0446	1.0929	1.1206	1.1484	1.1657	1.1828	1.1999
STEP	2	1.0894	1.1379	1.1657	1.2072	1.2246	1.2420	1.2594
STEP	3	1.1343	1.1829	1.2109	1.2664	1.2840	1.3012	1.3184
STEP	4	1.1793	1.2283	1.2563	1.3261	1.3434	1.3609	1.3784
STEP	5	1.2389	1.2880	1.3158	1.3859	1.4036	1.4209	1.4382
STEP	6	1.2987	1.3478	1.3758	1.4462	1.4638	1.4812	1.4986
STEP	7	1.3588	1.4081	1.4363	1.5066	1.5243	1.5419	1.5595
STEP	8	1.4191	1.4666	1.4968	1.5675	1.5851	1.6030	1.6209
STEP	9	1.4800	1.5295	1.5578	1.6288	1.6462	1.6641	1.6820
STEP	10	1.5410	1.5908	1.6192	1.6903	1.7082	1.7258	1.7434
STEP	11	1.6024	1.6522	1.6807	1.7518	1.7696	1.7875	1.8052
STEP	12	1.6641	1.7144	1.7427	1.8142	1.8319	1.8499	1.8679
STEP	13	1.7263	1.7764	1.8052	1.8766	1.8948	1.9125	1.9302
STEP	14	1.7685	1.8186	1.8474	1.9188	1.9369	1.9547	1.9725
STEP	16	1.8425	1.8746	1.9034	2.0048	2.0229	2.0407	2.0585
STEP	20	1.8985	1.9306	1.9594	2.0608	2.0789	2.0967	2.1145
STEP	24	1.9545	1.9866	2.0154	2.1168	2.1349	2.1527	2.1705
STEP	27	1.9945	2.0266	2.0554	2.1568	2.1749	2.1927	2.2105
STEP	30	2.0345	2.0666	2.0954	2.1968	2.2159	2.2327	2.2505
STEP	33	2.0745	2.1066	2.1354	2.2368	2.2559	2.2727	2.2905

APPENDIX C-2

TWINSBURG CITY SCHOOLS
SUMMIT COUNTY

BASE SALARY $48,776 2.5% RAISE School Year: 2024-2025

YEARS		BACH	BA+16	BA+24	MAST	MA+8	MA+16	MA+30
STEP	0	48,776	51,137	52,478	53,829	54,668	55,512	56,356
STEP	1	50,951	53,307	54,658	56,014	56,858	57,692	58,526
STEP	2	53,137	55,502	56,858	58,882	59,731	60,580	61,428
STEP	3	55,327	57,697	59,063	61,770	62,628	63,467	64,306
STEP	4	57,522	59,912	61,277	64,682	65,526	66,379	67,233
STEP	5	60,429	62,823	64,179	67,599	68,462	69,306	70,150
STEP	6	63,345	65,740	67,106	70,540	71,398	72,247	73,096
STEP	7	66,277	68,681	70,057	73,486	74,349	75,208	76,066
STEP	8	69,218	71,535	73,008	76,456	77,315	78,188	79,061
STEP	9	72,188	74,603	75,983	79,446	80,295	81,168	82,041
STEP	10	75,164	77,593	78,978	82,446	83,319	84,178	85,036
STEP	11	78,159	80,588	81,978	85,446	86,314	87,187	88,050
STEP	12	81,168	83,622	85,002	88,489	89,353	90,231	91,109
STEP	13	84,202	86,646	88,050	91,533	92,421	93,284	94,147
STEP	14	86,260	88,704	90,109	93,591	94,474	95,342	96,211
STEP	16	89,870	91,435	92,840	97,786	98,669	99,537	100,405
STEP	20	92,601	94,167	95,572	100,518	101,400	102,269	103,137
STEP	24	95,333	96,898	98,303	103,249	104,132	105,000	105,868
STEP	27	97,284	98,849	100,254	105,200	106,083	106,951	107,819
STEP	30	99,235	100,800	102,205	107,151	108,083	108,902	109,770
STEP	33	101,186	102,752	104,156	109,102	110,034	110,853	111,721

APPENDIX C-3

TWINSBURG CITY SCHOOLS
SUMMIT COUNTY

BASE SALARY $49,995 2.5%RAISE School Year: 2025-2026

YEARS		BACH	BA+16	BA+24	MAST	MA+8	MA+16	MA+30
STEP	0	49,995	52,415	53,790	55,175	56,035	56,900	57,765
STEP	1	52,225	54,640	56,025	57,415	58,280	59,135	59,989
STEP	2	54,465	56,890	58,280	60,354	61,224	62,094	62,964
STEP	3	56,710	59,140	60,539	63,314	64,194	65,054	65,914
STEP	4	58,960	61,409	62,809	66,299	67,164	68,039	68,914
STEP	5	61,939	64,394	65,784	69,289	70,174	71,038	71,903
STEP	6	64,929	67,384	68,784	72,303	73,183	74,053	74,923
STEP	7	67,934	70,399	71,808	75,323	76,208	77,088	77,968
STEP	8	70,948	73,323	74,833	78,368	79,248	80,143	81,038
STEP	9	73,993	76,468	77,883	81,433	82,302	83,197	84,092
STEP	10	77,043	79,533	80,953	84,507	85,402	86,282	87,162
STEP	11	80,113	82,602	84,027	87,582	88,472	89,367	90,252
STEP	12	83,197	85,712	87,127	90,702	91,587	92,486	93,386
STEP	13	86,307	88,812	90,252	93,821	94,731	95,616	96,501
STEP	14	88,417	90,922	92,362	95,931	96,836	97,726	98,616
STEP	16	92,117	93,721	95,161	100,231	101,136	102,026	102,916
STEP	20	94,916	96,521	97,961	103,031	103,935	104,825	105,715
STEP	24	97,716	99,321	100,761	105,830	106,735	107,625	108,515
STEP	27	99,716	101,321	102,761	107,830	108,735	109,625	110,515
STEP	30	101,716	103,320	104,760	109,830	110,785	111,625	112,515
STEP	33	103,715	105,320	106,760	111,830	112,785	113,625	114,514

APPENDIX C-4

TWINSBURG CITY SCHOOLS
SUMMIT COUNTY

BASE SALARY $51,245 2.5% RAISE School Year: 2026-2027

YEARS		BACH	BA+16	BA+24	MAST	MA+8	MA+16	MA+30
STEP	0	51,245	53,725	55,134	56,554	57,435	58,322	59,208
STEP	1	53,530	56,006	57,425	58,850	59,736	60,612	61,489
STEP	2	55,826	58,312	59,736	61,863	62,754	63,646	64,538
STEP	3	58,127	60,618	62,052	64,897	65,798	66,680	67,561
STEP	4	60,433	62,944	64,379	67,956	68,842	69,739	70,636
STEP	5	63,487	66,003	67,428	71,020	71,927	72,814	73,700
STEP	6	66,552	69,068	70,503	74,110	75,012	75,904	76,796
STEP	7	69,632	72,158	73,603	77,206	78,113	79,014	79,916
STEP	8	72,722	75,156	76,703	80,326	81,228	82,146	83,063
STEP	9	75,842	78,379	79,829	83,468	84,359	85,277	86,194
STEP	10	78,968	81,520	82,976	86,619	87,536	88,438	89,340
STEP	11	82,115	84,667	86,127	89,771	90,683	91,600	92,507
STEP	12	85,277	87,854	89,304	92,968	93,875	94,798	95,720
STEP	13	88,464	91,031	92,507	96,166	97,099	98,006	98,913
STEP	14	90,627	93,194	94,670	98,329	99,256	100,168	101,081
STEP	16	94,419	96,064	97,539	102,736	103,663	104,575	105,488
STEP	20	97,288	98,933	100,409	105,605	106,533	107,445	108,357
STEP	24	100,158	101,803	103,279	108,475	109,403	110,315	111,227
STEP	27	102,208	103,853	105,329	110,525	111,452	112,365	113,277
STEP	30	104,258	105,903	107,379	112,575	113,554	114,414	115,327
STEP	33	106,307	107,952	109,428	114,625	115,603	116,464	117,376

APPENDIX D-1

3220 - STANDARDS-BASED TEACHER EVALUATION

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

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

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Twinsburg Education Association ("TEA"), and in all extensions and renewals thereof.

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

The Board authorizes the Superintendent to establish and maintain an ongoing TEA OTES Committee, with continuing participation by District teachers represented by the Certificated Staff and Administration, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education.

"Teacher" - For purposes of this policy, "teacher" means a licensed instructor who spend at least fifty percent (50%) of the individual's time providing content-related student instruction and who is working under one (1) of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

The Superintendent, Treasurer, Business Manager, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

The Board will approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

"High-Quality Student Data" – means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

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

"**Evaluation Cycle"** - means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

"Evaluation Framework" - means the document created and approved by the Ohio Department of Education (ODE) in accordance with R.C. 3319.111(A) that establishes the standards-based framework for the evaluation of teachers developed under R.C. 3319.112.

"Evaluation Instruments" - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric".

"Evaluation Procedure" - refers to the procedural requirements set forth in this that policy are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in an evaluation rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

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

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

The Board will not evaluate a teacher who is on a Board-approved leave from the School District for more than fifty percent (50%) of the school year.

The Board will not evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan as follows:

A. A teacher whose final holistic rating is "accomplished" on the teacher's most recent evaluation will develop a self-directed professional growth plan and may choose the teacher's credentialed evaluator for the next evaluation cycle from those available to the Board for that purpose, utilizing the components determined by the District.

B. A teacher whose final holistic rating is "skilled" will jointly-develop a professional growth plan with the teacher's credentialed evaluator and will have input on the teacher's evaluator for the next evaluation cycle, utilizing the components determined by the District.

C. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by the teacher's assigned credentialed evaluator, utilizing the components determined by the District.

D. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan developed by the teacher's assigned evaluator, utilizing the components determined by the District.

E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with the teacher's credentialed evaluator, utilizing the components determined by the District.

Board Professional Development Plan

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

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession:*

A. understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels;

B. knowing and understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of student learning and achievement for all students;

F. collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and

G. assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

Formal Observation and Classroom Walkthrough Sequence

A. A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year. The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator. The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with the teacher's evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by the teacher's evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with the teacher's evaluator. Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

B. A teacher new to the District or any teacher on a limited contract who is under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

A teacher who has been granted a continuing contract by the Board and who receives a rating of "Accomplished" on the teacher's most recent evaluation shall be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal or informal observation and post-conference in any year that such teacher is not formally evaluated.

The Board will evaluate each teacher who has been granted a continuing contract by the Board and who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation and observations of the teacher. Teachers will be provided with at least one (1) informal observation and post-conference in any year that such teacher is not formally evaluated.

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

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

Each teacher evaluated under this policy shall annually complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool and a Professional Growth Plan.

Formal Observation Procedure

A. Each of the first two (2) formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

B. A post-observation conference shall be held after each formal observation.

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.

Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced.

A walkthrough shall consist of at least five (5) consecutive minutes, but not more than fifteen (15) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will inform the final evaluation.

Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face-to-face meeting to discuss observations relative to the identified focus of the walkthrough.

Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

Use of High-Quality Student Data

At least two measures of high-quality student data will be used as evidence of student learning. The teacher will select student data that will be used in consultation with the evaluator, and will provide evidence that demonstrates the teacher has used the data in accordance with this policy. The evaluator may use the data as evidence to determine a performance rating in any component of the evaluation where applicable.

When applicable to the grade level or subject area(s) taught by a teacher, high-quality student data will include the value-added progress dimension. High-quality student data will meet the following criteria:

A. aligns to learning standards;

B. measures what is intended to be measured;

C. is directly attributable to the teacher being evaluated for course(s) and grade level(s) taught;

D. demonstrates evidence of student learning; (achievement and/or growth);

E. follows protocols for administration and scoring;

F. provides trustworthy results; and

G. is fair and unbiased.

Teachers must provide evidence to their evaluator which demonstrates that they have used high-quality student data in the following ways:

A. critically analyze and reflect upon results to support improvement and enhancement of student learning;

B. assess student learning needs and styles, including the strengths and weaknesses of an entire class as well as individual students in each class;

C. inform and adapt instruction to meet student needs; and

D. measure student learning achievement and growth, as well as progress toward achieving state and local standards.

In addition to value-added data, the superintendent may select high-quality data from among state-approved vendor assessments or other locally determined measures or instruments that meet the definition and criteria outlined above.

Annually, the Superintendent shall develop a list of approved high-quality student data in consultation with experts in the field of education and with the District's evaluation committee.

For the purpose of selecting high-quality student data, the Board defines the term "expert" to include members of the District's administrative team, credentialed evaluators, members of the Joint Committee for Evaluation and HQSD, as well as employees or consultants hired by the educational service center, or another private or public entity to provide expertise on student growth and learning.

Final Evaluation Procedures

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

Definitions:

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

"Promotion" - as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

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

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

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Twinsburg Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Twinsburg Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of

continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to non-renew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222, 3319.223, 3319.226, 3319.26, 3333.0411

A.C. 3301-35-03(A)

Sub. 216 (2018), H.B. 362

H.B. 64 (2015)

APPENDIX D-2

3223 - STANDARDS-BASED SCHOOL COUNSELOR EVALUATION

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

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

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

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Twinsburg Education Association, and in all extensions and renewals thereof.

The Board authorizes the Superintendent to establish and maintain an ongoing OTES Committee, with continuing participation by District counselors for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

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

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

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

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

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

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

"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6) areas

identified by the standards and the ability to produce positive outcomes using student metrics selected by the Board. School counselors will receive a score in each of the six standards and the student metrics, which shall be weighted equally (1/7 of the final summative score).

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

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

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

"Evaluation Rating" – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of student metrics. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings: Accomplished, Skilled, Developing, or Ineffective.

"High Performing School Counselor" – is a school counselor who earns a summative rating of "Accomplished" or "Skilled" on the counselor's most recent evaluations.

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

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

Standards-Based School Counselor Evaluation

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

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

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

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

Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for School Counselors*:

A. Comprehensive School Counseling Program Plan;

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

C. Evaluation and Data;

D. Leadership and Advocacy; and

E. Professional Responsibility, Knowledge and Growth.

Formal and Informal Observations

A. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year by a single evaluator, unless the counselor's evaluator is on leave of absence. The first observation will be completed no later than December 21st. Documentation of the observation will be provided to the counselor in a timely manner.

Counselors on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations in addition to periodic informal observations during the school year by not more than two (2) evaluators. The first evaluation must be completed no later than November 1. The second evaluation must be completed no later than February 15. Documentation of the observation will be provided to the counselor in a timely manner. For counselors who travel between buildings, a single administrator shall be identified to evaluate the counselor. Ordinarily it will be a building administrator in the building where the counselor spends the majority of the counselor's time; however, the Superintendent shall have the authority to make the final decision concerning who the evaluator will be in order to equitably distribute evaluation responsibilities among credentialed evaluators.

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

1. A school counselor who has been granted a continuing contract by the Board and received a final summative rating of "Accomplished" on the counselor's most recent evaluation shall be evaluated every three (3) years. During school year(s) when the counselor is not being formally evaluated the counselor must still: (1) develop a professional growth plan; (2) be observed by a credentialed evaluator; and (3) participate in a post-observation conference with the credentialed evaluator. Additionally, the counselor must have a rating for the student metrics calculated and it must remain average or higher to continue the less frequent evaluation cycle.

2. A counselor who has been granted a continuing contract by the Board and who is rated "Skilled" on the counselor's most recent evaluation

shall be evaluated every two (2) years. During the school year when the counselor is not formally evaluated, the counselor must still: (1) develop a professional growth plan; (2) be observed by a credentialed evaluator; and (3) participate in a post-observation conference with the credentialed evaluator. Additionally, the counselor must have a rating for the student metrics calculated and it must remain average or higher to continue the less frequent evaluation cycle.

3. A counselor who is on a limited multi-year contract and received a final summative rating of either "Accomplished" or "Skilled" on the counselor's most recent evaluation shall be evaluated every two (2) years. During the school year when the counselor is not formally evaluated, the counselor must still: (1) develop a professional growth plan; (2) be observed by a credentialed evaluator; and (3) participate in a post-observation conference with the credentialed evaluator. Additionally, the counselor must have a rating for the student metrics calculated and it must remain average or higher to continue the less frequent evaluation cycle.

Evaluations will be completed by May 1st and each school counselor will be provided a written report of the results of the evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st. Formal evaluations shall not occur during the first two (2) weeks of school. Informal observations and pre-conference meetings shall not occur during the first week of school. Observation timelines may be changed due to illness or leave of the counselor or evaluator such that the deadlines will be extended by the number of days the individual is absent. The May deadlines may not be extended.

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

Formal Observation Procedure

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

a. Each of the first two (2) observations shall be preceded by a conference not more than five (5) school days prior to the observation between the evaluator and the employee in order for the employee to explain plans and objectives for the classroom situation to be observed. If a third observation is going to occur, it may be unannounced. Any additional observations will be announced. If an evaluator plans to conduct more than two (2) observations for a counselor who is not up for renewal/nonrenewal, the evaluator will notify the counselor following the second observation.

b. A post-observation conference shall be held within ten (10) school days after each formal observation. Within five (5) days of the completion of the post-observation conference, the evaluator will provide the counselor with a completed observation rubric.

c. Counselors are responsible for completing their portion of OhioES in a timely manner (i.e., within four (4) school days of receiving electronic notice from the program). Extensions may be approved at the discretion of the credentialed evaluator.

Informal Observation Procedure

Informal observations shall occur a minimum of twice a quarter for the first three (3) quarters of the school year for each counselor being evaluated. Informal observations may occur during the fourth quarter, at the discretion of the credentialed evaluator(s).

The informal observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality and shall not disrupt the learning environment. Informal observations will not last less than five (5) minutes nor typically more than fifteen (15) minutes.

An informal observation is a formative assessment process that focuses on one (1) or more of the components included in the State-adopted standards. Data gathered during the informal observation will be shared electronically with the counselor. A completed form must be shared with the employee within two (2) school days.

Assessment of Student Metrics

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

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

Final Evaluation Procedures

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

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

Professional Growth Plans and Professional Improvement Plans

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

A. Counselors whose final summative rating is "Accomplished" shall develop a self-directed professional growth plan and may choose their credentialed evaluator for the next evaluation cycle from those available in their specific building, provided the evaluators in the specific building have a balanced evaluation schedule (if not, the counselors will select based upon seniority).

B. Counselors whose final summative rating is "Skilled" shall jointly-develop a professional growth plan with the counselor's credentialed evaluator and will have input on the counselor's evaluator(s) for the next evaluation cycle.

C. Counselors whose final summative rating is "Developing" shall develop a professional growth plan that is guided by the counselor's credentialed evaluator. The Superintendent will assign the evaluator(s) for the next evaluation cycle.

D. Counselors whose final summative rating is “Ineffective” will be placed on a professional improvement plan developed by their credentialed evaluator(s). The Superintendent will assign the evaluator(s) for the subsequent evaluation cycle and approve the professional improvement plan.

E. A counselor who receives a rating of “Ineffective” on the counselor’s metric of student outcomes or observation performance portion of the cumulative evaluation may choose by May 1 to develop a professional improvement plan. A counselor who elects to develop a professional improvement plan will have input on the counselor’s evaluator(s) for the next evaluation cycle.

F. Counselors on resident educator licenses who have a mentor counselor assigned may request the mentor participate in the development of an Improvement Plan; however, the mentor shall not have a formal evaluative role.

Board Professional Development Plan

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

Retention and Promotion Decisions/Removal of Poorly Performing School Counselors

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

Definitions:

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

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

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

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

Removal of Poorly Performing School Counselors

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

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

R.C. 3319.02,3319.11,3319.113,R.C. 3319.16

A.C. 3301-24-05

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APPENDIX E

Twinsburg Education Association

SICK LEAVE TRANSFER NOTICE

_____, an employee of _____ years, who works at
(Name) (number)

_____ building is about to exhaust the employee's accumulated sick leave and has requested the transfer of sick leave from any employee willing to transfer one or more days. It is estimated that _____ days will be needed.

Any employee wishing to transfer accumulated sick leave should complete the form below and return it to the District Treasurer. A donor employee may not transfer more than five (5) sick leave days per year and is prohibited from depleting the donor employee's own sick leave accumulation below thirty (30) days.

. . . . . .

SICK LEAVE TRANSFER AUTHORIZATION

I, _____, authorize the transfer of _____ days of my accumulated sick leave to _____.

_____
Employee Signature

_____
Date

APPENDIX F

MEMORANDUM OF UNDERSTANDING BETWEEN THE TWINSBURG EDUCATION ASSOCIATION AND THE TWINSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION (IN CONJUNCTION WITH THE 2024 SUCCESSOR AGREEMENT)

The Twinsburg City School District Board of Education (the "Board") and the Twinsburg Education Association (the "Association") hereby enter into this Memorandum of Understanding ("MOU"). The terms and conditions of this MOU are as follows:

A. The Board is creating the supplemental position of Field Experience Coordinator.

B. Annually, the Board will employ one or more Field Experience Coordinators based upon the number of students who apply for an Honors Diploma that requires the student to complete a field experience and a comprehensive portfolio (e.g., International Baccalaureate Honors Diploma, Career Tech Honors Diploma, STEM Honors Diploma, Arts Honors Diploma (Includes dance, drama/theatre, music, and visual art), and Social Science & Civic Engagement Honors Diploma).

C. Field Experience Coordinators will:

1. Assist a student as the student completes the student's field experience and prepares a comprehensive portfolio.

2. Periodically (i.e., at least quarterly) observe and evaluate the student as the student is engaging in the field experience.

3. Facilitate the evaluation of the student's comprehensive portfolio.

4. Attend the student's presentation of the student's comprehensive portfolio.

D. The Director of Curriculum may authorize release time for a teacher, if needed in order to fulfill the teacher's responsibilities as a Field Experience Coordinator.

E. Each Field Experience Coordinator may work with a maximum of two (2) students.

F. Teachers who are willing to serve in the capacity of Field Experience Coordinator must submit a letter of interest to the Director of Curriculum by September 1, annually. Students will select their Field Experience Coordinators from the list of teachers who have expressed a willingness to serve as a Field Experience Coordinator.

G. Field Experience Coordinators will be paid up to fifteen (15) hours per student at the Teacher Stipend Rate. The payments will be made twice a year on the same schedule that applies to other supplemental positions. The Coordinators must submit their record of hours worked to Director of Curriculum at least three (3) weeks before the scheduled pay.

APPENDIX G

MEMORANDUM OF UNDERSTANDING BETWEEN THE TWINSBURG EDUCATION ASSOCIATION AND THE TWINSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION (IN CONJUNCTION WITH THE 2024 SUCCESSOR AGREEMENT)

COLLEGE CREDIT PLUS

The Twinsburg City School District Board of Education (the "Board") and the Twinsburg Education Association (the "Association") hereby enter into this Memorandum of Understanding ("MOU"), which shall automatically terminate on August 31, 2027. The terms and conditions of this MOU are as follows:

A. Overview of Program

1. College Credit Plus ("CCP") allows students to earn college credits while in high school.

2. The District offers a program in conjunction with Institute of Higher Education ("IHE") that affords students an opportunity to enroll in courses at IHE and receive dual credit for high school requirements and for college credit. The credits may be used by the student either at IHE or may be transferred to the student's college or university of choice after high school graduation.

B. The Board offers three different models of CCP courses:

1. The CCP course is taught on IHE campus by IHE faculty. No bargaining unit member is involved.

2. The CCP course is hosted online by IHE. No bargaining unit member is involved.

3. The CCP course is taught at Twinsburg High School by an IHE-approved bargaining unit member with appropriate credentials (i.e., a Master's degree in the discipline). The bargaining unit member shall be considered a lead instructor.

4. No bargaining unit member shall be required to participate in CCP.

C. **Compensation**: Bargaining unit members serving as lead instructors in a CCP class shall receive, in addition to their normal teaching salary, a stipend of $500 per course.

D. **Professional Development**: Bargaining unit members involved in a CCP course must participate in Board-offered professional development that is required by IHE and may be required to serve as an adjunct professor for IHE. The bargaining unit member shall be given release time to attend the required professional development. If the required professional development occurs outside the bargaining unit member's regular

workday, the bargaining unit member shall be paid at the Teacher Stipend Rate for the time spent at the training.

E. Bargaining unit members who are interested in being considered to teach a CCP course should annually notify the High School Principal by March 1. The Superintendent will recommend bargaining unit members to the IHE and the Board to teach CCP courses.

F. IHE faculty are not bargaining unit members and will not be entitled to compensation pursuant to this Agreement; the Board of Education will enter into a contract with the IHE to address the fee it shall pay to the IHE for purposes of having its faculty participate in this program.

G. Bargaining unit members shall serve as the official teacher of record for every CCP course for purposes of a student earning Twinsburg High School credit.

MEDICAL MUTUAL

Stark County Schools Council of Governments

Health Care Consortium | Schedule of Benefits

MEDICAL BENEFITS	NETWORK PROVIDER	NON-NETWORK PROVIDER
PLAN PROVISIONS		
Annual Deductible	$300/person* $600/family*	$800/person** $1,200/family**
Coinsurance Out-of-Pocket Limit (Excluding Deductible)	$900/person* $1,800/family*	$1,800/person** $3,600/family**
Maximum Out-of-Pocket Limit (Sum of Deductible and Coinsurance)	$1,200/person* $2,400/family*	$2,400/person** $4,800/family**
Non-Emergency Care Out-of- Pocket Limit	$7,900/person*** $15,800/family***	$7,900/person*** $15,800/family***
Network Maximum Out-of-Pocket limit not to exceed the ACA maximum$9,100/$18,200		
CARE-IN-HOSPITAL		
Semi-Private Room	90%*	80%**
Surgery	90%*	80%**
Anesthesia	90%*	80%**
In-hospital (medical)	90%*	80%**
X-Ray and Radioactive Therapy	90%*	80%**
Respiratory Therapy	90%*	80%**
Acute Kidney Dialysis	90%*	80%**
Diagnostic Lab/X-Ray	90%*	80%**
Emergency Care of accident/acute life threatening illness (Emergency Room Facility)	90%*	90%**
Non -Emergency Care (Emergency Room Facility)	$250 copayment, then 90%***	$250 copayment, then 80% UCR***
Surgical Assistance	90%*	80%**
Pre-Admission Testing	90%*	80%**
AS AN OUTPATIENT		
Lab/X-Ray/Diagnostic Services	90%*	80%**
Same Day Surgery	90%*	80%**
Speech/Occupational Therapy (illness/injury related)	90%*	80%**
Physical/Rehabilitative Therapy (illness/injury related)	90%*	80%**
Respiratory Therapy	90%*	80%**
Rehabilitation Services	90%*	80%**
Maternity Care	90%*	80%**
MENTAL HEALTH/ALCOHOL/SUBSTANCE ABUSE		
Inpatient Care Based on corresponding medical benefits	90%*	80%**
Outpatient Care Based on corresponding medical benefits	90%*	80%**
OTHER SERVICES		
Home Health Care (Plan Approval Required)	90%*	80%**
Hospice Care (Plan Approval Required)	90%*	80%**
Skilled Nursing (Plan Approval Required)	90%*	80%**
Durable Medical	90%*	80%**
Ambulance	80%* (after network deductible)	
Allergy Extracts	80%* (after network deductible)	

PRESCRIPTION DRUG PROGRAM	
Mandatory Generic. Mandatory Mail Order for maintenance drugs. Specialty medications which are eligible through PrudentRX Solution will have no cost share to the member. 30% coinsurance will apply if member does not participate in PrudentRX Solution for eligible specialty medications. Review the Prudent RX Program Drug List: www.caremark.com	Generic Drugs - 80% Preferred Brand Drugs - 80% Non-Preferred Brand Drugs - 70% Specialty Drugs - 80%

MEDICAL BENEFITS	NETWORK PROVIDER	NON-NETWORK PROVIDER
PREVENTATIVE CARE		
Eligible preventive services have been determined by recommendations and comprehensive guidelines of governmental scientific committees and organizations. For further details, refer to your benefit book or call your plan at the phone number shown on your ID card.		
Routine Physical Exam (one per calendar year)	100%	80%**
Prostate Screening (one per calendar year)	100%	80%**
Adult Immunizations	100%	80%**
Routine GYN Exam (one per calendar year)	100%	80%***
Routine Mammography (one per calendar year)	100%	80%**
Pap Test (one per calendar year)	100%	80%**
Well Child Care (including immunizations-up to 21 years of age)	100%	80%**
Colon Cancer Screening (beginning at 45 years of age)	100%	80%**
PHYSICIAN'S OFFICE		
Allergy Testing/Injections	90%*	80%**
Visits for Illness	90%*	80%**
Emergency Care	90%*	80%**
Minor Surgery	90%*	80%**
Diagnostic Testing	90%*	80%**
Speech/Occupational Therapy (illness/injury related)	90%*	80%**
Physical/Rehabilitative Therapy (illness/injury related)	90%*	80%**
Respiratory Therapy	90%*	80%**
AFFILIATES		
Chiropractors	90%*	80%**
Podiatrists	90%*	80%**

PRE-CERTIFICATION IS REQUIRED FOR ALL INPATIENT ADMISSIONS.

* An annual deductible of $300 per person/$600 per family is applied first before any benefits are paid to Network Providers. Coinsurance is subject to an annual maximum of $900 per person/$1,800 per family. Once you have satisfied the deductible and coinsurance out-of-pocket limit, the Plan begins to pay covered medical services at 100% except for penalties, which are not included in the 100% reimbursement provision.

** An annual deductible of $800 per person/$1,200 per family is applied first before any benefits are paid to Non-Network Providers. Benefit payments for Non-Network Provider services are based on an Allowed Amount. Coinsurance is subject to an annual maximum of $1,800 per person/$3,600 per family. Once you have satisfied the deductible and coinsurance out-of-pocket limit, the Plan begins to pay covered medical services at 100% of the Allowed Amount, except for penalties, which are not included in the 100% reimbursement provision.

*** A Copayment of $250 is applied first before benefits are paid for the Non-Emergent use of the emergency room, to Network or Non-Network Providers. Benefits for Non-Network Provider services are based on an Allowed Amount. The Copayment and Coinsurance is subject to an annual maximum of $9,100 per person/$18,200 per family. Once you have satisfied the annual Maximum Out-of-Pocket, the Plan begins to pay covered medical services at 100% of the Allowed Amount, except for penalties, which are not included in the 100% reimbursement provision.

The age limit for an eligible dependent child is the end of month which the child attains age 26. See Dental and Vision plan summaries for details.

2024 COC

Preventive Care Services

Preventive care is one of the most important steps you can take to manage your health. Routine preventive care can identify and address risk factors before they lead to illness. When you prevent illness, it helps reduce your healthcare costs. You should work with your doctors to help you follow these guidelines and address your specific health concerns.

Child Preventive Care (Birth to Age 21)

- Behavioral counseling to prevent skin cancer
- Behavioral counseling to promote a healthy diet
- Blood pressure screening
- Cholesterol and lipid level screening
- Dental cavities prevention including application of fluoride varnish to all primary teeth
- Depression screening
- Development and psycho-social behavioral assessments
- Hearing screening for newborns
- Hepatitis B screening if at high risk for infections
- Lead exposure screening
- Newborn gonorrhea prophylaxis
- Newborn screenings, including sickle cell anemia
- Preventive Physical Exams
- Screening and behavioral counseling related to tobacco and drug use
- Screening and counseling for obesity
- Screening and counseling for sexually transmitted infections
- Screenings for heritable diseases in newborns
- Tuberculosis screening
- Vision exam

Child Immunizations

- Diphtheria, Tetanus, Pertussis
- Haemophilus influenza type B
- Hepatitis A and Hepatitis B
- Human Papillomavirus
- Influenza (flu shot)
- Measles, Mumps, Rubella
- Meningococcal
- Pneumococcal (pneumonia)
- Polio
- Respiratory Syncytial Virus (RSV)
- Rotavirus
- Varicella (chicken pox)

Adult Preventive Care (Age 21 and older)

- Preventive Physical Exams
- Abdominal aortic aneurysm screening
- Blood pressure screening
- Cholesterol and lipid level screening
- Colorectal cancer screening including fecal occult blood test, flexible sigmoidoscopy or colonoscopy
- Depression screening
- Diabetes screening
- Hepatitis B screening if at high risk for infections
- Hepatitis C screening if at high risk (or one-time screening for adults born 1945 to 1965)
- HIV screening
- Screening and counseling for sexually transmitted infections
- Screening for lung cancer
- Tuberculosis Screening

Counseling and Education Interventions

- Behavioral counseling to prevent skin cancer
- Behavioral counseling to promote a healthy diet
- Counseling related to aspirin use for prevention of cardiovascular disease
- Prevention of falls in older adults
- Screening and behavioral counseling to reduce alcohol abuse
- Screening and behavioral counseling related to tobacco use
- Screening and nutritional counseling for obesity

Adult Immunizations

- Coronavirus Disease 2019 (COVID-19)
- Diphtheria, Tetanus, Pertussis
- Hepatitis A and Hepatitis B
- Herpes Zoster (shingles)
- Human Papillomavirus
- Influenza (flu shot)
- Measles, Mumps, Rubella
- Meningococcal
- Pneumococcal (pneumonia)
- Polio
- Respiratory Syncytial Virus (RSV)
- Tetanus, Diphtheria, Pertussis

Women's Services

- Breast and ovarian cancer susceptibility screening counseling and testing (including BRCA testing)
- Breast cancer screening (mammogram, including 3D)
- Breast feeding counseling and rental of breast pumps and supplies up to the purchase price
- Bone density test to screen for osteoporosis
- Cervical cancer screening (Pap test)
- Chlamydia screening
- Discussion of chemoprevention with women at high risk for breast cancer
- FDA-approved contraception methods and counseling for women, including sterilization
- HPV DNA testing
- Lactation classes
- Pregnancy screenings (including hepatitis, asymptomatic bacteriuria, Rh incompatibility, syphilis, gonorrhea, Chlamydia, iron deficiency anemia, alcohol misuse, tobacco use, HIV, gestational diabetes)
- Prenatal services
- Primary care intervention to promote breastfeeding
- Screening and counseling for interpersonal and domestic violence
- Well woman visits

Prescription Drugs

- Aspirin
- Colonoscopy preparations
- Contraceptives
- Fluoride (to age 6)
- Folic acid
- HIV pre-exposure PrEP
- Medication to reduce the risk of primary breast cancer in women
- Tobacco cessation aids

The screenings and immunizations listed in this summary include services required by healthcare reform (the Patient Protection and Affordable Care Act). For plan years beginning on or after September 23, 2010, non-grandfathered health plans must cover these routine immunizations and other services that are recommended by the United States Preventive Services Task Force A or B, and by other organizations such as Bright Future, endorsed by the American Academy of Pediatrics. Please note: Some services and products may be subject to age, gender or other restrictions and are subject to change. Refer to USPreventiveServicesTaskForce.org or Healthcare.org for details. In addition, some prescription drugs or services may be subject to medical management techniques, such as prior authorization, quantity limits, etc.

If these services are performed by a network provider, members cannot be charged a coinsurance or deductible. Out-of-network charges may apply if the services are performed by a non-network provider.

APPENDIX H-2

SUMMARY OF DENTAL COVERAGE



Stark County Schools Council of Governments
Traditional Dental Benefit Summary
With Orthodontia

General Information		
Dependent Age	26	
Dependent Removal	End of Month	
Claims Filing Limit	12 months	
How Claims are Paid		
Benefit Period	January 1st through December 31st	
Benefit Period Deductible - Single	$25	
Benefit Period Deductible - Family	$75	
Preventive and Diagnostic Services Coinsurance	100%	
Basic Services Coinsurance	80%	
Major Services Coinsurance	80%	
Overall Benefit Period Maximum	$3,000	
Orthodontic Services Coinsurance	60%	
Orthodontic Lifetime Maximum	$2,000 per eligible member	
Preventive/Diagnostic Services	**Frequency/Limits**	**Benefit**
BiteWing X-rays	2 sets per benefit period	100%
Emergency Palliative Treatment Services	Includes emergency exams and pain treatment, incision and drainage of abscess and excision of pericoronal gingiva	100% (Emergency Exam and Palliative Treatment; 80% after deductible for all other services.)
Exams/Evaluations	2 per benefit period	100%
Fluoride Treatments	2 per benefit period	100%
Prophylaxis (cleaning)	2 per benefit period	100%
Non-Preventive Exams/Evaluations		100%
Diagnostic X-rays	Full Mouth/Panorex are limited to 1 every rolling 36 months	100%
Space Maintainers		100%
Basic Services	**Frequency/Limits**	**Benefit**
Consultation/Professional Visits		80% after deductible
Minor Restorations		80% after deductible
Endodontics		80% after deductible
Periodontal Services		80% after deductible
Relines/Rebase of Dentures - Complete Dentures; Partial Dentures	1 every rolling 36 months; but not within 6 months of placement of a denture	80% after deductible
Repairs – Crowns; Fixed Partial Dentures; Partial and Complete Dentures		80% after deductible
Extractions		80% after deductible
Impactions		80% after deductible
Oral Surgery		80% after deductible
Anesthesia		80% after deductible
Major Services	**Frequency/Limits**	**Benefit**
Gold Foil Restorations	1 per tooth every 5 years	80% after deductible
Inlay/Onlays	1 per tooth every 5 years	80% after deductible
Crowns	1 per tooth every 5 years	80% after deductible
Major Restorative		80% after deductible

Fixed Partial Dentures	1 per tooth every 5 years	80% after deductible
Dentures	1 every 5 years	80% after deductible
Orthodontic Services	**Frequency/Limits**	**Benefit**
Orthodontic Services	Available for all members	60% up to $2,000 maximum

Superior Dental Care Network Option

As a Stark County Schools Council of Governments member, you have the freedom to choose any dentist and receive these benefits. You have the *option* to receive covered dental services from a dentist who participates in the Superior Dental Care Network. Choosing to receive covered dental services from **a Superior Dental Care network provider protects you from balance bills** (the difference between the amount paid by Medical Mutual and providers billed amount). Superior Dental Care providers agree to accept Medical Mutual's payment and not bill Stark County School's members for the balance.

About Superior Dental Care

- All dentists go through an advanced credentialing process.
- No referral is needed. You will not be limited on referrals and your dentist will work directly with you on your treatment plans.
- Superior Dental Care is hassle free. Change dentists at any time without paperwork or waiting period, and each family member can choose their own dentist.

To view the participating dentists and specialists in your area, visit: MedMutual.com/SDCnetwork

APPENDIX H-3

SUMMARY OF VISION COVERAGE



Stark County Schools Council of Governments
Traditional Vision Benefit Summary

General Information	
Dependent Age	26
Dependent Removal	End of Month
Claims Filing Limit	12 months
How Claims are Paid	
Vision Examinations Frequency Limit	1 every rolling 12 months
Vision Examinations	Covered at 100% for either spectacle or contact lens examination
Lenses-Prescription	
Lenses Frequency Limit	1 pair every rolling 12 months
Single Vision	$75 allowance per pair
Bifocal	$100 allowance per pair
Trifocal	$125 allowance per pair
Lenticular	$200 allowance per pair
Lenses-Contacts	
Contacts are provided in lieu of	Lenses and Frames
Cosmetic Lenses	$150 allowance every rolling 12 months
Medically Necessary Lenses	$400 allowance every rolling 12 months
Frames	
Frames Frequency Limit	1 every rolling 24 months
Frames	$170 allowance

Notes

Progressive Lenses - In order to receive reimbursement for Progressive lenses the provider must bill for a Bifocal or Trifocal lens.
Medically Necessary Contact Lenses - The allowance for medically necessary contact lenses will be paid only if: (a) the lenses are necessary following cataract surgery; (b) visual acuity cannot be correct to 20/70 in either eye with other lenses, but can be correct to at least 20/70 in either eye with contact lenses; or (c) the lenses are necessary for the treatment of anisometropia for keratoconus.

APPENDIX I

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TWINSBURG EDUCATION ASSOCIATION
AND THE
TWINSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION
(IN CONJUNCTION WITH THE 2024 SUCCESSOR AGREEMENT)

FAIR SHARE FEE

The Twinsburg City School District Board of Education (the "Board") and the Twinsburg Education Association (the "Association") hereby enter into this Memorandum of Understanding ("MOU") to provisionally address the topic of Fair Share Fee in light of a 2018 court decision. The Parties agree to address this topic during their bargaining in 2027.

The terms and conditions of this MOU are as follows:

On June 27, 2018, the United States Supreme Court issued its decision in *Janus v. AFSCME, Council 31*, 585 U.S. _____ (2018). As a result of this decision, Article 16 – Fair Share Fee is null and void, and the Board is prohibited from deducting a fair share fee through payroll for bargaining unit members who elect not to become or remain members of the Association. The Parties agree to preserve the content of Article 16 in this MOU until they bargain the topic in 2027. If *Janus* is overruled during the life of this Agreement, the Parties agree that Article 16 shall be reinstated to the extent permitted by law.

ARTICLE 16. FAIR SHARE FEE

The following shall apply to any bargaining unit members hired after the 1994-1995 school year:

A. PAYROLL DEDUCTION OF FAIR SHARE FEE

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

B. NOTIFICATION OF FAIR SHARE FEE AMOUNT

Notice of the amount of the annual Fair Share Fee shall be transmitted by the Association to the Board Treasurer on or about October 15 of each year during the term of this Agreement for the purpose of determining amounts to be payroll deducted; and the Board agrees to promptly transmit all amounts deducted to the Association.

C. SCHEDULE OF FAIR SHARE FEE DEDUCTION

1. All Fair Share Fee Payors

Payroll deduction of such annual Fair Share Fees shall commence on the first pay date that occurs on or after January 15, annually. In the case of bargaining unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

a. Sixty (60) days employment in a bargaining unit position; or
b. January 15.

2. Termination of Membership During Membership Year

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

D. TRANSMITTAL OF DEDUCTIONS

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

E. PROCEDURE FOR REBATE

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

F. ENTITLEMENT TO REBATE

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

G. INDEMNIFICATION OF EMPLOYER

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

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a nonmember for which indemnification may be claimed;

2. The Board agrees to:

   a. give full cooperation and assistance to the Association and its counsel at all levels of the proceeding;

   b . permit the Association or its affiliates to intervene as a party if it so desires; and/ or

   c. not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

3. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement.

APPENDIX J

Twinsburg City School District
Salary Upgrade Request

If you are eligible for a salary upgrade due to course completion, please fill in the form below and return to the Human Resources' Office no later than October 1st. Any upgrade information received after that date will be held until the following year.

All original transcripts required for verification of this upgrade also must be received by the Human Resource' Office no later than October 1st. All transcripts must be mailed directly from the college or university to the Human Resources' Office, 11136 Ravenna Road, Twinsburg, Ohio 44087.

Date _____

Name_____

Building_____

Current Education Level
□ BA
□ BA +16
□ BA+ 24
□ MA
□ MA + 8
□ MA + 16

New Education Level
□ BA
□ BA +16
□ BA+ 24
□ MA
□ MA + 8
□ MA + 16
□ MA + 30

I certify that the above info is correct.

_____Date _____

Return signed form to the Human Resources' Office.

For Human Resources' Office only

Transcripts on file Yes No Date sent to Payroll Dept. _____ Initials _____

Date entered by Payroll Department _____ Initials _____

APPENDIX K

MEMORANDUM OF UNDERSTANDING BETWEEN THE TWINSBURG EDUCATION ASSOCIATION AND THE TWINSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION (IN CONJUNCTION WITH THE 2024 SUCCESSOR AGREEMENT)

The Twinsburg City School District Board of Education (the "Board") and the Twinsburg Education Association (the "Association") hereby enter into this Memorandum of Understanding ("MOU"). The terms and conditions of this MOU are as follows:

A. Pursuant to Article 1, Paragraph A, a casual substitute becomes a long-term substitute after serving in a single position for more than sixty (60) consecutive days.

B. On occasion a casual substitute might serve in a long-term substitute teaching assignment yet work fewer than sixty (60) consecutive days in that assignment before it ends but is then immediately assigned (without a break in service) to another long-term teaching assignment, which effectively restarts the sixty (60) day-clock such that the causal substitute may never qualify for the rights set forth in Article 1, Paragraph B, or may be delayed in securing such rights despite working in multiple "long-term substitute teaching assignments" that never result in the employee working sixty (60) consecutive days in a single position.

C. During the life of this Master Agreement, the Board seeks to recognize the above-described casual substitute for the employee's commitment to providing reliable and consistent service to students in the District while the students' regular teacher is on an extended leave of absence. As such, the Board agrees to treat a casual substitute who works for a minimum of forty-five (45) consecutive days in a single long-term substitute teaching assignment and then moves directly, upon conclusion of the first long-term substitute teaching assignment, to another long-term substitute teaching assignment as having had no interruption in services such that the employee will be considered to meet the qualifications set forth in Article 1, Paragraph B, for the employee to be treated as a long-term substitute entitled to the "rights of bargaining unit members for the remainder of the employee's long-term assignment" after having worked in two (or more) long-term substitute teaching assignments that cumulatively total more than sixty (60) consecutive days of work.

D. This MOU shall neither establish a precedent nor a past practice with respect to the implementation of the plain language of Article 1 pertaining to long-term substitutes having to work in a single position for more than sixty (60) consecutive days to be considered a long-term substitute entitled (temporarily) to the rights afforded to bargaining unit members. Further, this MOU shall sunset at the conclusion of this Master Agreement.

APPENDIX L

MEMORANDUM OF UNDERSTANDING BETWEEN THE TWINSBURG EDUCATION ASSOCIATION AND THE TWINSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION (IN CONJUNCTION WITH THE 2024 SUCCESSOR AGREEMENT)

The Twinsburg City School District Board of Education (the "Board") and the Twinsburg Education Association (the "Association") hereby enter into this Memorandum of Understanding ("MOU"). The terms and conditions of this MOU are as follows:

1. With respect to implementation of Article 12, Paragraph E, when filling a vacant teaching position at the Tiger Academy the Board shall post the vacant position and qualified persons (i.e., individuals with appropriate licensure) on the recall list may apply within ten (10) days of the posting. The position will be offered to the most senior qualified comparable person on the recall list who applies. If no bargaining unit member on the recall list applies for the position, the Board may hire another internal applicant or an external applicant in accordance with the terms of the Master Agreement.

2. Except as expressly outlined in the preceding paragraph. this MOU shall neither establish a precedent nor a past practice with respect to the implementation of the plain language of Article 12, Section E. Further, this MOU shall sunset at the conclusion of this Master Agreement.

APPENDIX M

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TWINSBURG EDUCATION ASSOCIATION AND THE TWINSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION (IN CONJUNCTION WITH THE 2024 SUCCESSOR AGREEMENT)

The Twinsburg City School District Board of Education (the "Board") and the Twinsburg Education Association (the "Association") hereby enter into this Memorandum of Understanding ("MOU"). The terms and conditions of this MOU are as follows:

1. With respect to Board-issued portable computing devices (e.g., laptops), in the event a laptop assigned to a teacher is in need of repair or replacement, the teacher is responsible for submitting an FMX ticket to have the device repaired or replaced.

2. If the damage to the laptop is due to the employee's gross negligence, recklessness or intentional misconduct, the employee will be responsible for the cost of the repair or replacement of the laptop. If there is a dispute concerning whether the employee is responsible for the cost of repair or replacement due to the employee's gross negligence, recklessness or misconduct, the employee, the Association, and the Administration will meet to resolve it. The nature of the damage will be documented in writing, including the cost of the repair/replacement. Said documentation shall be submitted to the teacher and the Board Treasurer shall deduct the cost from the employee's next four (4) paychecks if the cost is $400 or less, and eight (8) paychecks if the cost is more than $400.

3. Except as expressly outlined in the preceding paragraph. this MOU shall neither establish a precedent nor a past practice with respect to the procedures associated with the repair or replacement of a portable computing device, including the circumstances under which the cost of the repair/replacement will be charged to the employee. Further, this MOU shall sunset at the conclusion of this Master Agreement.

CERTIFICATE

(O.R.C. 5705.412)

IT IS HEREBY CERTIFIED that the Twinsburg City School District, Summit County, Ohio has sufficient funds to meet the contract, obligation, payment, or expenditure for the attached contract, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

BY: Julia Rozum-Ai

Treasurer

BY: Kathryn M Powers

Superintendent of Schools

BY: Lew Travis

President, Board of Education

DATED: July 17, 2024