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THE COLLECTIVE BARGAINING AGREEMENT

STATE EMPLOYMENT
RELATIONS BOARD
2009 NOV -2 P 1:16

between the

**ORRVILLE CITY BOARD OF EDUCATION
(Wayne County, Ohio)**

and the

EDUCATION ASSOCIATION OF ORRVILLE

**Effective
July 1, 2009 - June 30, 2011**

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PREAMBLE

- A.** Recognizing that providing a high quality education for the children of the Orrville City Schools is the paramount aim of this School District and that good morale in the teaching staff is necessary for the best education of the children, we do hereby declare that:
1. The Board of Education, under law, has the responsibility of establishing policies for the School District.
 2. The Superintendent and his/her staff have the responsibility of carrying out the policies established.
 3. The professional teaching personnel have the responsibility of providing the best possible education in the classroom.
- B.** The Orrville City School District also recognizes that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board of Education and representatives of the Education Association of Orrville to discuss matters of concern that are subject to negotiations as required by the Collective Bargaining Law or required by the decisions of State Employment Relations Board (SERB), and to reach a mutually satisfactory agreement on these matters.
- C.** Attainment of objectives for the educational program of the Orrville City School District requires mutual understanding and cooperation among the Board of Education, the Superintendent, his/her staff, and the teaching personnel. Therefore, free and open exchange of views is desirable and necessary with all parties participating in deliberation leading to determination of matters of concern that are subject to negotiations as required by the Collective Bargaining Law or required by the decisions of SERB.
- D.** The success of the educational program depends upon the services of qualified and competent teachers who are reasonably satisfied with the conditions under which their services are performed.

ARTICLE 1- RECOGNITION OF THE ASSOCIATION

A. RIGHT TO JOIN

It is recognized that certified/licensed personnel have the right to join, or to refrain from joining, any organization for their professional or economic improvement and for the advancement of public education, but the membership in any organization shall not be required as a condition of employment as a teacher in the Orrville City School District.

B. RECOGNITION

1. The Orrville City Board of Education, hereinafter "Board," recognizes the Education Association of Orrville, hereinafter referred to as the "Association" or "EAO," as the exclusive representative for the certificated/licensed staff including Small Group Instructors (SGI), of the Orrville City School District, excepting the Central Office administrators, the Building Principals, and the school psychologists. All bargaining unit members are to be accorded all provisions of this Contract except where specifically delineated.

ARTICLE 2 - NEGOTIATION PROCEDURE

A. NEGOTIATING TEAMS

1. While no formal agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives shall be clothed with the power necessary to make proposals, consider proposals, tentatively approve proposals or reject proposals and make counter proposals in the course of negotiations.
2. The Professional Negotiating Committee of the Association shall consist of a maximum of six (6) members. The names of the Association members shall be filed with the Superintendent by the Association President, by December 1 of each year.
3. The Professional Negotiating Committee of the Board shall consist of a maximum of six (6) members. The names of the Board members shall be filed by the Superintendent with the Association President, by December 1 of each year.

B. SCOPE OF NEGOTIATIONS

Those matters which shall be negotiable shall be those items which pertain to wages, hours, or terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of this Collective Bargaining Agreement, except as otherwise specified by Ohio Revised Code (ORC) 4117.

C. FORMAL MEETINGS

1. Either committee may call for the first formal meeting by sending a letter to either the Superintendent or the Association President. The first meeting will be scheduled on a mutually satisfactory date within fifteen (15) days of receipt of the written request.
2. The first formal meetings, each year, shall be devoted to reviewing changes or revisions of the Collective Bargaining Law followed by an exchange of proposals and an agreement on the agenda. Once the proposals are exchanged, no new items may be proposed without mutual agreement of both committees.

3. All subsequent meetings (after the first meeting) will be scheduled on mutually satisfactory dates. Meeting dates will be within seven (7) days of the preceding meeting, unless hazardous weather, illness or other mutually acceptable reasons cause an exception.
4. Written progress reports may be issued during negotiations, only if such releases have prior approval of both parties. At no time will reports be released to the news media or to anyone not employed by the Board without the mutual agreement of both, except as for purposes of professional counsel or assistance, in which case such parties shall honor the confidentiality of the negotiations process.
5. Either team may declare a recess. A recess can only commence after the time and place for the continuation of the negotiations has been determined.
6. Negotiations will be conducted beginning in February and continuing for a period of sixty (60) calendar days unless extended by mutual agreement. The only exception shall be in the case of hazardous weather, illness of team members, or other reasons mutually agreed upon.
7. During the actual bargaining sessions, no visitors will be permitted. No tape recorders or recording devices will be permitted at any bargaining sessions. Each team shall provide its own secretarial assistance. Data on any significant presentations will be presented in writing, with copies being presented to both committees.
8. Either committee may call for a caucus at any time. The team calling the caucus shall retire to another room for a period not to exceed thirty (30) minutes unless mutually agreeable to both committees.

D. AGREEMENT

1. As tentative agreement is reached on an individual item under negotiations, it shall be reduced to writing, initialed by a representative of each party, and shall not be changed except by mutual agreement of the parties.
2. When written total tentative agreement is achieved between the two (2) Professional Negotiating Committees on all items, the total tentative agreement will be signed by at least two (2) members of each committee and presented to the Association and the Board. Any item in the current Contract that is not changed through negotiations shall be carried forward automatically and be included in the new Contract.
3. Within ten (10) calendar days of the total tentative agreement, the Association shall consider the total tentative agreement for approval.
4. Once the total tentative agreement has been approved by the Association, it shall be submitted to the Board for approval at its next regular meeting.

E. MEDIATION-ALTERNATIVE DISPUTE SETTLEMENT PROCEDURE

In the event an agreement is not reached through negotiations after full consideration of the parties' issues, proposals and counterproposals, either team

may declare impasse. Both parties shall request the assistance and services of the Federal Mediation and Conciliation Service. In the event that agreement is not reached through mediation by the expiration date of this Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

F. PROVISIONS CONTRARY TO LAW

If any provision of this Negotiated Agreement is found to be in violation of the law by a Court of competent jurisdiction, then that provision shall be null and void and the law shall be followed.

G. "GOOD FAITH" BARGAINING

"Good faith" bargaining means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employees 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 Negotiated Agreement, with the intention of reaching an agreement or resolving questions arising under the 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 or does it require the making of a concession.

H. REOPENER

1. The parties mutually agree that negotiations may be reopened to discuss the effects of Orrville Heartland objectives, as adopted by the Board, on wages, hours, and terms and conditions of employment during the term of this Collective Bargaining Agreement.
2. Any provision of this Contract that is found illegal by a Court is not binding on any affected party. If necessary, the parties will meet as soon as possible and bargain the effects of the conflict.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. PROPOSED OBJECTIVES

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of prompt, impartial and fair hearings on their grievances. Such procedures shall be available to all teachers, and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure. The primary purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise.

B. DEFINITION OF TERMS

1. The "grievant" is defined as an employee, group of employees, or the Association who have a grievance.

2. The "Immediate Supervisor" is the Building Principal.
3. A "grievance" is a claim by a grievant of a violation, a misapplication, or a misinterpretation of the Negotiated Agreement. Any grievance shall be initiated, beginning with the informal step, within twenty (20) teacher workdays of the most recent incident or condition being grieved.
4. "Days," in reference to limitations shall refer to calendar days excluding Saturdays, Sundays, holidays and vacations for the parties involved. However, limits may be adjusted by mutual agreement. Vacation days will be limited to four (4) weeks.
5. At any level, a grievance may be withdrawn by the grievant. Failure of the alleged grievant to follow the prescribed time lines makes the grievance null and void, and the facts or circumstances upon which the grievance was based shall not be refiled.
6. Informal steps of the procedure refer to C1a and C1b, below, where there are no time line limitations or documentation (submission of forms, etc.) for the grievant or the Immediate Supervisor. Thus, the grievant has the opportunity to determine the reasonability of time and efforts on the part of the Immediate Supervisor, Superintendent, or Board to resolve the grievance and may proceed to subsequent informal steps at his/her discretion.
7. Formal steps refer to C2a through C2d, below.

C. PROCEDURE

1. Informal
 - a. Discuss the grievance with the Immediate Supervisor.
 - b. If the grievance is not satisfactorily resolved, meet and discuss the same with the Superintendent.
2. Formal
 - a. If there is still not a satisfactory solution, the grievant shall write the grievance in triplicate on a grievance form provided by the Board, giving names of all grieving teachers and giving the facts indicating the basis for the grievance, sign it, and give it to the Immediate Supervisor. The Immediate Supervisor shall respond to the grievant within five (5) days. If satisfactory agreement is reached, the Immediate Supervisor shall write the settlement on the grievance form, cosign it with the grievant, return one (1) copy to the Association President, and one (1) copy to the Superintendent.
 - b. If a satisfactory agreement is not reached, the Immediate Supervisor shall write his/her disposition on all three (3) copies and sign his/her name. He/She shall return one (1) copy to the grievant, one (1) copy to the Superintendent, and one (1) copy to the Association President. A formal hearing before the Superintendent shall be scheduled within ten (10) days of the date of the Supervisor's response.

- c. If there is no satisfactory solution within five (5) days of the Superintendent's hearing, the grievant shall, within fifteen (15) calendar days, forward to the Board Treasurer and the Federal Mediation and Conciliation Service (FMCS), a demand for arbitration. The arbitrator shall be selected from a list of seven (7) arbitrators submitted to the parties by the FMCS. The method of selection shall be alternate strike, with the striking of the first name determined by a toss of a coin. The decision of the arbitrator shall be binding on all parties. The arbitrator shall have no power to add to, subtract from, or modify this agreement; nor shall the arbitrator's opinion amend, nullify or ignore any part of this Agreement, and may only base his/her decision on the contents of this Agreement with the exception of the "Preamble," which is a general philosophical statement and not a grievable part of the Contract. If there is any question of arbitrability, it shall be determined by the arbitrator as part of the arbitrator's decision. The Board and the Association shall equally share all costs of the arbitration process.

ARTICLE 4 - SALARIES

A. SMALL GROUP INSTRUCTORS' (SGIs) Salary:
HOURLY RATE

1. SGIs shall be paid an hourly rate for each hour in quarter hour increments.

<u>Yrs Exp</u>	<u>7/1/2009</u>	<u>7/1/2010</u>
0	20.60	21.02
1	21.36	21.79
2	22.16	22.60
5	22.74	23.19
10	23.31	23.78
15	23.88	24.35

2. This pay shall be forthcoming for each hour regularly scheduled, regardless of student attendance, and attendance at meetings with the Administration, teachers, or parents.

B. TEACHERS' SALARY INDEX AND SCHEDULES

Teachers' Salary Schedule Index

<u>YEARS</u>	<u>4 YRS</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA +15</u>
STEP 0	0.8550	1.0000	1.0400	1.0850	1.1300
STEP 1	0.8900	1.0400	1.0800	1.1300	1.1750
STEP 2	0.9250	1.0800	1.1200	1.1750	1.2200
STEP 3	0.9600	1.1200	1.1600	1.2200	1.2650
STEP 4	0.9950	1.1600	1.2000	1.2650	1.3100
STEP 5	1.0300	1.2000	1.2400	1.3100	1.3550
STEP 6	1.0650	1.2400	1.2800	1.3550	1.4000
STEP 7	1.1000	1.2800	1.3200	1.4000	1.4450
STEP 8	1.1350	1.3200	1.3600	1.4450	1.4900
STEP 9	1.1700	1.3600	1.4000	1.4900	1.5350
STEP 10	1.2050	1.4000	1.4400	1.5350	1.5800
STEP 11	1.2050	1.4400	1.4800	1.5800	1.6250
STEP 12	1.2050	1.4800	1.5200	1.6250	1.6700
STEP 13	1.2050	1.5200	1.5600	1.6700	1.7197
STEP 14	1.2050	1.5600	1.6000	1.7156	1.7745
STEP 15	1.2050	1.6000	1.6400	1.7702	1.8303
STEP 16	1.2050	1.6400	1.6800	1.8259	1.8871
STEP 20	1.2050	1.6800	1.7248	1.8827	1.9449
STEP 25	1.2050	1.7200	1.7648	1.9277	1.9899
STEP 27	1.2050	1.7600	1.8048	1.9727	2.0349

Teachers' Salary Schedule Effective July 1, 2009 1%

<u>YEARS</u>	<u>4 YRS</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA +15</u>
STEP 0	28,359	33,168	34,495	35,987	37,480
STEP 1	29,520	34,495	35,821	37,480	38,972
STEP 2	30,680	35,821	37,148	38,972	40,465
STEP 3	31,841	37,148	38,475	40,465	41,958
STEP 4	33,002	38,475	39,802	41,958	43,450
STEP 5	34,163	39,802	41,128	43,450	44,943
STEP 6	35,324	41,128	42,455	44,943	46,435
STEP 7	36,485	42,455	43,782	46,435	47,928
STEP 8	37,646	43,782	45,108	47,928	49,420
STEP 9	38,807	45,108	46,435	49,420	50,913
STEP 10	39,967	46,435	47,762	50,913	52,405
STEP 11	39,967	47,762	49,089	52,405	53,898
STEP 12	39,967	49,089	50,415	53,898	55,391
STEP 13	39,967	50,415	51,742	55,391	57,039
STEP 14	39,967	51,742	53,069	56,903	58,857
STEP 15	39,967	53,069	54,396	58,714	60,707
STEP 16	39,967	54,396	55,722	60,561	62,591
STEP 20	39,967	55,722	57,208	62,445	64,508
STEP 25	41,128	57,049	58,535	63,938	66,001
STEP 27	41,128	58,376	59,862	65,431	67,494

Teachers' Salary Schedule Effective July 1, 2010 2%

<u>YEARS</u>	<u>4 YRS</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA +15</u>
STEP 0	28,926	33,831	35,184	36,707	38,229
STEP 1	30,110	35,184	36,537	38,229	39,751
STEP 2	31,924	36,537	37,891	39,751	41,274
STEP 3	32,478	37,891	39,244	41,274	42,796
STEP 4	33,662	39,244	40,597	42,796	44,319
STEP 5	34,846	40,597	41,950	44,319	45,841
STEP 6	36,030	41,950	43,304	45,841	47,363
STEP 7	37,214	43,304	44,657	47,363	48,886
STEP 8	38,398	44,657	46,010	48,886	50,408
STEP 9	39,582	46,010	47,363	50,408	51,931
STEP 10	40,766	47,363	48,717	51,931	53,453
STEP 11	40,766	48,717	50,070	53,453	54,975
STEP 12	40,766	50,070	51,423	54,975	56,498
STEP 13	40,766	51,423	52,776	56,498	58,179
STEP 14	40,766	52,776	54,130	58,040	60,033
STEP 15	40,766	54,130	55,483	59,888	61,921
STEP 16	40,766	55,483	56,836	61,772	63,842
STEP 20	40,766	56,836	58,352	63,694	65,798
STEP 25	41,950	58,189	59,705	65,216	67,320
STEP 27	41,950	59,543	61,058	66,738	68,843

C. SUPPLEMENTAL SALARIES

<u>ACTIVITY</u>	<u>(%) BA/0</u>	<u>5 YRS+</u>
<u>FOOTBALL</u>		
Head Coach	19.00	20.00
Varsity Assistant	12.00	13.00
Freshman Coach	10.50	11.50
Assistant Freshman Coach	4.50	5.50
Middle School Coach	10.00	11.00
Assistant Middle School	4.00	5.00
FALL WEIGHT LIFTING	4.00	5.00
WINTER WEIGHT LIFTING	4.00	5.00
SPRING WEIGHT LIFTING	4.00	5.00
SUMMER WEIGHT LIFTING	4.00	5.00
<u>BASKETBALL</u>		
Head Coach	18.00	19.00
Varsity Assistant	10.00	11.00
Reserve Coach	10.00	11.00
Freshman Coach	9.00	10.00
Middle School Coach	8.00	9.00
<u>WRESTLING</u>		
Head Coach	13.00	14.00
Assistant Coach	9.00	10.00
Reserve Coach	9.00	10.00
Middle School Coach	7.00	8.00
Assistant Middle School Coach	4.00	5.00
<u>BASEBALL</u>		
Head Coach	11.00	12.00
Reserve Coach	7.00	8.00
Freshman Coach	4.00	5.00
<u>BOYS' TRACK</u>		
Head Coach	11.00	12.00
Assistant Coach	8.00	9.00
Middle School Coach	5.00	6.00
Assistant Middle School Coach	4.00	5.00
<u>SOCCER</u>		
Head Coach	12.00	13.00
Assistant Coach	8.00	9.00
<u>CROSS COUNTRY</u>		
Head Coach	8.00	9.00
Middle School Coach	4.00	5.00
<u>GOLF</u>		
Head Coach	8.00	9.00
Reserve/Freshman Coach	6.00	7.00

<u>ACTIVITY</u>	<u>(%) BA/0</u>	<u>5 YRS+</u>
BOYS' TENNIS HEAD COACH	8.00	9.00
GIRLS' TENNIS HEAD COACH	8.00	9.00
<u>GIRLS' BASKETBALL</u>		
Head Coach	18.00	19.00
Varsity Assistant Coach	10.00	11.00
Reserve Coach	10.00	11.00
Freshman Coach	9.00	10.00
Middle School Coach (2)	8.00	9.00
<u>GIRLS' SOFTBALL</u>		
Head Coach	11.00	12.00
Assistant Coach	7.00	8.00
<u>GIRLS' TRACK</u>		
Head Coach	11.00	12.00
Assistant Coach	8.00	9.00
Middle School Coach	5.00	6.00
Assistant Middle School Coach	4.00	5.00
<u>GIRLS' VOLLEYBALL</u>		
Head Coach	12.00	13.00
Assistant Coach	8.00	9.00
Freshman Coach	5.00	6.00
Middle School Coach	4.50	5.50
ATHLETIC DIRECTOR	22.00	23.00
FACULTY MANAGER	14.00	15.00
MIDDLE SCHOOL COORDINATOR	8.00	9.00
<u>CHEERLEADER ADVISORS</u>		
Head Coach Fall	8.00	9.00
Head Coach Winter	8.00	9.00
Assistant Coach Fall	5.00	6.00
Assistant Coach Winter	5.00	6.00
Middle School Fall	4.00	5.00
Middle School Winter	4.00	5.00
NATIONAL HONOR SOCIETY	1.00	2.00
ACADEMIC COACH	7.00	8.00
<u>DRAMA</u>		
High School Advisor	10.00	11.00
High School Musical Director	4.00	5.00
Middle School Advisor	1.00	2.00
MOCK TRIAL TEAM	1.80	2.80
SPEECH	1.80	2.80
FTA	0.63	1.63

<u>ACTIVITY</u>	<u>(%) BA/0</u>	<u>5 YRS+</u>
FRESHMAN CLASS ADVISOR	1.00	2.00
SOPHOMORE CLASS ADVISOR	1.00	2.00
JUNIOR CLASS ADVISOR	7.86	8.86
SENIOR CLASS ADVISOR	4.50	5.50
<u>STUDENT COUNCIL</u>		
High School	4.00	5.00
Middle School	4.00	5.00
Elementary	2.00	3.00
EARTH CLUB ADVISOR	8.00	9.00
FCA	1.54	2.54
RENAISSANCE COACH	6.00	7.00
MAJORETTE ADVISOR	2.48	3.48
<u>CO-CURRICULAR INSTRUMENTAL MUSIC ACTIVITIES</u>		
HIGH SCHOOL JAZZ BAND DIRECTOR	6.00	7.00
HIGH SCHOOL MIXED VOCAL ENSEMBLE DIRECTOR	6.00	7.00
MARCHING BAND DIRECTOR	11.00	12.00
MARCHING BAND ASSISTANT	8.00	9.00
HIGH SCHOOL MUSIC PERCUSSION ADVISOR	2.50	3.50
ACADEMIC CHALLENGE ADVISOR	7.57	8.57
MIDDLE SCHOOL ACADEMIC CHALLENGE ADVISOR	1.50	2.50
COMMUNITY INTERVENTION PROGRAM	6.83	7.83
SCIENCE EXPO - Elementary	0.40	1.40
<u>SCIENCE OLYMPIAD</u>		
High School	1.50	2.50
Middle School	1.50	2.50
AV COORDINATOR - Middle School	0.62	1.62
MINI-RIDERS - Middle School	0.62	1.62
POWER OF THE PEN - Middle School	1.50	2.50
SAFETY PATROL - Elementary	1.00	2.00
LPDC MEMBER	\$600.00	\$900.00
<u>K-12 DEPARTMENT CHAIRPERSON</u> (Language Arts/English, Math Science, Social Studies/History)		
	7.00	8.00

PUPIL ACTIVITY SUPERVISION VALIDATION – In-service training necessary for Pupil Activity Supervision Validations will be provided by the Board at no cost to coaches. Coaches shall be identified as "at risk" for blood-borne pathogens and shall receive training and protection in accordance with being identified as "at risk."

The Outdoor Education Coordinator will be \$250.00 per year.

D. COVER CLASS PAY

1. Any teacher who is scheduled by the Administration and who agrees to cover a class of an absent teacher, including study hall teachers where a class is assigned due to an absent teacher, shall be paid Fifteen Dollars (\$15.00) for each class.
2. Trades between teachers without administrative input are not payable under this Section.

E. REMEDATION TEACHING

Any teacher who accepts an assignment to remediate outside the work day shall be paid Twenty Three Dollars (\$23.00) per hour. This compensation will not apply to a teacher's duty period.

F. OUTDOOR EDUCATION/BUILDING ALLOWANCE

1. Twenty-Five Dollars (\$25.00) per teacher/day beyond regular school day.
2. Fifty-Five Dollars (\$55.00) per teacher/morning or evening/overnight.

G. MENTOR/ENTRY-YEAR TEACHER PROGRAM

1. For each full-time Entry-Year Teacher, the Principal shall recommend the assignment of a qualified mentor to the Superintendent, who may appoint the same, at a stipend of Five Hundred Dollars (\$500.00) for a period not to exceed one (1) year.
2. The assigned mentor shall collaborate with the Building Principal and other staff members, as appropriate, to assist the Entry-Year Teacher in the successful completion of his/her responsibilities. The mentor shall not be involved in the formal teacher evaluation process.
3. The responsibilities of the mentor shall include, but not be limited to, the following:
 - a. Participation in mentor training as mentioned above.
 - b. Accessibility to the Entry-Year Teacher on a daily basis, with occasional classroom observations and consultations with the Entry-Year Teacher above and beyond the school day.
 - c. Keep a log of all classroom visits and consultations, submitting the same to the Superintendent upon request and at the conclusion of the school year, for reimbursement justification.

H. PAYCHECKS

1. Teachers and full-time SGIs shall be paid in twenty-four (24) installments for their regular duty. Bargaining unit members' paychecks will be deposited directly into the bank of their choice. Paychecks will be direct-deposited on the fifteenth (15th) and the last day of each month.
2. If a paycheck is due to fall on a bank holiday or Saturday or Sunday, then paychecks will be direct-deposited by noon (12:00 PM) the prior workday.
3. Each member will be provided with a paycheck stub or its equivalent.

I. EARLY PAYOUT

1. If a bargaining unit member has submitted his/her resignation indicating he/she will not be returning the next school year, he/she may submit, in writing, his/her request for final payment of contract salary due at the end of June. When final payment is made, all fringe benefits including Sick Leave stop at that time.
2. For those bargaining unit members leaving the State for the summer, no more than five (5) members may collect all summer paychecks before leaving, if notification is given to the Treasurer by May 1.
3. Further, for those bargaining unit members who wish, they may leave deposit slips at the Board Treasurer's Office. The Treasurer will mail the deposit slip and the member's paycheck to the bank of his/her choice, each payday so requested.

ARTICLE 5 - BENEFITS

A. PICK-UP PAID THRU SALARY REDUCTION/SALARY RESTATEMENT

1. STRS method of reducing salary by amount of teacher's share of retirement contributions tax deferral (IRS Ruling 81-36) at no cost to the Board.
2. In addition, the Board will pick-up and pay one and one-half percent (1.5%) of the teacher's salary to STRS beginning with the effective date of this Agreement.

B. RETIREMENT

1. Retirement Incentive Plan

Bargaining unit members with fifteen (15) or more years of service in the Orrville City School District, who retire when eligible at Benchmark One [25 years' service and age 55] or Benchmark Two [30 years' service and a minimum age of 50], will be paid Twenty Thousand Dollars (\$20,000).

2. One Time Only Early Retirement Incentive

This offer will expire on August 1, 2009 and will not be available after that date. Employees who have completed more than thirty (30) years but less

than thirty-five (35) years as of June 30, 2009 and who submit their notice to retire between May 1, 2009 and July 31, 2009 will receive Twenty-Five Thousand Dollars (\$25,000) per year for each year between their current total year of service and year thirty-five (35). Bargaining unit members who take advantage of this early retirement incentive will receive their payments on January 15 of each year until the payments have been paid out.

3. Severance Pay

- a. Teachers will receive severance pay for twenty-five percent (25%) of their unused, accumulated Sick Leave plus two (2) additional severance days, at their per diem rate of pay on the date of retirement.
- b. Teachers shall be eligible for payment after proving acceptance into the STRS within ninety (90) calendar days of the last date of employment.
- c. The date of severance payment shall be the next regular pay date after the bargaining unit member provides proof of retirement (i.e. a copy of a retirement check.) Only one (1) payment shall be made to any teacher and said payment shall void all Sick Leave of that teacher.

4. Workday Option for Retirees

When the final teacher workday [the day students are normally dismissed at the end of the school year] is the only workday in June, employees may initiate their retirement, effective June 1, by electing to work on one (1) nonscheduled workday prior to June, with the approval/monitoring of the Building Principal.

C. INSURANCES

1. Bargaining unit members enrolled in the insurance plan will have premium payments deducted each pay period.
2. A regular full time contract employee contracted to work at least thirty-five (35) hours per week will be eligible for insurance benefits. However, any employee who was enrolled in the insurance programs on May 1, 2007, will continue to be covered by paying the percentage negotiated.
3. SGIs and Part-Time Employees
 - a. SGIs employees scheduled an average of seven (7) hours or more per day are entitled to have all the insurance provided herein.
 - b. SGIs/Part-time employees working less than that provided in Paragraph 3.a., above, shall have the right to purchase, at the Board rate, any or all insurances by either payroll deduction or by direct payment to the Board Treasurer not later than the 15th of each month. Where payment is made by payroll deduction, the Board Treasurer will provide a schedule of payroll deductions with the first paycheck of the year.
4. SGIs/Part-time employees having reached their fourth year of continuous service in the district will be eligible to receive from the Board hospitalization and major medical insurance. The amount contributed by the Board will be at a prorated rate computed by dividing the SGI's/Part-time employee's weekly

scheduled hours by thirty-five (35). This amount will be paid each calendar month toward family or single coverage as selected by the SGI/Part-time employee.

1. Stark County Schools Council of Governments

The Board of Education may fully meet its obligations to provide health care benefits and services under this Collective Bargaining Agreement by participating in the health benefits program of the Stark County Schools Council of Governments (COG). The Board shall provide health, dental, vision and life insurance through the COG. The coverage shall be the standardized COG specifications in effect on January 2007.

The Association and the Board agree that the Board shall not be required to make available to and to inform members of the Association of any option to enroll in a Health Maintenance Organization established pursuant to Chapter 1742 of the Ohio Revised Code.

2. Preferred Provider - Doctors/Hospitals

- a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Schools Council of Governments (COG) Health Insurance Program.
- b. Participation in any such programs will be voluntary and there shall be no diminution of benefits for those individuals who choose not to participate in a PPO. However, for those individuals who choose a PPO and then utilize services outside the PPO system, there may be a reduction in benefits.
- c. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representatives of the COG and the OEA Canton office.
- d. The duration of this provision shall be from March 1, 1994, and continuing thereafter unless terminated or modified by the representatives outlined in paragraph 2c, above.

3. Preferred Provider - Prescription Drugs

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

- a. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
- b. The employee will pay the twenty percent (20%) co-payment to the provider and the remaining eighty percent (80%) will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's twenty percent (20%) co-payment.

- c. The deductible will be waived.
- d. The list of covered expenses shall be agreed upon by the Stark County Office and the OEA Canton office.
- e. The duration of this provision shall be from July 1, 1995, and thereafter as agreed to by the representatives of the Stark County Council of Governments and a consultant representative of the OEA Canton Office.
- f. Mail Order Prescription

Upon agreement of the OEA Consultant representative of the OEA Canton Office and the COG representative, an optional mail order prescription program will be implemented.

4. Medical Information

Personnel information generated by the operation of this Plan shall be kept confidential to the extent possible and necessary and to the extent required by law. Identifiable information may be shared only with Chairperson of the Stark County Schools Council of Governments and/or his designee and the appropriate OEA Consultant, to the extent necessary to resolve problems and/or make decisions. Any designee will be agreed upon by the Chairperson and the designated OEA Consultant.

5. Early Retirement Incentive (ERI)

Health Insurance benefits shall be provided to employees who participate in an ERI program for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays one hundred percent (100%) of the Board cost one (1) month in advance.

6. Dental Insurance

The Board shall purchase dental insurance equal to or exceeding the specifications below. One hundred percent (100%) of the cost shall be paid by the Board.

Plan Description (Summary only)

- a. Maximum benefits/covered person:
Class I, II or III - \$2,500/person per year
- b. Deductible - Individual \$25.00 per year
- c. Deductible - Family \$75.00 per year

d. Co-insurance Amounts

- | | | |
|-----|------------------------|--|
| (1) | Class I - Prevention | 100% of Usual & Customary
(No deductible) |
| (2) | Class II - Basic | 80% of Usual & Customary |
| (3) | Class III - Major | 80% of Usual & Customary |
| (4) | Class IV - Orthodontia | 60% of Usual & Customary |

Lifetime Maximum Orthodontia - \$1,200/per individual

7. Health Insurance

The Board shall purchase health insurance equal to or exceeding the specifications below. The cost to the employee shall be One Hundred Dollars (\$100.00) per month.

Maximum Benefits	Unlimited
Deductible	\$100.00/individual; \$200.00/family
Accumulation Period	Calendar Year
Co-Insurance Provision	80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$500.00 per individual or \$1,000 for two (2) or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.
Out-Patient Psychiatric/ Substance Abuse	80% UCR up to 15 visits (30 visits if In-Network PPO) per person per year.
In-Patient Psychiatric/ Substance Abuse	31 Days per person, per year

Preventative

Routine pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Dependent Coverage

Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification

Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and

"pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first Two Hundred Dollars (\$200.00) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

8. Life Insurance

- a. (1) Term life and accidental death and dismemberment coverage in the amount of Fifty Thousand Dollars (\$50,000) for each bargaining unit member.
- (2) Bargaining unit members may purchase additional term life insurance at the group rate, in Five Thousand Dollar (\$5,000) increments, up to a maximum of Fifty Thousand Dollars (\$50,000) coverage, in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.
- b. Bargaining unit members currently purchasing additional life insurance increments of Twenty-Five Thousand Dollars (\$25,000), up to a maximum of Fifty Thousand Dollars (\$50,000) at the COG rate for the additional term purchase, will be allowed to continue that purchase until their separation from the Orrville City Schools.

9. Section 125 Plan Deductions

Subject to approval by the Internal Revenue Service (IRS), the Board will establish a Section 125 Plan, at no cost to the employees, to allow for non-taxable contributions as provided by law, by July 1, 2000. The Section 125 Plan will shelter all premium contributions.

D. MILEAGE AUTHORIZED

The IRS rate per mile will be paid to any employee who travels between buildings as part of his/her assignment and other travel for School District business, as approved by the Administration, and upon completion of the appropriate forms.

E. CURRICULUM AND STUDY GUIDE DEVELOPMENT PAY

1. Curriculum review and development shall be directed by the Curriculum Director in cooperation with the faculty who shall serve as building/grade level representatives.
2. Teacher participants in the curriculum process shall be determined to be qualified for the development of appropriate curriculum before being appointed to a Curriculum Committee.
3. The Curriculum Committee will review and/or consult with other school districts or educational experts concerning its process for the development

of curriculum. The Committee shall consider adoption and utilization of those programs and protocols that are judged effective and appropriate.

4. Recommendations for revised curriculum shall be submitted to the Superintendent for his/her review and approval.
5. Curriculum in each Core academic area [Language Arts/English, Mathematics, Science, Social Studies/History] shall be reviewed every five (5) years or sooner as directed by the Curriculum Director. The Curriculum Director shall develop and communicate a schedule for review and revision of other non-Core academic areas subject to approval by the Superintendent.
6. Teacher participants in the curriculum development process shall be compensated as follows for their work outside the school day:
 - a. K-12 Department Chairperson (Core areas) -- Supplemental Salary Schedule.*
 - b. Committee Chairperson (non-Core areas) -- Three Hundred Seventy-Five Dollars (\$375.00) per year in year(s) when curriculum review/revision is conducted.*
 - c. Committee Member (Core and non-Core areas) -- Two Hundred Seventy-Five Dollars (\$275.00) per year in year(s) when curriculum review/revision is conducted.*
 - d. In addition to compensation as a Committee member/chairperson, during year(s) when curriculum review/revision occurs:
 - (1) Full-Year Course revision/development (in the year written/revised) -- Two Hundred Dollars (\$200.00) per course.
 - (2) Semester Course revision/development (in the year written/revised) -- One Hundred Dollars (\$100.00) per course.

*Release time for curriculum development will not be subject to additional compensation.

F. COLLEGE TUITION/WORKSHOP REIMBURSEMENT

The Board shall appropriate Thirty Three Thousand Dollars (\$33,000) per year to be paid to bargaining unit members for earned college credit/workshops subject to the following conditions:

1. A joint committee of teachers and administrators shall oversee the District's Tuition Reimbursement Program.
2. All applications shall be due in the Treasurer's Office by September 30. Thereafter, the "reimbursement year" shall be defined as the Fall university/college session through the last summer session.
3. When submitting a request for tuition reimbursement, an itemized receipt for payment from the educational institution along with a transcript or grade

card or certificate of workshop attendance must be provided. A grade of "C" or better or "P" (for pass/fail courses) is required for college courses. No grade will be required for workshops attended.

4. Courses or workshops must offer CEUs or college credit leading to certification/licensure or improvement in the teacher's qualifications for the current position he/she holds. College courses must be taken in education, the area of present certification/licensure, or any area of certification/licensure permitted by the State Department of Education leading to new certification/licensure or recertification/re-licensure.
5. Bargaining unit members who make application and receive payment under this Section agree to remain employed with the Board for the balance of the school year in which reimbursement is paid. In the event a member does not fulfill his/her contractual obligation for that school year, he/she must refund the amount of tuition reimbursement received (by payroll deduction).
6. Payment will be made on or before October 30.
7. In the event the total value of reimbursement requests exceed the available funds in any given year, each applicant shall be paid a percentage equal to the available funds divided by the cost of coursework submitted for reimbursement. Funds remaining after all reimbursement requests have been satisfied shall be carried forward into the next year. If any funds remain at the expiration of this Agreement, the balance shall be returned to the General Fund.

ARTICLE 6 - LEAVES OF ABSENCE

A. SICK LEAVE

1. Each full-time employee shall be entitled, for each completed month of service, to sick leave of one and one-fourth (1-1/4) workdays with pay [fifteen (15) days per calendar year]; the unused portion of such leave being cumulative up to two hundred sixty-five (265) days.
2. Sick Leave may be used upon approval of the responsible administrator, for absence due to personal illness, pregnancy, injury or exposure to contagious disease, which could be communicated to others. The use of Sick Leave for pregnancy will commence on the birth date of the child and will be for a duration of six (6) weeks. If circumstances arise that would necessitate an extension of the initial six (6) weeks, the bargaining unit member will submit a doctor's statement certifying the need for the extension. The bargaining unit member or designee will notify the District's Central Office of the birth date of the child. Notification should be made within two (2) weeks of the birth date.
3. Sick Leave may also be used for absence due to illness, injury or death in the employee's immediate family.

4. "Immediate family" for Sick Leave purposes will include the following: parent, mother-in-law, father-in-law, spouse, child, sibling, and any person living within the household or for whom the employee has custody or responsibility. These relationships will be automatic [in life threatening situations, grandchild will be included]. All other requests will be reviewed by the administrative staff.
5. A half-day may be used for the funeral of any deceased person not included in the immediate family, upon the approval of the responsible administrative officer. The assumption being that the deceased person would have to be a relative or a very close friend before such requests were honored. [No additional time will be approved for travel to distant places.]
6. No employee shall lose his/her accumulative Sick Leave allowance by reason of having been on leave of absence, nor shall he/she accumulate sick days while on leave.
7. The employee shall complete the prescribed form indicating the specific reason for his/her absence and whether regular pay is anticipated under the above policy. Each Building Principal shall sign for all employees under his/her responsibility. His/Her signature verifies the actual absence and indicates an attempt to verify the reasons for absence.
8. New employees, who have accumulated Sick Leave due to previous employment in a public agency in Ohio, shall be responsible for having this certified to the Board Treasurer. Not more than two hundred sixty (260) days would be honored by way of transfer.
9. Any teacher who has exhausted his/her Sick Leave shall be credited with five (5) days per year. Unearned Sick Leave advanced is charged against the sick days the employee subsequently accumulates. If the teacher's employment is severed, any advance sick days shall be deducted from the last pay.
10. On any day for which requested Sick Leave becomes an inclement weather day or a facilities-related school closing day, Sick Leave shall not be charged for that day [excluding Sick Leave for which a substitute is paid].
11. Deductions shall be on a one-half (1/2) day basis.

B. PERSONAL LEAVE

1. A maximum of three (3) working days per year with pay will be granted for Personal Leave. The three (3) days per year would be nonaccumulative.
2. Each bargaining unit member will be granted, upon request, three (3) days of Personal Leave per school year with pay. Such leave shall be granted subject to the following conditions:
 - a. No reason need be stated.

- b. These days shall not be used for the purpose of extending school vacation days/calendar recesses, vacation, recreation, or shopping trips. They shall not be used on parent/ teacher conference days [unless the teacher agrees to return for evening conferences] or during the first week or last three (3) weeks of the school year, except in cases of emergency with the approval of the Superintendent/designee.
- c. There shall be no more than six (6) teachers who require substitutes on Personal Leave in any one (1) day, except in case of an emergency, with the approval of the Superintendent/designee.
- d. Personal Leave requests may be denied if no substitute or internal class coverage is available, except in case of an emergency or with the approval of the Superintendent/designee.

3. Obtaining Leave

- a. The Personal Leave Request Form is available from the Building Principal's Office. It must be submitted to the Principal and approved by the Superintendent/designee, whose approval is limited to the reasons herein, at least three (3) workdays in advance of the requested date.
- b. In an emergency situation, the form must be completed and submitted within two (2) workdays after the employee returns to work.

4. Conversion

A bargaining unit member not using any Personal Leave in a contract year shall have two (2) days of Sick Leave added to his/her total accumulation and, if any days have been used, each remaining day of unused Personal Leave shall be converted to one-half (1/2) day of accumulated Sick Leave.

5. Cancellation

On any day for which requested Personal Leave becomes an inclement weather day or a facilities-related school closing day, Personal Leave shall not be charged for that day [excluding a personal day for which a substitute is paid].

C. PHYSICAL ASSAULT LEAVE

If a teacher is assaulted while on a school assignment, up to thirty (30) calendar days of Physical Assault Leave will be granted with pay, providing the following:

- 1. Charges are filed by the assaulted teacher against the alleged assailant.
- 2. There are no Court findings of said teacher assaulting the alleged assailant.
- 3. The teacher submits, upon return to work, a physician's statement specifying the amount of time needed from work due to the assault related injuries.

4. The teacher forwards any Workers' Compensation wages, received as the result of an assault-caused absence, to the Board Treasurer within ten (10) days of receipt.

D. ASSOCIATION PRESIDENT OR PRESIDENT-ELECT LEAVE

The Board will pay the Association President's or President-Elect's salary and fringe benefits for up to two (2) days per year for Association business.

E. UNPAID CHILD CARE/ADOPTION LEAVE

1. A bargaining unit member who wishes leave and who has a child less than two (2) years of age, or any age if custodial care is necessary in the opinion of the child's physician, must notify the Superintendent in writing at least thirty (30) calendar days before the commencement of the leave. In an emergency situation, notification shall be given as soon as possible.
2. Leave shall be granted for up to one (1) school year; except if leave is commenced in the second semester, then the leave may be for a period of up to the whole following school year.
3. The dates leave is to commence and end shall be included in the written notification stated in Paragraph E1, above. [Leave shall only end at the beginning of the year or the semester.]
4. In the case of adoption, leave may commence before the adoption is complete and actual custody is obtained, if it is necessary to fulfill the requirements for adoption.
5. Any insurance(s) desired by the employee shall continue for the duration of the leave so long as he/she reimburses the Board one hundred percent (100%) of the premium paid on a monthly basis.

F. OTHER UNPAID LEAVE OF ABSENCE

1. The Board will grant a leave of absence not to exceed two (2) years for illness or disability [one (1) year for maternity]. Before any leave or renewal thereof is granted, application in writing must be made to the Board through the Superintendent. The application will state the name of the applicant, the reason such leave is requested, and the requested duration of such leave including the proposed starting and ending dates of such requested leave.
2. Any teacher who leaves a teaching position by resignation or otherwise, and within forty (40) school days enters the armed forces of the United States, upon return with an acceptable discharge (not dishonorable), he/she shall be reemployed by the Board.
3. Without a request on the part of the employee, the Board may grant a leave of absence, or renewal thereof, to any employee because of physical or mental disability but such employee shall have the right to a hearing on such unrequested leave of absence in accordance with Ohio Revised Code 3319.16.

4. Educational Leave may be granted to teachers with at least ten (10) years of experience in Orrville City Schools, with the recommendation of the Superintendent, for one (1) school year, providing such request is submitted in writing by March 1 of the preceding school year for which the leave is requested. The request shall detail the specifics of the educational experience and provide rationale regarding how it will have a positive impact on his/her students/assignment.
5. To be reinstated, an employee must notify the Superintendent in writing by April 1. Teachers who are granted leaves of absence for the first semester only will notify the Superintendent by November 1 of their intent to return, extend their leave, or resign their position.
6. All leaves of absence are unpaid. No fringe benefits, including retirement system contributions, will be paid during a leave of absence, unless the employee formally notifies the Treasurer, making arrangements to personally pay for the same. If less than one (1) year of leave is desired, the end of the leave period shall be synonymous with the end of the semester; if a full year is preferred, the end of the leave period shall be synonymous with the end of the semester in which the leave terminates [leave could actually amount to a period of more than one (1) year]. A leave through the end of the second semester, or beginning during that semester and continuing into the first semester of the following school year, will necessitate the same employee payment responsibilities for the summer months as during the leave period.
7. The Board guarantees no specific position or job station upon return from a leave of absence. No seniority will be gained during a leave of absence, but previously earned seniority will not be lost during or after a leave of absence.

G. VACATION-TYPE LEAVE

1. Teachers will be limited to five (5) days per year of vacation-type leave. The Principal should be notified as early as possible of any such request. A minimum of two (2) weeks' notice should be given.
2. The teacher's pay will be deducted on the basis of the number of days in the school calendar or the number of days in the contract.

H. COMPULSORY LEAVE

1. Jury Duty

Orrville City School District employees will receive regular compensation for time required to serve on jury duty. No Personal Leave or Sick Leave will be charged against the employee who is required to fulfill jury duty.

2. Witness

In those cases not involving any personal business of the employee, if he/she is subpoenaed to serve as a witness or required to attend a SERB or arbitration hearing, no Personal Leave or Sick Leave will be charged to him/her. Regular compensation will be paid for time served.

I. PROFESSIONAL LEAVE

1. The Superintendent/designee may approve requests for Professional Leave for attendance at professional meetings for improvement of classroom teaching, techniques and strategies, upon completion of the leave form. Such requests shall not be unreasonably denied. The Board shall pay the registration fee, travel and lodging expenses for which the teacher has submitted receipts to the Board Treasurer within five (5) days of his/her return from Professional Leave. Teachers shall receive full pay without deduction for the Professional Leave days. If the Professional Leave is denied by the superintendent or his/her designee and the bargaining unit member requests to attend at their own expense the superintendent and his/her designee has the discretion of approving the bargaining unit member's request.
2. In order to improve teaching techniques and teaching strategies, each teacher shall have the opportunity to use one (1) regular instructional day in any school year for visitation in another school in or outside the District. Any teacher desiring to make such a visitation shall submit a written request to his/her Building Principal stating specific purpose of the visitation. Approval by the Superintendent/designee and the school to be visited must be received prior to the visitation.
3. Teachers will be permitted to use a Professional Leave day in addition to Paragraph I4, below, with prior approval of the Superintendent/designee. However, no teacher shall be granted more than three (3) teacher requested days annually without the express approval of the Superintendent/designee. These limits do not include any administrative requests.
4. Professional Leave may be granted to those coaches approved by the Superintendent/designee to go to OHSAA-sponsored clinics pertaining to those coaches' specific sports. Head coaches may be granted Professional Leave to attend the OHSAA state finals pertaining to a coach's specific sport.
5. Staff members who utilize Professional Leave to attend professional conferences or meetings outside the District will share the information presented with their colleagues. Information sharing is intended to be an informal process whereby the teacher returning from a professional development activity could make a brief presentation at a staff meeting, send information to appropriate staff by E-mail, or host a conversation during collaborative planning time or the lunch period or coordinate some activity to facilitate a discussion of the topic(s) presented.

J. FMLA LEAVE

1. The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993 (FMLA).
2. The FMLA shall not diminish the leave of absence rights and benefits under this Agreement, where it provides greater rights and benefits than the FMLA. To the extent that the FMLA mandates leave rights and benefits in excess of those provided in this Agreement, those excess leave of absence rights and

benefits shall be accorded to teachers eligible therefore under the Act and regulations issued pursuant to it. Each party shall retain all the rights accorded to them by the FMLA.

ARTICLE 7 - TEACHER WELFARE & WORKING CONDITIONS

A. REDUCTION IN FORCE

1. Cause(s)

When by reason of decreased enrollment of pupils, overall or in specific courses, return to duty of regular teachers after leaves of absence, changing or abolishing elementary or secondary offerings or sections, or by reason of suspension of schools, anticipated loss of Federal funds resulting in loss of federally-funded positions, if later substantiated, or territorial changes affecting the District, or for financial reasons, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in staff. Transfers due to attrition will have priority over implementing this procedure.

2. Suspension of Contracts

- a. Reductions under this procedure will be accomplished through the suspension of teachers' contracts. An attempt will be made to give thirty (30) days notice prior to the end of the school year of proposed RIF position(s). Notice will not be given later than July 10. The RIF shall commence at the beginning of the following work year.
- b. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an employee is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full salary the employee would receive under the contract.

3. Notification

Prior to a RIF, the Board shall give written notice to the Association of its intent to effect a RIF. Such notice shall contain the reason for the RIF and the teacher or teachers who may be initially affected in the District.

4. Order of Reduction

- a. Limited contract teachers shall be reduced by using the following order:

- (1) Certification/licensure; then
- (2) Seniority in the District

- b. Continuing contract teachers may be reduced only after all limited contract teachers of the same certification/licensure and then by seniority.

5. Procedure

- a. A *seniority list will be developed by the Superintendent on or before November 1 of each school year. Teachers shall be placed on all lists for which they are certified/licensed.
- b. Seniority will be defined as the length of continuous service as a certificated/licensed employee under a regular full-time contract in the District. Teachers, excluding SGIs, not on regular full-time contracts will be given one (1) year of seniority for each two (2) years of continuous service in the District.
 - (1) Board approved unpaid leaves of absences will not interrupt continuous service, but time spent on such leave shall not count toward seniority.
 - (2) If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 - i. the date of the Board meeting at which the teacher was hired; and then by
 - ii. the date the teacher signed his/her initial employment contract in the District; and then
 - iii. any remaining ties will be broken by lot. The tie breaking procedure will be selecting a number from a container with each number representing a different employee. The first number selected will be the most senior and the next number selected will be the next most senior and so forth until all ties in seniority are broken. The selection will be made by the administration with a representative of the Association present.
- c. Teachers selected for RIF shall immediately be placed on a RIF list compiled from the seniority lists.
- d. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each teacher is reinstated, the Board shall notify the Association President.

6. Recall

- a. Any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certificated/licensed.
- b. While there are previous teachers of the District who are unemployed as a result of a RIF and who possess proper certification/licensure to fill any vacancy which may arise, no new teacher(s) shall be hired for the period provided in Paragraph F6, below.

- c. The Board shall give written notice of recall by a certified registered delivery letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.
- d. Within ten (10) business days of the returned certificate of a certified delivery of an offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on the RIF list who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Section.
- e. Teachers returning to employment after a RIF shall resume their previous contract status, seniority, salary, and existing fringe benefits.
- f. If a teacher declines an offer to return, or does not answer a request to return, or does not keep his/her address current with the Board Treasurer, or was on a limited contract and has been on the recall list for twenty-four (24) months from the effective date of the reduction per Section 7/3, above, said teacher shall be removed from the recall list and the Board shall have no further obligation to the teacher. However, no teacher shall lose his/her place on the recall list by declining a position with a lesser percentage of full-time employment than the position the teacher last held while employed in the District.
- g. It shall be the responsibility of all teachers to have on file in the Superintendent's Office all valid Ohio Teaching Certificates/Licenses.
- h. A teacher when on a recall list who becomes certified/licensed in additional areas shall not have bumping rights over a teacher currently employed. However, said teacher will be added to the appropriate RIF list in the additional certified/licensed areas.

*The base seniority list upon which the 2009 – 2010 seniority list will be built will be the list in effect prior to the beginning of the 2009 – 2010 school year. Each seniority list built after November 1, 2009 will reflect contract language negotiated for 2009 – 2010 and thereafter.

B. SMALL GROUP INSTRUCTOR LAYOFF PROCEDURE

- 1. When, by reason of decreased student population in need of tutoring, return to duty of regular Small Group Instructor (SGI) after leaves of absence, suspension of schools, financial reasons, or territorial changes affecting the District, the Board may implement a reasonable RIF in accordance with Article 7 except as specified below.
- 2. Small Group Instructors (SGI) shall be included on a separate seniority list for purposes of reduction in staff. An attempt will be made to give thirty (30) days notice prior to the end of the school year of proposed RIF position/s, but notice will not be given later than July 10 to SGIs whose contracts are suspended because of a reduction in staff. SGI employees will be placed on a recall list for twenty-four (24) months.

3. The Board may also reduce hours, days, or positions of SGIs based upon the availability of Federal funds.

C. STUDENT DISCIPLINE

1. When a teacher is no longer able to manage a discipline problem in the classroom, the problem shall be referred to the Building Principal; and the teacher may effect an emergency removal from the curricular or extracurricular activity he/she is supervising, if the student's presence poses a continuing danger to persons or property or a threat of disrupting the academic process. As soon as practicable after making such a removal, the teacher shall submit, in writing to the Principal, the reasons for such removal.
2. The Principal, working cooperatively with teaching staff, will develop guidelines for teachers sending pupils to the office and the disposition of related problems.

D. PROCEDURE FOR HANDLING PARENTAL COMPLAINTS

1. If the Board or the Association receives a complaint, he/she shall inform the bargaining unit member in a timely fashion if the complaint is to be dealt with as described in Paragraph C3, below. The member, if requested by the Principal, will make personal contact with the complaining person within two (2) workdays. It is the responsibility of the member to inform his/her Immediate Supervisor of the contact and of the complaint status.
2. Anonymous complaints shall not be placed in a personnel file or used as basis for evaluation.
3. No parental complaints will be placed in a personnel file unless an investigation into a complaint leads to a letter of explanation, evaluation and/or disciplinary action.
4. If a teacher requests that a Principal or other staff member attend a parental conference, the Principal shall arrange a meeting with the parent and the teacher at a mutually convenient time.

E. INDIVIDUAL CONTRACTS

1. Limited Contracts

- a. All full-time teachers who are not eligible for a continuing contract shall be eligible to receive limited contracts according to the following schedule:
 - (1) three (3) one-year contracts of at least one hundred twenty (120) days duration each;
 - (2) three (3) two-year contracts; and thereafter
 - (3) three-year contracts.

- b. Implementation will be coordinated with years of service in the District.

2. Supplemental Contracts

A supplemental contract will be issued for supplemental positions filled by the Board, and no employee will be asked to perform a supplemental duty without a supplemental contract.

3. Continuing Contract Eligibility

Continuing contract eligibility shall be governed by State law. A continuing contract shall be awarded only at the expiration of an existing limited contract, unless otherwise agreed to by the teacher and the Board.

4. Current Limited, Continuing, Supplemental, Contract forms and the Salary Notice form are attached as Appendices C, D, E, and F.

F. VACANCIES AND TRANSFERS

1. Vacancies

- a. A teacher vacancy shall exist when a new teaching position is created by the Board, or when the Superintendent decides to fill a position which becomes vacant due to the death, resignation, retirement, termination, nonrenewal, promotion, transfer or leave of absence of a teacher for more than one (1) year.
- b. The Administration agrees to post in each building any teacher vacancy occurring during the school year. During summer vacation, vacancies will be posted at the Board Office, all school buildings, and sent to the Association President and those employees who have indicated a desire to transfer in Paragraph E2a, below.
- c. Current teachers, who have not already made their general desires known through Paragraph E2a, below, will have five (5) workdays from the date of mailing or date of posting in which to apply for the vacancy.
- d. A teacher vacancy created after the beginning of a school year will be filled temporarily for the remainder of the school year. Teachers employed after the school year begins shall be nonrenewed at the end of the school year. The teaching position will be posted as a regular vacancy for the following year. The posting will be done in May.
- e. All applicants for a vacancy must possess proper certification/licensure within thirty (30) days of the time the job starts. Temporary certificate/license shall not be allowed to satisfy this requirement, if there are applicants with regular certificates/licenses otherwise available. Current staff will be given first consideration for openings and will be given a response within twenty (20) workdays after the interview and, if denied over outside applicants, the current staff member will be given specific reasons for the denial of transfer.

- f. A "workday" is when the Board Office is open for business.

2. Voluntary Transfers

a. Annual Notification by Teacher of Preference to Transfer

Any current teacher wishing a new assignment for the following year shall, by March 1, notify the Superintendent in writing of his/her desires and the area(s)/grade level(s) and building(s) wanted. Such requests shall be kept on file until April 1 of the following year unless the member withdraws such request.

- b. Voluntary transfers shall be initiated by a teacher and shall be according to the following guidelines.

- (1) Written request to the Superintendent expressing a desire to be voluntarily transferred.

- (2) Requests for voluntary transfers shall be filed within five (5) days of the posting of the notice of the vacancy. The requesting party shall receive, within five (5) days following the end of the posting, a response to his/her requested transfer from the Superintendent. Such response shall be:

- (a) Approval of transfer request and date that transfer is to become effective;
- (b) Denial of transfer request;
- (c) Deferment of decision on transfer request.

- c. A teacher accepting a voluntary transfer shall not be transferred a second time for at least one (1) school year.

3. Involuntary Transfer

- a. It is recognized that from time to time it may be in the best interest of the educational program to transfer members of the instructional staff from one (1) assignment to another and/or from one (1) building to another.

- b. The Superintendent may direct an involuntary transfer of building, subject, or grade level. If a teacher is to be involuntarily transferred to a different building or to a different grade level in the elementary grades or to a different department in the secondary level, the Superintendent shall meet with the teacher, upon the teacher's request, to share the rationale for this action. Notification normally shall be given to the involved teacher(s) by August 1, preceding the effective date of said involuntary transfer.

- c. The Superintendent may direct an involuntary transfer of a teacher for identified performance reasons.

G. TEACHER EVALUATION

1. Philosophy, Purpose, and Objectives

a. Philosophy

Staff evaluation has two (2) major goals: to ensure effective teacher performance, and to provide for the continuous development and improvement of the individual teacher. The achievement of these goals will result in the improvement of instructional practices, thereby giving students the opportunity to reach their maximum potential.

b. Objectives

- (1) To continue to improve the quality of instruction through a regular review of teaching performance.
- (2) To assess teacher effectiveness by using appropriate appraisal procedures.
- (3) To commend exceptional teaching.
- (4) To recommend means of improvement where appropriate.
- (5) To establish a framework whereby general goals and specific objectives can be cooperatively developed.
- (6) To aid in creating and maintaining a professional climate for teachers and administrators to cooperate in meeting educational responsibilities to children.
- (7) To assist staff members in clarifying and establishing performance expectations, specific duties, responsibilities, and establishing a system of support and collaboration.
- (8) To provide an information source for consideration in administrative decisions affecting continuing contract status, promotion, and reemployment.

2. Evaluation Cycle

- a. Every bargaining unit member on a limited contract shall be evaluated during the year in which the contract is due to expire, according to the schedule illustrated below.
- b. Members on continuing contracts will be evaluated every three (3) years. A staggered schedule will be established by the Principal for evaluation of continuing contract teachers.
- c. The first evaluation, consisting of at least one (1) thirty-minute observation, shall be completed by December 15, including the written evaluation summary. The second semester evaluation

consisting of at least one (1) thirty (30) minute observation must be conducted between January 1 and April 1.

<u>Frequency of Observations/Evaluations</u>		
<u>Year/Contract</u>	1st Semester Evaluation	2nd Semester Evaluation
1st Three Years in Orrville	Minimum 1 Observation	Minimum 1 Observation
Up for Contract Renewal	One (1) evaluation per year May be completed in Fall or Spring Observation Window (minimum one (1) observation)	
Applying for Continuing Contract	Minimum 1 Observation	Minimum 1 Observation
On Continuing Contract	One (1) evaluation every 3 Years [Minimum 1 Observation] completed by May 15. This evaluation, including any observations, must be completed within one semester.	

- d. Teachers who are employed after the school year begins are not covered by this evaluation program and shall be nonrenewed at the end of the school year. The position will then be posted in accordance with Article 7, Section E (Vacancies and Transfers).
- e. If a teacher in the last year of a limited contract cannot be observed/evaluated according to the requirements of this Section, due to the teacher's extended or repeated absence, the Board may offer such teacher a one-year limited contract for the next school year. In such circumstances, the one-year limited contract will not be considered an "extended limited contract" as that term is defined in ORC 3319.11.
- f. The evaluator shall be the Building Principal, Assistant Principal, or other administrator assigned by the Superintendent. At the start of the school year, bargaining unit members will be notified of their evaluation schedule and their evaluator for that year.
- g. The evaluator must meet with applicable staff members at least five (5) days prior to the first formal observation to discuss the evaluation process and review procedures, including the purposes, evaluation forms/documents, expectations, and evaluation rubric.
- h. All evaluation/observation forms (Appendix G) are available online.

3. Observation(s)

- a. A valid and useful assessment of teacher effectiveness depends on the gathering of relevant data. For this reason, a pre-observation planning conference is required for each observation which shall include completion of the Pre-Observation Planning Conference Form

(Appendix G) for the first observation in a school year. This same form may be used for subsequent observations as directed by the evaluator. In the alternative, the evaluator may elect to utilize the Alternative Observation Conference Form for subsequent observations in the same school year.

- b. It is recommended that each observation allow the administrator to view a complete lesson. At least thirty (30) consecutive minutes is required for this. Minimum requirements do not preclude additional observations. A teacher may also request and receive observation(s) over the minimum required by the evaluation procedures.
- c. A post-observation conference will be held within ten (10) workdays of the observation.

4. Observation Days

- a. Formal observation shall not be conducted the day before/after the scheduled Thanksgiving Break, Winter Break, and Spring Break, or the day of the teacher's return from an approved leave of absence except by mutual agreement of the teacher and the evaluator.
- b. The formal observation process does not preclude informal classroom visits by building or District administrators.

5. Evaluation

- a. No formal teacher evaluation procedure will be deemed complete until the evaluated teacher has received a written evaluation of his/her job performance (within ten (10) days of the last observation).
- b. The evaluation will be a summary of overall performance, commendations, recommendations, and areas for improvement. The evaluation tool and appropriate forms are attached as Appendices F and G.

6. Unsatisfactory Evaluation

- a. An unsatisfactory evaluation is defined as one (1) or more unsatisfactory ratings on the Enhancing Classroom Instruction Report (Appendix G).
- b. The evaluator will provide a plan of assistance consisting of reasonable and specific goals for improvement, the necessary district resources for improvement (including but not limited to forms or other tools, dialogue with peers, classes, professional development release time or others resources necessary) and the necessary time to complete the plan to any teacher who receives an unsatisfactory evaluation. If a teacher receives an unsatisfactory evaluation, the second evaluation cannot be implemented in less than six (6) weeks.

In the event a teacher objects to the formal written evaluation of his/her job performance, the Administrator shall inform the teacher that he/she may exercise one (1) or more of the following options:

- (1) The teacher shall have up to two (2) workdays to review and sign the evaluation.
- (2) The teacher may request and receive a review of the formal evaluation by the Superintendent or his/her designee prior to April 20 for limited contract teachers and prior to June 1 for continuing contract teachers.
- (3) The teacher may elect to have his/her own statement attached to the evaluation.
- (4) The teacher may request assignment of a Mentor Teacher.
- (5) Allegations of an administrative procedural error shall be subject to a grievance.

The evaluator will provide a program of assistance to any teacher who receives an Unsatisfactory evaluation. If a teacher receives an Unsatisfactory evaluation, the second evaluation will not be concluded in less than six (6) weeks. An "Unsatisfactory" evaluation is defined as one (1) or more unsatisfactory ratings on the Enhancing Classroom Instruction: Evaluation Report (Appendix G).

d. Traveling Teachers

- (1) Prior to each school year, the Administration shall inform traveling teachers as to which evaluator(s) will evaluate them.
- (2) Evaluators will be determined by percentage of building time and the discretion of the Superintendent or designee. Other administrators will have a right to observe and include input in the teacher's evaluation.

- e. Counselors, Librarians/Media Specialists, and Speech Language Pathologists will be evaluated based upon the adopted evaluation process with forms specific to their area of expertise (Appendix F).

7. Teacher Options for Unsatisfactory Evaluation

In the event a teacher objects to the formal written evaluation of his/her job performance, the Administrator shall inform the teacher that he/she may exercise one (1) or more of the following options:

- (a.) The teacher shall have up to two (2) workdays to review and sign the evaluation.
- (b.) The teacher may request and receive a review of the formal evaluation by the Superintendent or his/her designee prior to April 20 for limited contract teachers and prior to June 1 for continuing contract teachers.
- (c.) The teacher may elect to have his/her own statement attached to the evaluation.

- (d.) The teacher may request assignment of a Mentor Teacher.
- (e.) Allegations of an administrative procedural error shall be subject to a grievance.

8. Statutory Relationship

The Board and the Association agree that the evaluation procedures contained in this Contract and the approved evaluation instrument shall entirely replace and supersede the evaluation requirements in ORC 3319.11 and 3319.111. However, if the Board intends to nonrenew a limited contract teacher, all other procedural due process requirements of ORC 3319.11(G) [including written notice; statement of reasons; hearing with the Board of Education, Court appeal] shall be applicable.

H. STUDENT MEDICAL NEEDS - DRUGS

Nothing in this policy shall be construed as requiring a bargaining unit member, other than nurse(s), to administer medication or drugs to students if the member objects.

I. NOTIFICATION OF CRIMINAL BEHAVIOR

When a student is assigned to a bargaining unit member, the Administration will notify the member if such student has a known history of criminal-type behavior of an aggressive, violent nature.

J. NOTIFICATION OF COMMUNICABLE DISEASES

Bargaining unit members will be notified of known, serious communicable diseases of students with whom members have contact, except as restricted by law.

K. CLASS SIZE

1. The pupil-teacher ratio shall meet or exceed the State Minimum Standards. There shall be no less than forty (40) classroom teachers per 1,000 basic ADM and no less than five (5) Education Service Personnel (ESP) teachers per 1,000 students. For the purposes of this Section, "classroom teachers" and "ESP teachers" shall be defined as per Ohio Revised Code 3317.023.
2. The Administration/Board will attempt to limit to twenty-five (25), the number of students in any class in grades Kindergarten through and including Sixth.
3. Building administrators will seek teacher input in the assignment of classroom aides on an annual basis. Assignment of aides to classes should be based upon a teacher's workload, number of assigned students, or other relevant considerations.

L. LABOR/MANAGEMENT RELATIONS COMMITTEE

The Association and the Board will establish a joint Labor/Management Relations Committee. The Committee will meet on a monthly basis, or on a schedule approved by the Committee.

M. REPORTING OF GRADES

There shall be at least a minimum of three (3) working days between the close of a grading period to the time grades are due, except at the end of the school year. Where there is a question of athletic eligibility, upon request, teachers may be required to fill in an athletic notification for the athletic department, in addition to the grade reports in a shorter period of time.

N. DUTY DISTRIBUTION

Duties shall be distributed and rotated to the extent feasible.

O. TEACHER WORKDAY AND WORK YEAR

1. The length of the teacher workday shall be seven (7) hours twenty-five (25) minutes for elementary teachers; seven (7) hours thirty (30) minutes for middle school/high school teachers (secondary 5-12). The work year shall consist of one hundred eighty-five (185) days with student classes scheduled one hundred eighty (180) days. The five (5) work days without students shall be *one-half (1/2) for administrative meeting/in-service and one-half (1/2) day for individual teacher preparation (184 for the 2009 – 2010 school year and then becomes 185 days in 2010-2011 school year.)

a. Beginning in the 2010 – 2011 school year the work day will be as follows unless otherwise mutually agreed upon by the EAO and the Board:

i. First weekday prior to the first day of school for students.

ii. The first weekday following the close of the end of the first, second and third nine weeks.

iii. First weekday following the last day of the school year for students.

Regularly scheduled high school staff meetings shall be limited to one per month (unless there is an emergency need). If a regularly scheduled high school staff meeting exceeds thirty (30) minutes in length, the time past the thirty (30) minutes will be deducted from the three (3) hour and forty (40) minutes of meeting/in-service time on the next available teacher workday.

Due to variations in staff needs (i.e. homerooms, extracurricular and curricular assignments), the teacher workday may be shifted slightly with the approval of the LMC, but may not exceed the length of the workday as provided above.

2. Elementary buildings will set aside not less than forty-five (45) minutes of dedicated staff time at the beginning of the school day for faculty meetings, staff in-service, collegial planning time, IAT meetings (where feasible) and teacher preparation. This time is intended to be used in a meaningful and productive manner and will be protected from excessive or unnecessary meetings. Complaints, if any, should be referred to the LMC.

3. Middle school and senior high teachers will be assigned to no more than six (6) instructional classes, and no more than four (4) preparations per day, unless they agree to more.
4. Each full-time Middle School and High School teacher shall be guaranteed at least one (1) planning period daily within the student contact day.
5. Each full-time elementary (K-4) contained classroom teacher shall have forty (40) minutes of uninterrupted planning time during the student day [two hundred (200) minutes per week] through the use of released time for art, music, physical education, library, computer technology, or other activities. Elementary special area teachers will have forty (40) minutes of uninterrupted planning time [two hundred (200) minutes per week] during the student contact day.
6. Definition
 Planning time is for work-related activities including but not limited to planning, grading, recordkeeping, and conferencing.
7. The Board may purchase, from the bargaining unit member, an additional instructional period at one-sixth (1/6) of the base salary. Instructional periods for less than one (1) year will be prorated. Bargaining unit members have the right to turn down the offer.
8. The Association will be given an opportunity to provide input to the annual calendar prior to Board adoption.

* One-half-day (1/2) constitutes three (3) hours and forty (40) minutes)

P. PERSONNEL FILES

1. The only official personnel file shall be maintained in the Superintendent's Office.
2. Anything deemed detrimental by the Superintendent will not be placed in the teacher's file before the teacher has an opportunity to see it and respond in writing.
3. There shall not be any material in the file that is obsolete, inaccurate, irrelevant, incomplete, untimely, not identifiable as to source or inappropriate for retention. If a teacher believes otherwise, the matter must be brought to the attention of the Superintendent for an investigation pursuant to Ohio Revised Code 1347, prior to filing a grievance.

Q. PAYROLL DEDUCTIONS

1. All Association members will be permitted payroll deduction for Association dues. Deductions will commence the first pay in October and will be deducted equally from all pays through the last pay in August the following year. The Association Treasurer shall notify the Board Treasurer of the amount to be deducted on or before September 15 of each year. Dues deducted will be forwarded to the Association Treasurer within five (5) days of the deductions.

2. The Board Treasurer will accept written requests for voluntary deductions for the Wayne County School Employee's Federal Credit Union for any payroll not yet processed.
3. Written requests for voluntary deductions for tax-sheltered annuities will be accepted if received on or before December 15 and shall be effective on January 15. Any bargaining unit member shall be permitted up to three (3) changes per school year. The Treasurer may accept additional request(s) for changes under extraordinary circumstances which, in his/her judgment, warrant an expansion of the limitations expressed above.
4. Written request for voluntary United Way payroll deductions will be accepted each school year. Payroll deductions will begin with the first pay in December through the last pay of August [up to eighteen (18) pays].
5. Fair Share Fee
 - a. All bargaining unit members shall become a member of the Association or pay a fair share fee each year as a condition of employment. A fair share fee deduction shall be automatic and does not require the written authorization of the bargaining unit member. Fee deductions shall be made on the same payroll dates that the Association dues are deducted. The Board obligation to deduct the fee shall cease upon the removal of the bargaining unit member from the Board's active payroll for any reason.
 - b. It shall be the responsibility of the Association to determine rebate procedures for nonmembers according to Federal law and provisions of Ohio Revised Code 4117.
 - c. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of, or connected with, the imposition, determination or collection of this provision, and to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, including attorney fees and Court costs.
 - d. The Board Treasurer shall provide the EAO Treasurer, within five (5) calendar days of the fair share fee deduction, the total amount deducted each pay period.
6. Written request for voluntary EPAC payroll deductions will be accepted until October 31 of each school year, and shall continue until revoked in writing to the Board Treasurer and the Association President.

R. LIABILITY SETTLEMENTS

If a settlement occurs in a negligence claim in which a teacher is named as a party and the settlement is without the express written approval of the affected teacher, the settlement of the liability claim shall not be used by the Board and/or Administration as any detriment, reprisal, or blemish on the employee's record.

S. MAINTENANCE OF CERTIFICATION/LICENSURE

Teachers choosing to surrender their teaching certificates/licenses, or allowing a certificate/license to expire shall so notify the Superintendent, in writing, during September or October of the preceding school year.

T. STUDENT TUITION WAIVER

The Board will waive any tuition of nonresident children of employees in the bargaining unit. The Superintendent will assign these student(s) to the most appropriate class. No more than ten (10) students per school year shall receive a waiver under this Section, and for this Section shall be selected in order of his/her application. Applications should be received no earlier than the end of the school year preceding the year for which the tuition waiver is sought.

U. EDUCATION OF STUDENTS WITH DISABILITIES

1. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the student is educated and that each student's education plan will be developed in accordance with his/her individual special needs.
2. Any teacher involved in educating a student who is being served under an IEP or 504 Plan will be given a copy of that plan and will be given the opportunity to provide input and feedback in the development, implementation or revision of that plan. A teacher may also access an electronic copy of a student's IEP or 504 Plan. A teacher with questions or concerns about a student's IEP/504 Plan should contact his/her building principal and/or the Director of Special Education. Thereafter, unresolved issues should be directed to the Superintendent. Any revisions to a student's educational program must be made through the IEP/504 process.
3. Recognizing that special classes, separate schooling, or removal of students with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily; the District will:
 - a. Offer a continuum of services including intervention specialists that will support and assist the regular education teachers in providing education in the least restrictive environment;
 - b. Provide in-service training to teachers and Small Group Instructors (SGI) to assist in addressing the legal and educational needs of disabled students in a regular educational classroom environment;

- c. Adopt a successful model for an inclusive program to be used in a regular educational environment.
 - d. Provide the individualized supplementary aids and services, including personnel, as determined necessary by the IEP/504 Plan, to provide instruction, medical procedures, or individualized assistance in a regular educational environment. When five (5) or more students with disabilities are integrated into a special area class and safety is an issue for that day, additional adult supervision will be provided if requested by the teacher.
 - e. Intervention specialists assigned to multiple elementary grade levels will have one grade level per instructional period.
 - f. A high school bargaining unit member teaching a core academic content area class whose class is fifty (50%) percent or more special education students may request that a trained special education aid be assigned when an intervention specialist is not available.
 - g. An elementary bargaining unit member teaching a core academic content area class whose class is thirty-three (33%) percent or more special education students may request that a trained special education aid be assigned when an intervention specialist is not available
4. Regular and special area teachers who are asked to participate in IAT/MFE/IEP/504 conferences during their regularly scheduled planning period within the student day will be provided with one period of release time. This language does not apply to non-assigned periods. If the conference is scheduled outside the workday the teacher will be compensated at the rate of \$20.00 per hour.
5. Special Education teachers and Small Group Instructors, (excluding Speech and Language Pathologist) will be provided one (1) day per five (5) students release time or \$60 per IEP (at the teachers/SGI option) for drafting of IEPs.
6. Alternative Assessment:
- a. Teachers who are responsible for developing Alternative Assessment Plans will be given one-half (1/2) day of release time in the building for each student to develop the plan.
 - b. No teacher will be required to develop or implement an Alternative Assessment Plan for a student without first receiving training regarding the specific requirement of such plans.
 - c. Teachers may request this training from the District.
7. Specialized Health Care Procedures
- a. Teachers in MH units with medically fragile students will be trained in any procedure necessary to protect the student.

- b. Teachers, other than MH teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student. Trained teachers in MH units may be requested, but are not required, to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student.
8. The following issues are not grievable:
 - a. A student's eligibility for special education or accommodations under the IDEA or Section 504.
 - b. The contents or appropriateness of a student's IEP/504 Plan.
 - c. A student's placement.
 9. Teachers may adjust their daily schedules to create time necessary to complete IEP's and 504 Plans with approval of the Building Principal.
 10. Review of Student Placement

A teacher may call a meeting of the building's Intervention Assistance Team and may recommend a student for referral for evaluation. Once a teacher makes a referral and a parent provides written consent, the teacher will be informed of the statutory timeline within which the evaluation must be completed. Teachers may request an IEP/504 meeting through the Special Education Director or IEP/504 Chairperson.

V. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. The Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for continuing education unit (CEU) credits, monitor the organization and planning of inservice programs, the existing mentor program, and identification of priorities for District staff development in collaboration with the Superintendent. The LPDC will serve as a discussion group for instruction and curriculum issues and other equivalent activities. The LPDC will be subject to any and all interim rules and regulations constituted by the State of Ohio.
2. The term of office for LPDC members shall be three (3) years, except the initial term shall be staggered [one year, two years, and three years] to provide continuity.
3. The LPDC shall be composed of three (3) persons appointed by the Association, which shall have as representation elementary, middle school and high school and two (2) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.
4. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.

5. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board of Education per the Board appeals procedure as the alternative to the independent appeals procedure.
6. For the life of the Contract, the LPDC will meet as deemed necessary by the LPDC working in collaboration with the Superintendent. The agenda for the meeting will be distributed in advance of the meeting.
7. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any Professional Leave restrictions, but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.
8. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent. The responsibility for keeping track of necessary requirements is that of the individual.
9. Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.
10. For the term of the Negotiated Agreement, the LPDC will undertake the responsibility for the Master Teacher Program as required by SB 2.

The LPDC will:

- a. Function as the Master Teacher Program Committee of at least five total members (majority teachers) to review and score Master Teacher applications.
- b. Establish formatting, assembling and submitting requirements. (using the document on the Master Teacher Program produced by the ODE Center for the Teaching Profession. Appendix H.)
- c. Report the number of Master Teachers in their district through EMIS beginning with the 2009-2010 school year.
- d. The District will insure that, under no circumstances, will the involvement in the activities of the Master Teacher Program Committee result in any adverse employment decisions for Committee Members or Master Teachers.
- e. Insure that the Master Teacher Program process shall have no adverse impact on the teacher's employee evaluation.
- f. Assure that the Master Teacher Program process is completely voluntary for bargaining unit members.

- g. Determine at the expiration of this Negotiated Agreement if the tasks of Master Teacher Committee are able to be continued in future Negotiated Agreements by the LPDC. The LPDC will make their recommendation to the Association and Board Negotiation Teams prior to the start of the next negotiations.

W. PROFESSIONAL DEVELOPMENT COMMITTEE

1. A Professional Development Committee will be established in each building. The Committee will be responsible for recommending building and District-wide staff development programs that are responsive to the needs/preferences of bargaining unit members in each building. The committees will meet twice each year. Department Chairs will play an important role within the Committee structure and will help guide the development of teacher training activities.
2. Staff development activities will be communicated to bargaining unit members well in advance of specific programs and events. Such advertising will include information about which members participated in the development of the program and from whom further information may be received. Bargaining unit members will also be provided a timely opportunity to review staff development programming.

X. BLOOD-BORNE PATHOGENS

Bargaining unit members shall be included as "at risk" for blood-borne pathogens and shall receive training and protection accorded those "at risk."

Y. YEAR-ROUND SCHOOL

The parties agree expressly to commit to completion of "effects bargaining," if the District determines to have year-round school operation prior to implementing year-round school.

Z. NATIONAL BOARD CERTIFICATION BONUS

Teachers who earn National Board Certification will be paid a one-time One Thousand Dollar (\$1,000) bonus, effective July 1, 2002. All teachers who currently hold National Board Certification are eligible for this one-time award.

ARTICLE 8 SMALL GROUP INSTRUCTOR PROVISIONS (SGI)

A. SGI DEFINITION

Special Education Tutors, LD tutors, academic coaches, and Title I tutors, and Math Lab Coordinator, shall be known as Small Group Instructors (SGIs).

B. CONTRACTS

SGIs shall not be eligible for tenure, but shall be issued a contract as follows:

One year contract -- Upon initial employment

C. SCHEDULED TIME PAY

SGIs will be paid their regular hourly rate even if no students show up for a scheduled session. The SGI shall use such time as preparation time.

D. MEETING PAY

SGIs will be paid their regular hourly rate for required attendance at meetings with teachers of students assigned to the SGI, parent/teacher conferences, faculty meetings, in-service meetings, and IAT/MFE/IEP/504 conferences.

E. SPECIAL EDUCATION SGI PLANNING AND CONFERENCE TIME

Special Education SGIs will be provided with weekly planning and conference time equal to ten (10) percent of their regularly scheduled hours. Weekly planning time missed due to the absence of the SGI or school not in session will be lost for the week.

F. EVALUATION

Each SGI shall be assigned a supervisor for evaluation and reporting off purposes. Each SGI will be evaluated one time per year, after three (3) years they will be evaluated every other year.

G. ACADEMIC COACHES VS. TEACHERS

Academic Coaches/Reading Coaches will not be used in the place of Reading Teachers.

ARTICLE 9 – DURATION AND INTENT

A. DURATION AND EFFECT

1. This Contract and appendices, becomes effective July 1, 2009, and remains in force until June 30, 2011. It has been negotiated in good faith by the aforementioned parties and has been fully explained to and ratified by the parties who have authorized their representatives to sign below.
2. The execution of this Agreement creates a legal and binding document on both parties and may not be changed, altered or modified by either party unless done in accordance with this Contract. All parties agree to comply with the provisions of this Contract.

B. CONTROLLING AGREEMENT

This agreement is the negotiated contract between the Board and the Association. If there is any conflict between this Contract and policy or practice, this Contract shall be controlling.

C. DAYS

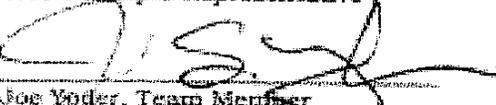
“Days,” in this Contract, are calendar days unless otherwise specified.

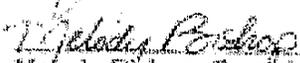
SIGNATURES

FOR THE ASSOCIATION


Phil Young, President


LaVonne Lobert-Edano
EAO Principal Representative


Joe Yoder, Team Member

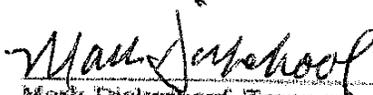

Melody Bishop, Team Member


Jackie Krajcik, Team Member

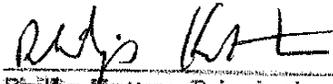
FOR THE BOARD


Dr. Greg Roadrick, President


James J. Ritchie, Superintendent


Mark Dickerhoff, Treasurer


Pat Lorson, Board Member


Philip Hatten, Principal

This Collective Bargaining Agreement was ratified by ballot of the Association on
May 5, 2009

Association Secretary

This Collective Bargaining Agreement was ratified by the Board at its meeting on
May 12, 2009.


Mark Dickerhoff, Treasurer

MEMORANDUM OF UNDERSTANDING BETWEEN

EDUCATION ASSOCIATION OF ORRVILLE

AND

ORRVILLE CITY BOARD OF EDUCATION, WAYNE COUNTY, OHIO

The Education Association of Orrville (Association) and the Orrville City Board of Education (Board) agree to the following:

1. That the Board agrees to release the High School teachers from all duties for the period of the Negotiated Agreement July 1, 2009 – June 30, 2011.
2. The parties have agreed that the Board may assign duties to High School Teachers who have more than two (2) free periods in their daily schedules.
3. The parties agree to review this issue in the next negotiations process.
4. The parties agree that this Memorandum will govern duty assignments from July 1, 2009 – June 30, 2011.
5. The Board and the Association agree that this Agreement shall not have any value as precedent regarding any other matter or the interpretation of the collective bargaining agreement for certified staff in effect between the parties.
6. This Agreement represents the entire Agreement by the parties and any other claimed verbal or informal understandings are null and void and shall have no effect on the written terms contained in this Agreement.
7. This Agreement is a binding contractual commitment and as such the parties acknowledge and agree that this Agreement and the attachments contained may be grieved under Article 3. Grievance Procedure of the Negotiated Agreement between the Education Association of Orrville and the Orrville City Board of Education, Wayne County, Ohio, effective July 1, 2009 – June 30, 2011.

FOR THE SCHOOL BOARD

FOR THE ASSOCIATION

Jon Ritchie
Superintendent

Phil Young,
President

Date

Date

**ORRVILLE CITY SCHOOLS
GRIEVANCE FORM
LEVEL _____**

Name _____ Building _____

Statement of Grievance _____

Resolution Sought _____

Signature _____ Date _____

Disposition Rendered _____

Signature _____ Date _____

Attach additional pages as necessary in order to complete any section.

TEACHER CONTRACT: LIMITED

ORRVILLE CITY SCHOOLS
815 NORTH ELLA STREET
ORRVILLE, OH 44667

AN AGREEMENT ENTERED INTO BETWEEN (Teacher/SGI Name) _____
_____ and the Orrville City School District of Wayne County, Ohio.

The said teacher hereby agrees to teach in the public schools of said District for a term of _____year(s) beginning _____ for 183 days per year and agrees to abide by and maintain the policies, procedures, rules and regulations adopted by such Board for the government of the schools in such district [including. all expectations in the teacher's handbook, Board Policy and those assessed in the teacher evaluation instrument].

In consideration of and for such services, the said Board of Education agrees to pay, to the said teacher the sum of _____ Dollars; said sum to be payable annually in twenty-four (24) installments.

This agreement entered into at Orrville, Ohio, this _____ day of _____, 20____.

Degree

Step

Teacher/SGI

The Board of Education

President

Treasurer

The following conditions must be met or this contract is null and void:

1. Teacher's certificate/license must be valid for the assigned position.
2. Degree(s) and hours honored to determine the salary must be verified.
3. Years of experience used in the salary designated must be verified.

TEACHER CONTRACT: CONTINUING

ORRVILLE CITY SCHOOLS
815 NORTH ELLA STREET
ORRVILLE, OH 44667

AN AGREEMENT ENTERED INTO BETWEEN (Teacher's Name) _____
_____ and the Orrville City School District of Wayne County, Ohio.

The said teacher hereby agrees to teach in the public schools of said District from the date of this contract until he/she resigns, elects to retire, is retired pursuant to law, or until said Contact is terminated or suspended as provide by law.

Said _____ further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the schools of said District.

In consideration of and for such services, the said Board of Education agrees to pay, at the office of its Treasurer, to the said _____ the sum of _____ Dollars, annually. Said sum to be payable in twenty-four (24) equal installments. Notices to be sent annually as provided by law.

This agreement entered into at Orrville, Ohio, this _____ day of _____, 20____.

Degree

Step

Teacher

The Board of Education

President

Treasurer

SUPPLEMENTAL CONTRACT

ORRVILLE CITY SCHOOLS
815 NORTH ELLA STREET
ORRVILLE, OH 44667

This limited contract entered into by and between _____ of _____ Address _____ City, Ohio, hereinafter referred to as "Teacher," and the Orrville City Board of Education of Wayne County, Ohio, hereinafter referred to as "Board;" WITNESSETH:

In addition to Teacher's regular teaching duties (if any), said Teacher does hereby promise and agree to perform the following duties for and in behalf of said Board:

Position _____ and further agrees to abide by and maintain the policies, procedures, rules and regulations adopted by such Board. Such additional duties shall be performed by Teacher during the school year _____.

In consideration of the duties to be performed by said teacher, the Board promises and agrees to pay said teacher, the sum of \$ _____ Stipend annually, payable as follows: in _____ payments. This limited contract entered into at Orrville, Ohio, this _____ day of _____, 20 ____.

ORRVILLE CITY BOARD OF EDUCATION

President

Treasurer

Teacher

This contract is null and void if the following conditions are not met:

1. Completion of any school board, local or state government requirements assignment.
2. Completion of all aspects of this assignment.

NOTICE AS TO TEACHER'S SALARY

ORRVILLE CITY SCHOOLS
815 NORTH ELLA STREET
ORRVILLE, OH 44667

Date _____

TO: _____

You are hereby notified that your salary for the school year _____ will be
_____ Dollars.

Said salary will be payable in twenty-four (24) installments, beginning September 15,
providing said teacher adheres to all provisions referenced in heretofore teacher
contracts/notices.

Degree

Step

ORRVILLE CITY BOARD OF EDUCATION

President

Treasurer

(Teacher's Signature)

Date _____

Ohio Revised Code Section 3319.12

Orrville City Schools
Enhancing Classroom Instruction: Evaluation Report

Teacher/SGI Name _____ School _____ Grade Level/Subject _____

Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

Instructions: Please rate the teacher's performance on any of the twenty-two (22) criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

U = Unsatisfactory S = Satisfactory P = Proficient

Domain 1: Planning and Preparation		Rating	Domain 2: Classroom Environment		Rating
1a	Demonstrating knowledge of content and pedagogy		2a	Creating an environment of respect and rapport	
1b	Demonstrating knowledge of students		2b	Establishing a culture of learning	
1c	Selecting instructional goals		2c	Managing classroom procedures	
1d	Designing coherent instruction		2d	Managing student behavior	
1e	Assessing student learning		2e	Organizing physical space	

Domain 3: Instruction		Rating	Domain 4: Professional Responsibilities		Rating
3a	Communicating clearly and accurately		4a	Reflecting on teaching	
3b	Using questioning and discussion techniques		4b	Maintaining accurate records	
3c	Engaging students in learning		4c	Communication with families	
3d	Providing feedback to students		4d	Contributing to the school and district	
3e	Demonstrating flexibility and responsiveness		4e	Growing and developing professionally	
			4f	Showing professionalism	

Orrville City Schools
Guidance Counselor Evaluation Report

Counselor's Name _____ School _____ Grade/Age Level _____

Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

Instructions: Please rate the counselor's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

U = Unsatisfactory S = Satisfactory P = Proficient

Domain 1: Planning and Organization		Rating	Domain 2: Assistance to Students		Rating
1a	Establishing priority outcomes for developmental (grade) level		2a	Interpreting test results	
1b	Involving teachers, counselors, administrators when appropriate		2b	Planning their current and future academic/vocational programs	
1c	Following systematic, comprehensive guidelines for guidance program		2c	Adjusting to school; developing self-concept; acquiring interpersonal skills	
1d	Completing record-keeping tasks		2d	Providing occupational and career information	
1e	Using a variety of methods to disseminate information		2e	Coping with personal and social concerns	

Domain 3: Assistance to Parent/Guardian		Rating	Domain 4: Assistance to School Staff		Rating
3a	Forming realistic perceptions of student abilities/aptitudes		4a	Serving as consultant/support to meet students' curricular or advisory needs	
3b	Acquiring information about appropriate resources in or out of school		4b	Contributing to curriculum development	
3c	Providing understanding of child/adolescent growth and development		4c	Facilitating smooth transitions for students from grade to grade/building level	
3d	Initiating parent communication when appropriate		4d	Interpreting data related to student assessment	
3e	Providing family assistance		4e	Actively working with IATs	
3f	Using strategies to encourage student learning		4f	Serving as liaison with other student services	

Orrville City Schools
Librarian/Media Specialist Evaluation Report

Librarian's Name _____ School _____ Grade/Age Level _____

Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

Instructions: Please rate the librarian's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

U = Unsatisfactory	S = Satisfactory	P = Proficient
---------------------------	-------------------------	-----------------------

Domain 1: Planning and Organization		Rating	Domain 2: Library Skills		Rating
1a	Establishing goals for the library		2a	Maintaining print and non-print material in good condition and that is supportive of curriculum	
1b	Implementing and maintaining process for selecting processing, inventorying materials		2b	Providing an organized and welcoming environment	
1c	Establishing appropriate schedules for teachers and students		2c	Providing fair and effective supervision of assistants and volunteers	
1d	Completing reports accurately and on schedule		2d	Maintaining written circulation policies and procedures	
1e	Maintains suitable budget and accounting procedures		2e	Incorporated computed-assisted instruction	

Domain 3: Instructional Leadership		Rating	Domain 4: School and Community		Rating
3a	Demonstrating knowledge of the curriculum		4a	Promoting positive relationships between the school and parents/community	
3b	Assisting classroom teachers in obtaining supportive materials		4b	Conducting orientation program for all students	
3c	Developing/maintaining/improving instructional program of the library		4c	Coordinates and maintains a volunteer program in the library, as appropriate	
3d	Carries out procedures for orientation and supervision of the library		4d	Maintaining good relationships with faculty, parents, students	

Orrville City Schools
Speech Language Pathologist Evaluation Report

Therapist's Name _____ School _____ Grade/Age Level _____

Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

Instructions: Please rate the therapist's performance on any of the criteria for which you have appropriate data. Refrain from scoring in areas for which you do not have data. Please use the following rating scale:

U = Unsatisfactory S = Satisfactory P = Proficient

Domain 1: Planning and Preparation		Rating	Domain 2: Classroom Environment		Rating
1a	Demonstrating knowledge of content and pedagogy		2a	Creating an environment of respect and rapport	
1b	Demonstrating knowledge of students		2b	Establishing a culture of learning	
1c	Selecting instructional goals based upon diagnostic information & test data		2c	Managing classroom procedures	
1d	Designing coherent instruction		2d	Managing student behavior	
1e	Assessing student learning		2e	Organizing physical space	

Domain 3: Instruction		Rating	Domain 4: Professional Responsibilities		Rating
3a	Communicating clearly and accurately		4a	Reflecting on teaching	
3b	Using questioning and discussion techniques		4b	Maintaining accurate records	
3c	Engaging students in learning		4c	Communication with families	
3d	Providing feedback to students		4d	Contributing to the school and district	
3e	Demonstrating flexibility and responsiveness		4e	Growing and developing professionally	
3f	Using appropriate multi-sensory cues and prompts		4f	Showing professionalism	

Orrville City Schools
PLAN OF ASSISTANCE FOR IMPROVEMENT

Name _____ Limited Contract _____
School _____ Continuing Contract _____
Assignment _____

You are being placed on the Plan of Assistance for Improvement because of unsatisfactory performance as specified in the deficiencies outlined below. This program is designed to help you correct these deficiencies. If the program is not successfully completed, your future employment in the District may be jeopardized.

Upon successful completion of this program, those areas in the program that were identified as deficient will be monitored for up to one (1) year. If an acceptable level of performance is achieved/maintained, you will be returned to the regular evaluation cycle.

- I. DESCRIPTION OF DEFICIENCY (specific standards/job description elements)

- II. SUPERVISOR'S EXPECTATIONS (how things should look after the deficiency is corrected)

- III. RECOMMENDED PROGRAM TO CORRECT DEFICIENCY

- IV. CRITERIA TO BE USED FOR MEASURING CORRECTION

- V. ASSISTANCE AND RESOURCES TO BE PROVIDED (if appropriate)

- VI. MONITORING PROCEDURES

- VII. DATE WHEN PROGRAM MUST BE COMPLETED

My signature indicates that this program has been discussed with me. I understand my signature does not necessarily indicate agreement and that I may respond to all issues raised in this program.

Teacher/SGI Signature

Date

Supervisor's Signature

Date

Orrville City Schools
EVALUATION PROCEDURE CHECKLIST

Staff Member _____

Evaluator _____

- | | Teacher
/SGI
Date/
<u>Initial</u> | Evaluator
Date/
<u>Initial</u> | |
|----|--|--------------------------------------|--|
| 1. | _____ | _____ | Provide five (5) days' notice prior to initial group meeting. |
| 2. | _____ | _____ | Conduct group meeting (September) for the purpose of acquainting certificated/licensed personnel with evaluation purposes, procedures, and documents including performance rubric. |
| 3. | _____ | _____ | Establish schedule for data and time of pre-observation conference, observation, and post- observation conference. |
| 4. | _____ | _____ | Meeting between certificated/licensed employee and evaluator at least twenty-four (24) hours before the observation. Certificated/licensed employee shares completed form: Pre-Observation Planning Conference. [Domain 1] |
| 5. | _____ | _____ | Observation in the classroom [Domains 2 & 3] |
| 6. | _____ | _____ | Post-Observation Conference [Domain 4] |
| 7. | _____ | _____ | Final evaluation conference. |

Orrville City Schools
Enhancing Classroom Instruction: Evaluation Report

Evaluator's Name _____ Teacher/SGI Name _____

Summary Statement of Evaluator

Evaluator's Recommendation(s)

Evaluator's Signature _____ Date _____

Teacher/SGI Signature _____ Date _____

(Signature indicates completion of the appraisal process, but not necessarily agreement.
A teacher may submit a written response which shall be attached to his/her evaluation.)

Orrville City Schools
Enhancing Classroom Instruction: Observation Report

Observer _____ Teacher/SGI _____
Date _____ Class _____

I. SUMMARY

II. STRENGTHS

III. RECOMMENDATIONS

Teacher/SGI Signature _____ Date _____

Administrator's Signature _____ Date _____

[Signature indicates completion of the observation process, but not necessarily agreement.]

Orrville City Schools
Pre-Observation Planning Conference

Administrators will to share these questions with the teacher prior to the Pre-Observation Conference. This form shall be used by the teacher to make notes in preparation for the first Pre-Observation Conference in the school year. The Administrator will direct whether this or the Alternative Pre-Observation Planning Conference Form will be used for subsequent observations in the same school year.

Name _____ School _____

Grade Level _____ Subject _____ Date _____

1. Briefly describe the students in this class, including those with special needs. [1b]
2. What are your goals for the lesson? What do you want the students to learn? [1c]
3. Why are these goals suitable for this group of students? [1c]
4. How do these goals support the District's curriculum and State curriculum model? [1a and 1c]
5. How do these goals relate to broader goals in the discipline as a whole or in other disciplines? [1c]

Pre-Observation Planning Conference (Cont'd)

6. How do you plan to engage students in the content? Include teaching methods, student groupings and specific activities. [1d]

7. What instructional materials or other resources, if any, will you use? [1d]

8. What difficulties do students typically experience in this area, and how do you plan to anticipate these difficulties? [1a and 1b]

9. How do you plan to assess student achievement of the goals? What procedures will you use? (Attach appropriate tests or performance tasks with scoring guides.) [1e]

10. How do you plan to make use of the results of the assessment? [1e]

The following signatures indicate that a pre-observation meeting was conducted and that a copy was given to the teacher.

_____ at _____
Date Time

Employee's Signature

Observer's Signature

Orrville City Schools
Pre-Observation Planning Conference
(Alternate Form)

This form may be used by the evaluator if a teacher has been previously observed during the school year. Administrators are encouraged to share these questions with the teacher prior to the Pre-Observation Conference. This form may be used by the teacher to make notes in preparation for the Pre-Observation Conference.

Name _____ School _____

Grade Level _____ Subject _____ Date _____

1. Briefly describe the students in this class, including those with special needs. [1b] If this is the same class that was previously observed, how has the makeup of the class changed?
2. What are your goals for the lesson and how do they relate to the District's and State's curriculum models? What do you want the students to learn? [1a & 1c]
3. What will the student do in order to reach the goals set for them? Discuss activities, materials, groupings, your role, etc.? [1c & 1d]
4. How do you plan to assess student achievement of the goals? [1e]

The following signatures indicate that a pre-observation meeting was conducted and that a copy was given to the teacher.

_____ at _____
Date Time

Employee's Signature

Observer's Signature

Orrville City Schools
Pre-Observation Planning Conference (Library Media)

Administrators will share these questions with the teacher prior to the Pre-Observation Conference. This form shall be used by the teacher to make notes in preparation for the first Pre-Observation Conference in the school year. The administrator will direct whether this or the Alternative Pre-Observation Planning Conference Form will be used for subsequent observations in the same school year.

Name _____ School _____

Grade Level _____ Subject _____ Date _____

1. What are your goals for the library? What do you want the students to learn? [1c]
2. What is your process for selecting, processing and inventorying materials?
3. Briefly explain your schedule for teachers and students.
4. How do your goals support the District's curriculum and State curriculum model? [1a and 1c]
5. What is your process for completing reports accurately and in a timely manner?

Pre-Observation Planning Conference (Library/Media) (Cont'd)

6. How do you engage students in the library experience? Include methods, student groupings and specific activities. [1d]

7. What instructional materials or other resources, if any, will you use? [1d]

8. What difficulties do students typically experience in this area, and how do you plan to anticipate these difficulties? [1a and 1b]

9. Briefly describe how you accommodate students with special needs. [1b]

The following signatures indicate that a pre-observation meeting was conducted and that a copy was given to the teacher.

_____ at _____
Date Time

Employee's Signature

Observer's Signature

Orrville City Schools
Post-Observation Conference Notes
[Domain D]

Name _____ School _____

Grade Level _____ Subject _____ Date _____

1. How would you assess today's lesson? Did it achieve your goals, and can you cite examples to support this assessment? [4a]

2. Share with me your system for maintaining records of student achievement. [4b]

3. Cite examples of methods by which you have communicated with parents during the past month/semester/etc. [4c]

4. Describe any work at the District and/or building level in which you have recently participated. [4d]

5. Describe for me professional growth opportunities in which you have participated recently. [4e]

6. Describe and evaluate your overall efforts to serve students and their varied needs.

Orrville City Schools
Post-Observation Conference Notes (Library/Media)
[Domain D]

Name _____ School _____

Grade Level _____ Subject _____ Date _____

1. By what means do you promote positive relationships between the school and parents/community? [4a]

2. Describe the orientation programs you conduct for students. [4b]

3. How do you use volunteers in the library? [4c]

4. Describe and evaluate your overall efforts to serve students, staff and parents. [4d]

5. Describe any work at the District and/or building level in which you have recently participated.

6. Describe for me professional growth opportunities in which you have participated recently.

FRAMEWORK

	Unsatisfactory	Satisfactory	Proficient	
1a: Demonstrating Knowledge of Content and Pedagogy	Teacher displays little understanding of the subject or structure of the discipline, or of content related pedagogy.	Teacher's content and pedagogical knowledge represents developing understanding but does not extend to the connection with other disciplines or to possible student misconceptions.	Teacher demonstrates solid understanding of the content and its prerequisite relationships and connections with other disciplines. Teacher's instructional practices reflect current pedagogical knowledge.	Teacher's knowledge of the content and pedagogy are extensive, showing evidence of a continuing search for improved practice. Teacher actively builds on knowledge of prerequisites/misconceptions when describing instruction or seeking causes for student misunderstanding.
1b: Demonstrating Knowledge of Students	Teacher makes little or no attempt to acquire knowledge of students' backgrounds, skills, or interest and does not use such information in planning.	Teacher demonstrates partial knowledge of students' backgrounds, skills, and interests; attempts to use this knowledge in planning for the class as a whole.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, interests; uses this knowledge to plan for groups of students.	Teacher demonstrates thorough knowledge of students' backgrounds, skills, interests; and uses this knowledge to plan for individual student learning.
1c: Selecting Instructional Goals	Teacher's goals represent trivial learning, are unsuitable for students, or are stated only as instructional activities; they do not permit viable methods of assessment.	Teacher's goals are of moderate value or suitability for students in the class, consisting of a combination of goals and activities, some of which permit viable methods of assessment.	Teacher's goals represent valuable learning and are suitable for most students in the class; they reflect opportunities for integration and most permit viable methods of assessment.	Teacher's goals reflect high-level learning relating to curriculum framework/standards; they are adapted, where necessary, to the needs of individual students, and permit viable methods of assessment.
1d: Designing Coherent Instruction	The various elements of the instructional design do not support the stated instructional goals of engage students in meaningful learning, and the lesson or unit has no defined structure.	Some elements of the instructional design support the stated instructional goals and engage students in meaningful learning while others do not. Teacher's lesson or unit has a recognizable structure.	Most of the elements of the instructional design support the stated instructional goals and engage students in meaningful learning and the lesson or unit has a clearly defined structure.	All of the elements of the instructional design support the stated instructional goals, engage students in meaningful learning, and show evidence of student input. Teacher's lesson or unit is highly coherent and has a clear structure.
1e: Assessing Student Learning	Teacher's approach to assessing student learning contains no clear criteria or standards, and lacks congruence with the instructional goals. Teacher has no plans to use assessment results in designing future instruction.	Teacher's plan for student assessment is partially aligned with the instructional goals and includes criteria and standards that are not entirely clear for students. Teacher uses the assessment to plan for future instruction for the class as a whole.	Teacher's plan for student assessment is aligned with the instructional goals at least nominally, with clear assessment criteria and standards for students. Teacher uses assessment to plan for groups of students or individuals.	Teacher's plan for student assessment is fully aligned with the instructional goals, containing clear assessment criteria/standards that are for students but also show evidence of student participation in their development. Students monitor their own progress in achieving the goals.

FRAMEWORK

	Unsatisfactory	Satisfactory	Proficient	
2a: Creating an Environment of Respect and Rapport	Classroom interactions, both between the teacher and students and among students, are generally negative or inappropriate and characterized by sarcasm, putdowns or conflict.	Classroom interactions, both between teacher and students and among students, are appropriate and free from conflict but may be characterized by occasional inconsistencies.	Classroom interactions reflect general warmth and caring, and are respectful of the cultural and developmental differences among groups of students.	Classroom interactions are highly respectful, reflecting genuine worth and caring toward individuals. Students themselves ensure maintenance of high levels of civility among members of the class.
2b: Establishing a Culture for Learning	Classroom environment reflects only a minimal culture for learning, with only modest or inconsistent expectations for student achievement, little teacher commitment to the subject, and little student commitment to the work.	Classroom environment reflects a developing culture for learning, with modest expectations for student achievement, adequate teacher commitment to the student, and average commitment to the subject.	Classroom environment represents a genuine culture for learning, with commitment to the subject on the part of both the teacher and the students, high expectations for student achievement and student commitment to work.	Students assume much of the responsibility for establishing a culture for learning in the classroom by being committed to their work, initiating improvements to their products, and holding the work to the highest standard. Teacher demonstrates a passionate commitment to the subject.
2c: Managing Classroom Procedures	Classroom routines and procedures are either nonexistent or inefficient, resulting in significant loss of instructional time.	The classroom routine and procedures have been established but function unevenly or inconsistently, with some loss of instructional time.	Classroom routines and procedures have been established and function smoothly.	Classroom routines and procedures are seamless in their operation, and students assume considerable responsibility for their smooth functioning.
2d: Managing Student Behavior	Student behavior is poor, with no clear expectations, no monitoring of student behavior, and inappropriate response to student misbehavior.	Teacher makes an effort to establish standards of conduct for students, monitor students' behavior, and respond to student misbehavior, but these efforts are not always successful.	The teacher is aware of student behavior, has established clear standards of conduct, and responds to student misbehavior in ways that are appropriate and respectful of the students.	Student behavior is entirely appropriate, with evidence of student participation in setting expectations and monitoring behavior. The teacher's monitoring of student behavior is subtle and preventive, and teacher's response to student misbehavior is sensitive to individual student's needs.
2e: Organizing Physical Space	The teacher makes poor use of the physical environment, resulting in unsafe or inaccessible conditions for some students or a serious mismatch between the furniture arrangement and the lesson activities.	Teacher's classroom is safe, and essential learning is accessible to all students, but the furniture arrangement only partially supports the learning activities.	Teacher's classroom is safe, and learning is accessible to all students; teacher uses physical resources well and ensures that the arrangement of furniture supports the learning activities.	Teacher's classroom is safe, and students contribute to ensuring that the physical environment supports the learning of all students.

FRAMEWORK

	Unsatisfactory	Satisfactory	Proficient	
3a: Communicating Clearly and Accurately	Teacher's oral and written communication contains errors or is unclear or inappropriate to students.	The teacher's oral and written communication contains no errors, but may not be completely appropriate or may require further explanations to avoid confusion.	Teacher communicates clearly and accurately to students, both orally and in writing.	Teacher's oral and written communication is clear and expressive, anticipating possible student misconceptions.
3b: Using Questioning and Discussion Techniques	The teacher makes inadequate use of questioning and discussion techniques, with low-level questions, limited student participation, and little true discussion.	Teacher's use of questioning and discussion techniques reflects an attempt at some high-level questions, true discussion, and evokes moderate student participation.	Teacher's use of questioning and discussion techniques consistently reflects high-level questions, true discussion, and participation by most students.	Students formulate many of the high-level questions and assume responsibility for the participation of all students in the discussion.
3c: Engaging Students in Learning	Few students are intellectually engaged in significant learning, as a result of inappropriate activities or materials, poor representation or content, or lack of lesson structure.	The students are somewhat intellectually engaged as a result of activities or materials of uneven quality, inconsistent representations of content, or unevenly structure or pacing.	Students are intellectually engaged throughout lesson, with appropriate activities and materials, instructive representations of content, and suitable structure and pacing of the lesson.	Students are highly engaged throughout the lesson and make material contributions to the representation of content, the activities, and the materials. The structure and pacing of the lesson allow for student reflection and closure.
3d: Providing Feedback to Students	Teacher's feedback to students is not evident, of poor quality, and/or is not given in a timely manner.	The teacher attempts to provide feedback to students that is accurate, constructive, and timely.	The teacher consistently and successfully provides feedback to students that is accurate, substantive, constructive, specific, and timely.	The teacher's feedback to students is timely and of consistently high quality, and students make use of the feedback in their learning.
3e: Demonstrating Flexibility and Responsiveness	Teacher adheres to the instruction plan in spite of evidence of poor student understanding or students' lack of interest, and fails to respond to students' questions; the teacher assumes no responsibility for students' failure to understand.	Teacher demonstrates some flexibility and responsiveness to the students' needs and interests during a lesson, and seeks to ensure the success of all students. Teacher employs a limited repertoire of instructional strategies.	Teacher seeks ways to ensure successful learning for all students, making adjustments as needed to instruction plans and responding to student interests and questions. The teacher employs an expanded repertoire of instructional strategies.	The teacher is highly responsive to students' interests and questions, making major lesson adjustments if necessary, and persists in ensuring the success of all students. The teacher employs an extensive repertoire of instructional strategies and solicits additional resources.

FRAMEWORK

	Unsatisfactory	Satisfactory	Proficient	
4a: Reflecting On Teaching	Teacher does not reflect accurately on the lesson or propose ideas as to how it might be improved.	Teacher's reflection on the lesson is generally accurate, and teacher makes global observations as to how it might be improved.	The teacher reflects accurately on the lesson, citing general characteristics, and makes some specific suggestions about how it might be improved.	Teacher's reflection on the lesson is highly accurate and perceptive, citing specific examples; teacher draws on an extensive repertoire to suggest alternative strategies.
4b: Maintaining Accurate Records	Teacher has no system, or an inadequate system, for maintaining accurate instructional and/or noninstructional records, resulting in errors and confusion.	The teacher's system for maintaining accurate instructional and/or noninstructional records is generally efficient.	Teacher's system for maintaining accurate instructional and/or noninstructional records is generally efficient, and teacher can readily access said records.	The teacher's system for maintaining accurate instructional and/or noninstructional records is efficient; the teacher can readily access said records, and utilizes these records to provide frequent student feedback.
4c: Communicating with Families	Teacher does not comply with school procedures for communicating with families, provides little or no information to families and makes no attempt to engage them in the instructional program.	The teacher complies with the school procedures for communicating with families, responds to family-initiated contacts, and makes an effort to engage families in the instructional program.	Teacher complies with the school procedures for communicating with families, initiates family contacts, and makes a significant effort to engage families in the instructional program.	The teacher communicates frequently and sensitively with families; successfully engages them in the instructional program.
4d: Contributing to the School And District	Teacher's relationships with colleagues are negative or self-serving. The teacher avoids being involved in District events and projects as defined in the job description.	Teacher's relationships with colleagues are cordial. The teacher participates in school and District events and projects as defined in the job description.	Teacher maintains positive relationships with colleagues; takes initiative to participate in school and District events and projects, even when not required to be present.	The teacher makes a substantial contribution to school and District events and projects, assuming leadership with colleagues.
4e: Growing and Developing Professionalism	Teacher does not participate in the professional development activities, even when such activities are clearly needed for the development of teaching skills.	Teacher's participating in professional development activities is limited to those that are required and/or convenient.	The teacher seeks opportunities for professional development to enhance content knowledge and pedagogical skill, and shares this knowledge.	Teacher seeks opportunities for professional development to enhance content knowledge and pedagogical skills and uses this knowledge to provide leadership and impact change.
4f: Showing Professionalism	The teacher's sense of professionalism is low, and teacher contributes to practices that are self-serving or harmful to students. The teacher fails to consistently adhere to building and/or District expectations and guidelines.	The teacher's attempts to serve students based on the best information are genuine but inconsistent. The teacher adheres to the building and/or District expectations and guidelines.	The teacher makes genuine and successful efforts to ensure that all students are well served by school. The teacher assumes additional personal responsibility for nonassigned tasks that extend beyond the building and/or District guidelines.	Teacher assumes a leadership position in ensuring that school practices and procedures ensure that all students, particularly those traditionally undeserved, are honored in the school.

CENTER FOR THE TEACHING PROFESSION

M. Master Teacher Program Requirements at a Glance

District Responsibilities:

- Establish a local committee
- Verify eligibility for candidates
- Communication
- EMIS report

Local Committee Responsibilities:

- Establish submitting, formatting and assembling requirements
- Establish district timeline
- Determine local procedures for review of applications and designation using state-designed forms
- Provide information about program to teacher candidates
- Score applications using rubric
- Communicate with district and teacher candidates
- Maintain records
- Submit EMIS forms to EMIS coordinator

Teacher Responsibilities:

- National Board Certified Teachers – submit page one of application
- All others: Eligibility Requirements
 - Professional Teaching License/ Certificate
 - Taught seven years
 - Work a minimum of 120 days
 - Work under a teaching contract
- Complete application, checklist, narrative and submit supporting evidence
- Acquire two recommendation forms

The Master Teacher Program, forms, training information and contact information can be found at:

**<http://esb.ode.state.oh.us/> or
www.ode.state.oh.us , search keywords: *Master Teacher***

Master Teacher Program Overview

Ohio Senate Bill 2 directed the Educator Standards Board (ESB) to define a *master teacher* in a manner that can be used uniformly by all districts and to adopt criteria to use in determining whether a person is a master teacher.

Under SB 2, school districts must report the number of master teachers they employ into the education management information system (EMIS) beginning in fall 2008. The Ohio Department of Education is required to include the number of master teachers employed by each district on the district's and building's local report cards.

The Master Teacher Program is a way to recognize and honor teachers who go above and beyond district expectations. It creates a resource of teacher leaders to advance the profession and encourages high quality teachers to remain in the classroom.

For Master Teacher designation, the processes and procedures outlined below must be followed and the specified forms used.

[A – Master Teacher Definition and Criteria \(PDF\)](#)

[B – Master Teacher Processes and Procedures \(PDF\)](#)

[C – Master Teacher Application \(PDF\)](#)

[D – Master Teacher Scoring Guide \(PDF\)](#)

[E – Master Teacher Designation \(PDF\)](#)

[F – Master Teacher Candidate's Score Report \(PDF\)](#)

[G – Master Teacher Recommendation Form \(PDF\)](#)

[H – Candidate's Checklist for Submission of Materials \(PDF\)](#)

[I – EMIS Reporting Form \(PDF\)](#)

[J – Master Teacher Writing/Evidence Guidelines \(PDF\)](#)

[K – Master Teacher Examples of Evidence \(PDF\)](#)

[L – One-Page Version of Ohio Standards for the Teaching Profession \(PDF\)](#)

[M – Master Teacher At a Glance \(PDF\)](#) (program requirements)



OHIO EDUCATION ASSOCIATION

Patricia Frost-Brooks, President
William Leibensperger, Vice President
Jim Timlin, Secretary-Treasurer
Larry E. Wicks, Executive Director

The OEA will lead the way for continuous improvement of public education while advocating for members and the learners they serve.

October 29, 2009

State of Ohio
State Employment Relations Board (SERB)
65 East State Street, 12th Floor
Columbus, OH 43215-4213

2009 NOV -2 P 1:16
STATE EMPLOYMENT
RELATIONS BOARD

RE: Case # 09-MED-04-0406

Notice of Settlement

Orrville City Board of Education
~ and ~
Education Association of Orrville/OEA/NEA

To: SERB, Office of the Clerk

Enclosed please find one original and one copy of the Negotiated Agreement for the above referenced parties.

Please time/date stamp one copy, as well as enter the case number assigned, and return in the postage prepaid envelope provided.

Sincerely,

LaVonne Lobert-Edmo

LaVonne Lobert-Edmo
Labor Relations Consultant
Ohio Education Association

Enclosures (2)

LLE/dlv

cc: Philip Young, Association President
File



STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

2009 NOV -2 P 1: 16

Education Association of Orrville)
/OEA/NEA (Wayne) COUNTY) CASE # 09-MED-04-0406
-AND-)
) NOTIFICATION OF SETTLEMENT
Orrville City Board of Education)
SCHOOL DISTRICT)

Attached is the Contract agreed to and executed by the parties this 29th day of October, 2009, on behalf of the parties thus settling the captioned case. This Contract expires June 30, 2011.

Respectfully submitted,

LaVonne Lobert-Edmo, LRC
By:
Designated Representative
/OEA/NEA
Canton OEA/NEA UniServ
4061 Bradley Circle N.W.
Canton, OH 44718
(330) 492-1648

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing Notice and attachments were forwarded to:

Philip Young, President, Education Association of Orrville
by regular U.S. Mail, postage prepaid, this 29th day of October, 2009.


By: _____

LaVonne Lobert-Edmo, Labor Relations Consultant
Ohio Education Association