

***THIS IS CURRENTLY A TENTATIVE AGREEMENT***

MASTER CONTRACT

between the

CIRCLEVILLE EDUCATION ASSOCIATION

and the

CIRCLEVILLE BOARD OF EDUCATION

Effective JULY 1, 2022– JUNE 30, 2024

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## ARTICLE I

### RECOGNITION CLAUSE

- A. The Circleville City School District Board of Education (the "Board") recognizes the Circleville Education Association, OEA/NEA-Local (the "Association"), as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 of the Ohio Revised Code, for all professional, certificated personnel, both full-time and regular part-time, whether actively employed or on leave of absence or on reduction in force suspension with recall rights, including by way of illustration classroom teachers, guidance counselors, nurses, librarians, media specialists, tutors and department heads. Specifically excluded from the bargaining unit: are the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Athletic Director, non-certificated employees, substitutes, school psychologists, and all confidential employees, management-level employees and supervisors. Employees in the bargaining unit shall be referred to generally as "teachers" in this Agreement unless otherwise provided. References to the "Board" and the Association include the parties to this Agreement and their authorized representatives. Any disputes over inclusion or exclusion of a new certificated position from the unit shall be made exclusively through Article IX of this Agreement (grievance and arbitration procedure).

## ARTICLE II

### NEGOTIATIONS PROCEDURE

- A. 1. Pursuant to Sections 4117.14(C)(1) and 4117.14(E) of the Ohio Revised Code, the parties have established the following negotiations and dispute resolution procedures. Nothing herein shall be construed as a waiver of the right provided in Section 4117.14(D)(2) of the Ohio Revised Code.
2. The scope of bargaining by and between the Board and the Association shall be related to matters of wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining Agreement.
3. "To bargain collectively" means to perform the mutual obligation of the Board, by its representatives and the representatives of the Association to negotiate in good faith at reasonable times and places with respect to wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement, with the intention of reaching an agreement, or to resolve questions arising under this Agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal, nor does it require the making of a concession.

### B. NEGOTIATIONS PROCEDURE

1. The collective bargaining representatives of each party shall consist of no more than seven (7) individuals. Each team shall have a spokesperson who shall conduct negotiations on behalf of the team unless the specific team's spokesperson requests that another member of the team speak on an issue. Each team may have up to two (2) observers present at bargaining sessions, who do not have to be the same people each time.
2. In keeping with Section 4117.14 of the Ohio Revised Code, either party desiring to terminate, modify, or negotiate a successor collective bargaining Agreement shall serve written notice upon the other party of the proposed termination, modification, or successor Agreement. The initiating party must serve the notice not less than sixty (60) calendar days nor more than ninety-six (96) calendar days prior to the expiration of the existing Agreement.
3. The initiating party will offer to bargain collectively with the other party for the purpose of modifying or terminating the existing Agreement, or negotiating a successor Agreement, and will notify the State Employment Relations Board (SERB) of the offer by serving upon SERB a copy of the written notice to the other party and a copy of the existing collective bargaining Agreement.
4. Within fifteen (15) calendar days of the request, the parties shall meet and submit full proposals in writing for consideration. The bargaining agenda will be set at this initial meeting and no additional items may be added to future meetings without mutual consent.

5. All the terms and conditions of the existing collective bargaining Agreement shall continue in full force and effect, without resort to strike or lock-out until the expiration date of said Agreement, or the expiration of any mutually agreed upon extension.
6. Those Articles in an existing collective bargaining Agreement which are not proposed to be modified or terminated by either party shall become a part of any successor collective bargaining Agreement.

### C. NEGOTIATIONS PROCESS

1. All negotiating meetings shall be closed to the public.
2. The Board shall furnish to the Association, upon reasonable request, existing information which would assist the Association in making proposals for negotiations including, but not limited to, information about operating levies, enrollment, budgets, and other financial data of the school district. The Association shall furnish to the Board's negotiating representatives existing information that would assist the Board in analyzing Association proposals. After the initial negotiations session, all requests for information should be coordinated through the respective spokespersons.
3. Upon the request of either negotiations team, a caucus shall be granted for up to thirty (30) minutes unless there is mutual agreement to extend the time.
4. Statements to the media may be issued, as needed, by either party. A written copy of any media release shall be furnished to the other party before the release.
5. As negotiation items receive tentative agreement they shall be reduced to writing and initialed by the spokesperson of each party.
6. When agreement is reached on all issues proposed, the Master Contract shall be reduced to writing and submitted to the Association membership for approval. If approved, the Master Contract shall be submitted to the Board for approval at the next regular or special meeting of the Board. When approved by the Association and the Board, the Master Contract shall become a binding Collective Bargaining Agreement between the Association and the Board and shall supersede any Board policy, rule, or regulation, or state statute or regulation that may conflict with any term or condition of the Master Contract, as provided in O.R.C. 4117(A).

### D. INABILITY TO REACH AGREEMENT

1. If the parties are unable to agree on a successor agreement by June 1 of the year in which this Agreement expires, either party may any time thereafter request in writing the appointment of a mediator. The parties shall attempt for three (3) business days from the receipt of the written request to agree on a mediator. If they are unable to agree on a mediator within those three (3) business days, the parties shall sign a joint request for selection of a mediator through the Federal Mediation and Conciliation Service (FMCS).
2. The mediator will meet with the parties in an attempt to resolve the remaining issues. He/she shall hold such further meetings as, in his/her judgment, may be necessary to resolve the issues, but may not hold more than a total of three (3) meetings with the parties without the written consent of both. The mediator will confine himself/herself to

the process of mediation and shall not engage in fact-finding or other form of interest arbitration without the express written consent of both parties.

3. In the event agreement is not reached by the expiration date of the Agreement, the Agreement may be extended only by mutual consent of both parties. Whenever, in the judgment of either party, it appears that no more progress can be accomplished by the expiration date of the Agreement or any mutually agreed to extensions, then the Association may initiate the provisions of Section 4117.14(D)(2) of the Ohio Revised Code.
4. This procedure of Article II (D) is the parties mutually agreed alternative Dispute Resolution Procedure and supersedes the Dispute Resolution Procedures of O.R.C 4117.14 (C) (2-6).

## ARTICLE III

### ASSOCIATION RIGHTS

Excepting rights of access to public records and use of school buildings for meetings under Ohio law, the Association rights and privileges set forth in this Article are exclusive of any other organization representing teachers.

- A. The President of the Association, or his/her designated representative, may be allowed reasonable use of school buildings to conduct meetings, provided that such use does not interfere with or interrupt normal school operations, and provided that building utilization procedures are followed. The Association President may use any non-teaching time at the beginning or end of the workday for Association business or meetings in school buildings.
- B. The Association may use designated bulletin board space in teacher's lounges to post and remove notices of Association activities and matters of concern, including legal strike notification. Association representatives shall have access to such bulletin board space and the right to post and remove notices of Association activities and matters of concern on such boards. For informational purposes, a copy of any such notice shall be given to the building principal at the time of the posting.
- C. Association representatives shall have the right to reasonable use of the school district's mailing system in transmitting materials, provided the Board continues to use such a system. The elected officials of the Association shall be responsible for all materials as to quantity and content. Association symbols may be affixed to teachers' mailboxes, but not to other school property.
- D. At the conclusion of building staff meetings and district-wide staff meetings, Association representatives may make announcements pertaining to Association business. Upon the request of the Association President to the Superintendent, the Association President or his/her designee may address the staff at the first district staff meeting of each school year and the new teacher orientation meeting.
- E. The Association President or his/her designee, upon request, shall be provided a copy of any document which constitutes public information upon payment of a reasonable charge for copying. In addition, a copy of the training and experience grid for teachers and a seniority list will be provided as soon as it is available. The Association shall reimburse the Board for any extraordinary use of school equipment or supplies.
- F. In keeping with Section 4117.09(B)(2) of the Ohio Revised Code, unit members may authorize the Board to make payroll deductions for membership dues, initiation fees, and assessments of the Association in keeping with the following provisions:
  1. The Association will submit a written authorization signed by the unit member for payroll deduction on a form provided by the Association to the Board's Treasurer normally on or before October 10 of any year the unit member begins payroll deduction under this section. Unless revoked or changed in keeping with procedures contained herein, an authorization will continue from year to year. Such deduction shall be irrevocable for a period of one (1) year except that authorizations may be withdrawn during a period of thirty (31) days each year ending August 31, provided that notifications of withdrawal are submitted to the Treasurer during such thirty-one (31)

day period. Notification of the irrevocable condition and the thirty-one (31) day withdrawal period ending August 31 shall be clearly set forth on the face of the deduction authorization form. In the event a refund is due a unit member, it shall be the responsibility of the Association to make the refund. Deductions shall begin on October 20 and continue for a total of twenty (20) equal deductions from successive paychecks.

2. If a teacher's employment ends, or if he/she goes on an unpaid status before all deductions have been made, the unpaid balance will be deducted from his/her final payroll check, to the extent the teacher has earnings in that check.
  3. Following completion of each deduction, the Board's Treasurer shall remit the amount which was deducted to the Association Treasurer in check form made payable to "The Circleville Education Association." A list of the unit members for whom the deductions were made will be included with the check showing the amount deducted for each unit member.
  4. The Association shall provide the Board's Treasurer a list of those unit members who have authorized payroll deduction, the amount to be deducted for each unit member, and any new authorization forms received by the Association. This shall be done no later than October 10, each year.
  5. The Association will promptly transmit any new authorization it receives after October 10 to the Board's Treasurer who shall attempt to begin deductions with the next payroll, but in no case will deductions begin later than the second payroll after the Board's Treasurer receives the authorization form. The total amount to be deducted will be equally divided by the number of pay periods the individual unit member has remaining in his/her pay plan for that contractual year.
  6. If assessments are made during the year, the Association's representatives will meet with the Board's Treasurer to determine the means by which deductions will be made for this/these purpose(s).
- G. The Association shall have the option of up to ten (10) days Association leave for its members' attendance at district, state and national association meetings. In a year when negotiations are required, the Association shall be awarded up to (15) days of leave. Costs of substitutes, when provided, and other expenses of such attendance shall be paid by the Association. The cost of substitutes will be paid by the Board if the absence is pre-approved by the Superintendent for educational lobbying and/or bargaining.

#### H. BOARD OF EDUCATION INFORMATION

1. Prior to each regular or special Board meeting, the Board shall provide the Association with a copy of: (1) the Board agenda with attachments, (2) the approved minutes of the prior regular or any special meeting, (3) any approved monthly Treasurer's Report. The Board also shall provide annually to the Association: (1) any final budget or appropriations resolution; (2) complete June Treasurer's report; (3) amended certificate; and (4) training and experience grid. The agenda will be e-mailed to all bargaining unit members prior to any regular or special meeting.
2. The Board shall give the Association President the same advance notice of Board meetings that is given to the media.



- I. Duly authorized representatives of the Association and its affiliates may transact Association business on school property at any time before or after the regular teacher workday or during the teacher's lunch. All visitors, including Association representatives, must report to the building office before transacting such business, and sign in.

## ARTICLE IV

### MANAGEMENT RIGHTS

- A. Except as modified by the terms of this Agreement, the Board retains and reserves to itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio, and of the United States, including but not limited to the Board's right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Board, standards of services, its overall budget, utilization of technology, and District organizational structure; direct, supervise, evaluate, and hire teachers; maintain and improve the efficiency and effectiveness of school operations; determine the work hours and the overall methods, processes, means, and personnel by which school operations are to be conducted: suspend, discipline, demote or terminate teachers for just cause, lay off, nonrenew, transfer, assign, schedule, promote, or retain teachers; determine the adequacy of the work force; determine the overall mission of the school district as an educational unit; effectively manage the work force: take actions to carry out the mission of the school district; and the administration's right to direct, assign, and schedule pupils, and to direct, assign, supervise, evaluate, schedule, and transfer teachers. The enumeration of management rights in this Article is not intended to create management authority that does not otherwise exist under state or federal law.
- B. 1. In affording the Association an opportunity to bargain pursuant to paragraph A above, the Board shall give the Association President or his/her designee at least thirty (30) calendar days' notice of the intended change. It shall be the Association's responsibility then to initiate bargaining by filing written notice with the Superintendent within ten (10) calendar days. If the Association does not make a timely request for bargaining, the Board may implement its intended change thirty (30) calendar days after the initial notice. Upon Association request and during the bargaining period of thirty (30) days, the Board's representative(s) will bargain in good faith with the Association's representative(s). If there is no mutual understanding or agreement between the parties after bargaining (not to exceed a period of 30 days from the initial notice from the Board), the parties will mediate the issue with the assistance of a mediator from the Federal Mediation and Conciliation Service, or from the State Employment Relations Board as an alternative. The mediation period shall not exceed two (2) weeks. After those two weeks, the Board may implement its last offer and the Association may proceed in accordance with O.R.C. 4117.14(D)(2). In the case of an emergency, the parties shall mutually agree on a modified procedure or shall consult the mediator for a modified procedure.
2. This Article constitutes the Board's entire duty to bargain during the term of this Agreement regardless of O.R.C. Chapter 4117 or any other provision of law. The grievance/arbitration procedure shall be the exclusive remedy for any disputes or challenges to the Board's compliance with its duty to bargain during the term of this Agreement. Any such grievance will be resolved by the designated mediator (B)(1) (above) as final and binding arbitration under an expedited procedure.

## ARTICLE V

### TERMS OF EMPLOYMENT

#### A. INDIVIDUAL TEACHING CONTRACTS

##### 1. Limited Contracts

a. Contracts for the employment of teachers shall be of two types: limited contracts and continuing contracts. A limited contract is a contract for a specified number of years. Except as otherwise provided in this Agreement, under such type of contract a teacher has no vested right to re-employment after the expiration of the term provided for in the contract. The board must grant limited contracts to teachers who hold only "supplemental or resident educator licenses." For purposes of seniority and benefits, the individual contract year shall begin on the teacher's first workday in the school year and shall end on the day preceding the first teacher workday of the next school year; provided, however, that a teacher's valid resignation shall be effective according to its terms and that a suspension of contract shall be effective as provided in the Board's resolution.

b. During a teacher's first four (4) years of employment by the Board, the Board shall employ the teacher on one-year contracts each year. After serving on four (4) one-year contracts consecutively, beginning with the fifth (5<sup>th</sup>) year of employment, a teacher is eligible for a two-year contract. Following completion of the first two-year contract, a teacher is eligible for a three-year contract. No more than a three-year contract will be awarded to any eligible teacher. All service must be consecutive service consisting of at least 120 actual workdays each school year to be eligible for a multi-year contract.

Eligibility for a multi-year contract means that the teacher, if re-employed by the Board, normally will receive the specified length of contract. The Board may re-employ a limited contract teacher on a contract of fewer years than that set forth in this provision if the Board or administration determines that the teacher's performance is not satisfactory, as reflected in a written evaluation or other documentation in the teacher's file. If the Board renews the teacher's employment at the end of such a contract, the teacher shall be employed for the normal number of years indicated in this Article.

c. Limited contracts automatically shall be renewed for a term consistent with paragraph (b) above unless the board complies with the nonrenewal provisions set forth in Section A.2.

d. A teacher who becomes eligible for a continuing contract during the term of a multi-year limited contract may be considered on individual merit for a continuing contract upon meeting the requirements of the Ohio Revised Code. A teacher who expects to become eligible for continuing contract consideration by the next April and who desires to be considered must give the Superintendent written notice of the expected eligibility by September 15 of that school year. A continuing contract during the term of a multi-year limited contract shall be issued only upon the

affirmative recommendation of the Superintendent and affirmative vote by a majority of the Board.

e. Probationary Contracts

- (1) Upon the recommendation of the Superintendent, the board may issue a one (1) or two (2) year probationary limited contract for a teacher who is eligible for a continuing contract if:
  - (a) The Superintendent or designee notifies the teacher at least ten (10) calendar days in advance of a regular or special May Board meeting of his/her intent to recommend a probationary contract with professional improvement goals attached to the same.
  - (b) The issuance of a probationary contract shall be based on performance of contracted duties deemed by the administration to be less than satisfactory as documented by evaluation.
  - (c) Upon the termination of the probationary contract period, the member of the bargaining unit must be given a continuing contract or notified of the Board's intent not to renew such contract pursuant to the terms of this Agreement.
- (2) The Board may approve a probationary contract as recommended by the Superintendent by simple majority vote, with written notice of the Board's action to the teacher on or before May 15.
- (3) Notices under this section may be given by personal delivery or by depositing written notice in the U.S. certified mail at least two calendar days before the deadline, addressed to the teacher's address on file with the Treasurer at the time of the mailing.
- (4) This Section (A)(1)(e) supersedes Ohio Revised Code 3319.11 as to procedures for issuance of extended limited (probationary) teacher contracts.

- f. All bargaining unit members hired with alternative certification or licensure will be deemed to have resigned if the member fails to have his/her certificate or license renewed by July 31.

2. Nonrenewal of Limited Teaching Contracts

- a. (1) If the Superintendent intends to recommend the nonrenewal of a limited teaching contract, the teacher in question shall be given the reason(s) for such a recommendation. The Superintendent shall put the reason(s) for his/her recommendation in writing. The teacher may be accompanied by a representative of his/her choice at the time the Superintendent submits the reason(s).
- (2) Prior to official Board action, teachers whose limited teaching contracts are subject to renewal shall be notified of the date when the Board intends to act on the Superintendent's recommendation.

- (3) If the Board does not renew a limited teaching contract which has been recommended for renewal by the Superintendent, the Board shall give the teacher the written reason(s) for such action in executive session and the teacher may be accompanied by a representative of his/her choice in such session.
  - (4) If the teacher referred to in paragraph (3) is not present at the Board meeting when official action is taken to non-renew the limited teaching contract, the teacher will, upon request, be given the reason(s) for the Board's action in executive session no later than the next regular Board meeting. If the teacher does not attend that meeting, there shall be no further requirement of the Board to state its reason(s).
- b. The Board may non-renew a teacher's contract for "just cause." "Just cause," for the purposes of this Article, means:
  - (1) Performance unsatisfactory to the administration or Board as documented by written evaluation(s) and/or other relevant documentation in the teacher's personnel file; or
  - (2) Immorality, violations of reasonable rules and regulations of the Board or other inappropriate conduct.
- c. Subsection (2) (b) of this Article shall not apply to renewal or non-renewal of the teacher's first four (4) regular limited teaching contracts with the Board.
- d. The limited contract of any teacher may be terminated during its term for just cause as provided in O. R.C. 3319.16.
- e. This Section (A) supersedes Ohio Rev. Code 3319.11 as to procedures for nonrenewal.
- f.
  - (1) If a teacher is non-renewed during or after his or her fifth regular limited teaching contract with the Board, the arbitrator may order the Board to reinstate the teacher if he or she determines: (a) that the evaluation or nonrenewal procedures of this Agreement have not been complied with; (b) that the Board did not have "just cause" as defined in subsection (2)(b) for the non-renewal; or (c) that the Board did not give the teacher written notice of its intention not to re-employ the teacher on or before June 1st.
  - (2) If a teacher is non-renewed during his or her first four regular limited teaching contracts with the Board, the arbitrator may order the Board to reinstate the teacher if he or she determines that the evaluation or nonrenewal procedures of this Agreement have not been complied with or that the Board did not give the teacher written notice of its intention not to re-employ the teacher on or before June 1st. Excluded from this paragraph are teachers hired to fill a vacancy on or after the first day of school, provided their total length of service is less than 120 days in that school year.

- (3) In giving notice of nonrenewal, the Board or Superintendent shall deliver the notice by personal service upon the teacher, or deliver the notice by certified mail, return receipt requested, to the teacher's place of employment and place of residence.
- (4) Any grievance concerning a nonrenewal of a regular limited teaching contract must be filed within fifteen (15) calendar days of the teacher's receipt of the notice of nonrenewal. The filing shall be treated as being an appeal to Level Four of the grievance procedure. The Association must concur with the appeal to binding arbitration. If a teacher is ordered reinstated by an arbitrator, the teacher replacing him or her may be suspended under the reduction in force provision if the Board deems it necessary.

## B. ASSIGNMENTS AND TRANSFERS

### 1. General

- a. The statutes of Ohio vest in the Superintendent the authority for assignments of certified personnel. The Superintendent shall make assignments in keeping with those statutes and the provisions of this Agreement.
- b. The Superintendent shall assign teachers to the areas of their major preparation whenever possible.
- c. Assignments shall be in subjects or positions stated on current valid certificates/licenses held by the person assigned.
- d. Specific assignments for teaching are made for no longer than one (1) school year.
- e. No teacher shall be transferred, assigned or reassigned arbitrarily or capriciously.
- f. No vacancy shall be filled from outside the bargaining unit until all qualified bargaining unit members who make timely application for the posted position (if any) have been interviewed for the position. Such consideration shall include an interview with the administrator directly responsible for the vacant position. It is the sole and exclusive prerogative of the Board to determine the necessary and appropriate qualifications for the filling of vacancies, which qualifications need not be limited to teacher certification/licensure, but may include experience, nature of the experience, and any other factors deemed relevant and appropriate by the Board. The qualifications shall be stated in the notice of vacancy. This paragraph shall not apply to non-renewed staff, to supplemental positions or where the position to which a teacher would transfer does not require the same certification/licensure as the position to which the teacher currently is assigned. However, if in the judgment of the administration an internal applicant for a position is the best qualified applicant for the position, the internal applicant shall be awarded the position.
- g. No transfer shall be implemented for the purpose of causing the lay-off of a more senior employee.
- h. No transfer shall be implemented for the purpose of preventing the recall of an employee with recall rights.

## 2. Transfers and Reassignments

- a. Personnel shall be notified of their assignment by the Superintendent at the earliest practicable date consistent with the proper government and staffing of the system. Notification shall be made consistent with legislative mandates.
- b. Personnel should interpret that their current assignment will continue until such time as notice of change of assignment is given by the Superintendent. This paragraph shall not limit or restrict the Superintendent's authority to transfer or reassign teachers for any reason(s).
- c. If the teacher determines the change of assignment to be undesirable, he/she may request a meeting with the Superintendent and with all other administrative personnel that would be directly affected by the change of assignment. This meeting must take place within seven (7) calendar days of the Superintendent's receipt of the request, and shall consist of a discussion of the teacher's and administrators' views with respect to the change of assignment.
- d. Any employee being involuntarily transferred shall be notified of the transfer by August 1 before the start of a new school year; provided, however, that the Superintendent may transfer an employee after August 1 based upon unforeseen circumstances (e.g., resignation after July 10 which is accepted by the Board of Education or unexpected changes in enrollment at a grade level or in a subject area), in which case the employee shall be notified as soon as possible.

## 3. Vacancies and Requests for Transfer

- a. Notification of vacancies will be posted on the District's website and by sending the posting to "All Staff" through the District e-mail system. The vacancy will not be filled until after this notice has been posted for seven (7) calendar days.

Between July 10 and the first day of school, the Board may fill a position before the end of the posting period for compelling educational reasons. In addition, before the end of the teacher work year, a teacher desiring a specific type of position may provide the Superintendent with a written request, along with information on how the teacher can be contacted during the summer, for notice of a vacancy in such a position. The administration shall make reasonable efforts to contact and to interview such a teacher during the summer before filling the vacancy.

- b. A teacher who seeks a transfer shall first discuss the matter with his/her principal or administrator. It is the statutory discretion and responsibility of the Superintendent to make all transfers, in keeping with those statutes and the provisions of this Agreement. A teacher may only apply for and be granted one request for transfer during twelve (12) months.
- c. A teacher who feels his/her request for transfer has not been properly considered may first meet with the Superintendent.

- d. A position is considered vacant when:
  - (1) An employee dies.
  - (2) An employee's resignation has been received by the Superintendent.
  - (3) An employee's retirement has been received by the Superintendent.
  - (4) An employee is terminated or non-renewed.
  - (5) An employee is transferred to another position.
  - (6) An employee is promoted.
  - (7) A new position is created.
  - (8) An employee's leave extends beyond its designated limitations.
  - (9) An employee accepts disability retirement.
- e. The board shall determine whether and when to post and fill a vacancy. Reassignments of teachers within buildings may occur before a position is considered vacant. The posting of a vacancy does not require the filling of the vacancy.
- f. A teacher shall notify the Board, in writing, within ten (10) days of the receipt from STRS of notice of his/her approval for disability retirement whether or not the teacher intends to accept the retirement. If a teacher does not give such notice of acceptance of the retirement, the teacher's use of leave during the next twelve (12) months shall be limited as follows: (1) the teacher may not use sick leave for absences caused by the disability for which the teacher was examined by STRS unless the teacher reapplies, and is approved for and accepts disability retirement; (2) the teacher must submit a doctor's certificate to establish that an absence was not caused by the disability if the teacher is absent for five consecutive days or for ten days in any month.
- g. If a regular teaching vacancy occurs on or after the first day of the teacher work year, the vacancy may be filled without posting of a notice of vacancy. If a teacher is hired to fill such a vacancy, that teacher shall be considered to be employed for no longer than the remainder of that school year if employed less than 120 days. His or her contract shall be non-renewed. If the position is to be filled for the next school year, it shall be posted before the end of the current school year and filled in accordance with this Division (B). A teacher hired on or after the first day of the teacher work year who is employed 120 days or more shall have no vested right to the particular position for which he/she has been hired.

## C. REDUCTION IN FORCE

If the Board determines it is necessary to reduce the number of teachers under O.R.C. 3319.17 implementation of the reduction in the number of teacher by the Board shall follow O.R.C. 3319.17.

### 1. Reductions

Reductions shall be made by suspending contracts based upon the Superintendent's recommendation. Teachers to be affected will be notified of impending reductions whenever the Board of Education approves the Superintendent's recommendations for necessary reductions. Those contracts to be suspended will be determined as follows:



In making teacher reductions, the Board shall not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations. Evaluations shall be comparable if they share the same ratings set forth in paragraph (a).

- a. All teachers will be placed on a list for each teaching field for which they are properly certificated/licensed and qualified. Teachers will be listed in the following order:
  - (1) All teachers serving under a continuing contract who earned a rating of accomplished on their most recent evaluation.
  - (2) All teachers serving under a limited contract who earned a rating of accomplished on their most recent evaluation.
  - (3) All teachers serving under a continuing contract who earned a rating of skilled or developing on their most recent evaluation.
  - (4) All teachers serving under a limited contract who earned a rating of skilled or developing on their most recent evaluation.
  - (5) All teachers serving under a continuing contract who earned a rating of ineffective on their most recent evaluation.
  - (6) All teachers serving under a limited contract who earned a rating of ineffective on their most recent evaluation.
- b. Seniority will be defined as the length of continuous service as a certificated employee under regular contract in the Circleville School District.
  - (1) Board approved leaves of absence will not interrupt seniority, but time spent on a leave of absence shall not count toward seniority.
  - (2) If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
    - (a) the date of the Board meeting at which the teacher was hired, and then,
    - (b) the one who has the greater number of years of actual teaching experience in Ohio's publicly accredited and/or publicly chartered schools, and then
    - (c) the one who has the greater number of years of actual teaching experience in non-Ohio publicly accredited and/or publicly chartered schools, and then
    - (d) date of application (if dated), and then
    - (e) a coin toss.

- c. A reduction in force may be implemented following a thirty (30)-day written notice to affected staff members.

## 2. Recall

The names of teachers whose contracts are suspended due to a reduction in force will be placed on a recall list. Teachers with continuing contracts will remain on the recall list until recalled, are removed per (2) (c) below, or request removal. Teachers with limited contracts will be placed on the recall list for up to twenty-four (24) months from the date of the reduction with the opportunity for continuation to be decided at the discretion of the Board of Education. Teachers on the recall list will have the following privileges:

- a. May purchase for eighteen (18) months hospitalization, surgical, major medical, dental, vision and life insurance benefits, provided each carrier grants permission.
- b. May be granted preferential consideration as substitutes if such consideration is requested in writing and the employee holds current certification.
- c. Teachers on the recall list will be offered re-employment for any vacancy the Board determines to fill which may occur or new position created for which the teacher is certified and qualified and meets any special criteria that may be established by the Board. Seniority shall not be the basis for rehiring a teacher, except when making decisions between teachers who have comparable evaluations. For purposes of this Section, comparable evaluations shall have the same meaning as set forth in Section (C)(1)(a). Acceptance of employment by recalled teachers may also require acceptance of supplemental assignment(s) if needed. Teachers who are offered and decline employment or who fail to accept the offer of recall within ten (10) calendar days from the postmark of the offer will forfeit all recall rights and such rejection shall be considered as a resignation. It is the teacher's responsibility to keep the Board informed of current phone number and address.
- d. Teachers recalled to duty will return to active employment status with the same seniority, accumulation of sick leave and salary schedule placement as enjoyed at the time of separation.

## 3. Miscellaneous

- a. Nothing contained herein shall require the Board to fill any vacancy or interfere with any other lawful personnel procedures in the school district. To the extent possible, the Board shall use attrition to avoid use of this Section (C).

## D. PERSONNEL RECORD FILE

1. There will be established and maintained one (1) official personnel record file on certificated employees. This file will be maintained in the central office.
2. Any teacher shall have the opportunity to read any material which may be considered critical of his/her performance or service, before it is placed in his/her personnel file. A teacher shall acknowledge that he/she has read the material by affixing his/her

signature to the copy to be filed. His/her signature shall not indicate agreement with the content of the material, but shall indicate only that the material has been inspected by the teacher. He/she shall also have the opportunity to reply to such critical material in a written statement to be attached to the filed copy.

3. Anonymous letters or materials shall not be placed in the teacher's file nor shall they be made a matter of record.
4. Each teacher shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Association may, at the teacher's request, accompany the said member in such a review.
5. Upon request and payment of a reasonable charge, the teacher shall be entitled to a photocopy of the contents of his/her personnel file excepting employment references which are labeled confidential.
6. Each employee shall have the right to indicate those documents and/or other materials in his/her personnel file which he/she believes to be obsolete, inappropriate, and/or inaccurate. The employee shall have the right to request that the obsolete, inappropriate, and/or inaccurate materials be removed from the file and destroyed. Such request shall be reviewed by the Superintendent. If the Superintendent does not agree to remove the materials, the employee through the Association shall have the right to initiate a grievance at Step IV.
7. The evaluation information will be kept on a cumulative basis in the evaluator's office (and may be kept digitally at the evaluator's discretion). The personnel file will contain a summary document of the employee's evaluation. Completed evaluation forms older than ten (10) years may be removed from a teacher's file.

#### E. PARENTAL COMPLAINT PROCEDURE

1. When a complaint is made to the Board or any of its members or administrators by students' parents or any other members of the public concerning a teacher's conduct or other activities that relate to the teacher's employment conduct or other activities that relate to the teacher's employment duties, and the concern is thought to be serious enough to become a matter of record, the teacher shall be informed of the stated concern by the appropriate administrator and the teacher shall have an opportunity to inform the administrator of his or her version of events or to explain his or her actions. The appropriate administrator shall investigate the complaint and determine what action, if any, is appropriate. The administrator shall take the action he/she deems appropriate.
2. Should the complaining party still not be satisfied and bring the concern to the Board, the teacher shall be so informed and have the right to provide the Board information concerning the issue. Any hearing of complaints may take place in executive session. The teacher shall have the right to be present and represented at that executive session. This Division (E) (2) does not apply to the employment actions of nonrenewal or a termination proceeding.

## F. DISCIPLINE

1. Verbal reprimands shall not constitute discipline. No teacher shall be disciplined without just cause.
2. Employee discipline may include the following: written warnings, written reprimand, suspension, and termination.
3. At all levels of employee discipline, the teacher may have CEA/OEA representation.

## G. SPECIAL NEEDS ISSUES

The Circleville Education Association and the Board of Education acknowledge and agree that the assignment of special needs students and related staffing and workload issues are important, complex, and need periodic monitoring and review. Therefore, the Superintendent or designee shall meet with the affected teachers and administrators (one or more meetings) to review such issues and to anticipate problematic assignments for the next school year. On an on-going basis, the district will consider creative financing options, special grants and volunteer aides as possible solutions to these issues.

## H. LESSON PLANS

Teachers shall teach the required curriculum, benchmarks/indicators and standards of their assigned grade level or subject as directed by the district and state using a curriculum map.

Teachers shall maintain either daily lesson plans or quarterly course syllabi/pacing guides. Guidelines shall be developed in cooperation with each building administrator prior to the start of each school year and staff shall be given time to change format if necessary.

## I. ELEMENTARY RECESS

All elementary buildings will have one morning and one afternoon recess unless the teachers and principal in the building mutually agree not to have either or both recesses.

## J. PLANNING TIME

Each full-time teacher shall have an average of 210 minutes of planning time weekly during the staff work day.

## ARTICLE VI

### LEAVES

#### A. PROFESSIONAL MEETINGS

1. Requests for attendance at professional meetings shall be submitted through the principal to the Superintendent/Designee for consideration. The Superintendent/Designee will review and recommend such requests, if necessary, to the Board for consideration at the next regular Board meeting. The Superintendent/Designee may approve the attendance at a professional meeting prior to the next meeting of the Board, if necessary, and if the scheduled Board meeting does not permit adequate time for the teacher to plan for attendance at such meeting. The Superintendent/Designee and Board retain sole discretion to approve or disapprove requests to attend professional meetings and activities.
2. The Board shall pay the actual expenses to such meeting to a maximum amount initially approved by the Superintendent/Designee providing that a statement of expenses is furnished on approved forms provided.
3. Professional meetings and activities are those meetings and activities the purpose of which is to improve the competency of the teacher as related to the specific assignment of the teacher by the Board and/or administration.
4. Professional leave requests may not be denied on an arbitrary or capricious basis.

#### B. PERSONAL LEAVE

1. Each teacher shall be granted a maximum of three (3) days per year personal leave for emergency, personal and business obligations which cannot be done at any other time than on a regular workday or logically by any other person.
2. Personal leave shall be requested through the principal to the Superintendent/Designee who must authorize final approval. Requests for personal leave shall be applied for in writing at least three (3) days previous to the time of expected absence, except in case of emergency. For an emergency, oral notification should be made by the day of absence, with completion of the written forms upon return to work. Personal leave shall not be cumulative. Personal leave may not be used in less than half day increments.
3. No more than the greater of ten percent (10%) of the bargaining unit in each building or two teachers per building may take personal leave on the same day. Personal leave days beyond this point can be granted at the discretion of the Superintendent. Requests will be honored consistent with this Section on a first come/first serve basis. Falsification of personal leave documentation may be grounds for suspension or termination of employment. Use of personal leave on a make-up day(s) shall be subject to paragraphs (1-4), except that the ten percent (10%) limitation of this paragraph (3) shall not apply to prevent a teacher from using personal leave where the teacher made a nonrefundable deposit or purchased nonrefundable transportation tickets.

4. If the Superintendent/Designee in good faith cannot obtain necessary student/class coverage, she/he reserves the right to deny a bargaining unit member's request for a personal day(s).

### C. SICK LEAVE

1. Bargaining unit members shall be granted sick leave without loss of pay for absence due to illness, injury, pregnancy and the recuperation period following pregnancy, exposure to contagious disease which could be communicated to other employees, or illness or death in the teacher's immediate family as hereafter provided.
2. Immediate family is defined as husband, wife, son, daughter, father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or someone who has acted in the capacity of father or mother to the teacher.
  - a. Each teacher shall be entitled to sick leave of one and one quarter (1-1/4) workdays per completed month. This plan accumulates a total of fifteen (15) days for the school year. A part-time teacher shall earn sick leave in fractional units pro rata to full-time teachers.
  - b. Unused sick leave shall be cumulative up to 262 days.
  - c. If the unit member begins the school year having reached the maximum allowed unused sick leave days (262), the member shall be permitted to use the fifteen (15) days which are earned for that school year, prior to having any deducted from the accumulated 262 days. If the member reaches the maximum allowed days or goes on unpaid status or separates from employment during the school year, the number of 262 days available prior to losing any days shall be prorated. The teacher, by June 15 of a school year, must give written notice to the treasurer of the need to reconcile the teacher's sick leave balance and the treasurer will make the reconciliation.
3. The Board shall require a teacher to furnish a written, signed statement on forms prescribed by the Board to justify the use of sick leave. If medical attention is required, the teacher's statement shall list the name and address of the attending physician and the dates when he/she was consulted.
4. A sick leave bank, administered by the Treasurer's Office, is available to be used by all district employees. As needed, the district treasurer will inform all employees of their option to donate days to the bank and the procedures for doing so. Sick days may only be donated to the bank, not to specific employees. Any district employee may request days from the bank by emailing a request to the district superintendent. The request must include a statement from a medical professional. Requests for approval for days from the sick leave bank will be voted upon by the following: superintendent, treasurer, association president, a classified representative and an administrator. Any employee granted sick bank days will be required to pay that leave back. Employees will pay 5 days back in June, starting the year following the leave and continuing each year until the leave has be completely repaid.

#### D. BEREAVEMENT LEAVE

Each teacher shall be allowed up to five (5) days with pay for each death in the immediate family as defined in Section (C) above, and for each death among the teacher's grandparents, brother-in-law, sister-in-law, spouse's grandparents and someone who has acted in the capacity of father or mother to the teacher's spouse, not charged to sick leave. Each teacher shall be allowed 1 day of sick leave to be used for the bereavement of great grandparents, aunt, uncle, fiancé, niece, nephew, boyfriend, girlfriend. Unpaid leave may be used if the bargaining unit member has exhausted all personal leave.

#### E. LEAVE WITHOUT PAY

Upon written request of a teacher, each teacher shall be granted up to five (5) days without pay during a period of two school years. In addition, the Superintendent may grant leave without pay for up to five (5) days per school year after the teacher has used the five (5) initial days. Employees shall give the superintendent three (3) days' notice of request for such leave. The superintendent may waive the three (3) days required notice in an emergency situation.

#### F. CHILD CARE AND ADOPTION

Upon written request, a teacher shall be granted an unpaid leave of absence for care of an infant or newly adopted child under the age of six at the time of adoption. Such unpaid leave must be taken immediately after the use of sick leave, if any, in connection with childbirth or pregnancy related disability, and the total length of absence (paid sick leave and unpaid childcare leave) may not extend beyond the rest of the school year (July 1- June 30). In the case of birth or adoption on or after March 1, the teacher shall have the option of returning at the beginning of the succeeding school year or taking that year as an unpaid leave. The teacher must inform the Superintendent in writing by June 1 or 10 days after the birth and/or adoption, whichever is later, whether the teacher will take an unpaid leave for the entire next year. Upon agreement of the Board, a teacher may return prior to the end of a semester or school year. Otherwise, the leave will coincide with the end of a semester or school year. A teacher using child care leave may continue to participate in group insurance benefits at the full cost to the teacher.

#### G. ASSAULT LEAVE

1. "Assault" means the causing of or attempt to cause physical harm to a teacher by any person when the teacher charges such person with an offense prohibited by Title Twenty-Nine (29) of the Ohio Revised Code.
2. Pursuant to and in accordance with Section 3319.143 of the Ohio Revised Code, assault leave shall be granted to a teacher who: (1) is unable to work and, therefore, is absent from his/her assigned duties because of physical injury resulting from an assault and battery which is unprovoked, and (2) files criminal charges against his/her assailant as soon as he or she is physically able. Assault leave shall not be charged against sick leave earned under Section 3319.141 of the Ohio Revised Code. The teacher shall be granted the aforementioned assault leave and shall be maintained on full pay status during such absence, up to a maximum of twenty (20) working days.

3. A teacher shall be granted assault leave according to the following rules:
  - a. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board while on the Board premises or at a Board approved or sponsored activity/event or in the course of transporting pupils or material to or from said premises, activity or event; provided, however, that a teacher may also qualify in the case of an off premises assault by clearly establishing that the assault had a direct and immediate connection with an occurrence in the teacher's performance of his or her job duties.
  - b. Upon notice to the principal or Superintendent that an assault upon a teacher has been committed, a teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign said statement, and present it to the building principal or Superintendent.
  - c. To qualify for assault leave the teacher shall furnish a certificate from a medical doctor, stating the nature of the disability and its likely duration, if requested by the Superintendent. The Superintendent may require a medical doctor's statement justifying the continuation of the leave. The Board may require an exam by a physician of its choice, at Board expense.
  - d. A teacher shall not qualify for payment of assault leave until the Assault Leave Form and any requested physician's statement have been submitted to the Superintendent.
  - e. Teachers shall not be permitted to accrue assault leave.
  - f. Payment for assault leave shall be at the assaulted teacher's rate of pay in effect at the time of the assault.
4. A teacher who is assaulted (as defined in paragraphs 1 and 2 above) during a home visit shall be entitled to use up to forty (40) working days of assault leave due to absence resulting from physical injury.
  - a. If a teacher can obtain a recommendation from STRS examiner(s) of disability, the teacher must take disability retirement and may not use assault leave in excess of the forty (40) days or until disability retirement is effective (but only so long as use of assault leave does not postpone the effective date of the disability retirement). Once a teacher is on disability retirement, the Board shall pay the teacher the difference between monthly STRS disability retirement benefits and the regular teaching salary the teacher was earning when the disability occurred. Such payment shall not be subject to STRS contributions by the Board or STRS payroll deduction. Payment of this difference shall continue only until the earlier of:
    - (1) the teacher's return to fulltime employment, by the board or some other employer;
    - (2) is eligible to be converted to STRS service retirement; or



(3) becomes ineligible for assault leave under this Division.

- b. If a teacher cannot obtain STRS disability retirement because he or she does not meet the minimum service requirement of STRS, the teacher (if otherwise eligible under this Division) shall be entitled to continue on assault leave beyond such forty (40) days but only so long as he or she continues to meet the eligibility requirements of this Division and then only until the teacher is eligible to obtain a recommendation from STRS examiners of disability.
5. Regardless of any other provision of this Division, if a teacher receives compensation under O.R.C. 4123.56 or 4123.58, the amount of assault leave compensation shall only be the difference between what that teacher receives pursuant to either of those sections and the compensation the teacher would normally receive under this Division.

#### H. COURT LEAVE

A teacher shall be granted, upon written request, court leave for the purpose of jury duty, to appear as a party in a school related civil lawsuit or civil administrative proceeding, or to appear as a subpoenaed witness in a civil lawsuit or civil administrative proceeding where the witness' knowledge or information of relevant facts arose from his or her employment with the Board. For the purpose of this article, school related matters shall not include conflicts between employer and employee or the employer and the Association. Any teacher called for jury duty or a court appearance shall notify his or her Principal as soon as possible. The teacher will receive his/her regular pay for the time spent on such leave, and may retain any witness or jury duty check.

This paragraph does not preclude regular salary payment to a subpoenaed teacher where a law or regulation requires regular pay to a witness who is subpoenaed to appear during work time.

#### I. NOTICE OF RETURN FROM UNPAID LEAVE OF ABSENCE

A teacher on an unpaid leave of absence for a school year or for the remainder of the school year shall give the Superintendent written notice by March 1 whether he or she will return to employment the following year.

## ARTICLE VII

### TEACHING CONDITIONS

#### A. LENGTH OF REGULAR WORKDAY

1. The regular on duty teacher workday, inclusive of a thirty (30) minute duty free lunch, shall be no greater than seven (7) hours and forty-five (45) minutes.
2. Bargaining unit members shall not be required to teacher more than seven (7) periods per day at the high school, six (6) periods per day at the middle school and shall not be given remediation and intervention responsibilities more than one grading period out of four.

#### B. LENGTH OF SCHOOL YEAR

The regular teacher work year shall consist of one hundred eighty-four (184) days and an additional day for new teacher orientation.

#### C. TEACHER APPRAISAL PROCESS

##### PURPOSE

1. To improve professional performance and to provide a means of professional growth.
2. To provide one basis for personnel decisions.
3. To constitute the evaluation procedure for bargaining unit members.

##### OTES 2.0 PROCESS

1. The building principal or supervisor shall review the appraisal process with all teachers during August or September of each school year and distribute copies of all necessary forms.
2. All observations/evaluations will be conducted in person on the adopted forms and rubric, as approved by ODE, by a Circleville City Schools administrator, and/or other individuals employed by the Board, and agreed to by the association, who holds a credential and license established in ORC for being an evaluator. These include, but are not limited to, the Superintendent, Assistant Superintendent, Curriculum Director, Special Education Coordinator, Gifted Coordinator, Grants Administrator, the teacher's building Principal/Assistant Principal and/or any individual employed by the Board, and agreed to by the Association, who holds a credential established by ODE for being an evaluator.
3. The evaluation process shall be:
  - a. The teacher being evaluated may meet with the administrator responsible for his/her evaluation prior to each classroom observation or at the request of the administrator or teacher. This meeting shall not exceed forty (40) minutes except by mutual agreement.

- b. Classroom observations of at least 30 minutes' duration shall be conducted. A classroom observation form shall be completed for the observation and shall be given to the teacher at a post-conference within five (5) school days of the observation.
- c. If deficiencies serious enough to lead to non-renewal or termination are noted in any observation:
  - (1) The evaluator shall promptly issue a Notice of Deficiency, and
  - (2) Shall meet with the teacher. A plan of action will be developed by the evaluator, in consultation with the involved teacher. The plan must include specific recommendations regarding any improvements needed in performance and regarding the means by which the teacher may obtain assistance in making the improvements.
- d. Walkthroughs may be conducted by direct supervisor(s), Superintendent, Assistant Superintendent, Curriculum Director, and may be included in each teachers' evaluation.
  - (1) Walkthroughs are informal observations of less than 30 minutes with an emphasis on identified focus area(s) when applicable. Walkthroughs may or may not be scheduled in advance.
  - (2) Forms used for recording walkthrough observations shall be developed yearly in consultation with CEA and shall be made available to teachers at the beginning of each school year. The focus of walkthroughs should be supporting the teacher evaluation process and identified focus areas.
  - (3) Completed walkthrough forms shall be made available to teachers within 48 hours of a completed walkthrough. Administrators/Evaluators shall make themselves available to meet with a teacher should he/she have questions regarding their walkthrough feedback.
  - (4) Teachers may request walkthroughs to demonstrate improvement on or mastery of specific evaluation criteria.
- e. Each teacher's evaluation will use at least two measure of district-determined high-quality student data (HQSD) 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. HQSD may be used as evidence in any component of the evaluation where applicable. Prior to September 15<sup>th</sup> of each year, District and Building Administration will work with Lead Teachers and the Association on the selection of HQSD measures that will be used as part of the teacher evaluation process.
- f. A final holistic evaluation form shall be prepared and given to the teacher at a conference held for such purpose. This conference may be included in the final post-observation conference. On each teacher's final holistic evaluation of the year,

teachers will receive a final holistic evaluation rating, based upon evidence aligned to the Ohio Standards for the Teaching Profession.

g. Appropriate professional development opportunities will be provided at the cost of the district to help teachers achieve the goals of their professional growth and improvement plans.

h. If a new state framework is released, regarding OTES 2.0, the Circleville City Schools' Administration and Circleville Education Association will meet to discuss possible language changes.

#### 4. Frequency

- a. All teachers in the final year of a limited contract will receive 1 complete evaluation comprised of three (3) formal observations, to be conducted during the first three grading periods with at least 10 school days scheduled between each observation unless the teacher and administrator mutually agree to a shorter time frame.
- b. All teachers in the non-final year of a limited contract shall receive one (1) complete evaluation of two (2) formal observations.
- c. All teachers on continuing contracts shall receive one (1) complete evaluation of two (2) formal observations.
- d. Notwithstanding the foregoing, the Board shall fully evaluate each teacher who received a rating of "Accomplished" on the teacher's most recent final holistic evaluation conducted under this Article once every three (3) school years, so long as the teacher submits a self-directed professional growth plan to the evaluator based upon observations and the most recent evaluation and the evaluator determines the teacher is making progress on that plan. The Board shall fully evaluate each staff member assigned a final holistic evaluation rating of "skilled" on the teacher's most recent evaluation conducted under this Article once every two (2) school years, so long as the teacher and evaluator jointly develop a professional growth plan for the teacher based upon observations and the most recent evaluation and the evaluator determines the teacher is making progress on that plan. In any year the teacher is not fully evaluated, at least one (1) observation will be conducted and at least one (1) conference will be held which will include a discussion on the teacher's PGP progress. The observation type, formal or informal, will be at the discretion of the evaluator and will be communicated to the teacher by September 30<sup>th</sup>.
- e. The Board may elect not to conduct an evaluation of a teacher who:
  - 1) is on leave from the school district for fifty percent (50%) or more of the school year, as calculated by the Board,
  - 2) who has submitted notice of retirement and that notice has been accepted by the Board not later than December 1 of the school year in which the evaluation is otherwise scheduled to be conducted or

3) is participating in the Ohio teacher residency program for the year during which that teacher takes, for the first time, at least half of the performance based assessment required for resident educators.

- f. The frequency requirements of this paragraph are minimums and do not preclude more frequent observations and evaluations.
- g. The evaluator shall reasonably modify the deadlines of this procedure to accommodate leave(s) of absence (illness, personal leave, etc.).

#### 5. Procedures

- a. Each classroom formal observation shall be scheduled in advance.
- b. When an evaluator issues a rating of developing or ineffective in any area, he/she must place comments on the form which provide rationale for the rating.
- c. Informal and/or formal observation of classroom performance shall not be conducted on the day prior to any scheduled extended breaks in the school calendar.

#### 6. Educators not subject to OTES 2.0

Educators who are not subject to OTES 2.0 by law shall be evaluated in accordance with procedures reviewed with applicable employees by the building principal or supervisor during August or September of each school year. Any applicable forms shall be distributed at that time.

### D. COUNSELOR APPRAISAL PROCESS

#### PROCESS

1. The building principal or supervisor shall review the appraisal process with all counselors during August or September of each school year and distribute copies of all necessary forms.
2. All observations/evaluations will be conducted in person on the adopted forms by a Circleville City Schools administrator, and/or other individuals employed by the Board, and agreed to by the Association, who holds a credential established by ODE for being an evaluator. These include, but are not limited to, the Superintendent, Assistant Superintendent, Curriculum Director, Special Education Coordinator, Gifted Coordinator, Grants Administrator, the counselor's building Principal/Assistant Principal and/or any individual employed by the Board, and agreed to by the Association, who holds a credential established by ODE for being an evaluator.
3. The evaluation process shall be:
  - a. The counselor being evaluated may meet with the administrator responsible for his/her evaluation prior to each observation or at the request of the administrator

or counselor. This meeting shall not exceed forty (40) minutes, **except by mutual agreement.**

- b. Observations of at least thirty (30) minutes duration shall be conducted. An observation form shall be completed for the observation and shall be given to the counselor at a post-conference within five (5) school days of the observation.
- c. If deficiencies serious enough to lead to non-renewal or termination are noted in any observation:
  - (1) The evaluator shall promptly issue a Notice of Deficiency; and
  - (2) The evaluator shall meet with the counselor. A Improvement Plan will be developed by the evaluator, in consultation with the involved counselor. The plan must include specific recommendations regarding any improvements needed in performance and regarding the means by which the counselor may obtain assistance in making the improvements.
- d. Informal observations may be conducted by the Superintendent, Assistant Superintendent, Curriculum Director, Special Education Coordinator, Gifted Coordinator, Grants Administrator, the counselor's building Principal/Assistant Principal and/or any individual employed by the Board, and agreed to by the Association who holds a credential established by ODE for being an evaluator. Informal observations may be included in each counselor's evaluation.
  - (1) Informal observations are defined as a formative written assessment of a counselor's practices made during visits of no less than five (5) minutes. Informal observations may or may not be scheduled in advance.
  - (2) Forms used for recording informal observations shall be developed yearly in consultation with CEA and shall be made available to counselors at the beginning of each school year. The focus of informal observations should be supporting the counselor evaluation process and implementing building/district initiatives.
  - (3) Completed informal observation forms shall be made available to counselors within forty-eight (48) hours of a completed informal observation. Administrators/Evaluators shall make themselves available to meet with a counselor should he/she have questions regarding their informal observation feedback.
  - (4) Counselors may request informal observations to demonstrate improvement on or mastery of specific evaluation criteria.
- e. A final evaluation form shall be prepared and given to the counselor at a conference held for such purpose. This conference may be included in the final post-observation conference. On each counselor's final evaluation of the year, counselors will receive a summative evaluation rating using ODE's model for

combining counselor performance and the assessment of student metrics.

- f. Appropriate professional development opportunities will be provided at the cost of the District to help counselors achieve the goals of their professional growth and professional improvement plans.

#### 4. Frequency

- a. All counselors in the final year of a limited contract will receive one (1) complete evaluation comprised of three (3) formal observations, to be conducted during the first three (3) grading periods with at least ten (10) school days scheduled between each observation, unless the counselor and administrator mutually agree to a shorter time frame.
- b. All counselors in the non-final year of a limited contract shall receive one (1) complete evaluation comprised of two (2) formal observations.
- c. All counselors on continuing contracts shall receive one (1) complete evaluation comprised of two (2) formal observations.
- d. Notwithstanding the foregoing, a school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes, for the most recent school year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.
- e. Notwithstanding the foregoing, a school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every two (2) years, as long as the counselor's metrics for student outcomes, for the most recent school year for which data is available, is "skilled" or higher. If the determination is made to evaluate every two (2) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.
- f. The frequency requirements of this Section are minimums and do not preclude more frequent observations and evaluations.
- g. The evaluator shall reasonably modify the deadlines of this procedure to accommodate leave(s) of absence (illness, personal leave, etc.).

#### 5. Procedures

- a. Each formal observation shall be scheduled in advance.
- b. When an evaluator issues a rating of developing or ineffective in any area, he/she must place comments on the form which provide rationale for the rating.
- c. Observation of counselor performance shall not be conducted on the day prior to any scheduled extended breaks in the school calendar.

#### E. FIELD TRIPS

Teachers may request educationally based field trips which correlate with grade appropriate state standards, subject to administrative approval.

#### F. KEY SIGN OUT

The Board shall make keys available for teachers to sign out when teachers have a need to use a locked elevator, building, classroom, and/or work room in the building(s) to which they are assigned.

#### G. BUILDING ADVISORY COMMITTEE

Each building shall have a committee consisting of the Principal and teachers for the purpose of discussing issues related to that building. The Association shall designate one teacher to gather items for the agenda and to distribute the agenda and minutes to building teachers.

1. Issue of concern must be given to the designate CEA representative.
2. No issues will be accepted anonymously.
3. The time, date, and location of the Building Advisory Committee meetings as well as an agenda of all issues to be discussed must be provided to all teachers and building administrators one week prior to the scheduled BAC meeting.
4. Provide all teachers with the ability to vote on any proposed changes initiated by the Building Advisory Committee.

#### H. CHALLENGED MATERIAL

The Association may appoint one of the two teachers to the Instructional Material Review Committee. The Committee will provide the teacher whose material is being challenged an opportunity to present his or her position with respect to the material to the Committee, in person or in writing. The affected teacher may appeal at any level of the review process.

#### I. CHEMICALS IN THE WORKPLACE

At the beginning of each school year, the administration shall post in each building, a poster with the telephone number of the appropriate safety and health agency(ies), including the State OSHA number.

#### J. TRAVEL TIME

Reasonable travel time shall be scheduled for employees required to perform work at more than one site during the course of the workday. Reasonable travel time shall include the time reasonably necessary to prepare to leave one site, reasonable travel time between sites, and reasonable arrival time requirements including parking, check-in procedure, and time to organize in preparation for work.

#### K. INVASIVE MEDICAL PROCEDURES

1. Except for school nurses, bargaining unit members shall not be compelled to perform invasive medical procedures. Where such procedures are done voluntarily, the member will be considered to be acting within the scope of the member's job responsibilities.



2. Teachers will be updated annually as to emergency medical procedures/policies.

L. HEALTH, SAFETY AND ENVIRONMENTAL ISSUES

The CEA will utilize the following procedure to inform the Board of environmental issues: Environmental health and safety issues shall be reported to the individual CEA Building Representative. The reporting individual and/or building representative shall reduce said issue(s) to writing and submit a copy to the Superintendent and the Association President. All environmental issues shall be dealt with in a timely manner to resolve the problem(s).

ARTICLE VIII

SALARY AND FRINGE BENEFITS

A. REGULAR TEACHERS' SALARIES

1. Teachers shall receive an annual salary on the current index. The Treasurer will provide individual salary notices by July 1 or after a salary settlement has been approved by the parties, whichever is later. The base salary shall be:

|           |          |                 |
|-----------|----------|-----------------|
| 2022-2023 | \$44,625 | (3.0% Increase) |
| 2023-2024 | \$45,964 | (3.0% Increase) |

2. Teachers are placed on the salary schedule according to experience and education, at the beginning of each school year. A valid certificate/license must be provided by August 30<sup>th</sup>. If a teacher completes course work that qualifies the teacher for a new training level during the summer months, and the teacher files a transcript by August 30<sup>th</sup>, the new salary will take effect no later than September 5<sup>th</sup>.
3. Part-time teachers shall receive a pro-rated annual salary based upon the proportion of the number of hours a similarly assigned full-time regular teacher is scheduled to work.
4. "Five Years" training is defined as at least 150 semester hours, or 225 quarter hours, and a Bachelor's Degree.
5. For a teacher to qualify for the MA+ column, the hours must be hours earned after the Master's Degree is conferred.
6. The salary schedule shall be based on 184 days of annual service.
7. A military year shall be defined as eight months of continuous service. Only one year of service will be granted for any one twelve-month period.

B. PAYROLL STATEMENTS

1. Teachers shall be paid on the fifth (5) and the twentieth (20) day of each month, for twenty-four (24) pays over an annual pay cycle.
2. Payroll statements will be issued on the business day preceding a professional day.
3. Direct deposit is required for all bargaining unit member and shall extend to all financial institutions that are part of the Federal Reserve Bank system.

C. PAYROLL DEDUCTIONS

1. Deductions are to be itemized on a slip attached to the payroll statements for the convenience of the teacher. Deductions may be made for the following items:
  - a. Withholding Tax (Federal, State, City)
  - b. Health Insurance

- c. Retirement
  - d. Unauthorized Absence
  - e. Tax Sheltered Annuities (TSA's)
  - f. Professional Dues and/or any applicable fees
  - g. Credit Union
  - h. Income Protection Insurance
  - i. Cancer Insurance
  - j. Fund for Children and Public Education Contributions
  - k. Individual Retirement Accounts (IRA's)
  - l. Medicare
  - m. Flexible health/dependent care spending accounts
2. When it is necessary to make a deduction for unauthorized absence, the amount shall be determined by dividing the annual salary by the number of days in the teacher contract year. Deductions for unexcused absence or leave without pay shall be made equally from the two pays following the absence.
  3. Circleville City School District requires a 403b provider to obtain and maintain at least five (5) participants in order to be added to the approved 403b Third Party Administrator (TPA) provider list. In addition, the provider must be able to cooperate with the information and automation requirement of the district's Common Remitter Service and our Plan Administrator. Furthermore, the provider must execute a reasonable Hold-Harmless Agreement protecting the school district from any liability related to the 403b contract into which an employee enters and the Information Sharing Agreement agreeing to all required communication regarding our employees' accounts in order that the district can administer its 403b plan as required by the Internal Revenue Service.
  4. The Treasurer shall send the deducted money to the designee on or before the ninth calendar day of the month following the pay day.
  5. If a teacher is eligible to purchase retirement service credit from STRS the teacher, in writing to the Treasurer, may elect one or the other of the following options:
    - A. to have a deduction made from the teacher's payroll statements with taxes deducted at the time of deduction; or
    - B. to have a deduction made from the teacher's payroll statements with taxes deferred until retirement and then paid from STRS.

D. SUPPLEMENTAL SALARIES

1. Teachers who are employed and are to be compensated by the Board of Education for approved supplemental duties in addition to regular teaching duties shall be employed on "supplemental contracts." A supplemental contract shall be valid for only one (1) school year, and shall automatically expire at the end of that school year without further action or notice by the Board of Education.
2. Teachers shall be compensated for supplemental duties for which they are employed in accordance with the salary schedule attached hereto as Appendix C to this Agreement. Supplemental salaries shall be calculated on the base salary in effect in the particular school year. The Board of Education need not fill any or all positions listed on the

schedule in any particular school year. The Superintendent shall determine whether a vacancy exists in a supplemental position and when to fill the vacancy. The elimination of a supplemental position or the failure to fill a position shall not be subject to bargaining with the Association. If a supplemental position listed on the schedule is filled, the compensation for it shall be in accordance with the supplemental salary schedule.

3. For purposes of filling supplemental positions, satellite teachers of Pickaway-Ross Joint Vocational School District assigned to Circleville City School District building(s) shall be considered to have the same preference and priority that bargaining unit members of CEA have under this Master Contract.
4. Supplemental duties and salaries may be split with approval of the administration.
5. All varsity head coaches shall be permitted two (2) professional days to attend clinics associated with their sport; all other paid coaches shall be permitted one (1) professional day to attend clinics associated with their sport with the approval of administration.

#### E. EXTRA DUTY SALARY SCHEDULE REGULATIONS

1. Extracurricular positions are divided into groups I through VII with experience increments provided at the following levels: 0-2 years; 3-5 years; 6-8 years; 9-11 years; 12-14 years; and 15+ years.
2. Compensation for extracurricular positions will be based upon a supplemental salary schedule incorporating the following: grouping levels; experience increments; and index numbers. Compensation for the performance of these extracurricular duties will be negotiated between the bargaining unit and the Board.
3. Extracurricular contract positions will be approved by the Board and will be effective for only one (1) year.
4. All varsity head coaches shall be permitted two professional day to attend a clinic associated with their sport and all other paid coaches shall be permitted one professional day to attend a clinic associated with their sport. The cost of a substitute teacher, when needed, and other normal costs of attending will be paid by the district.
5. Placement on the salary schedule for non-volunteer athletic coaches shall be made using the following criteria:

##### Experience (Athletic Experience)

- (1) 1 for 1 year of experience for any middle school coaching position when moving to other middle school coaching positions in the same sport.
- (2) 1 for 3 years of experience for middle school coaching when moving to reserve or varsity assistant in the same sport.
- (3) 1 for 1 year of experience when moving to a lower level in the same sport.

- (4) 1 for 2 years of experience for first six years of experience, plus 1 for 1 years of experience beyond six years when moving from reserve or varsity assistant position to head varsity position in the same sport.
  - (5) 1 for 1 year of experience for head varsity experience when moving to head varsity position in the same sport. (public or private school)
6. CCS will grant years of experience to any CEA member hired in a paid coaching position if that CEA member has been board approved previously, by Circleville City Schools, as a volunteer coach in that same sport. CCS will not recognize volunteer years outside of Circleville City Schools. The Superintendent may grant additional experience based on previous volunteer and work history. Accumulation of experience begins on July 1, 2019. Placement on the salary schedule for volunteer athletic coaches shall be made using the following criteria:

Experience (Athletic - Volunteer Coaching Experience)

- (1) 1 for 1 year of experience for any middle school coaching position when moving to other middle school coaching positions in the same sport.
  - (2) 1 for 3 years of experience for middle school coaching when moving to reserve or varsity assistant in the same sport.
  - (3) 1 for 1 year of experience when moving to a lower level in the same sport.
  - (4) 1 for 2 years of experience for first six years of experience, plus 1 for 1 years of experience beyond six years when moving from reserve or varsity assistant position to head varsity position in the same sport.
  - (5) 1 for 1 year of experience for head varsity experience when moving to head varsity position in the same sport. (public or private school)
7. Placement on the salary schedule for non-volunteer athletic coaches shall be made using the following criteria:

Experience (Non-Athletic Experience)

- (1) 1 for 1 year of experience for advisors.
- (2) 1 for 1 year of experience when moving to a lower group in an activity.
- (3) 1 for 3 years of experience for any middle school experience when moving to a position of higher responsibility in same activity.
- (4) 1 for 2 years of experience for first six years of experience, plus 1 for 1 for year of experience beyond six years when moving from assistant band director to head band director.
- (5) 1 for 1 year of experience for head band director.

## F. PAYMENT FOR UNIVERSITY/COLLEGE EXPENSES

A teacher is not eligible when a leave of absence has been granted or after a teacher has been suspended pursuant to a reduction in force.

### Guidelines

1. All course work must be approved in advance of the commencement of the course. Commencement is defined as the first day the class meets.
2. All course work must be in the field of certificate/licensure, or further coursework in school counseling, education or administration and is subject to the approval of the Superintendent.
3. All hours must be earned in a fully accredited college or university.
4. First-year teachers in Circleville will be entitled to reimbursement for approved courses taken in their first year of employment and the summer following the first year only if employed by the Board under regular contract during September following the first year of employment.
5. No duplication of payment will be made where a stipend has been or will be awarded for same work.
6. Payment will be made upon the completion of the approved course work and the filing of official transcripts/e-transcripts and proof of payment of actual cost. E-transcripts must be sent directly to the treasurer's office to be approved. The treasurer's office will not accept e-transcripts that have been opened and forwarded to their office. A grade of "C-" or higher in graded courses must be obtained to be reimbursed. If a teacher resigns, the Treasurer shall set off against any remaining salary the amount of reimbursement for courses taken in the preceding college quarter or semester.
7. The maximum number of hours per teacher is ten (10) semester hours or fifteen (15) quarter hours upon the initial request. A teacher may apply for additional consideration if the total maximum hours are not committed by June 1 each year.
8. A payment will be made in reimbursement of the actual cost of tuition to the teacher per hour up to \$250 per semester hour or \$167 per quarter hour.
9. Payment of full tuition and lab fees (when required) will be reimbursed when the administration or Board requests the teacher to enroll in a particular course.
10. After all tuition reimbursement funds have been expended by June 1 for tuition expenses for eligible teachers one time, the cost of license renewal and background checks shall be reimbursed on a percentage basis.
11. The Board's total cost under this section (F) will not exceed \$75,000 each fiscal year (FY22-FY24) for the duration of the contract.

## G. STATE TEACHERS RETIREMENT SYSTEM (STRS) PICKUP

1. Consistent with the provisions of Internal Revenue Service Rulings 77- 462, 81-35, and 81-36, effective for earnings after July 1, 1984, the Board shall pick up each teacher's mandatory contributions to the State Teachers Retirement System of Ohio (STRS), provided that no teacher's total salary is increased by such pickup nor is the Board's total contribution to STRS increased thereby.
2. The dollar amount to be designated as "picked up" by the Board:
  - a. shall equal the then current percentage amount of the teacher's mandatory STRS contribution;
  - b. shall be credited by STRS as employee contributions under authority of Ohio Attorney General Opinion 82-097;
  - c. shall not be reported by the Board as subject to current federal and state income taxes;
  - d. shall be reported by the Board as subject to city income taxes;
3. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the "pickup" in combination with other tax deferred compensation plans.
4. If the foregoing "pickup" provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board, the Treasurer, and other Board employees will be held harmless by the Association and this Article of the Agreement shall be declared null and void.

## H. INSURANCE

### 1. General Provisions

The Board shall distribute information in booklet or summary form on the specific coverage of insurance when and as such literature is available from the insurer to teachers. The Board shall provide the Association with a copy of all contracts and insurance policies regarding insurance for bargaining unit members upon request.

### 2. Life Insurance

The Board shall provide and pay the full cost of group term life insurance for all full-time teachers in the amount of \$35,000. A teacher may opt to purchase additional life insurance coverage in accordance with the insurer's policy through payroll deduction at his or her expense.

### 3. Group Hospital, Surgical, Major Medical Insurance

The board shall provide group hospitalization and major medical insurance at a shared cost to both the board and the employee for all full-time teachers and their eligible dependents. Spouses of covered employees who are eligible for other health insurance coverage through their employer or Medicare are required to enroll for at least single

coverage where such availability for coverage exists. The district is currently a member of the Pickaway County Public Employee Benefits Consortium. The Board shall contribute for those unit members enrolling in the dependent coverage eighty percent (80%) of the dependent coverage cost. The Board shall contribute for those unit members enrolling in the single coverage ninety percent (90%) of the single coverage cost.

As of July 1, 2019 all employed couples will pay twenty percent (20%) of the single coverage premium, to be deducted from the most senior spouse's paycheck.

Couples employed, prior to July 1<sup>st</sup> 2019, who were paying 10% of a single coverage premium, will continue to pay the ten percent (10%) premium.

#### Insurance Opt-Out-Payment

The medical insurance opt-out payment will be \$5,000 for **CY 22 through CY24** if the number of teachers receiving said benefit is equal to or greater than twenty (20). If the number of teachers electing said payment drops below twenty (20), the payment in lieu of insurance will be \$3,000. Requests for payment in-lieu of insurance, shall be submitted by employees to the treasurer by the 15<sup>th</sup> of December. Payments will be made with the last regular payroll in December. This request for payment will coincide with the district's insurance open enrollment period.

#### 4. Specifications:

The specifications of the health insurance plan are included at the end of this document in Appendix D.

It is in the joint interest of teachers, the Association and the Board to contain the escalating cost of health care and the resulting insurance cost increases. The parties agree to establish a continuing joint Insurance Committee (health, dental, vision) with three (3) members appointed by the Superintendent and three (3) members appointed by the President of the Association. This committee will examine insurance costs and benefits, and will report their findings annually to the Association and the Board and assist in educating the staff as the insurance industry costs and standards change. If the district insurance goes through an RFP process and, in conjunction with CEA, it is favorable to both parties to discuss a change then this contract can be reopened to discuss insurance. No changes will be made in current benefits without the agreement of the Association and the Board.

#### 5. Dental Insurance

The board shall provide dental insurance at a shared cost to both the board and the employee for all full-time teachers and their eligible dependents. The Board shall contribute for those unit members enrolling in the dependent coverage eighty percent (80%) of the dependent coverage cost. The Board shall contribute for those unit members enrolling in the single coverage ninety percent (90%) of the single coverage cost.

All employed couples will pay ten percent (10%) of the single coverage premium, to be deducted from the most senior spouse's paycheck.



6. Vision Insurance

The board shall provide vision insurance at a shared cost to both the board and the employee for all full-time teachers and their eligible dependents. The Board shall contribute for those unit members enrolling in the dependent coverage eighty percent (80%) of the dependent coverage cost. The Board shall contribute for those unit members enrolling in the single coverage ninety percent (90%) of the single coverage cost.

All employed couples will pay ten percent (10%) of the single coverage premium, to be deducted from the most senior spouse's paycheck.

7. Implementation

The Board, in its sole discretion, may determine the methods and means by which these benefits are implemented, after meeting and conferring with Association representatives. However, in all cases, the agreed upon P.P.O. benefits/coverages (including, but not limited to, those delineated in the contract) shall be used as the new baseline and all future benefits/coverages shall be equal to or greater than this baseline at the time of ratification. (See Appendix F) Both parties shall agree on a neutral health insurance expert to determine disputes over health insurance coverage. His or her decision shall be final.

8. Leaves of Absence

A teacher on an unpaid leave of absence may continue group insurance coverage by paying the entire monthly premium to the Treasurer.

9. Part-time Status

Teachers with a regular part-time schedule shall be entitled to the benefits of this Section (H) on a pro rata basis.

10. Teacher Liability

The Board shall defend and indemnify teachers for liability arising out of their employment pursuant to and with the conditions and limitations established by state law. This item shall not be subject to grievance arbitration under this Agreement.

I. MILEAGE REIMBURSEMENT

Reimbursement for mileage when using personal vehicles for travel within the district will be reimbursed per board policy.

J. SEVERANCE PAY

1. For retirement purposes only, a teacher with ten (10) or more years of service to the Circleville City Schools Board of Education shall, at the time of retirement, be paid in cash for 23.75% of the value for each day of his or her accrued but unused sick leave credit up to a maximum number of 262 accrued sick leave days. Normal rounding estimates will be used (.0 to 0.49 days, rounded down to closest whole number; 0.50 to 0.99, rounded up to closest whole number) and final number of days returned to cash will not exceed 62 days.
2. The payment shall be based on the teacher's per diem rate at the time of retirement, if during the school year, or at the per diem rate for the prior school year. Such payment will eliminate all sick leave credit accrued but unused by the teacher at the time

payment is made. A teacher will receive payment upon retirement when submission of receipt of benefit is turned into the Treasurer, for the next payroll period.

3. A teacher shall be deemed to have "retired" under this Article when he or she has been approved for service retirement by the Board of the State Teachers' Retirement System.

#### K. OTHER COMPENSATION

1. Teachers who attend formal academic intervention meetings (e.g. IEP, 504, AIT) outside their scheduled work day shall be paid at the extra time hourly rate (\$28 per hour) for up to one hour per meeting.
2. Volunteer extra responsibilities such as tutoring, home instruction, Extra Mile etc. are paid at the extra time rate of \$28 per hour.

#### L. CLASSROOM COVERAGE BY BARGAINING UNIT MEMBERS

1. The purpose of this policy is to establish guidelines which insure minimal interruption of the educational process for students when unit members are absent from their normal teaching duties and assignments. This policy covers when unit members volunteer or are assigned by their building principals to perform teaching duties during their normal conference/planning time or are required to absorb additional students into their class for the day (absorption).
2. Each building principal will first attempt to secure substitutes for all classroom teachers who are absent from their assignments. Assignments of additional students to unit members will be made as a last resort to provide the most educationally sound solution to the absence of the unit member. Unit members will not be assigned to substitute during their conference/planning time more than twice per semester unless the building principal declares that an emergency exists.
3. Unit members who cover another class by administrative request, during their conference/planning period will be compensated at a rate of \$28 per hour. Unit members should submit a "green sheet" to be compensated for such events. Covering for a teacher during planning time would not fall under the absorption events. **Note:** If a teacher agrees to cover a co-worker's class, so a co-worker may leave early, the teacher covering the class will do this as a professional courtesy and will not be compensated.
4. Unit members assigned to Circleville Elementary School, and affected by absorption, shall receive compensation of two hundred fifty dollars (\$250.00) on the second paycheck each December. This payment will compensate unit members for the first ten (10) occurrences of absorbing students. Starting with the 11<sup>th</sup> occurrence, for that member, the unit member shall fill out a green sheet and be compensated at the tutor rate (\$28/hour or \$14 per half hour, not inclusive of the 30-minute duty free lunch). Building administration, in collaboration with unit members, will come up with a system of tracking each individual occurrence of absorption.
  - a. At the beginning of each school year building administration, in collaboration with unit members, will come up with an "absorption plan" for each individual grade level, including each teacher that will be affected by absorption and compensated the \$250 in December.

- b. Building administration will make every effort to notify a grade level of the possibility of absorption at least 30 minutes prior to the start of the student day.
- c. An event is considered any amount of absorption within one school day.

#### M. SUMMER SCHOOL PAY

Unit members who serve as summer school teachers shall be paid at the Extra Time hourly rate of \$28.

#### N. PLACEMENT ON THE SALARY SCHEDULE

A newly hired teacher has one year from the date the Board approved the employment to raise objections to his or her placement on the steps and columns of the salary schedule. If a teacher does raise a valid objection during that one-year, the teacher will receive back pay to the beginning of his or her employment. After that one-year period no teacher may challenge or object to his or her placement on the schedule with the following exception: a teacher may challenge placement based only on the District making a math or clerical mistake, with the correction to be prospective only. Objections must be raised by filing a written grievance.

Teachers who have been employed by the district for longer than one year shall raise objections to his or her placement on the steps and columns of the salary schedule by submitting written notice by January of the school year the teacher becomes aware of the error. If a teacher does raise a valid objection by January 31 during the school year she/ he learns of the error, the teacher will receive back pay to the beginning of that year. No back pay shall be owed or payable for any previous school year.

## ARTICLE IX

### GRIEVANCE PROCEDURES

#### A. GRIEVANCE DEFINED

A grievance is an alleged violation, misinterpretation, or misapplication of a specific and express term of this Agreement.

#### B. GENERAL PROVISIONS

1. A representative of the teacher's choice may be used by any grievant involved at any level of this procedure.
2. No record, document, or communication arising from a grievance shall be placed in the personnel file of any participants involved in the procedure herein described. No reprisal shall be made against any party involved in the use of this grievance procedure.
3. If a grievance appears to arise from the action or inaction of an authority higher than the principal or immediate supervisor, if it affects a group or class of unit members, or if it affects the Association, it may be initiated at the lowest level at which relief can be provided for the grievance, but not above Level Two.
4. An individual or group grievance may be initiated by the teacher or group of teachers so aggrieved or by the Association.
5. All meetings and hearings held pursuant to this procedure shall be conducted at a time and place which will afford a fair opportunity for all parties to attend but shall not conflict with the school day.
6. The Association President or his/her designee shall receive a copy of all formal grievances filed, all written communications between parties regarding grievances being processed (including notification of the time and place of all grievance meetings), and all written decisions. At all meetings under this procedure, the appropriate administrator(s), the grievant(s) and the Association representative(s) shall be included.
7. A grievance may be withdrawn at any level without prejudice or record.
8. This grievance procedure is the exclusive remedy for any matter which could be presented by a teacher or the Association as a grievance under this Article; provided, however, that either party may seek to have an arbitration award enforced, modified or vacated in accordance with Ohio Rev. Code Ch. 2711.

#### C. TIME LIMITS

- 1 During the adopted school year, "days" shall mean school days. During the summer vacation, such days shall mean weekdays (Monday through Friday) excluding legal holidays.

2. The number of days indicated at each level is considered a maximum. The time limits specified, however, may be extended by written agreement of the grievant and the appropriate administrator.
3. If the grievant fails to file a written grievance or to appeal a grievance to the next step by the specified deadline, then the grievance shall be considered waived.
4. Failure of the administration to hold a meeting or to respond within the specified time limits shall entitle the grievant to appeal to the next step.
5. A written grievance, at whichever level it is filed, must be submitted to the appropriate administrator within thirty (30) calendar days of the occurrence of the act or condition on which the grievance is based.

#### D. PROCEDURE

##### 1. Informal Discussion

A teacher having a grievance shall first discuss it with his/her immediate supervisor or principal.

##### 2. Level One

- a. If a grievant is not satisfied with the result of informal discussion, the grievance and relief sought will be reduced to writing. The Association shall be available to assist any unit member in preparing the proper and complete information necessary to expedite the grievance. The written grievance shall be initiated by submitting it to the immediate supervisor or principal.
- b. Within five (5) days of receipt of the written grievance, the immediate supervisor or principal shall meet with the grievant.
- c. Within five (5) days following the meeting, the appropriate administrator shall render a written disposition. Said disposition shall be submitted to the grievant.

##### 3. Level Two

- a. If the grievant is not satisfied with the disposition at Level One, the grievance may be appealed by submitting it to the Superintendent, within five (5) days of the grievant's receipt of the Level One disposition.
- b. Within five (5) days of receipt of the written grievance, the Superintendent shall meet with the grievant. Within five (5) days following the meeting, the Superintendent shall render a written disposition and send a copy of it to the grievant.

##### 4. Level Three

If the grievant is not satisfied with the Superintendent's disposition of the grievance, he or she may file a written appeal of the grievance with the Treasurer within five (5) days of the Superintendent's response. At a regular or special meeting of the Board of Education within thirty (30) calendar days of the filing of the appeal to the Board, the

Board of Education shall meet with the grievant and Association representative in executive session for the grievant to explain his or her position and to argue in favor of a particular disposition of the grievance. Within ten (10) days of that meeting, the Board of Education shall send the grievant its written response to the grievance.

5. Level Four

- a. If the Association is not satisfied with the Level Three disposition of the grievance, it may appeal to arbitration by filing written notice of appeal with the Treasurer within seven days of receipt of notice of the Board's response. The parties promptly shall request a list with the names of seven arbitrators from the American Arbitration Association. The parties shall select the arbitrator by the alternate strike method, with each party first having an opportunity to request a second list.
- b. The arbitrator shall schedule the hearing with the mutual agreement of the parties. The hearing shall not be scheduled in conflict with the student attendance day. The hearing shall be held in a suitable location in Circleville that does not charge a fee for use of the room or facility, if available. If not, then AAA shall designate the site at reasonable cost to the parties. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his/her award. His/her award shall be final and binding on the parties. In reaching his/her decision and in his/her award, the arbitrator shall limit himself/herself to the grievance presented, and shall not add to, subtract from, alter, modify, or ignore any of the provisions of this written Agreement. The costs of using an arbitrator shall be borne equally by the parties.

## ARTICLE X

### EMPLOYMENT OF STRS RETIREES

- A. This article governs the terms and conditions of employment of any superannuate or "other system retirant" (as those terms are statutorily defined for purposes of Ohio Revised Code, Section 3307.35) whom the Board may regularly employ in a position that falls within the description of the bargaining unit appearing in Article I, Section A. of this Agreement. Except as otherwise specified below, any such employee will become a bargaining unit member upon employment and be subject to the provisions of this Agreement.
1. For initial placement purposes on the teachers' salary schedule, the employee will receive horizontal and vertical credit in accordance with the normal rules, with the further understanding that in no event will the employee receive more than five (5) years of vertical credit unless otherwise specified by the Superintendent case by case but no more than ten (10) years service credit. The employee then will receive service credit for each year of service thereafter per the normal rules, not to exceed five (5) additional years, for a maximum of ten (10) years service credit on the salary schedule.
  2. The employee will receive a one-year limited contract of employment (if employed after the start of the school year, such contract will be for the remainder of that school year). If subsequently reemployed, the employee will be awarded successive one-year limited contracts. In no event will the employee qualify for a continuing contract or a multi-year limited contract.
  3. Any limited contract received under subparagraph 2. above will automatically non-renew. The procedures appearing in Ohio Revised Code, Section 3319.11, including the post-non-renewal procedures appearing in Section 3319.11 (G), and the procedures of Article V, Section A, of this Agreement, shall not apply to any such contract non-renewal.
  4. Upon initial employment, the employee will be credited with zero (0) years of seniority. If the unit member is subsequently reemployed, the unit member shall not advance in seniority.
  5. The employee will in no event qualify for payment for university or college expenses reimbursement under Article VIII, Section F. or severance pay under Article VIII, Section J. of this Agreement.
- B. The provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement or in any part of the Ohio Revised Code.

## ARTICLE XI

### MASTER TEACHER

The Circleville City School District supports the professionalization of teaching. The Master Teacher Program is a way to recognize and honor teachers who go above and beyond expectations.

Circleville City Schools will:

1. Establish the Master Teacher (MT) Committee and indicate it is for the purpose of verifying eligible teachers in the district for Master Teacher using the Ohio Department of Education criteria and to score MT evidence-based portfolios.
2. It is recommended the committee will consist of the Curriculum Director, (1) administrator appointed by the superintendent and (3) Master Teachers and/or National Board Certified Teachers appointed by the CEA.
3. The MT Committee will approve MT applications; receive information about the annual Pickaway County Master Teacher Academy; and participate in MT portfolio scoring day.
4. MT committee members will serve for 1 year.
5. The MT Committee is separate from all evaluation and employment decisions.
6. The MT Committee will receive training to perform their portfolio scoring responsibilities.
7. The MT Committee will be provided release time to score Master Teacher portfolios.
8. The MT Committee will have adequate resources (space, equipment, support services, etc.) to do the job.

A Master Teacher strives for distinguished teaching and continued professional growth as specified by the Ohio Standards for the Teaching Profession. The Master Teacher program creates a resource of teacher leaders to advance the profession and encourages high quality teachers to remain in the classroom. Master Teachers demonstrate excellence inside and outside of the classroom through consistent leadership and focused collaboration to maximize student teaching.

A Master Teacher will receive a \$1,000 incentive awarded at the beginning of the school year following the successful designation of Master Teacher (renewable every five years by successful re-submission of a portfolio.)



ARTICLE XII

IMPLEMENTATION AND DURATION

- A. This Agreement shall be effective from July 1, 2022 through June 30, 2024.
- B. The Board and the Association acknowledge that during negotiations resulting in this Contract, each party had the right and the opportunity to make demands and proposals with respect to any matter and that this Contract was arrived at by the parties after the exercise of that right and opportunity. The Board and the Association agree that neither party shall be obligated to negotiate with respect to any subject or matter specifically referred to or covered in this Contract.
- C. This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing and ratified by the parties hereto.
- D. Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of teachers and the terms of this Agreement prevail over any state statute to the contrary. If any specific provision of this Agreement is invalidated by court ruling or subsequent change in the law, the rest of this Agreement shall remain in effect and the parties shall, upon written request of the other, negotiate in good faith regarding any necessary change in this Agreement. Such negotiations shall begin within thirty (30) days or any mutually extended time.
- E. There shall be three (3) signed copies of this Agreement. One (1) copy shall be retained by the Board and one (1) by the Association, and one (1) delivered to the State Employment Relations Board. The Board shall make District personnel policies available to each teacher and new or revised policies as they are adopted.

THE CIRCLEVILLE CITY SCHOOL  
DISTRICT BOARD OF EDUCATION

THE CIRCLEVILLE EDUCATION  
ASSOCIATION/OEA/NEA LOCAL

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

*\*Both the scoring report and evidence report will be updated to match the new OTES 2.0 standards. The team updating these documents will be comprised of members approved by Circleville City Schools administration and CEA.*

### CIRCLEVILLE CITY SCHOOLS CIRCLEVILLE, OHIO

#### STANDARDS OF PROFESSIONAL PERFORMANCE

Teacher \_\_\_\_\_ A = Accomplished \_\_\_\_\_ (4)  
 School \_\_\_\_\_ S = Skilled \_\_\_\_\_ (3)  
 Grade \_\_\_\_\_ B = Developing \_\_\_\_\_ (2)  
 Subject \_\_\_\_\_ I = Ineffective \_\_\_\_\_ (1)  
 Date(s) of Observation \_\_\_\_\_  
 Administrator \_\_\_\_\_

#### A. ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING

|   | A | S | D | I |
|---|---|---|---|---|
| A.1. The teacher is familiar with relevant aspects of students' background knowledge and experiences.   |   |   |   |   |
| A.2. The teacher articulates (establishes) clear learning goals for the lesson that are appropriate for the students.   |   |   |   |   |
| A.3. The teacher demonstrates an understanding of the connections between the content that was learned previously, the current content, and the content that remains to be learned in the future.         |   |   |   |   |
| A.4. The teacher creates or selects methods, learning activities, and instructional materials or other resources that are appropriate for the students and that are aligned with the goals of the lesson. |   |   |   |   |
| A.5. The teacher creates or selects assessment strategies that are appropriate for the students and that are aligned with the goals of the lesson.  |   |   |   |   |

Administrator's comments and recommendations:

Teacher's comments, reflections and/or response:

## B. CREATING AN ENVIRONMENT FOR STUDENT LEARNING

|  | A | S | D | I |
|--|---|---|---|---|
| B.1. The teacher creates a climate that promotes fairness.                                   |   |   |   |   |
| B.2. The teacher establishes and maintains rapport with _____ students.                      |   |   |   |   |
| B.3. The teacher communicates challenging learning _____ expectations to each student.       |   |   |   |   |
| B.4. The teacher establishes and maintains consistent _____ standards of classroom behavior. |   |   |   |   |
| B.5. The teacher makes the physical environment safe and _____ conducive to learning.        |   |   |   |   |

Administrator's comments and recommendations:

Teacher's comments, reflections and/or response:

## C. TEACHING FOR STUDENT LEARNING

|   | A | S | D | I |
|---|---|---|---|---|
| C.1. The teacher makes learning goals and instructional _____ procedures clear to students.   |   |   |   |   |
| C.2. The teacher makes content comprehensible to students.  |   |   |   |   |
| C.3. The teacher encourages students to extend their thinking.  |   |   |   |   |
| C.4. The teacher monitors students' understanding of content _____ through a variety of means, providing feedback to _____ students to assist learning, and adjusting learning _____ activities as the situation demands. |   |   |   |   |
| C.5. The teacher uses instructional time effectively.   |   |   |   |   |

Administrator's comments and recommendations:

Teacher's comments, reflections and/or response:

**D. TEACHER PROFESSIONALISM**

|   | <b>A</b> | <b>S</b> | <b>D</b> | <b>I</b> |
|---|----------|----------|----------|----------|
| D.1. The teacher reflects on the extent to which the learning goals were met.   |          |          |          |          |
| D.2. Demonstrating a sense of efficacy.   |          |          |          |          |
| D.3. The teacher builds professional relationships with colleagues in order to share teaching insights and/or coordinate learning activities (teacher may present physical evidence). |          |          |          |          |
| D.4. The teacher communicates with parents or guardians about student learning (teacher may present physical evidence).   |          |          |          |          |

Administrator's comments and recommendations:

Teacher comments, reflections and/or response:

**E. DISTRICT LEVEL CRITERIA**

|  | <b>A</b> | <b>S</b> | <b>D</b> | <b>I</b> |
|--|----------|----------|----------|----------|
| E.1. The teacher's attendance is punctual and adheres to district adopted guidelines.  |          |          |          |          |
| E.2 The teacher participates and attends required in-services and meetings.  |          |          |          |          |
| E.3. The teacher sets and regularly modifies short- and long-term professional development goals based on self assessment and analysis of student learning evidence. |          |          |          |          |

Administrator's comments and recommendations:

Teacher comments, reflections and/or response:

RECOMMENDATION TO SUPERINTENDENT

If a decision were to be made at this time and in consideration of overall performance to date, I recommend this person to the Superintendent for consideration for reemployment as follows:  
(Check appropriate block)

Yes, without reservation

Yes, with reservation

No

No determination at this time.

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

(The teacher's signature acknowledges only that he/she has reviewed this document.)

CIRCLEVILLE CITY SCHOOLS  
Circleville, Ohio

**EVIDENCE REPORT**

Teacher \_\_\_\_\_ School \_\_\_\_\_

Grade \_\_\_\_\_ Subject \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Visit Number \_\_\_\_\_ Number of Students \_\_\_\_\_

**A. ORGANIZING CONTENT KNOWLEDGE FOR STUDENT LEARNING**

~~A.1. Teacher is familiar with students' background knowledge and experiences.~~

\_\_\_\_\_  
\_\_\_\_\_

~~A.2. Teacher articulates clear learning goals that are appropriate for the students.~~

\_\_\_\_\_  
\_\_\_\_\_

~~A.3. Teacher demonstrates connections among past, current, and future content.~~

\_\_\_\_\_  
\_\_\_\_\_

~~A.4. Teacher creates or selects appropriate/aligned methods, learning activities, and materials or resources.~~

\_\_\_\_\_  
\_\_\_\_\_

~~A.5. Teacher creates or selects strategies appropriate/aligned with the goals of the lesson.~~

\_\_\_\_\_  
\_\_\_\_\_

**B. CREATING AN ENVIRONMENT FOR STUDENT LEARNING**

B.1. Teacher creates a climate that promotes fairness

B.2. Teacher establishes and maintains rapport with students

B.3. Teacher communicates expectations to each student

B.4. Teacher establishes and maintains consistent standards of classroom behavior.

B.5. Teacher makes physical environment safe and conducive to learning.

**C. TEACHING FOR STUDENT LEARNING**

C.1. Teacher makes goals and procedures clear to students.

C.2. Teacher makes content comprehensible to students.

C.3. Teacher encourages students to extend their thinking.

C. TEACHING FOR STUDENT LEARNING - CONT'D.

C.4. Teacher monitors understanding, provides feedback and adjusts activities.

C.5. Teacher uses instructional time effectively

Comments

D. TEACHER PROFESSIONALISM

D.1 The teacher reflects on the extent to which the learning goals were met

D.2 Demonstrating a sense of efficacy

D.3 The teacher builds professional relationships with colleagues in order to share teaching insights and/or coordinate learning activities (teacher may present physical evidence).

D.4 The teacher communicates with parents or guardians about student learning (teacher may present physical evidence).



**E. DISTRICT LEVEL CRITERIA**

**E.1 Attendance is punctual and adheres to district adopted guidelines.**

\_\_\_\_\_

\_\_\_\_\_

**E.2 Participates and attends required in-services and meetings.**

\_\_\_\_\_

\_\_\_\_\_

**E.3. The teacher sets and regularly modifies short- and long-term professional development goals based on self-assessment and analysis of student learning evidence.**

\_\_\_\_\_

\_\_\_\_\_

**Conference Date** \_\_\_\_\_

\_\_\_\_\_

(Administrator) (Date)

\_\_\_\_\_

(Teacher) (Date)

CIRCLEVILLE CITY SCHOOLS  
NOTICE OF DEFICIENCY

Name of Teacher \_\_\_\_\_ Date \_\_\_\_\_

During this classroom observation, the following deficiency was noted : \_\_\_\_\_

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PLAN OF ACTION

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---

---

Specific Recommendations

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---

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Assistance

---

(Signature of Teacher)

---

(Signature of Administrator)

---

(Date)

Results

---

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| <b>INSTRUCTIONAL PLANNING: FOCUS FOR LEARNING</b>   |  |   |   |  |
|---|--|---|---|--|
| <b>(Standard 1: Students, Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction)</b>   |  |   |   |  |
| <b>Possible Sources of Evidence: pre-conference, artifacts, portfolios, analysis of student data, lesson plans, student surveys, common assessments</b>           |  |   |   |  |
|   | <b>I</b>   | <b>D</b>  | <b>S</b>  | <b>A</b>   |
| <b>Use of High Quality Student Data</b><br><br><b>Element 1.1</b><br><b>Element 1.2</b><br><b>Element 1.3</b><br><b>Element 3.3</b>                               | The teacher does not use high-quality student data to develop measurable and developmentally appropriate student growth goal(s). | The teacher uses one source of high-quality student data and attempts to analyze patterns to develop measurable and developmentally appropriate student growth goal(s). The analysis may be incomplete or inaccurate. | The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s). | The teacher thoroughly and correctly analyzes trends and patterns in at least two sources of high-quality student data to develop measurable and developmentally appropriate student growth goal(s) and monitors student progress toward goal(s).<br><br>The teacher plans for the facilitation of developmentally appropriate student data collection and strategies to assist in student goal setting and progress monitoring.   |
| <b>Connections to Prior and Future Learning</b><br><br><b>Element 1.2</b><br><b>Element 2.1</b><br><b>Element 2.2</b><br><b>Element 2.4</b><br><b>Element 2.5</b> | The teacher plans lessons that demonstrate no connections to student prior learning or future learning.                          | The teacher plans lessons that attempt to make connections with student prior learning or future learning. These connections are not clear.   | The teacher plans lessons that intentionally make clear and coherent connections with student prior learning and future learning and includes strategies that communicate the connections to students.  | The teacher plans lessons that intentionally make clear and coherent connections with student prior and future learning and includes strategies that communicate the connections to students - among lesson content, other disciplines and/or real-world experiences. The teacher plans lessons that use the input and contributions of families, colleagues and/or other professionals to understand each student's prior knowledge while supporting the student's development. |
| <b>Connections to State Standards and District Priorities</b><br><br><b>Element 2.3</b><br><b>Element 4.1</b><br><b>Element 4.7</b>                               | The teacher's instructional plan does not reference Ohio's Learning Standards.   | The teacher's instructional plan references Ohio's Learning Standards, but goals and activities do not align with student needs, school and district priorities or the standards.                                     | The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards.                                | The teacher's instructional plan incorporates activities, assessments and resources, including available technology, that align with student needs, school and district priorities, and Ohio's Learning Standards. The teacher participates in studying and evaluating advances in content and/or provides input on school and district curriculum.  |

| <b>INSTRUCTIONAL PLANNING: KNOWLEDGE OF STUDENTS</b>  |   |   |   |  |
|---|---|---|---|--|
| <b>(Standard 1: Students, Standard 4: Instruction, Standard 6: Collaboration and Communication)</b>   |   |   |   |  |
| <b>Possible Sources of Evidence: analysis of student data, pre-conference, artifacts, student surveys</b>   |   |   |   |  |
|   | <b>I</b>  | <b>D</b>  | <b>S</b>  | <b>A</b>   |
| <b>Planning Instruction For the Whole Child</b><br><br><b>Element 1.2</b><br><b>Element 1.4</b><br><b>Element 1.5</b><br><b>Element 4.2</b><br><b>Element 4.4</b><br><b>Element 6.4</b> | The teacher's instructional plan makes no connections to and the teacher is not familiar with student experiences, culture, developmental characteristics or backgrounds. | The teacher's instructional plan makes minimal connections to student experiences, culture, developmental characteristics or student backgrounds. | The teacher's instructional plan reflects connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, talents, backgrounds, skills, language proficiency and interests. | The teacher's instructional plan reflects consistent connections to student experiences, culture and developmental characteristics. These may include prior learning, abilities, strengths, needs, individual talents, backgrounds, skills, language proficiency and interests. The instructional plan draws upon input from school professionals and outside resources. |

**INSTRUCTION & ASSESSMENT: LESSON DELIVERY**

**(Standard 2: Content, Standard 3: Assessment, Standard 4: Instruction, Standard 5: Learning Environment, Standard 6: Collaboration and Communication)**  
**Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walkthroughs/informal observations, peer review**

|  | <b>I</b>  | <b>D</b>   | <b>S</b>  | <b>A</b>  |
|--|---|--|---|---|
| <b>Communication with Students</b><br><br><b>Element 2.2</b><br><b>Element 4.3</b><br><b>Element 4.6</b><br><b>Element 6.1</b>                     | <p>The teacher does not communicate learning goals and expectations for mastery and does not model exemplary performance to students. Students cannot discern learning goals. Differentiated learning goals are not used.</p> <p>The teacher does not demonstrate content knowledge by using content-specific, developmentally appropriate language or content-specific strategies. There is no student engagement.</p> <p>The teacher does not give students feedback.</p> | <p>The teacher inconsistently communicates learning goals, expectations for mastery and models of exemplary performance to students. There is limited use of differentiated learning goals.</p> <p>The teacher demonstrates some content knowledge by using limited content-specific, developmentally appropriate language and limited content-specific strategies. Students demonstrate little engagement in the lesson.</p> <p>Feedback to students is general, occasional or limited and may not always support student learning.</p> | <p>The teacher is consistent and effective in communicating appropriate, needs-based, differentiated learning goals, expectations for mastery and models of exemplary performance to students.</p> <p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques check for understanding and encourage higher-level thinking.</p> <p>The teacher gives students substantive, specific and timely feedback to support their learning.</p> | <p>The teacher is consistent and effective in communicating differentiated learning goals (such as needs based, interest based, strength based), expectations for mastery and models of exemplary performance to students through multiple communication techniques.</p> <p>The teacher consistently demonstrates content knowledge by using content-specific, developmentally appropriate language and content-specific strategies to engage students. The teacher's communication strategies and questioning techniques engage students in higher-level and creative thinking and stimulate student-to-student interactions.</p> <p>The teacher gives students substantive, specific and timely feedback to support individual student learning. The teacher gives students opportunities to engage in self-assessment, provide feedback to each other and reflect on their own strengths and challenges.</p> |
| <b>Monitoring Student Understanding</b><br><br><b>Element 3.2</b><br><b>Element 3.3</b>  | <p>The teacher fails to monitor and address student confusion and misconceptions.</p>   | <p>The teacher inconsistently monitors or incorrectly addresses student confusion and misconceptions.</p>  | <p>The teacher consistently monitors and addresses common student confusion and misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.</p>   | <p>The teacher consistently monitors, addresses, articulates and anticipates individual student confusion or misconceptions by presenting information in multiple formats and clarifying content as he or she sees challenges.</p>  |
| <b>Student Centered Learning</b><br><br><b>Element 3.5</b><br><b>Element 4.5</b><br><b>Element 4.6</b><br><b>Element 5.3</b><br><b>Element 5.4</b> | <p>Learning is entirely teacher directed. Students are not participating in learning activities.</p> <p>There are no opportunities for student choice about what will be learned and how learning will be demonstrated. There is no evidence of differentiated instructional strategies or resources.</p>   | <p>Learning is primarily teacher directed. Students participate in whole class learning activities.</p> <p>There are few opportunities for student choice about what will be learned and how learning will be demonstrated. The teacher uses limited differentiated instructional strategies or resources.</p>   | <p>Learning is a balance between teacher-directed instruction and student directed interaction as students apply their knowledge and skills as developmentally appropriate. The teacher effectively combines collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher gives opportunities for student choice about student learning paths or ways to demonstrate their learning. Teacher uses differentiated instructional strategies and resources for groups of students.</p>  | <p>Learning is primarily self-directed with the teacher in the role of facilitator encouraging students to apply their knowledge and skills as developmentally appropriate. The teacher encourages students to persist in the learning tasks. The teacher effectively combines independent, collaborative and whole class learning opportunities to maximize student learning.</p> <p>Teacher routinely promotes opportunities for students to actively take part in developing goals toward mastery, and students are responsible for deciding how to demonstrate their learning. Instructional strategies, pacing and resources are differentiated to make the lesson accessible and challenging for all students, while supporting the various learning needs of individual students.</p>  |

**INSTRUCTION & ASSESSMENT: CLASSROOM ENVIRONMENT**

(Standard 1: Students, Standard 5: Learning Environment)

Possible Sources of Evidence: pre-conference, post-conference, formal observation, classroom walkthroughs/informal observations, peer review, student surveys

|   | <b>I</b>   | <b>D</b>   | <b>S</b>  | <b>A</b>  |
|---|--|--|---|---|
| <p><b>Classroom Routines and Procedures</b></p> <p><b>Element 5.5</b></p>   | <p>The teacher has not established routines and procedures. Effective transitions are not evident, resulting in a significant loss of instructional time and frequent off-task behavior.</p>   | <p>The teacher establishes routines and procedures but uses them inconsistently. Transitions are sometimes ineffective, resulting in a loss of instructional time. Off-task behavior is sometimes evident. The teacher makes decisions about classroom operations.</p>   | <p>The teacher consistently uses routines, procedures and transitions that effectively maximize instructional time. On-task behavior is evident. Students assume appropriate levels of responsibility for effective operation of the classroom.</p>   | <p>The teacher and students have collaboratively established consistent use of routines, procedures and transitions that are effective in maximizing instructional time. On-task behavior is evident and ensured by students. Students initiate responsibility for effective operation of the classroom.</p>  |
| <p><b>Classroom Climate and Cultural Competency</b></p> <p><b>Element 1.4</b><br/><b>Element 5.1</b><br/><b>Element 5.2</b></p> | <p>There is no evidence of rapport or expectations for respectful, supportive and caring interactions with and among students and the teacher. There is no demonstration of regard for student perspectives, experiences and culture. The teacher does not address needs related to student sense of well-being.</p> | <p>There is some evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is inconsistent demonstration of regard for student perspectives, experiences and culture. The teacher is aware of needs related to student sense of well-being but does not address them effectively.</p> | <p>There is consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher. There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being.</p> | <p>The teacher intentionally creates a classroom environment that shows consistent evidence of rapport and expectations for respectful, supportive and caring interactions with and among students and the teacher.</p> <p>There is demonstration of regard for student perspectives, experiences and culture. The teacher models expectations and behaviors that create a positive climate of openness, respect and care. The teacher anticipates and effectively addresses needs related to student sense of well-being. The teacher seeks and is receptive to the thoughts and opinions of individual students and the class. When appropriate, the teacher includes other school professionals and/or community resources to ensure all students are recognized and valued.</p> |

**INSTRUCTION & ASSESSMENT: ASSESSMENT OF STUDENT LEARNING**

(Standard 1: Students, Standard 3: Assessment)

Possible Sources of Evidence: pre-conference, formal observation, classroom walkthroughs/informal observations, assessments, student portfolios, post-conference

|   | <b>I</b>   | <b>D</b>  | <b>S</b>  | <b>A</b>  |
|---|--|---|---|---|
| <p><b>Use of Assessments</b></p> <p>Element 3.1<br/>Element 3.2<br/>Element 3.3<br/>Element 3.4</p> | <p>The teacher does not use varied assessments.</p> <p>The teacher fails to analyze data and makes little or no attempt to modify instruction to meet student needs.</p> <p>The teacher does not share evidence of student learning with students.</p> | <p>The teacher makes limited use of varied assessments.</p> <p>The teacher attempts to analyze data and modify instruction, though the modifications do not meet student needs.</p> <p>The teacher shares evidence of student learning with students.</p> | <p>The teacher selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.</p> <p>The teacher analyzes patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet the needs of groups of students.</p> <p>The teacher shares evidence of student learning with parents and students to plan instruction to meet student needs.</p> | <p>The teacher intentionally and strategically selects, develops and uses multiple assessments, including routine use of various diagnostic, formative and summative assessments.</p> <p>The teacher offers differentiated assessment choices to meet the full range of student needs. The teacher analyzes data trends and patterns to measure targeted student learning, anticipate learning obstacles, modify instruction and differentiate to meet individual student needs.</p> <p>The teacher shares evidence of student learning with colleagues, parents and students to collaboratively plan instruction to meet individual student needs.</p> |
| <p><b>Evidence of Student Learning</b></p> <p>Element 1.3</p>                                       | <p>The teacher's assessment data demonstrates no evidence of growth and/or achievement over time for most students.</p>  | <p>The teacher uses one source of high-quality student data to demonstrate clear evidence of appropriate growth and/or achievement over time for some students.</p>   | <p>The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of expected growth and/or achievement for most students.</p>   | <p>The teacher uses at least two sources of high-quality student data to demonstrate growth and/or achievement over time, showing clear evidence of above expected growth and/or achievement for most students.</p>   |

**PROFESSIONALISM: PROFESSIONAL RESPONSIBILITIES**  
**(Standard 6: Collaboration and Communication, Standard 7: Professional Responsibility and Growth)**  
**Possible Sources of Evidence: Professional Growth Plan or Improvement Plan, pre-conference, post-conference, artifacts, self-assessment, peer review**

|  | <b>I</b>   | <b>D</b>  | <b>S</b>   | <b>A</b>   |
|--|--|---|--|--|
| <b>Communication and Collaboration with Families</b><br><br><b>Element 6.1</b><br><b>Element 6.2</b> | The teacher does not communicate with students and families.   | The teacher inconsistently or unsuccessfully uses communication and engagement strategies with students and families. These do not contribute adequately to student learning, well-being and development. | The teacher uses effective and appropriate communication and engagement strategies with students and families, resulting in partnerships that contribute to student learning, well-being and development.  | The teacher uses multiple effective and appropriate communication and engagement strategies with individual students and families. These ongoing strategies promote two-way communication, active participation and partnerships that contribute to each student's learning, well-being and development.   |
| <b>Communication and Collaboration with Colleagues</b><br><br><b>Element 6.3</b>                     | The teacher does not communicate and/or collaborate with colleagues.   | The teacher does not communicate and/or collaborate with colleagues.  | The teacher effectively communicates and collaborates with colleagues to examine instructional practice and analyze patterns in student work and student data to identify and implement targeted strategies for improving professional practice. | The teacher initiates effective communication and collaboration with colleagues outside the classroom, resulting in improvements in student learning, individual practice, school practice and/or the teaching profession.   |
| <b>District Policies and Professional Responsibilities</b><br><br><b>Element 7.1</b>                 | The teacher demonstrates a lack of understanding and regard for district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators. | The teacher demonstrates minimal understanding of district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.                                    | The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.   | <p>The teacher demonstrates understanding by following district policies, state and federal regulations, and the Licensure Code of Professional Conduct for Ohio Educators.</p> <p>The teacher exemplifies effective leadership characteristics beyond the classroom. The teacher helps shape policy at the school, district or state level.</p> |
| <b>Professional Learning</b><br><br><b>Element 7.2</b><br><b>Element 7.3</b>                         | The teacher sets short-term and long-term professional goals but fails to monitor progress or take action to meet the goals.   | The teacher sets and monitors short-term and long-term professional goals but fails to take appropriate action to meet the goals.   | The teacher sets short-term and long-term professional goals and monitors progress in meeting them based on self-reflection and data analysis. The teacher takes appropriate action to meet the goals.   | The teacher consistently pursues best practices and sets, monitors and reflects on progress toward meeting short-term and long-term professional goals based on data analysis to improve student learning. The teacher takes appropriate action to meet the goals. The teacher collaborates with colleagues and others to share best practices.  |

## APPENDIX B

APPENDIX B

SALARY INDEX

FY23

| Years | BA     | 5 Years | MA     | MA+25  |
|-------|--------|---------|--------|--------|
| 0     | 1.0000 | 1.0396  | 1.0795 | 1.1246 |
| 1     | 1.0433 | 1.0872  | 1.1342 | 1.1804 |
| 2     | 1.0867 | 1.1348  | 1.1889 | 1.2362 |
| 3     | 1.1300 | 1.1824  | 1.2436 | 1.2920 |
| 4     | 1.1734 | 1.2300  | 1.2983 | 1.3478 |
| 5     | 1.2167 | 1.2776  | 1.3529 | 1.4037 |
| 6     | 1.2601 | 1.3252  | 1.4076 | 1.4595 |
| 7     | 1.3034 | 1.3729  | 1.4623 | 1.5153 |
| 8     | 1.3468 | 1.4205  | 1.5170 | 1.5711 |
| 9     | 1.3901 | 1.4681  | 1.5716 | 1.6269 |
| 10    | 1.4335 | 1.5157  | 1.6263 | 1.6827 |
| 11    | 1.4768 | 1.5633  | 1.6810 | 1.7386 |
| 12    | 1.5202 | 1.6109  | 1.7357 | 1.7944 |
| 13    | 1.5635 | 1.6585  | 1.7903 | 1.8502 |
| 14    | 1.6068 | 1.7061  | 1.8450 | 1.9060 |
| 15    | 1.6068 | 1.7061  | 1.8997 | 1.9618 |
| 20    | 1.6502 | 1.7537  | 1.9544 | 2.0176 |
| 25    | 1.6936 | 1.8014  | 2.0091 | 2.0734 |

### SALARY SCHEDULE

| Years | BA     | 5 Years | MA     | MA+25  |
|-------|--------|---------|--------|--------|
| 0     | 44,625 | 46,392  | 48,173 | 50,185 |
| 1     | 46,557 | 48,516  | 50,614 | 52,675 |
| 2     | 48,494 | 50,640  | 53,055 | 55,165 |
| 3     | 50,426 | 52,765  | 55,496 | 57,656 |
| 4     | 52,363 | 54,889  | 57,937 | 60,146 |
| 5     | 54,295 | 57,013  | 60,373 | 62,640 |
| 6     | 56,232 | 59,137  | 62,814 | 65,130 |
| 7     | 58,164 | 61,266  | 65,255 | 67,620 |
| 8     | 60,101 | 63,390  | 67,696 | 70,110 |
| 9     | 62,033 | 65,514  | 70,133 | 72,600 |
| 10    | 63,970 | 67,638  | 72,574 | 75,090 |
| 11    | 65,902 | 69,762  | 75,015 | 77,585 |
| 12    | 67,839 | 71,886  | 77,456 | 80,075 |
| 13    | 69,771 | 74,011  | 79,892 | 82,565 |
| 14    | 71,703 | 76,135  | 82,333 | 85,055 |
| 15-19 | 71,703 | 76,135  | 84,774 | 87,545 |
| 20-24 | 73,640 | 78,259  | 87,215 | 90,035 |
| 25-29 | 75,577 | 80,387  | 89,656 | 92,525 |
| 30+   | 77,077 | 81,887  | 91,156 | 94,025 |



## APPENDIX B

APPENDIX B  
SALARY INDEX

FY24

| Years | BA     | 5 Years | MA     | MA+25  |
|-------|--------|---------|--------|--------|
| 0     | 1.0000 | 1.0396  | 1.0795 | 1.1246 |
| 1     | 1.0433 | 1.0872  | 1.1342 | 1.1804 |
| 2     | 1.0867 | 1.1348  | 1.1889 | 1.2362 |
| 3     | 1.1300 | 1.1824  | 1.2436 | 1.2920 |
| 4     | 1.1734 | 1.2300  | 1.2983 | 1.3478 |
| 5     | 1.2167 | 1.2776  | 1.3529 | 1.4037 |
| 6     | 1.2601 | 1.3252  | 1.4076 | 1.4595 |
| 7     | 1.3034 | 1.3729  | 1.4623 | 1.5153 |
| 8     | 1.3468 | 1.4205  | 1.5170 | 1.5711 |
| 9     | 1.3901 | 1.4681  | 1.5716 | 1.6269 |
| 10    | 1.4335 | 1.5157  | 1.6263 | 1.6827 |
| 11    | 1.4768 | 1.5633  | 1.6810 | 1.7386 |
| 12    | 1.5202 | 1.6109  | 1.7357 | 1.7944 |
| 13    | 1.5635 | 1.6585  | 1.7903 | 1.8502 |
| 14    | 1.6068 | 1.7061  | 1.8450 | 1.9060 |
| 15    | 1.6068 | 1.7061  | 1.8997 | 1.9618 |
| 20    | 1.6502 | 1.7537  | 1.9544 | 2.0176 |
| 25    | 1.6936 | 1.8014  | 2.0091 | 2.0734 |

### SALARY SCHEDULE

| Years | BA     | 5 Years | MA     | MA+25  |
|-------|--------|---------|--------|--------|
| 0     | 45,964 | 47,784  | 49,618 | 51,691 |
| 1     | 47,954 | 49,972  | 52,132 | 54,256 |
| 2     | 49,949 | 52,160  | 54,647 | 56,821 |
| 3     | 51,939 | 54,348  | 57,161 | 59,385 |
| 4     | 53,934 | 56,536  | 59,675 | 61,950 |
| 5     | 55,924 | 58,724  | 62,185 | 64,520 |
| 6     | 57,919 | 60,911  | 64,699 | 67,084 |
| 7     | 59,909 | 63,104  | 67,213 | 69,649 |
| 8     | 61,904 | 65,292  | 69,727 | 72,214 |
| 9     | 63,895 | 67,480  | 72,237 | 74,779 |
| 10    | 65,889 | 69,668  | 74,751 | 77,344 |
| 11    | 67,880 | 71,856  | 77,265 | 79,913 |
| 12    | 69,874 | 74,043  | 79,780 | 82,478 |
| 13    | 71,865 | 76,231  | 82,289 | 85,043 |
| 14    | 73,855 | 78,419  | 84,804 | 87,607 |
| 15-19 | 73,855 | 78,419  | 87,318 | 90,172 |
| 20-24 | 75,850 | 80,607  | 89,832 | 92,737 |
| 25-29 | 77,845 | 82,800  | 92,346 | 95,302 |
| 30+   | 79,345 | 84,300  | 93,846 | 96,802 |



## APPENDIX D

### MEDICAL PLAN

January 1<sup>st</sup> – December 31<sup>st</sup>

|  |               |
|--|---------------|
| Network Deductible (single/family)                             | \$500/\$1000  |
| Non Network deductible (single/family)                         | \$1000/\$2000 |
| Network Co-insurance   | 80%           |
| Non Network, Co-insurance                                      | 60%           |
| Network Co-insurance Out of Pocket Maximum (single/family)     | \$1000/\$2000 |
| Non Network Co-insurance Out of Pocket Maximum (single/family) | \$2000/\$4000 |
| Network Physician Office Visit Co-Payment                      | \$30          |
| Network Specialist Visit Co-Payment                            | \$50          |
| Emergency Room Co-Payment                                      | \$100         |

### Prescription Program

|                                   |      |
|-----------------------------------|------|
| Tier 1 (31-day supply)            | \$15 |
| Tier 2 (31-day supply)            | \$25 |
| Tier 3 (31-day supply)            | \$35 |
| Tier 1 (90-day mail order supply) | \$30 |
| Tier 2 (90-day mail order supply) | \$50 |
| Tier 3 (90-day mail order supply) | \$70 |



**YOUR BENEFITS**

**Benefit Summary  
ASO Choice Plus**

**PCPEBP – Circleville City Schools Medical Plan**

*This document is provided as a sample and does not reflect actual benefits. A customized Benefit Summary or Summary Plan Description (SPD) will be created during implementation of the business.*

United HealthCare Services, Inc. and PCPEBP – Circleville City Schools want to help you take control and make the most of your health care benefits. That's why we provide convenient services to get your health care questions answered quickly and accurately:

- **myuhc.com**<sup>®</sup> - Take advantage of easy, time-saving online tools. You can check your eligibility, benefits, claims, claim payments, search for a doctor and hospital and more.
- **24-hour nurse support** – A nurse is a phone call away and you have other health resources available 24-hours a day, 7 days a week to provide you with information that can help you make informed decisions. Just call the number on the back of your ID card.
- **Customer Care telephone support** – Need more help? Call a customer care professional using the toll-free number on the back of your ID card. Get answers to your benefit questions or receive help looking for a doctor or hospital.

The Benefit Summary is intended only to highlight your Benefits and should not be relied upon to fully determine your coverage. If this Benefit Summary conflicts in any way with the Summary Plan Description (SPD), the SPD shall prevail. It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

**PLAN HIGHLIGHTS**

| Types of Coverage   | Network Benefits                  | Non-Network Benefits              |
|---|-----------------------------------|-----------------------------------|
| <b>Annual Deductible</b>  |                                   |                                   |
| Individual Deductible   | \$500 per year                    | \$1,000 per year                  |
| Family Deductible   | \$1,000 per year                  | \$2,000 per year                  |
| <ul style="list-style-type: none"> <li>• Member Copayments do not accumulate towards the Deductible</li> </ul>  |                                   |                                   |
| <b>Out-of-Pocket Maximum</b>  |                                   |                                   |
| Individual Out-of-Pocket Maximum  | \$1,000 per year                  | \$2,000 per year                  |
| Family Out-of-Pocket Maximum  | \$2,000 per year                  | \$4,000 per year                  |
| <ul style="list-style-type: none"> <li>• The Out-of-Pocket Maximum includes the Annual Deductible, Coinsurance and Medical Copayments .</li> </ul>  |                                   |                                   |
| <b>Benefit Plan Coinsurance – The Amount the Plan Pays</b>  |                                   |                                   |
|   | 80% after Deductible has been met | 60% after Deductible has been met |
| <b>Lifetime Maximum Benefit</b>   |                                   |                                   |
| There is no dollar limit to the amount the Plan will pay for essential Benefits during the entire period you are enrolled in this Plan.   | No Lifetime Maximum Benefit       | No Lifetime Maximum Benefit       |
| <b>Prescription Drug Benefits</b>   |                                   |                                   |
| <ul style="list-style-type: none"> <li>• Prescription drug benefits are shown under separate cover.</li> </ul>  |                                   |                                   |
| <b>Information of Pre-service Notification</b>  |                                   |                                   |
| *Pre-service Notification is required for certain services.   |                                   |                                   |
| **Pre-service Notification is required for Equipment in excess of \$1,000.  |                                   |                                   |
| <b>Information on Benefit Limits</b>  |                                   |                                   |
| <ul style="list-style-type: none"> <li>• The Annual Deductible, Out-of-Pocket Maximum and Benefit limits are calculated on a calendar year basis.</li> <li>• All Benefits are reimbursed based on Eligible Expenses. For a definition of Eligible Expenses, please refer to your Summary Plan Description.</li> <li>• When Benefit limits apply, the limit refers to any combination of Network and Non-Network Benefits unless specifically stated in the Benefit category.</li> </ul> |                                   |                                   |

**BENEFITS**

| Types of Coverage   | Network Benefits  | Non-Network Benefits                             |
|---|---|--|
| <b>Ambulance Services – Emergency and Non-Emergency</b>   |   |  |
|   | * 80% after Deductible has been met   | * 80% after Network Deductible has been met      |
| <b>Dental Services – Accident Only</b>  |   |  |
|   | * 80% after Deductible has been met   | * 80% after Network Deductible has been met      |
| <b>Durable Medical Equipment (DME) <sup>1</sup></b>   |   |  |
| Benefits are limited as follows:<br>Stockings and compression support are limited to 4 pair (8 stockings total) per Benefit Period.<br>A single purchase of a type of Durable Medical Equipment (including repair and replacement) every three years. This limit does not apply to wound vacuums. | 80% after Deductible has been met   | ** 60% after Deductible has been met             |
| <b>Emergency Health Services - Outpatient</b>   |   |  |
|   | 100% after you pay a \$100 Copayment per visit. If you are admitted as an inpatient to a Network Hospital directly from the Emergency room, you will not have to pay this Copayment. The Benefits for an Inpatient Stay In a Network Hospital will apply instead. | * 100% after you pay a \$100 Copayment per visit |
| <b>Hearing Aids</b>   |   |  |
|   | 80% after Deductible has been met   | 60% after Deductible has been met                |

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THIS MATERIAL IS PROVIDED ON THE RECIPIENT'S AGREEMENT THAT IT WILL ONLY BE USED FOR THE PURPOSE OF DESCRIBING UNITED HEALTHCARE SERVICES, INC.'S PRODUCTS AND SERVICES TO THE RECIPIENT. ANY OTHER USE, COPYING OR DISTRIBUTION WITHOUT THE EXPRESS WRITTEN PERMISSION OF UNITED HEALTHCARE SERVICES, INC. IS PROHIBITED.

| BENEFITS   |  |  |
|--|--|--|
| Types of Coverage  | Network Benefits   | Non-Network Benefits   |
| <b>Home Health Care</b>  |  |  |
| Benefits are limited as follows:<br>120 visits per year  | 80% after Deductible has been met  | * 60% after Deductible has been met  |
| <b>Hospice Care</b>  |  |  |
| Hospital – Inpatient Stay  | 80% after Deductible has been met  | * 60% after Deductible has been met  |
| <b>Lab, X-Ray and Diagnostics – Outpatient</b>   |  |  |
| For Preventive Lab, X-Ray and Diagnostics, refer to the Preventive Care Services category.   | 80% Deductible does not apply  | 60% after Deductible has been met  |
| <b>Lab, X-Ray and Major Diagnostics – CT, PET, MRI, MRA and Nuclear Medicine - Outpatient</b>  |  |  |
|  | 80% after Deductible has been met  | 60% after Deductible has been met  |
| <b>Mental Health Services</b>  |  |  |
|  | Inpatient 80% after Deductible has been met<br>Outpatient 100% after you pay a \$30 Copayment per visit  | * 60% after Deductible has been met  |
| <b>Neurobiological Disorders – Mental Health Services for Autism Spectrum Disorders</b>  |  |  |
|  | Inpatient 80% after Deductible has been met<br>Outpatient 100% after you pay a \$30 Copayment per visit  | * 60% after Deductible has been met  |
| <b>Pharmaceutical Products – Outpatient</b>  |  |  |
| This includes medications administered in an outpatient setting, in the Physician's Office or in a Covered Person's home.  | 80% after Deductible has been met  | 60% after Deductible has been met  |
| <b>Physician Fees for Surgical and Medical Services</b>  |  |  |
|  | 80% after Deductible has been met  | 60% after Deductible has been met  |
| <b>Physician's Office Services – Sickness and Injury</b>   |  |  |
| Primary Physician Office Visit   | 100% after you pay a \$30 Copayment per visit  | 60% after Deductible has been met  |
| Specialist Physician Office Visit  | 100% after you pay a \$50 Copayment per visit  | 60% after Deductible has been met  |
| In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: CT, PET, MRI, MRA, Nuclear Medicine; Pharmaceutical Products; Scopic Procedures; Surgery; Therapeutic Treatments.  |  |  |
| <b>Pregnancy – Maternity Services</b>  |  |  |
|  | Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each covered Health Service category in this Benefit Summary. |  |
|  | For services provided in the Physician's Office, a Copayment will only apply to the initial office visit.  | Pre-service Notification is required if Inpatient Stay exceeds 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery. |
| <b>Preventive Care Services</b>  |  |  |
| Covered Health Services include but are not limited to:  |  |  |
| Primary Physician Office Visit   | 100% Deductible does not apply.  | Non-Network Benefits are not available   |
| Specialist Physician Office Visit  | 100% Deductible does not apply.  |  |
| Lab, X-Ray or other preventive tests   | 100% Deductible does not apply.  |  |
| <b>Prosthetic Devices<sup>1</sup></b>  |  |  |
|  | 80% after Deductible has been met  | 60% after Deductible has been met  |
| <b>Reconstructive Procedures</b>   |  |  |
|  | Depending upon where the Covered Health Service is provided, Benefits will be the same as those stated under each Covered Health Service category in this Benefit Summary. |  |
|  |  | Pre-service Notification is required for certain services.   |
| <b>Rehabilitation Services – Outpatient Therapy and Manipulative Treatment</b>   |  |  |
| Benefits are limited as follows:<br>60 visits of physical therapy<br>60 visits of occupational therapy<br>30 visits of manipulative treatment<br>20 visits of speech therapy<br>20 visits of pulmonary rehabilitation<br>36 visits of cardiac rehabilitation<br>30 visits of post-cochlear implant aural therapy | 100% after you pay a \$30 Copayment per visit  | 60% after Deductible has been met  |
| <b>Scopic Procedures – Outpatient Diagnostic and Therapeutic</b>   |  |  |
| Diagnostic scopic procedures include, but are not limited to: Colonoscopy; Sigmoidoscopy; Endoscopy<br>For Preventive Scopic Procedures, refer to the Preventive Care Services category.   | 80% after Deductible has been met  | 60% after Deductible has been met  |
| <b>Skilled Nursing Facility / Inpatient Rehabilitation Facility Services</b>   |  |  |
| Benefits are limited as follows:<br>60 days per year   | 80% after Deductible has been met  | * 60% after Deductible has been met  |

| BENEFITS  |   |  |
|---|---|--|
| Types of Coverage   | Network Benefits  | Non-Network Benefits                   |
| <b>Substance Use Disorder Services</b>  | Inpatient 80% after Deductible has been met<br>Outpatient 100% after you pay a \$30 Copayment per visit                 | * 60% after Deductible has been met    |
| <b>Surgery – Outpatient</b>   | 80% after Deductible has been met   | 60% after Deductible has been met      |
| <b>Transplantation Services</b>   | * 80% after Deductible has been met<br><i>For Network Benefits, services must be received at a Designated Facility.</i> | * 60% after Deductible has been met    |
| <b>Urgent Care Center Services</b>  | 100% after you pay a \$30 Copayment per visit   | 60% after Deductible has been met      |
| In addition to the visit Copayment, the applicable Copayment and any Deductible/Coinsurance applies when these services are done: CT, PET, MRI, MRA, Nuclear Medicine; Pharmaceutical Products; Scopic Procedures; Surgery; Therapeutic Treatments. |   |  |
| <b>Vision Examinations</b>  | 100% after you pay a \$30 Copayment per visit   | Non-Network Benefits are not available |
| Benefits are limited as follows:<br>1 exam every 2 years  |   |  |

\* This benefit category contains services/devices that may be Essential or non-Essential Health Benefits as defined by the Patient Protection and Affordable Care Act depending upon the service or device delivered. A benefit review will take place once the dollar limit is exceeded. If the service/device is determined to be rehabilitative or habilitative in nature, it is an Essential Health Benefit and will be paid. If the benefit/device is determined to be non-essential, the maximum will have been met and the claim will not be paid.

#### MEDICAL EXCLUSIONS

It is recommended that you review your SPD for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

##### Alternative Treatments

Acupuncture, aromatherapy, hypnosis, massage therapy, rolfing (holistic tissue massage); art, music, dance, horseback therapy; and other forms of alternative treatment as defined by the National Center for Complementary and Alternative Medicine (NCCAM) of the National Institutes of Health. This exclusion does not apply to Manipulative Treatment and non-manipulative osteopathic care for which Benefits are provided as described in the SPD.

##### Dental

Dental care (which includes dental X-rays, supplies and appliances and all associated expenses, including hospitalizations and anesthesia). This exclusion does not apply to dental care (oral examination, X-rays, extractions and non-surgical elimination of oral infection) required for the direct treatment of a medical condition for which Benefits are available under the Plan as described in the SPD. Dental care that is required to treat the effects of a medical condition, but that is not necessary to directly treat the related to the teeth, jawbones or gums. Examples include: extraction (including wisdom teeth), restoration, and replacement of teeth; medical or surgical treatment of dental conditions; and services to improve dental clinical outcomes. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in the SPD. Dental implants, bone grafts and other implant-related procedures. This exclusion does not apply to accident-related dental services for which Benefits are provided as described under Dental Services – Accidental Only in the SPD. Dental braces (orthodontics). Congenital Anomaly such as cleft lip or cleft palate.

##### Devices, Appliances and Prosthetics

Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part as described under Durable Medical Equipment (DME) in the SPD. Examples include foot orthotics, cranial banding, or any orthotic braces available over-the-counter. The following items are excluded: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses; and ultrasonic nebulizers. Devices and computers to assist in communication and speech except for speech generating devices and tracheo-esophageal voice devices for which Benefits are provided as described under Durable Medical Equipment. Oral appliances for snoring. Repair and replacement prosthetic devices when damaged due to misuse, malicious damage or gross neglect. Prosthetic devices. This exclusion does not apply to breast prosthesis, mastectomy bras and lymphedema stockings for which Benefits are provided as described under Reconstructive Procedures in the SPD.

##### Drugs

The exclusions listed below apply to the medical portion of the Plan only. Prescription Drug coverage is excluded under the medical plan because it is a separate benefit. Coverage may be available under the Prescription Drug portion of the Plan. See the SPD for coverage details and exclusions. Prescription drugs for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by United HealthCare Services, Inc.), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy.

##### Experimental or Investigational or Unproven Services

Experimental or Investigational or Unproven Services, unless the Plan has agreed to cover them as defined in the SPD. This exclusion applies even if Experimental or Investigational Services or Unproven Services, treatments, devices or pharmacological regimens are the only available treatment options for your condition. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in the SPD.

##### Foot Care

Routine foot care. Examples include the cutting or removal of corns and calluses. This exclusion does not apply to preventive foot care for Covered Persons with diabetes for which Benefits are provided as described under Diabetes Services in the SPD or when needed for severe systemic disease. Cutting or removal of corns and calluses. Nail trimming, cutting, or debanding. Hygienic and preventive maintenance foot care; and other services that are performed when there is not a localized Sickness, Injury or symptom involving the foot. Examples include: cleaning and soaking the feet, applying skin creams in order to maintain skin tone. This exclusion does not apply to preventive foot care for Covered Persons who are at risk of neurological or vascular disease arising from diseases such as diabetes. Treatment of flat feet. Shoes (standard or custom), lifts and wedges; shoe orthotics; shoe inserts and arch supports.

##### Medical Supplies and Equipment

Prescribed or non-prescribed medical supplies and disposable supplies. Examples include: compression stockings, ace bandages, diabetic strips, and syringes; urinary catheters. This exclusion does not apply to:

- Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in the SPD.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in the SPD.
- Ostomy bags and related supplies for which Benefits are provided as described under Ostomy Supplies in the SPD.

Tubings, nasal cannulas, connectors and masks, except when used with Durable Medical Equipment as described under Durable Medical Equipment as described in the SPD. The repair and replacement of Durable Medical Equipment when damaged due to misuse, malicious breakage or gross neglect and deodorants, filters, lubricants, tape, appliance cleans, adhesive, adhesive remover or other items that are not specifically identified in the SPD.

##### Mental Health/Substance Use Disorder

Services performed in connection with conditions not classified in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Services or supplies for the diagnosis or treatment of Mental illness, alcoholism or substance use disorders that, in the reasonable judgment of the Mental Health/Substance Use Disorder Administrator, are any of the following: not consistent with generally accepted standards of medical practice for the treatment of such conditions; not consistent with services backed by credible research soundly demonstrating that the services or supplies will have a measurable and beneficial health outcome, and therefore considered experimental; not consistent with the Mental Health/Substance Use Disorder Administrator's level of care guidelines or best practices as modified from time to time; or not clinically appropriate, and considered ineffective for the patient's Mental illness, substance use disorder or condition based on generally accepted standards of medical practice and benchmarks. Mental Health Services as treatments for V-code conditions as listed within the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep disorders, sexual dysfunction disorders, feeding disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders, paraphilias (sexual behavior that is considered deviant or abnormal) Educational/behavioral services that are focused on primarily building skills and capabilities in communication, social interaction and learning; tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor skills and primary communication disorders as defined in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Mental retardation as a primary diagnosis defined in the current edition of the *Diagnostic and Statistical Manual of the American Psychiatric Association*. Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadone), Cyclozocine, or their equivalents for drug addiction. Intensive behavioral therapies such as applied behavioral analysis for Autism Spectrum Disorders. Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services.

##### Nutrition

Nutritional or cosmetic therapy using high dose or mega quantities of vitamins, minerals or elements, and other nutrition based therapy. Nutritional counseling for either individuals or groups except as defined under Diabetes Services in the SPD. Food of any kind. Foods that are not covered include: enteral feedings and other nutritional and electrolyte formulas, including infant formula and donor breast milk unless they are the only source of nutrition or unless they are specifically created to treat inborn errors of metabolism such as phenylketonuria (PKU) – infant formula available over the counter is always excluded; foods to control weight, treat obesity (including liquid diets), lower cholesterol or control diabetes; oral vitamins and minerals; meals you can order from a menu, for an additional charge, during an Inpatient Stay; and other dietary and electrolyte supplements; and health education classes unless offered by United HealthCare Services, Inc. or its affiliates, including but not limited to asthma, smoking cessation, and weight control classes.

##### Personal Care, Comfort or Convenience

Television; telephone; beauty/barber service; guest service. Supplies, equipment and similar incidental services and supplies for personal comfort. Examples include: air conditioners, air purifiers and filters, dehumidifiers and humidifiers; batteries and battery chargers; breast pumps; car seats; chairs, bath chairs, feeding chairs, ladder chairs, chair lifts, recliners; electric scooters; exercise equipment and treadmills; home modifications to accommodate a health need such as ramps, swimming pools, elevators, handrails and stair glides; hot tubs; Jacuzzis, saunas and whirlpools; ergonomically correct chairs, non-hospital beds, comfort beds, mattresses; medical alert systems; motorized beds; music devices; personal computers, pillows, power-operated vehicles; radios; saunas; strollers; safety equipment; vehicle modifications such as van lifts; and video players.

| <b>MEDICAL EXCLUSIONS</b>  |
|--|
| <b>Physical Appearance</b>   |
| Cosmetic Procedures. See the definition in the SPD. Examples include: pharmacological regimens, nutritional procedures or treatments; Scar or tattoo removal or revision procedures (such as salabrasion, chemosurgery and other such skin abrasion procedures); Skin abrasion procedures performed as a treatment for acne; treatment of hair loss; varicose vein treatment of the lower extremities, when it is considered cosmetic; Liposuction or removal of fat deposits considered undesirable, including fat accumulation under the male breast and nipple; Treatment for skin wrinkles or any treatment to improve the appearance of the skin; Treatment for spider veins; Hair removal or replacement by any means. Replacement of an existing intact breast implant if the earlier breast implant was performed as a Cosmetic Procedure. Treatment of benign gynecomastia (abnormal breast enlargement in males). Physical conditioning programs such as athletic training, body-building, exercise, fitness, flexibility, health club memberships and programs, spa treatments and diversion or general motivation. Weight loss programs whether or not they are under medical supervision. Weight loss programs for medical reasons are also excluded, even if for morbid obesity. Wigs regardless of the reason for the hair loss, except for temporary loss of hair resulting from treatment of a malignancy.  |
| <b>Procedures and Treatments</b>   |
| Procedure or surgery to remove fatty tissue such as panniculectomy, abdominoplasty, thighplasty, brachioplasty, or mastopexy. Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from injury, stroke, cancer, Congenital Anomaly, or autism spectrum disorders. Speech therapy to treat stuttering, stammering or other articulation disorders. Psychosurgery. Sex transformation operations and related services. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Manipulative treatment to treat a condition unrelated to spinal manipulation and ancillary physiologic treatment rendered to restore/improve motion, reduce pain and improve function, such as asthma or allergies. Manipulative treatment (the therapeutic application of chiropractic and osteopathic manipulative treatment with or without ancillary physiologic treatment and/or rehabilitative methods rendered to restore/improve motion, reduce pain and improve function). Surface electromyography; Doppler analysis; vibration analysis; computerized mandibular scan or jaw tracking; craniocervical therapy; orthodontics; occlusal adjustment; dental restorations. Upper and lower jawbone surgery, orthognathic surgery and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic injury, dislocation, tumors, cancer or obstructive sleep apnea. Orthognathic surgery (procedure to correct underbite or overbite) and jaw alignment. Breast reduction except surgery as coverage is required by the Women's Health and Cancer Right's Act of 1998 for which Benefits are described under Reconstructive Procedures in the SPD. Non-surgical treatment of obesity even if for morbid obesity. Surgical treatment of obesity unless there is a diagnosis of morbid obesity as described under Obesity Surgery in the SPD. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Chelation therapy, except to treat heavy metal poisoning. |
| <b>Providers</b>   |
| Services performed by a provider who is a family member by birth or marriage. Examples include a spouse, brother, sister, parent or child. This includes any service the provider may perform on himself or herself. Services performed by a provider with your same legal residence. Services ordered or delivered by a Christian Science practitioner. Services performed by an unlicensed provider or a provider who is operating outside of the scope of his/her license. Services provided at a free-standing or Hospital-based diagnostic facility without an order written by a Physician or other provider. Services which are self-directed to a free-standing or Hospital-based diagnostic facility. Services ordered by a Physician or other provider who is an employee or representative of a free-standing or Hospital-based diagnostic facility, when that Physician or other provider has not been actively involved in your medical care prior to ordering the service, or is not actively involved in your medical care after the service is received. This exclusion does not apply to mammography.   |
| <b>Reproduction</b>  |
| Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. The following infertility treatment-related services: cryo-preservation and other forms of preservation of reproductive materials, long-term storage of reproductive materials such as sperm, eggs, embryos, ovarian tissue, and testicular tissue, donor services. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization. Health services and associated expenses for elective surgical, non-surgical, or drug-induced Pregnancy termination. This exclusion does not apply to treatment of a molar Pregnancy, ectopic Pregnancy, or missed abortion (commonly known as a miscarriage). Services provided by a doula (labor aide); and parenting, prenatal or birthing classes. Artificial reproduction treatments done for genetic or eugenic.   |
| <b>Services Provided under Another Plan</b>  |
| Health services for which other coverage is available under another plan, except for Eligible Expenses payable as described in the SPD. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation, no-fault automobile coverage or similar legislation is optional for you because you could elect it, or could have it elected for you. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.  |
| <b>Transplants</b>   |
| Health services for organ and tissue transplants, except as identified under Transplantation Services in the SPD unless United HealthCare Services, Inc. determines the transplant to be appropriate according to United HealthCare Services, Inc.'s transplant guidelines. Mechanical or animal organ transplants, except services related to the implant or removal of a circulatory assist device (a device that supports the heart while the patient waits for a suitable donor heart to become available); and donor costs for organ or tissue transplantation to another person (these costs may be payable through the recipient's benefit plan).   |
| <b>Travel</b>  |
| Health services provided in a foreign country, unless required as Emergency Health Services. Travel or transportation expenses, even if ordered by a Physician, except as identified under Travel and Lodging in the SPD. Additional travel expenses related to Covered Health Services received from a Designated Facility or Designated Physician may be reimbursed at the Plan's discretion. This exclusion does not apply to ambulance transportation for which Benefits are provided as described in the SPD.   |
| <b>Types of Care</b>   |
| Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain. Custodial care, domiciliary care, Private Duty Nursing, Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are described under Hospice Care in the SPD. Rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).   |
| <b>Vision and Hearing</b>  |
| Purchase cost and associated fitting charge for eye glasses and contact lenses. Implantable lenses used only to correct a refractive error (such as Inlacs corneal implants). Purchase cost and associated fitting and testing charges for hearing aids, Bone Anchor Hearing Aids (BAHA) and all other hearing assistive devices. Bone anchored hearing aids except when either of the following applies: for Covered Persons with craniofacial anomalies whose abnormal or absent ear canals preclude the use of a wearable hearing aid or for Covered Persons with hearing loss of sufficient severity that it would not be adequately remedied by a wearable hearing aid. Eye exercise or vision therapy. Surgery and other related treatment that is intended to correct nearsightedness, farsightedness, presbyopia and astigmatism including, but not limited to, procedures such as laser and other refractive eye surgery and radial keratotomy.   |
| <b>All Other Exclusions</b>  |
| Health services and supplies that do not meet the definition of a Covered Health Service – see the definition of Covered Health Services in the Glossary in the SPD. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments when: required solely for purposes of education, school, sports or camp, travel, career or employment, insurance, marriage or adoption; or as a result of incarceration; related to judicial or administrative proceedings or orders; conducted for purposes of medical research; required to obtain or maintain a license of any type. This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described in the SPD. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply to Covered Persons who are civilians injured or otherwise affected by war, any act of war or terrorism in a non-war zone. Health services received after the date your coverage under the Plan ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Plan ended. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Plan. Charges that exceed Eligible Expenses or any specified limitation in the SPD. Foreign language and sign language services. Health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services the Plan would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization. Health services when a provider waives the Copay, Annual Deductible or Coinsurance amounts. Autopsies and other coroner services and transportation services for a corpse. Charges for: missed appointments; room or facility reservations; completion of claim forms; or record processing. Charges prohibited by federal anti-kickback or self-referral status. Diagnostic tests that are: delivered in other than a Physician's office or health care facility; and self-administered home diagnostic tests, including but not limited to HIV and pregnancy tests. Vision therapy when rendered in connection with behavioral health disorders, including but not limited to: learning and reading disabilities; attention deficit/hyperactivity disorder; TB; or dyslexia.  |

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**R.C. 5705.412 CERTIFICATION OF  
ADEQUATE REVENUE FOR CONTRACT**

The Circleville City School District has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and the Circleville Education Association, effective from July 1, 2022 through June 30, 2024.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date