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NEGOTIATED AGREEMENT

BETWEEN

BLACK RIVER BOARD OF EDUCATION

AND

**BLACK RIVER TEACHERS
ASSOCIATION**

EFFECTIVE

JUNE 30, 2011

THROUGH

JUNE 29, 2013

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ARTICLE I RECOGNITION

1.01 Bargaining Unit Defined

- 1.011 The Board of Education of the Black River School District (hereinafter referred to as the "Board") recognizes the Black River Teachers Association affiliated with the Ohio Education Association and the National Education Association OEA/NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all bargaining unit members defined in Section 1.012 below.
- 1.012 For purposes of this Agreement, the bargaining unit represented by the Association shall include all certified/licensed employees in the District including but not limited to any professional pupil services license/certificate employee (i.e. school psychologist, speech language pathologist, occupational therapist, physical therapist, etc.) employed by the District who spends or is reasonably expected to spend more than 50% of his/her time teaching or working with the students (which is defined to mean working in the direct physical presence of students, i.e. instruction, testing, observation, direct service, etc.) and any employee hired by the District as a school nurse who holds a certification or licensure through the Ohio Department of Education. Excluded from the bargaining unit are casual or day-to-day substitutes, the Superintendent, Treasurer, principals, administrative assistant, athletic director and/or other administrative staff having the authority to hire, promote, or discipline bargaining unit members.
- 1.013 Any change in the recognition of the exclusive bargaining agent for the bargaining unit members covered by this Agreement will be according to law.

ARTICLE II NEGOTIATIONS PROCEDURE

2.01 Statement of Principles

- 2.011 It is recognized that sole authority to resolve any matter which may be a subject of negotiation is reposed in the Board. The function of the procedures established by this Article is to assure good faith negotiation.
- 2.012 "Good faith" negotiation, as provided for in this Article, includes, but not by way of limitation, reasonable positions on issues; an indicated willingness to reach an agreement thereon; sound considerations of fiscal, professional or administrative judgment in setting forth, evaluating or declining to agree to

proposals; a search for counterproposals; and refraining from unexplained changes in position and from raising new and additional issues calculated to avoid the reaching of an agreement; but does not compel either party to agree to a proposal or require the making of a concession. Representatives of the Board and the Association shall participate in negotiations freely without fear of penalty, sanction, reprisal, or recrimination. No penalty or sanction, nor threat nor implication thereof, shall attach to negotiation participation or to failure to reach agreement in the course of negotiations.

2.013 Unless otherwise indicated, for purposes of this Article, "days" shall mean calendar days.

2.02 Subjects of Negotiations

Representatives of the Board and the Association will negotiate in good faith with respect to wages, hours or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Agreement.

2.03 Requests for Negotiations

2.031 If either party desires to negotiate items which are proper subjects of negotiations, it shall notify the other party, in writing, not sooner than one hundred and twenty (120) days nor later than sixty (60) days prior to the expiration of this Agreement. Notification in writing from the Association shall be delivered to the Superintendent and from the Board shall be delivered to the Association President.

2.032 Within thirty (30) days after receipt of such notice an initial meeting will be held, unless the parties agree otherwise.

2.033 At the initial meeting each party will submit only items the party wishes to negotiate. The items shall be fully written proposals suitable for inclusion in the final Agreement and thereafter additional items shall not be submitted by either party unless consented thereto by the other party. Topical listing of items proposed for negotiation ("laundry lists") shall constitute failure of compliance with this requirement and may be disregarded.

2.04 Negotiations Meetings

2.041 Unless the parties agree otherwise, the Board and the Association shall be represented at all negotiations meetings by teams designed as follows:

- a. The Board team will have no more than six (6) members.
- b. The Association team will have no more than six (6) members.

- 2.042 Negotiation meetings shall be scheduled at the request of the parties, and until negotiations are concluded, either party may require at each meeting a decision on the date, time and place of a subsequent meeting.
- 2.043 Unless the parties agree otherwise, meetings shall not be scheduled during school hours and shall be at reasonable intervals, places and times to avoid, as nearly as is practicable, conflict and interference with school and employment schedules.
- 2.044 Negotiation meetings shall be closed to the press and the public
- 2.045 Either party may recess for caucuses during negotiations.
- 2.046 Where unforeseen circumstances make it impossible for the chief negotiator of either team to be in attendance, or cause him/her to be late, it shall be the duty of that team to notify the other as promptly as possible and both parties shall thereupon agree to the time for the next negotiation session.

2.05 Assistance and Study Committees

- 2.051 Upon mutual agreement of the parties, professional or lay consultants and/or other individuals with expertise or specific knowledge may be invited to address an issue or issues under consideration at negotiations. The expense of securing the attendance of such individuals shall be borne by the party requesting same. Such individuals may be questioned during negotiating sessions by either party.
- 2.052 The parties may appoint joint committees, ad hoc or standing, to study and develop recommendations on matters under consideration. Committee findings shall be reported to both parties within the time limit specified by the parties when the parties set up the committee.

2.06 Information

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

2.07 Progress Reports

Periodic progress reports may be issued during negotiations to the public prior to Disagreement (Section 2.09) only if such release has the prior approval of both parties.

2.08 Agreement

2.081 Tentative agreement on negotiated items shall be reduced to writing and initialed by the representatives of each party, which constitutes tentative agreement and is not subject to further negotiations unless the final tentative agreement is refused by the Association or Board at the time of ratification.

2.082 Final agreement reached through negotiation shall be reduced to writing and submitted to the Association and the Board for approval. Unless the parties agree otherwise, the Association shall take action on the tentative agreement within fifteen (15) days and the Board shall act upon the tentative agreement within fifteen (15) days following approval by the Association. When approved by both parties, the agreement shall be signed on behalf of the parties.

2.09 Disagreement

If agreement is not reached within sixty (60) calendar days after the date of the first negotiating session scheduled per Section 2.032, either party may request the assistance of a mediator from the Federal Mediation and Conciliation Service. The cost of mediation, if any, shall be equally shared by the Association and the Board. Mediation shall continue until a settlement is reached or the expiration of the Agreement, whichever is sooner, and if the parties mutually agree it may continue thereafter. The recommendation of the mediator shall not be binding upon the parties.

2.10 Exclusivity of Procedure

The negotiations procedure set forth in this Article supersedes and takes precedence over any inconsistent time limits or procedures set forth in Section 4117.14 of the Ohio Revised Code. Mediation, as set forth in Section 2.09, constitutes the parties' mutually agreed upon exclusive dispute settlement procedure and shall operate in lieu of any and all of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code. In the event mediation does not result in an agreement by the expiration date of this Agreement (or such subsequent date as the parties may mutually agree upon), Section 4117.14 (D) (2) of the Ohio Revised Code will apply.

**ARTICLE III
COMPENSATION AND PAYROLL PRACTICES**

3.01 Salary Schedule

The salaries of all bargaining unit members covered by this Agreement are set forth in Appendix A. For the 2011-2012 and 2012-2013, there will be a base salary and vertical step freeze (horizontal steps remain; upon resumption of vertical steps, teachers may only move one step, i.e., there are no “make-up” steps).

3.02 Placement on the Salary Schedule

Placement on the salary schedule shall be accomplished in accordance with the following statement:

- a. Upon initial employment a bargaining unit member shall be granted not more than fifteen (15) years of experience credit.
- b. All years of teaching service in the District, regardless of training level, with each year consisting of at least one hundred twenty (120) days under a certified/licensed contract.
- c. All years of teaching service in a public school chartered by the State of Ohio to a maximum of ten (10) years, with each year consisting of at least one hundred twenty (120) days under a certified/licensed contract.
- d. All years of teaching service in a nonpublic school chartered by the State of Ohio to a maximum of five (5) years, with each year consisting of at least one hundred twenty (120) days under a certified/licensed contract.
- e. All years of active military service in the Armed Forces of the United States, to a maximum of five (5) years. A partial year of active military service consisting of at least eight (8) continuous months shall be counted as a full year.
- f. An advancement on the academic training columns of the salary schedule shall not be effective until such time as the Treasurer receives written verification with attached supporting documentation from the bargaining unit member of advancement. Such verification shall include a signed letter from the member indicating the desired advancement and transcripts and/or a photocopy of an advanced degree supporting the desired request. Credit hours earned subsequent to the receipt of a Bachelor's Degree will be applied once each year by the Treasurer only under the following conditions:

1. The course was successfully completed and written notice of same requesting appropriate placement on the salary schedule was provided to the Treasurer within fifteen (15) days of the beginning of each school year.
 2. A transcript confirming the above grade and completion information is provided to the Treasurer as soon as it is available, but no later than September 30th or January 31st. Failure to provide such transcript in a timely fashion will result in a salary adjustment back to the original placement and consideration for eligibility for advancement being postponed until the following semester.
- g. The following conditions must be met to qualify for advancement to the MA+15 or MA+30 salary columns: 1) Hours must be earned after Masters Degree has been conferred; 2) Hours must be graduate hours in courses related to the field of Education; and, 3) Hours must be semester hours or equivalent.

3.03 Payment Schedule

- 3.031 Each bargaining unit member shall be paid in twenty-six (26) biweekly installments, through direct deposit, per year. In years when the calendar would otherwise result in twenty-seven (27) pay periods, the first pay period of the contract year (early September) will result in the pay distribution being one week later than usual. Advanced notification will be provided to bargaining unit members prior to the “skip pay” year. All payroll will be done on a direct deposit basis. (For the 2008-2009 school year, the first pay will be on August 29, 2008).
- 3.032 a. In the event an individual teaching contract is terminated by either party during the school year, the bargaining unit member shall be paid for the number of days actually worked (including all approved leaves). Payment, in full, will be made within thirty (30) days following his/her last day of service, provided that all reports, grades and permanent records have been satisfactorily completed and all Board-owned equipment and/or supplies returned.
- b. In the event the individual teaching contract is terminated or not renewed by either party at the end of the school year, the total sum due the member shall be paid at the next scheduled pay day following the close of school, if the member requests in writing. Members who do not elect lump sum final pay will stay on the normal payroll schedule and be covered by Board insurance through the summer. Members who do elect lump sum pay will not receive fringe benefits at Board expense after their final paycheck.

3.04 Payroll Deductions

In addition to deductions required by law for local, state and federal taxes and the State Teachers Retirement System, a bargaining unit member, upon compliance with the procedure specified below, may request the following voluntary payroll deductions. If for any reason, the School Board fails to make a deduction for any member, the deductions will be made on the member's next pay.

3.041 Tax Sheltered Annuities

- a. Upon submission of written authorization to the Treasurer a bargaining unit member may authorize deductions for a Section 403(b) and/or Section 457(b) tax sheltered annuity program. The authorization must be in the hands of the Treasurer at least thirty (30) days prior to the first deduction. Such authorization may be revoked in a manner consistent with the terms of the program.
- b. The Board shall forward, by the tenth (10th) of the following month, to the annuity carrier all monies withheld from the member for the purpose of income reduction.
- c. Companies wishing to have their name added to the list must have at least six (6) employees on their programs and have to furnish all appropriate documents, licenses, and instruments to be sold to employees. Companies must be approved by the Black River Treasurer before the annuity process can take place.
- d. The annuity company must furnish MEA (maximum exclusion allowance) documents annually for each employee and/or at every change. This process must be approved by the Treasurer prior to initial or changed deductions. Bargaining unit members with existing annuities are responsible for providing the Treasurer with an MEA calculation no later than the second pay period of the school year. Failure to comply with this provision will automatically terminate any further contributions until such time that the MEA is received.
- e. Bargaining unit members (through their annuity company), who participate in tax-sheltered annuity withholding, will indemnify and hold the Board harmless for any claims arising out of such participation.

3.042 Professional Dues

- a. The Association Treasurer must submit, to the Board Treasurer, a

list of members wishing to have their professional dues deducted, along with the amounts to be deducted each pay. The authorization must be in the hands of the Treasurer at least thirty (30) days prior to the first deduction.

- b. Deductions shall be made in equal amounts from each of the pays for the period October through May.
- c. Amounts so collected shall be forwarded by the Board Treasurer to the Treasurer of the Association within ten (10) days of the last pay of each month.
- d. Dues deduction shall be continuous unless cancellation is made in writing to the Treasurer of the Association and Board Treasurer during the month of September each year.

3.043 Other

- a. Upon submission of written authorization to the Treasurer a bargaining unit member may authorize deductions for the following programs: (1) Heart and Cancer, (2) Additional group life coverage as provided in 5.03, (3) Annuity, (4) OEA Fund for Children and Public Education (FCPE), (5) Black River Endowment Fund, and (6) the United Way.
- b. The authorization must be in the hands of the Treasurer at least thirty (30) days prior to the first deduction. Such authorization may be revoked in a manner consistent with the terms of the insurance program.
- c. The Board shall forward by the tenth (10th) of the following month, to the insurance carrier(s), all monies withheld, and/or FCPE. There must be at least six (6) employees requesting such deductions.

3.044 City Tax

Written documentation must be supplied to the Treasurer to withhold city income tax upon employment or move to municipality where taxes are collected through income.

3.045 STRS Service Credit Buy-Back by Payroll Deduction

The Board will make available payroll deduction for bargaining unit member buy-back of qualifying STRS credit in compliance with Section 3307.281 of the Ohio Revised Code, STRS rules, and IRS requirements. All bargaining unit members who wish to purchase or restore credit

through payroll deduction must do so pursuant to this Section of the Agreement. The deduction shall occur from the first pay in each month in an amount designated in writing by the member and filed with the Treasurer. All such deductions shall be accounted for as “after tax” contributions.

3.046 Section 125 Deductions

For members participating in the District Health Insurance program, flexible spending and/or dependent care accounts through the Section 125 Plan, deductions will be made through payroll.

3.05 Severance Pay

- 3.051 A bargaining unit member with ten (10) or more years of service with the District who resigns for purposes of retirement to the State Teachers Retirement System (STRS) shall receive severance pay.
- 3.052 No such severance payment shall be made until the Board receives notice that the bargaining unit member has actually accepted service retirement benefits from the State Teachers Retirement System (STRS).
- 3.053 Such payment shall be made in equal installments in September of the year of retirement and in September of the following year.
- 3.054 Severance pay will be based upon the daily rate of pay as determined from the bargaining unit member’s basic teaching contract, exclusive of all supplemental contracts and allowances, last in effect prior to the termination of employment.
- 3.055 The bargaining unit member eligible for severance pay will be compensated at his/her daily rate of pay, as determined in Section 3.054 above, for one quarter (1/4) of all days of accumulated sick leave not to exceed eighty (80) days.
- 3.056 Payment, as described in Section 3.055 above, shall eliminate all sick leave credit accrued by the bargaining unit member at that time.
- 3.057 Such payment shall be made only once to any bargaining unit member.
- 3.058 Payment shall be made to the life insurance beneficiary if the bargaining unit member should die while actively employed by the Board.
- 3.059 Upon notification from the Treasurer that the establishment of an appropriate tax sheltering mechanism for severance payments has been finalized, a bargaining unit member shall have the option of sheltering all or

a portion of his/her severance payment in a 403(b) annuity, 457(b) annuity or both. Reasonable administrative costs incurred by the Board in providing such tax sheltering mechanisms will be assumed by bargaining unit members participating.

3.06 Travel Compensation

The rate of reimbursement for mileage shall be the IRS rate in effect at the time of the travel.

3.07 Substituting During Planning Period

3.071 A bargaining unit member may be asked to supervise classes and/or students other than his/her normally assigned duties, only when it is impossible or impractical to employ a qualified substitute.

3.072 A bargaining unit member shall be asked to supervise classes and/or students pursuant to Section 3.071 during his/her preparation time provided in Section 9.04.

3.073 Bargaining unit members will be asked to place their name on a list, volunteering their services for such substituting. This list will be made in the first ten (10) days of a school year.

If a qualified substitute and/or a person from the volunteer list are not available and a substitute is still needed, then a member may be asked to supervise classes and/or students during his/her planning period.

A bargaining unit member who supervises classes and/or students pursuant to the above shall be compensated at the rate of pay of Twenty-eight dollars (\$28.00) per hour or Seven Dollars (\$7.00) per quarter hour. If a bargaining unit member teaches in a co-teaching situation and their co-teacher is absent, then the member shall receive substitution pay of fifteen dollars (\$15.00) per hour (pre-K through grade 5) or per period (grades 6-12) to a maximum of forty-five dollars (\$45.00) per day. Twenty-eight dollars (\$28.00) per hour will be paid for summer school and detention (school).

3.074 Payment of compensation earned under Section 3.07 shall be made through normal payroll, upon timely submission of substitute time information.

3.08 State Teachers Retirement System (STRS) Pick-Up

3.081 The total annual salary of each bargaining unit member shall be payable by the Board in two (2) parts:

- a. cash salary and
 - b. deferred salary (through the salary restatement method of picking-up the employee contribution to STRS).
- 3.082 A bargaining unit member's deferred salary shall equal the amount of the member's contribution to STRS required by law and shall be paid by the Board to STRS on behalf of the member as a pick-up (by means of the salary restatement method) of the member's contribution otherwise payable by the member.
- 3.083 A bargaining unit member's annual cash salary shall be equal to the member's total contracted annual salary less the member's deferred salary, and shall be payable subject to applicable payroll deductions to the member. The Board's total combined expenditure for total annual salary of all bargaining unit members (including deferred salary amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this section of the Agreement not been in effect.
- 3.084 The Board shall compute and remit its employer contributions to STRS based upon a bargaining unit member's total annual salary including the deferred salary. The Board shall report for federal and Ohio income tax purposes as a member's gross income the total annual salary less the amount of the member's deferred salary. The Board shall report for municipal income tax purposes as a member's gross income the member's total annual salary including the amount of the member's deferred salary. The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- 3.085 A bargaining unit member's deferred salary shall be included in the member's total annual salary for the purpose of computing daily rate of pay for determining any particular salary adjustment to be made due to absence or for any other purpose.

3.09 National Board Certification

Bargaining unit members who attain National Board Certification (National Board for Professional Teaching Standards) shall receive a one (1)-time stipend of one-thousand (\$1,000) dollars, in addition to any verified application fees paid by the bargaining unit member, upon proof of completion and certification.

3.10 License/Certificate Renewal and BCI/FBI Check

The Board will encumber an amount equal to \$50.00 per bargaining unit member per year to be used for the payment of license/certificate renewal and/or BCI/FBI

background checks. Members will be reimbursed from the balance of their individual accounts upon presentation to the Treasurer's office of evidence of payment for these items.

ARTICLE IV

INDIVIDUAL CONTRACTS

4.01 Written Contracts

4.011 The Board shall, when employing and reemploying a bargaining unit member, enter into a written teaching contract with said individual. Thereafter, pursuant to Section 3319.12 of the Ohio Revised Code, a salary notice will be issued annually to each bargaining unit member containing the following:

- a. Notice of a continuing or limited contract. Limited contracts must specify length;
- b. The number of work days in the school year;
- c. The applicable step and column of the salary schedule; and
- d. The annual salary and the per diem pay of the member.

4.012 Contracts must be signed and returned to the Treasurer within fifteen (15) days of the stated issuance date or payment will be thereafter withheld until such time as a signed contract is returned.

4.02 Limited Teaching Contract

4.021 The first limited teaching contract shall be for a term of one (1) year. One (1) year shall be defined as at least one hundred twenty (120) days of teaching.

4.022 The sequence for future contracts shall be: a one (1) year contract followed by a series of two (2) year contracts until eligibility for a continuing contract is achieved.

4.023 A deviation from the sequence above must be accompanied by at least two (2) consecutive evaluations containing less than satisfactory marks. The deviation will not be considered unless the recommendations listed in the Performance Improvement Plan have not been satisfactorily improved by the bargaining unit member.

4.03 Continuing Teaching Contract/Extended Limited Contract

- 4.031 A continuing contract shall be issued to bargaining unit members pursuant to sections 3319.08, 3319.09, and 3319.11 of the Ohio Revised Code. To be considered for a continuing contract, a member in his/her fourth or later year of District service (second or later year of District service if the member previously held a continuing contract in another Ohio school district), who holds a five year license or an eight year certificate, and has earned at least thirty (30) graduate semester hours, shall submit a letter of intent and all subsequent necessary documents by October 15 to the Superintendent that the member may qualify for continuing contract status for the ensuing school year. A member not meeting these time limits or requirements will not be considered for a continuing contract for the ensuing school year.
- 4.032 Continuing contracts will be granted to those bargaining unit members who meet all legal requirements and who are recommended by the Superintendent and approved by the Board.
- 4.033 If, at the time of determining whether to award continuing contracts to eligible bargaining unit members, the Board is considering whether to implement a reduction in force (except for a reduction based on a member's return from a leave of absence), the Board will act on members eligible for continuing contracts before suspending contracts as a part of the reduction in force.
- 4.034 If a bargaining unit member is eligible for a continuing contract, and has not previously attained continuing contract status elsewhere, the Superintendent may recommend that the Board reemploy the member pursuant to an extended limited contract for a term not to exceed two years. If the Superintendent intends to make such a recommendation to the Board, he/she will notify the member and the Association President in writing of same at least ten (10) days prior to the Board meeting at which the recommendation will be considered. If the Board accepts the Superintendent's recommendation, the bargaining unit member will be notified of same by April 30. In addition, prior to the end of the school year the Superintendent will provide the member with a plan of improvement that sets forth the reasons why he/she recommended an extended limited contract and suggestions directed at the member's professional improvement. If the Board rejects the Superintendent's recommendation for an extended limited contract, the member will be considered non-renewed at the expiration of his/her current contract, provided the member receives notice of the Board's action by April 30. This provision expressly supersedes and replaces the procedures contained in O.R.C. 3319.11 concerning the issuance of an extended limited contract.

4.04 Supplemental Contract

A supplemental contract, shall be issued for the amounts listed in Appendix B. Such supplemental contract shall be limited to a duration of no longer than one (1) year and is not subject to the provisions listed in Ohio Revised Code 3319.08.

- 4.041 All non-athletic supplemental contracts shall be offered first to qualified certificated/licensed bargaining unit members and then to other individuals when no qualified certificated/licensed staff bargaining unit member is selected for the position. A certificated/licensed bargaining unit member shall be deemed “qualified” if s/he has an interest, background or prior successful experience in the same or similar areas as determined by the Administration. Such determination shall not be arbitrary, capricious or unreasonable.

Notwithstanding the above, individuals may be selected by the Board to fill athletic supplemental positions based upon its determination of the best qualified individual from among all applicants whether from within or without the bargaining unit and regardless of whether such individual is certificated or licensed with first consideration given to qualified bargaining unit members. An applicant shall be deemed “qualified” if s/he has prior successful coaching experience in the same or related athletic area. In making such determination, the Athletic Director will consider coaching evaluations and other information relevant to the athletic program involved. The determinations of the Athletic Director shall not be arbitrary, capricious or unreasonable.

Head coaches will be selected first. Thereafter, interested applicants for particular sports will apply for the position of assistant coach in that sport. Successful applicants for these coaching positions will then be identified (i.e., “Assistant Varsity Football,” “Middle School Basketball,” etc.) and assigned to a position by the Athletic Director in collaboration with the head coach for that sport.

Nothing herein shall permit the Board to employ the services of individuals who do not meet the appropriate qualifications and/or regulations established by the state to coach an athletic team. To the extent that it conflicts with Ohio Revised Code Section 3313.53, this provision shall supersede and replace same.

- 4.042 Varsity level coaches (head and assistant) will be permitted one (1) day of professional leave per year in order to attend an administratively approved clinic or workshop, which would provide professional growth for such coach. Additional attendance at clinics or workshops must be done through use of personal days (see Section 6.02). Head coaches, assistant coaches or advisors whose teams qualify for state related contests will be granted

professional leave when such contest prevents them from performing their regularly assigned duties. Attendance at state contests when a District team (participant) is not participating must be done through the personal leave provision (see Section 6.02).

4.043 The supplemental contract(s) will be paid on the following schedule:

4.0431 Unless otherwise designated by the bargaining unit member, the withholding rate for athletic supplemental contracts will be at the 25% rate in conformance with the IRC. A financial breakdown of the supplemental pay will be provided upon request to the Treasurer's office. All seasonal supplemental contracts will be paid out in equal payments through payroll according to the schedule below:

- a. Fall season will be paid on the first pay in October, November, and December;
- b. Winter season will be paid on the first pay in January, February, and March;
- c. Spring season will be paid on the pay in April, May, and June.

4.0432 Full year supplemental contracts will be paid in twenty-six (26) pays as per current practices for those receiving in excess of Six Hundred Dollars (\$600.00). Those receiving Six Hundred Dollars (\$600.00) or less will be paid on the second pay in June.

4.044 All supplemental positions shall be reviewed and evaluated annually by the Superintendent and/or his or her designee to determine whether factors such as sufficient student interest justify continuation of the program or sport. Continuation of all supplemental positions will be at the discretion of the Superintendent as well as the Board's approval of his/her recommendation.

4.045 A bargaining unit member who fails to fulfill or substantially complete his/her duties under a supplemental contract by reason of resignation, thereby necessitating the Board to hire a replacement, shall be paid on a prorated basis for that part of the season or activity during which s/he fulfilled the duties. The prorated amount will be determined based upon the number of days required for the particular activity (i.e., for athletic activities, the schedule set by the OHSAA; for "club" activities, the school calendar year, etc.)

4.05 Previous Employment Record

Prior to employment and placement on the salary schedule, each prospective employee must complete and submit an Employee Assurance of Previous Employment Record (see Appendix I).

**ARTICLE V
INSURANCE PROVISIONS**

5.01 Insurance

A bargaining unit member contracted for at least twenty-five (25) hours per week shall be eligible for coverage as listed herein. Eligible members may choose single or family coverage; however, in cases where the husband and wife are employed in the district, they are limited to one (1) family policy.

Effective September 1, 2011, employee contribution on Health Insurances (Major Medical, Dental, Prescription Drug) will be ten percent (10%) of the cost of such coverage, paid bi-monthly. Premium holidays will be passed on to employees on the month of such holidays, if possible. If notification of a premium holiday comes late, the holiday will be provided employees in the ensuing month.

The member’s share of the premium shall be payroll deducted in the first two pays of the month.

5.02 Coverages

5.021 Medical

The deductible, co-insurance and yearly maximum shall apply to hospitalization/ surgical/major medical combined.

Dependents

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

5.022 Specifications

Maximum Benefits	Unlimited
Deductible	\$100/Individual/\$200/Family
Accumulation Period	Calendar Year
Co-Insurance Provision	80% by Insurance Carrier; 20% by the patient up to a yearly out-of pocket of \$500/Individual,

	\$1000/Two or more family members. After the out-of-pocket has been met employee, 100% of eligible charges will be paid.
Out-Patient Psychiatric	80% to \$1000/Person/Year
Out-Patient Substance Abuse	80% to \$1000/Person/Year
In-Patient Psychiatric/Substance Abuse	31 Days/Person/Year
Routine Mammograms, Pap Tests,	Once/Year shall be covered expense
Prostate Cancer Test	(Unless found by a physician to be necessary more often)
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 by emergency care within forty-eight (48) hours after the emergency.

- 5.023 If an agreement is reached by the county C.O.G. and the UniServ Office on common specifications, not already contained in this contract, for the C.O.G. member districts, such specifications will become amendments to this contract upon agreement of the Association President and Superintendent.
- 5.024 The Board will maintain a Section 125 Plan for bargaining unit members under which a member's contribution toward the monthly cost of insurance fringe benefits will be paid through payroll deduction with pre-tax dollars and under which a member who chooses to participate may establish a flexible spending account with up to \$2,000.00 for unreimbursed health care expenses and/or up to \$5,000.00 for dependent care expenses. All annual and monthly administrative fees applicable to flexible spending accounts will be charged to members through payroll reduction.

5.025 Dental Insurance

- a. Maximum Benefits/Covered Person
- | | |
|---------------------|---------|
| Class I, II, or III | \$2.500 |
|---------------------|---------|

b.	Deductible	
	Individual	\$25.00 per calendar year
	Family	\$75.00 per calendar year
c.	Co-Insurance Amounts	
	Class I - Preventive	100% of usual and customary (No Deductible)
	Class II – Basic	80% of usual and customary
	Class III – Major	80% of usual and customary
	Class IV - Orthodontia	60% of usual, customary charges

Lifetime maximum is \$1,200 for children under 19 years of age on a family contract only.

Class I:	Oral Exam X-Rays Fluoride Treatments Teeth Cleaning Emergency Treatments Space Maintainers
Class II:	Anesthesia Restoration Amalgams Silicate Acrylic Root Canal Therapy Treatment of Gum Disease Repair of Bridgework and Dentures Oral Surgery Tests and Lab Exams
Class III:	Restorations Gold Foil Gold Inlays Porcelain Crown Installation of Bridgework and Dentures
Class IV:	Orthodontic Diagnosis Appliances Treatments Adjustments

5.03 Term Life

- 5.031 The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each certificated/licensed employee who is bargaining unit member contracted for at least twenty-five (25) hours or more per week in the amount of fifty thousand dollars (\$50,000) plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof, shall be paid by the Board.
- 5.032 Bargaining unit members may purchase additional term life insurance at the group rate, in Five Thousand Dollar (\$5,000.00) increments, up to a maximum of Twenty Thousand Dollars (\$20,000.00) coverage in addition to Board paid coverage. Modification to this provision may be necessary to comply with requirements of the insurance carrier.

5.04 Stark County Schools Council

- 5.041 The Board of Education shall 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 subsequent to July 31, 1984. Provided, however, that health care benefits and services provided under this Collective Bargaining Agreement shall not be less than those to which bargaining unit members were entitled on July 1, 1992.
- 5.042 Any health care benefits and services that extend to bargaining unit members as a result of agreements entered into by the Board with insurance companies, under-writers, insurance administrators, the Stark County Schools Council of Governments or any participating member thereof, participating in the Health Care Benefits program of the Stark County Schools Council of Governments, shall not be reduced, modified or eliminated during the term of the Collective Bargaining Agreement without the written approval of the Association.
- 5.043 If the Board of Education participates in the partially self-funded health care benefits program of the Stark County Schools Council, amounts required under this Collective Bargaining Agreement to be contributed by employees for the cost of health insurance shall be determined by the Board of Education as a percentage of the Board's total annual Program Cost under the Agreement regarding the Health Benefits Program of the Stark County Schools Council (Program Agreement). Amounts so contributed by employees shall be deposited by the Board of Education, together with its contribution for such Program Costs, in the Operating Fund under the Program Agreement. Any amounts on deposit in or attributable to the Operating Fund at the end of a fiscal year shall be credited to contributing employees in accordance with the same percentage that is imposed upon

them by this Collective Bargaining Agreement. Such credit shall be made no later than April 1st of the succeeding fiscal year. Any contributing employee whose employment ceases during the fiscal year must apply in writing within thirty (30) days from cessation of employment for a refund equal to the amount of his/her individual credit. Said amount shall be payable by the Board no later than sixty (60) days from written application by the contributing employee.

5.044 The Stark County Schools Council has made the following changes in the "Agreement Regarding Health Benefits Program."

a. Page 3: "Reserve Amount" means the amount which each Participating Member must appropriate so as to have available monies no less than twenty percent (20%) nor more than thirty percent (30%) of claims paid for the preceding twelve (12) month period that would not be covered by Aggregate Stop-Loss Insurance Coverage. However, the "Reserve Amount" may deviate from the above listed percentages upon written mutual agreement of the Stark County Superintendent and a Consultant representative of the Five County UniServ Office.

b. Page 10, Section 8, sixth line: add "aggregate" to Stop-Loss Insurance Coverage.

5.05 Health Maintenance Organization

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.

5.06 Preferred Provider: Doctors/Hospitals

5.061 The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services may be provided through the Stark County Council of Governments (COG) Health Insurance Program.

5.062 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.

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

5.064 The duration of this provision shall be from March 1, 1994 and continuing thereafter unless terminated or modified by the representatives outlined in Section 5.063, herein.

5.07 Preferred Provider: Prescription Drugs

5.071 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 that 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 Five-County UniServ Office.

5.08 Medical Information

Medical and other insurance related information shall be kept confidential to the extent possible and necessary and to the extent required by law.

5.09 Early Retirement Insurance Benefits

Health insurance benefits shall be provided to bargaining unit members who participate in an early retirement incentive for the period between the effective Early Retirement Incentive date and the retirement insurance eligibility date with STRS/SERS/PERS providing the participant pays one hundred percent (100%) of the Board cost one (1) month in advance.

**ARTICLE VI
LEAVES**

6.01 Sick Leave

- 6.011 A bargaining unit member shall earn or accrue sick leave in accordance with Section 3319.141 of the Ohio Revised Code.
- 6.012 Each bargaining unit member shall be allowed to accumulate up to a maximum of three hundred forty five (345) days.
- 6.013 Each bargaining unit member shall be advanced five (5) days of sick leave, in accordance with Sections 3319.08 and 3319.141 of the Ohio Revised Code, if accumulated sick leave is exhausted or said member has not accumulated sufficient sick leave. A member shall be granted advancement only after indebtedness of the previous advancement has been repaid. Any advance shall be deducted from future accumulations or deducted from the member's final check if the member is no longer with the District and has not accumulated enough for the pay back. Nothing herein shall be considered to create an expectation that unpaid leave will be granted to any member who has exhausted all sick leave and advancements nor is the Board in any way limited in taking appropriate disciplinary action, up to and including termination, for any unauthorized absence without approved leave.
- 6.014 Sick leave for a bargaining unit member employed on other than a full-time basis shall be credited and deducted at the proportionate rate set forth in his/her individual contract of employment.
- 6.015 As specified in Section 3319.141 of the Ohio Revised Code, sick leave with pay may be used for the following reasons:
- a. For absence of a bargaining unit member due to personal illness, pregnancy,* injury, exposure to contagious disease which could be communicated to others; *(Pregnancy is an allowable cause for a bargaining unit member to use sick leave with the length of time before and after delivery to be determined by the doctor in a statement to the Board); and/or
 - b. For absence of a bargaining unit member due to illness, or injury in the member's immediate family.
 - c. Certified/licensed staff members on sick leave or reasonably expected to be on sick leave for a duration of five (5) or more consecutive days must, upon request, provide the Board with medical verification and information concerning the prospects of a

return to work and will consent to a release for such purpose upon request.

- 6.016 Up to five (5) days not necessarily concurrent paid leave shall be granted for the purpose of handling the business and adjustment responsibility when adopting a child. Such leave shall be charged to sick leave.
- 6.017 The "immediate family" shall be defined as: father, mother, brother, sister, spouse, son, daughter, grandmother, grandfather, legal guardian, foster or step-parents, foster or step-children, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandson, and granddaughter or any person living in the home of the member.
- 6.018 Bargaining unit members shall receive notification of accumulated sick leave to date with each pay; however, to obtain the accurate and up to date accumulation, members should contact the Treasurer's office.

6.02 Personal Leave

- 6.021 It is the intent of this section to provide a bargaining unit member with a means of dealing with urgent and unavoidable personal matters that cannot be handled except during school hours.
- 6.022 A bargaining unit member shall be entitled to three (3) days of paid personal leave each year during his/her employment period.

The leave shall be granted:

- a. Without loss of pay and other benefits.
- b. In increments of full day, half day or quarter day only.
- c. With no deduction from sick leave.
- d. Subject to availability of a qualified substitute, if requested five (5) days [one hundred twenty (120) hours] in advance.
- e. Provided no more than five (5) members of the bargaining unit of any one (1) building nor more than seven (7) members of the bargaining unit in the District take such leave on any one (1) day.
- f. Provided they are not days chargeable to sick leave.
- g. Provided they are not days immediately preceding or following a scheduled break or holiday.
- h. In the event of an emergency, Sections 6.022.d, 6.022.e, and 6.022.g above, are not applicable. The determination of whether or not the basis of the bargaining unit member's request constitutes an emergency will be made by the Superintendent.
- i. Provided they are not taken on waiver days or other days set aside for professional development.
- j. Provided they are not taken during the first two (2) weeks of student

attendance or after May 20.

6.023 All unused personal leave days shall convert to sick leave as of July 1.

6.024 Notice of Intent to Use Leave

Notice of intent to use personal leave shall be provided by the bargaining unit member completing and delivering to his/her immediate supervisor the prescribed form Appendix C at least five (5) days or one hundred twenty (120) hours in advance of the anticipated absence. The Superintendent will advise the member of approval or disapproval within forty-eight (48) hours of his/her receipt of the request. However, in the case of an emergency, notice to the immediate supervisor shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the member can be made. Bargaining unit members requesting emergency personal leave must provide information relating to such request by utilizing the appropriate form (Appendix D). If circumstances make advance notice impossible, the member shall notify the immediate supervisor of his/her intent to use personal leave as soon as practicable and file the form Appendix D on the day of his/her return to work.

6.025 Incentive for Attendance

At the end of each grading period bargaining unit members who did not utilize any sick or personal leave shall receive an attendance incentive in the amount of one hundred twenty five (\$125.00) payable through regular payroll following verification by the Treasurer.

6.03 Bereavement Leave

A bargaining unit member shall be entitled to five (5) paid days of bereavement leave to attend the funeral and deal with administrative details for the death of any member of the immediate family as defined in 6.017. This leave shall not be deducted from the member's accumulated sick leave.

6.04 Parental Leave/Adoption Leave

6.041 A bargaining unit member shall, from the date of birth of a child or adoption be entitled to a leave of absence. Such leave shall be unpaid.

6.042 Except in cases of a premature birth or other medical condition as documented by a physician, the member shall give the Superintendent at least thirty (30) calendar days, prior to the anticipated date of birth, notice of intent to use such leave. Such statement of intent as to starting date and length shall be binding on the bargaining unit member. Return from Parental/Adoption leave shall coincide with the beginning of a semester.

- 6.043 The bargaining unit member may use parental leave for the remainder of the school year in which the child is born or adopted and have the right to return to the original teaching position the following school year, or if it is no longer in existence, to another position for which he/she is certified/licensed. A member may request an additional school year of leave but will have the right to a position only if one for which he/she is certified/licensed is open. Under no circumstances will such leave be granted for a time period exceeding twenty-four (24) months. This leave provision shall not interfere with the right of the member to use accumulated sick leave for pregnancy (see Section 6.015) including the right to combine sick leave and parental is so noted in the notice of intent to use leave.
- 6.044 Early return from a parental leave may be requested in writing; however, the decision to permit an early return is within the discretion of the Superintendent.
- 6.045 The Board and BRTA agree that all eligible bargaining unit members will be covered by the Family Medical Leave Act, if applicable.
- 6.046 A bargaining unit member on parental leave may continue to participate in the insurance coverage(s) provided by this Agreement by payment of the premium otherwise payable by the Board at the beginning of each month at the office of the Treasurer.
- 6.047 Any member desiring reinstatement for the succeeding school year must notify the Superintendent of this intent to return no later than April 1st. Bargaining unit members providing such notification will be reinstated at the beginning of the next succeeding school year unless an additional year of leave has been granted as set forth in Section 6.04, above. "Reinstatement", as used in this provision, shall mean reinstatement to the same position with the same contractual status which the bargaining unit member held prior to the leave, as long as such position exists. If such position no longer exists, the bargaining unit member will be returned to a position for which she is certified/licensed.
- 6.048 Time spent on parental leave will not be charged against any other leave provision, except FMLA where applicable.

6.05 Professional Leave

- 6.051 Bargaining unit members may be excused from the performance of their duties to attend professional meetings which will increase their competence in an area related to the performance of their teaching duties.

- 6.052 Requests must be filed in writing (form provided) and approved by the building principal before being forwarded to the Superintendent.
- a. Requests must be filed at least ten (10) working days prior to the meeting. The Superintendent may, in his/her decision, waive this requirement.
 - b. The request must be accompanied by any pertinent information.
- 6.053 Determination of appropriateness and authority to grant permission for attendance at such meetings will rest with the Superintendent.
- 6.054 The bargaining unit member shall file a written report with the Superintendent and oral reports to groups likely to benefit.
- 6.055 The bargaining unit member will receive full pay and the Board will provide the substitute.
- 6.056 Professional leave time will not be charged to sick leave, personal leave or any other leave provision.
- 6.057 Bargaining unit members shall be reimbursed up to One Hundred Fifty Dollars (\$150.00) for documented registration fees and expenses (including mileage/travel) when the member requests and receives approval for professional leave.
- 6.058 The Board shall pay all fees and expenses when a bargaining unit member attends professional meetings at the request of the District.
- 6.059 If determined by the Superintendent that adequate substitute teacher(s) are not available, professional leave will not be granted (a member would be reimbursed for any out-of-pocket expenses should the professional leave be denied for such purposes).

6.06 Special Education-Professional Leave

Special Education personnel as defined on EMIS reports who are responsible for writing Individual Education Plans (IEPs) as assigned by the building principal(s) shall be given one (1) day of professional leave and may request up to a maximum of two (2) days of professional leave (with access to a computer) to formulate/write the “springtime” (for the subsequent school year’s) IEPs and up to two (2) additional days of professional leave to hold IEP meetings for the same during the regularly scheduled school day. All time spent on approved special education-professional leave must be on school grounds.

6.07 Sabbatical Leave

6.071 Right to Leave

Upon presentation to the Superintendent of a satisfactory plan for professional growth, as subsequently described, sabbatical leave may be granted to an eligible bargaining unit member, for a period of not longer than one (1) school year.

6.072 Eligible for Leave

In order to be eligible for sabbatical leave, a member must have taught for five (5) consecutive school years in the District.

6.073 Rights While On Leave

- a. A member on sabbatical leave shall be paid in accordance with Section 3319.131 of the Ohio Revised Code.
- b. A member on sabbatical leave may continue all insurance coverage provided that at the beginning of each month the member makes payment for the premium of such coverage to the office of the Treasurer.
- c. The period of sabbatical leave shall be counted as teaching experience in making salary adjustment.

6.074 Right to Return From Leave

A bargaining unit member who successfully completes a plan for professional growth shall be reinstated the following school year to a comparable position with the one which he/she left.

6.075 Restrictions

The bargaining unit member given leave under this section may be required to return to the District at the end of such leave for a period of two (2) years unless he/she has completed twenty-five (25) years of teaching in the state of Ohio.

6.076 Not Grievable

The decision not to grant authorization for leave is not grievable under Article XIII of this Agreement.

6.077 Time spent on sabbatical leave will not be charged against any other leave

provision.

6.08 Assault Leave

6.081 Right to Leave

A bargaining unit member who must be absent resulting from an assault which occurs as a direct result of Board employment will be eligible for assault leave.

6.082 Application for Leave

Upon the bargaining unit member's delivery to the Superintendent of a signed statement, on forms provided by the Board, he/she shall be granted such leave for the period of the disability. Such statement shall include the nature of the assault, the date of its occurrence, the name(s) of the individual(s) causing the assault or the description of the individual(s) if the name(s) is/are unknown, and the facts surrounding the assault. The bargaining unit member agrees to file criminal charges if the individual(s) causing the assault are known, as a condition of the Board approving such leave.

6.083 Eligibility for Leave

The bargaining unit member shall provide a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment. In addition, the Board may require the member claiming more than fifteen (15) days of assault leave to submit to a medical examination. If the Board requires such a medical examination, the full cost of the examination, including mileage reimbursement, shall be borne by the Board.

6.084 Legal Actions Resulting From Assault

If legal action results, said member shall be granted leave, with no loss of pay, for all necessary absences connected with said legal action. This leave shall not be charged to any other leave.

6.085 Restrictions

Falsification of either the signed statement or the physician's certificate is grounds, under Section 3319.143 of the Ohio Revised Code, and may subject the bargaining unit member to suspension and/or termination of employment under Section 3319.16 and related sections of the Ohio Revised Code.

6.086 Rights While On Leave

- a. A bargaining unit member on assault leave shall receive his/her full daily salary less the amount received by that individual, if any, for workers' compensation which covers loss of pay sustained for the injury. However, the member's pay shall not be reduced by benefits received to cover medical expenses, nursing expenses, hospital expenses, medicine and/or rehabilitation.
- b. Leave granted under this section shall not be charged against such leave earned or earnable under Section 3319.141 of the Ohio Revised Code or any other provision of the Agreement.

6.087 Termination of Leave Benefits

Assault leave benefits shall cease after one hundred and eighty (180) days or upon resignation or mandatory retirement as provided for in Section 3307.37 or related sections of the Ohio Revised Code.

6.09 Court/Arbitration Appearance

6.091 Right to Leave

A bargaining unit member who, because of his/her employment in the school system, as subsequently defined, is required to appear as a witness by court/arbitration subpoena, will be granted leave for such appearance.

6.092 Notice of Intent to Use Leave

A bargaining unit member receiving a subpoena and desiring to use court/arbitration leave shall notify the Superintendent as far in advance as possible.

6.093 Rights While on Leave

- a. A bargaining unit member on court/arbitration leave shall receive his/her full salary and benefits while on said leave.
- b. Time spent on court/arbitration leave will not be charged against any of the above leave provisions.

6.094 Purpose of Leave

"Because of his/her employment" shall be defined for the purpose of this Section to refer to lawsuits or arbitrations involving the District and incidents involving employees and/or students which said member may

have occasion to observe and/or have knowledge of because of his/her position with the District.

6.095 Restrictions

Court/arbitration leave shall not be used in cases where the expertise of the bargaining unit member is the basis for the court/arbitration appearance, but rather for matters which specifically relate to circumstances which could only have been observed and/or known because of the employment with this school district.

6.096 Leave will not be granted to a bargaining unit member if the member files suit against the Board, or one or more of its employees. Furthermore, leave will only be granted as a result of a court subpoena requiring a member to appear as a material witness, not as a party to the action.

6.097 Leave will not be granted for court/arbitration or trial preparation time, but only for actual time in court/arbitration.

6.10 Jury Leave

6.101 Right to Leave

A bargaining unit member required by law to report for jury duty shall be granted jury leave for the duration of such duty.

6.102 Notice of Intent to Use Leave

A bargaining unit member receiving notice to appear for jury duty and desiring to use jury leave shall notify the Superintendent as far in advance of the absence as possible, utilizing the personal leave form attached hereto as Appendix E.

6.103 Rights While On Leave

- a. A bargaining unit member on jury duty leave shall receive his/her full salary and benefits while on said leave provided appropriate verification that such service was rendered is provided to the Treasurer.
- b. Time spent on jury leave will not be charged against any of the above leave provision.

6.11 Family and Medical Leave Act

- 6.111 Bargaining unit members are entitled to leave as provided in the Family and Medical Leave Act (FMLA) and its associated regulations. For purposes of this Section, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). The member is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.
- 6.112 All bargaining unit members who have accumulated at least one year of service in the District may apply for family leave under the provisions of the federal Family and Medical Leave Act of 1993.
- 6.113 A member desiring to use family leave shall notify the Superintendent in writing at least thirty (30) days prior to the beginning of the leave, if the need for the leave is foreseeable; otherwise, the written notice shall be given as soon as possible after the member learns of the need for the leave. The member's notice must specify that Family Leave will be the type of leave taken.
- 6.114 During the leave, for up to twelve (12) weeks per year, as defined above, the Board shall continue to pay the applicable contributions it makes for a member on the active payroll to continue participation in life, health, prescription drug, and dental insurance.

6.12 Military Leave

Military leave shall be provided in accordance with applicable state and federal law.

6.13 Unpaid Leave

Bargaining unit members may, under conditions specified in State Law and Board Policy, be granted leaves of absence without pay. It is understood that no member shall have a right to such unpaid leave for sporadic or short term absences, whether or not based upon illness (unless qualified under appropriate FMLA leave). For example, unpaid leave will not be granted for non-FMLA qualifying absence to extend the employment of a member where such member has exhausted all accumulated and/or advanced sick leave, unless the request is for long term unpaid leave and based upon legitimate medical reasons.

**ARTICLE VII
VACANCIES AND TRANSFERS**

7.01 Vacancies

- 7.011 Any certified vacancy other than Superintendent or in a newly created position that occurs during the work year shall be posted clearly in every school building immediately upon resignation or the creation of the new position, and/or within five (5) work days of when the Superintendent determines that such vacancy will exist. If the Superintendent determines not to fill a vacancy, he/she will notify the Association President in writing.
- 7.012 During the summer, notification of any certified vacancies shall be posted in the central administrative office, on the District website, and on a dedicated telephone job line.
- 7.013 No such vacancy occurring prior to the close of the school year shall be filled until it has been posted for at least ten (10) working days. If a vacancy occurs after the close of the work year and prior to July 10 it shall not be filled prior to seven (7) calendar days following the day on which the notice was posted.
- 7.014 Vacancies occurring between July 10 and August 15 shall be posted pursuant to the above but may be filled as soon as a suitable individual is found.
- 7.015 Vacancies occurring on or after August 15 need not be posted. Those bargaining unit members with prior stated interest shall be notified.
- 7.016 The Board may fill a vacancy on a temporary basis provided that the time spent in such temporary assignment shall not be considered in judging the relative qualification of the applicants for the position when it is posted.
- 7.017 Applicants not awarded the position shall be given, upon written request, the basis for his/her rejection in writing, from the Superintendent or his/her designee.

7.02 Voluntary Transfer

- 7.021 A bargaining unit member who desires to transfer into a vacant existing position or a newly created position shall make written application to the Superintendent. Such application will be made as soon as possible after the bargaining unit member receives notice of such vacancy. By February 1, a Vacancy/Transfer Form (see Appendix H) will be distributed to each bargaining unit member. This form must be returned to the

Superintendent's office prior to February 28.

- 7.022 A bargaining unit member who desires to transfer, if a vacancy should exist, shall give written notice to the Superintendent. Such notice to the Superintendent shall include, in order of preference, the grade(s) and/or subject(s) to which the member desires to be transferred and the building(s) to which he/she desires to be transferred.
- 7.023 If a bargaining unit member's request for a transfer is denied, he/she will, upon written request, receive a written explanation as to the basis for the denial from the Superintendent or his/her designee.

7.03 Involuntary Transfer

- 7.031 Notice of involuntary transfers will be given or sent to the bargaining unit member prior to June 1. Necessary involuntary transfers after June 20 will be handled on an individual basis as they arise.
- 7.032 Before giving notice of an involuntary transfer, the Superintendent or his/her designee will contact the bargaining unit member and afford him/her an opportunity to discuss the proposed transfer. Any member involuntarily transferred will be given the written reasons for the transfer, which shall not be arbitrary or capricious. If the Superintendent or his/her designee has been unable to contact the bargaining unit member, then notice of the transfer may be sent.
- 7.033 A bargaining unit member being involuntarily transferred may choose to resign and seek employment elsewhere. If the bargaining unit member makes such a decision the Board shall hold said individual harmless of Section 3319.15 of the Ohio Revised Code.

7.04 Definition

For purposes of this Article, "transfer" means reassigning a bargaining unit member to a different building and/or subject area in grades seven (7) through twelve (12) and/or grade level in grades kindergarten (K) through six (6).

ARTICLE VIII REDUCTION IN STAFF

8.01 Reduction

If the Board decides to effect a planned reduction in the number of bargaining unit members, in whole or in part, the reduction shall be achieved in the following manner.

8.02 Attrition

The number of bargaining unit members affected by a reduction in force will be kept to a minimum by not employing replacements, insofar as is practicable, for a bargaining unit member who retires, resigns dies, or whose contract is terminated or non-renewed.

8.03 Suspension of Contract

8.031 Criteria: Within each area of certification affected, reduction not achieved by attrition shall be accomplished first by suspending the teaching contracts of bargaining unit members who do not have continuing teaching contracts and, second by suspending continuing teaching contracts. Among bargaining unit members within each of these two (2) groups, (i.e., the group holding continuing teaching contracts and the group holding limited teaching contracts in each area of certification affected) preference shall be given to bargaining unit members with longer continuous service with the District.

8.032 Notice

8.0321 At least thirty (30) days prior to any proposed action by the Board to effect a reduction in force, the Superintendent shall provide the Association President with a notification of the date of the proposed action and a copy of the current seniority list.

8.0322 A bargaining unit member wishing to file a new certificate or update a certificate(s) shall do so within ten (10) days of receipt of said notice.

8.0323 At least fifteen (15) days prior to the date of the proposed Board action, the Superintendent shall send written notice by certified mail, return receipt requested, to each bargaining unit member whose teaching contract is to be proposed for suspension. Alternatively, the Superintendent may have such notice personally delivered to each affected member at least fifteen (15) days prior to the proposed Board action.

8.04 Recall

8.041 A bargaining unit member who has his/her teaching contract suspended while on a continuing teaching contract shall have recall rights provided in Section 3319.17 of the Ohio Revised Code. A member who has his/her limited teaching contract suspended and keeps the Board informed of his/her address shall have recall rights for two (2) years after Board action.

For purposes of this Section, "Recall rights" means the right to be offered a comparable position (full time for full time or part time for part time) within the member's area(s) of certification/licensure before the position is filled by hiring a person not already employed by the Board or by recalling a member with a suspended teaching contract and with less continuous service in the District. Acceptance of a part time position does not jeopardize the right to recall to a full time position.

- 8.042 To be eligible for an offer of reinstatement, bargaining unit members must keep the Board informed of his/her current address and telephone number. Offers of reemployment shall be made by certified United States Mail, return receipt requested. Rejection of an offer of reinstatement, failure to accept such an offer within two (2) weeks of its receipt, or the return of the offer by the postal department because of an incorrect address, or the failure of the member to pick up such notice within three weeks of mailing, shall result in a waiver of all rights under this Article.
- 8.043 Upon recall, all benefits to which a bargaining unit member was entitled at the time of his/her suspension, including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment. He/she will be placed on the proper step of the Salary Schedule for his/her current position according to his/her experience and education.
- 8.044 No new employees will be hired by the District to fill vacant positions if there are qualified and properly certificated/licensed bargaining unit members on the recall list, unless or until all qualified and properly certificated/licensed members on the recall list have rejected reinstatement in such positions consistent with Section 8.042, above.

8.05 Area of Certification

A bargaining unit member with more than one (1) area of certification/licensure shall be considered for retention under 8.03 in each of his/her areas of certification/licensure before his/her contract is suspended. Likewise, he/she may exercise his/her areas of certification/licensure.

8.06 Seniority

- 8.061 For the purpose of this Agreement, seniority will mean continuous service in a bargaining unit position. Continuous service shall be determined from the most recent date of hire into a bargaining unit position as determined by the first (1st) day worked.
- 8.062 When continuous service is equal, the tie will be broken by the earlier date of the Board meeting at which the bargaining unit member was hired, for the first employment contract. If continuous service is still equal, the

members will draw numbers by lottery, the member drawing the lowest number shall become the first one to be reduced. The Association President shall be present.

8.063 Continuous service will not be broken by authorized leaves of absence, employment by the Board in a position outside the bargaining unit, or as a result of a planned reduction in force from which the bargaining unit member was recalled, but such time shall not be counted in computing continuous service. Additionally, continuous service will not be broken when a member's limited teaching contract was non-renewed at the end of one (1) school year and the member was then rehired for the subsequent school year.

8.07 Seniority List

The Superintendent shall, at all times, have available in his/her office a current seniority list. An updated seniority list shall be sent to the Association President each year by November 1st. A bargaining unit member may view said seniority list upon request.

8.08 Effect of This Article

It is the express understanding and agreement of the parties hereto that the provisions of this Article, 10.11, may not conflict with the requirements of Revised Code Section 3319.17, but in all other respects shall supersede and take the place of Revised Code Section 3319.17.

ARTICLE IX WORK YEAR AND WORKDAY

9.01 Work Year

9.011 The work year for all bargaining unit members shall not exceed a total of one hundred eighty-four (184) workdays, as follows:

- a. One hundred eighty (180) days for instruction;
- b. Two (2) professional development days;
- c. Four (4) half (1/2) days for evening parent-teacher conferences.

9.012 The per diem pay of a bargaining unit member shall be computed on the basis of one hundred eighty-four (184) workdays.

9.013 Beginning with the 2009-2010 school year, NEOEA Day shall be included in the school calendar as a non-paid day upon which no teacher work is

scheduled.

9.014 Attendance at Open House is optional.

9.02 School Calendar

9.021 Bargaining unit members shall vote on their preference for the school calendar by February 1st.

9.022 The adopted school calendar for each work year shall be distributed to each bargaining unit member following its adoption by the Board. The Superintendent shall provide a written explanation to the Association President within five (5) days after the school calendar is adopted, if the adopted school calendar differs from the bargaining unit members' preferred choice as determined by the aforementioned vote.

9.023 The Board will include make-up days, in order of priority, within the school calendar so that a bargaining unit member will be aware of the day(s) to be utilized in the event it is necessary to make-up a workday(s) outside of the established school calendar.

9.03 Workday

9.031 Each bargaining unit member will be assigned appropriate starting and dismissal times, provided, however, that the work day shall be no longer than seven and one half (7 1/2) consecutive hours, including a thirty (30) minute duty free lunch period, guaranteed under Section 3319.111 of the Ohio Revised Code.

9.032 No bargaining unit member shall be requested to report for duty earlier than 7:00 A.M. nor remain on duty later than 4:00 P.M.

9.033 Duties such as study hall, homeroom, recess, playground, bus, lunch, and detention shall be distributed as equally as possible and rotated from year to year among bargaining unit members.

9.034 There shall be no more than seven (7) meetings per year called by Administrators that begin prior to the bargaining unit members' normal daily starting time or end after the normal daily ending time, including student early release day meetings. In the absence of exigent circumstances, the administration will provide staff with notice of such meetings at least five (5) calendar days in advance. In no event shall those maximum of seven (7) meetings begin or end more than sixty (60) minutes beyond the normal workday. The number of meetings can be extended with the approval of the Superintendent and the Association President. In the absence of an emergency, no meeting will be scheduled for the last work

day of any week.

9.04 Preparation Time

9.041 A bargaining unit member shall, in addition to his/her lunch period, have regular preparation time during the time pupils are in class in which he/she will not be assigned to any other duties, as follows:

- a. Elementary School In addition to lunch there shall be a daily preparation period of no less than thirty (30) minutes during the student day, exclusive of reasonable transition time for escorting students, for a minimum of 200 minutes per week. Occasional exceptions to this thirty (30) minute period of preparation time may arise within the context of the elementary environment.
- b. Grades 6, 7 and 8 Not less than one normal class period daily; and
- c. Senior High Not less than one normal class period daily.

9.042 A bargaining unit member employed to teach in both the elementary and grades 6, 7 and 8 shall be entitled to a regular preparation time.

9.043 A bargaining unit member employed as an elementary specialist (Art, Music, or Physical Education) shall be considered an elementary teacher for the purpose of this Article.

9.044 Any member assigned to teach grades 6-12 who has more than four (4) regular class preps or three (3) preps when teaching at least one advanced placement class, shall not be assigned to any before or after school duties.

9.05 Class Size

The Board will follow the adopted state standards.

9.06 Parent/Teacher Conferences

The scheduled district-wide parent/teacher conferences and two (2) days compensatory time shall be arranged through the Association President and the Administration.

9.07 Common Planning Periods

The Board agrees to make reasonable efforts to provide Common Grade Level Planning Periods.

9.08 Criminal Records Check

It is acknowledged by the BRTA that the Board acknowledge that criminal records investigation reports are required for applicants and, periodically, by current employees under state law. It is expressly agreed between the Board and the BRTA that the Board may discharge any employee upon receipt of a criminal records check, if the criminal records check contains a report of any of the offenses outlined in the Ohio Revised Code which prohibit by law, the Board from employing the individual. If any discharge of a teacher must occur, the mandates of O.R.C. Section 3319.16 (termination statute) shall not be required.

9.09 Record Keeping

The Board shall provide all bargaining unit members with one-half (1/2) day for record keeping at the end of the first semester. That day would be one-half (1/2) day of professional development/one-half (1/2) day of grading/records.

9.10 Training for Special Procedures

A bargaining unit member required to perform medically related or other extraordinary procedures for students with special needs will receive training appropriate to the particular procedure.

9.11 Preparation of Electronic Reports

The Administration and Association shall work collaboratively to facilitate the implementation of electronic reporting systems and/or any changes regarding grading procedures, report cards, progress reports, interim reports, or any other reporting requirements. Members shall be provided with appropriate training relative to the use of such electronic reporting systems.

ARTICLE X INDIVIDUAL RIGHTS

10.01 Disciplinary Proceedings

A bargaining unit member shall have the right to be represented by the Association at conferences with the administration which the member has reason to believe could lead to discipline. A member who intends to exercise this option shall inform the administration in advance of his/her intent to be accompanied by Association representation or any other person of his/her choice and the identity of the

representative(s). It is not the intent of the parties that this provision will prohibit the removal of a member from the classroom in extraordinary circumstances, provided, however, that the disciplinary hearing be held in an expedient manner.

10.02 Discipline

A bargaining unit member shall not be disciplined without considering the facts in the case or in an arbitrary or capricious manner.

10.021 The following are guidelines for progressive disciplinary action which may be considered for disciplinary actions. Depending on the nature of the offense/violation, disciplinary action may be initiated at the discretion of the Superintendent or his/her designee at any of the following levels:

- a. Verbal Warning: Verbal notification to the bargaining unit member.
- b. Reprimand: Written reprimand with a written copy to the immediate supervisor, the personnel file, the bargaining unit member and the Association President.
- c. Suspension: Disciplinary removal with loss of pay may be given. All suspensions and/or loss of pay must be issued by the Superintendent, with a written copy to the personnel file, the bargaining unit member, and the Association President.
- d. Termination of employment contract shall be by the Board.

10.022 Disciplinary actions beyond a written reprimand must meet commonly understood standards of just cause and OEA/NEA representation may be available at these levels upon the request of the bargaining unit member.

10.023 No bargaining unit member will experience a loss in pay until a disciplinary meeting is held.

10.024 The termination of a bargaining unit member will be governed by the provisions of O.R.C. Section 3319.16.

10.03 Access to Personnel Records

10.031 A bargaining unit member may request a review of his/her personnel file with the Superintendent. All items in the personnel file shall be available to the member. The member may have representation when reviewing the file contents. The Board will provide members with a reasonable amount of copies, not to exceed twenty (20) copies, at no cost. The

member may place a written notice of rebuttal with any disputed item on the file. The bargaining unit member may dispute the accuracy of any item(s) in the file and request that the Superintendent review such item(s) for possible removal from the file in accordance with ORC Section 1347, et. seq. The Superintendent will notify the member of the decision on the request to remove data.

10.032 In the event any person, other than the bargaining unit member's supervisor or other administrator, seeks to review the personnel file of a member notification to the member will be made in advance of such review, if possible. Where possible, such notice shall include the name of the person making the request, the date the request was made and, if scheduled, the date and time of the review. Reasonable efforts will be made to provide the member the opportunity to be present at the time of the review and be accompanied by a representative of his/her choice. This clause is waived whenever a duly processed search warrant is presented.

10.033 Items relating to work performance and/or discipline shall be signed and dated by the appropriate administrator and a copy provided to the bargaining unit member prior to placement in the personnel file. No materials shall be placed in a member's personnel file which comes from any anonymous source.

10.034 No data relating to student standardized test scores shall be placed in a bargaining unit member's personnel file.

10.04 Documented Complaint

If a documented complaint regarding a bargaining unit member is received by the Administration or Board, the member will receive a copy if: 1) the documented complaint is shared with other Administrators or members of the Board; or 2) the Administration intends that said document be placed or referenced in the member's personnel file. Prior to placement of such documentation in the personnel file, the member will first be provided an opportunity to respond to the complaint. Following this response, if it is determined that documentation be placed in the personnel file, the member will have an opportunity to provide a written rebuttal to such documented complaint.

10.05 Job Sharing

Job sharing shall refer to a voluntary option available for teachers, subject to the prior approval of the Superintendent to share one full-time position. Notification of approved job sharing plans will be provided to the Association President for review and approval of the Association.

- 10.051 Teachers shall assume responsibility for finding job sharing partners. No teacher shall be required to job share.
- 10.052 Partnerships must be formed by June 1.
- 10.053 Each teacher shall acquire one (1) year seniority for each year of job sharing worked.
- 10.054 A job sharing partnership shall last one (1) school year.
- 10.055 Upon dissolution of the job sharing partnership, each job sharing teacher shall be guaranteed a full-time position in the school from which s/he left if a position is available in that school. If a position is not available in his/her previous school, s/he shall be given a full-time position for which s/he is certificated within the District.
- 10.056 Due to the nature of job sharing, such arrangements will not always reflect an exact 50% split of responsibilities. Consequently, job sharing approved by the Superintendent may assign varying percentages to each teacher for purposes of determining salary and benefits. It is further understood that, due to the need for coordination of educational programming, etc., the actual amount of the work day needed to facilitate a successful job share may exceed the percentage assigned by the Superintendent for pay and benefits and the amount of the work day shall be agreed upon in writing at the time the job share is approved.
- 10.057 In order to maximize the continuity of the educational program of students, each participating teacher shall, with advance notice, substitute for his/her partner and shall be paid the appropriate prorated amount at the daily substitution rate. If the partner cannot substitute, a qualified substitute shall be employed.
- 10.058 A written grading philosophy and discipline standard in compliance with existing policies will be agreed upon by the participants and the building principal. Said philosophy and standard will be kept on file in the Principal's office, and distributed and discussed with parents within the first three (3) weeks after the start of school. The same holds true for new subjects.
- 10.059 Equity of work load/time on duty will be attempted at all times by all participants concerned. A schedule will be determined and agreed upon before the building schedule is finalized. Teachers and building principal will meet to discuss room assignment, scheduling, supplies, etc. as soon as said items are determined.
- 10.0510 Teachers will work their regular day on in-service and conference days.

10.06 Long Term Substitutes

- 10.061 Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment.
- 10.062 The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Article XI, Evaluation and Non-Renewal, nor the provisions of Section 3319.11, Ohio Revised Code, shall apply to long-term substitutes. The Association President shall be notified on or before the first day of the long-term substitute's employment in such position.
- 10.063 A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3-1/2] hours per day) in any one school year.
- 10.064 Neither provisions of Article VIII– Reduction in Staff, nor the provisions of Section 3319.17, Ohio Revised Code, shall apply to long-term substitutes or to a permanent substitute.
- 10.065 Neither the provisions of Article XI – with respect to evaluation, nor the provisions of Section 3319.111 or Section 3319.11, Ohio Revised Code shall apply to long-term substitutes.
- 10.066 Beginning with the 61st day of employment a long-term substitute shall be placed on the BA-0 step of the salary schedule and become a bargaining unit member.

ARTICLE XI EVALUATION AND NON-RENEWAL

11.01 Purpose and Procedure

- 11.011 The purpose of the evaluation process is to document a bargaining unit member's overall performance as well as to provide for the enhancement of instruction and the on-going professional growth and development of the educator. The primary responsibility for evaluation shall be with the building principal and/or administrative designee, who is a certified administrator with an administrative position within the District. Nothing herein shall be construed as limiting the right of the Superintendent and/or his/her administrative designee, who is a certified administrator with an administrative position within the District to conduct additional

evaluation(s) under this Article. The evaluation(s) shall be based on the mutually accepted criteria as listed in Appendix G.

- 11.012 The principal shall conduct an orientation at the first staff meeting at the beginning of each year for the bargaining unit members regarding the evaluation procedures and criteria to be used. Members hired after the beginning of the school year will have an orientation within ten (10) work days of their starting date. Where job duties and assignments span multiple buildings or grade levels, each member will be assigned one (1) administrative supervisor prior to the start of each school year.
- 11.013 The Appraisal Review Committee (ARC), comprised of four (4) members appointed by the Association and three (3) administrators appointed by the Superintendent, in addition to the Superintendent, shall be an ongoing, collaborative committee for the purpose of reviewing the present evaluation and appraisal system and making recommendations to the Board and the Association for the adoption of improvements to the evaluation process and/or any corresponding evaluation instrument(s). Recommendations from ARC, if any, will be made prior to the end of each school year.

11.02 Evaluation Cycles and Observations

- 11.021 Each bargaining unit member who is in the last year of his/her contract, members in their first year, and members applying for a continuing contract shall have at least two (2) formal evaluations, the first (1st) to be completed by December 1 and the second (2nd) to be completed by March 15. Other bargaining unit members shall have at least one (1) formal evaluation prior to March 15th.
- 11.022 Classroom Observations
- a. This shall be done openly.
 - b. There shall be at least one (1) announced observation and one (1) unannounced observation for each evaluation
 - c. A pre-conference shall be held prior to each announced observation at the request of the member or evaluator.
 - d. All observations shall be a minimum length of thirty (30) minutes.
 - e. The use of electronic devices during classroom observations shall be at the discretion of the bargaining unit member.
 - f. Observations will not take place during the last work day

preceding or the first workday following a recess period, or the first day back to work after three (3) consecutive days of absence by a bargaining unit member. Observation time lines will be extended in proportion to a bargaining unit member's absences during the period covered by the observation/evaluation.

- g. Any bargaining unit member shall have the opportunity to provide evidence of extenuating circumstances which have contributed to classroom performance below normal after a formal observation. Examples of such circumstances would be an unruly or below average class, disruption of daily schedule, or personal problems. If the evaluation remains a matter of record, the member's documentation shall be attached.
- h. Within five (5) days of each classroom observation, the evaluator shall prepare an observation report (Appendix G) and schedule a conference to review and discuss it with the bargaining unit member.

11.03 Formal Evaluation

- 11.031 The performance of a bargaining unit member shall be evaluated in writing. Such evaluation shall be recorded on the form found in Appendix G. The evaluation shall be based upon observations of the member's overall performance and shall acknowledge the strengths of the individual evaluated, as well as deficiencies, if any. The evaluation shall further note all data used to support the conclusion by the evaluator.
- 11.032 The evaluator shall take into consideration, and note in writing, any bona fide circumstances he/she has determined may have adversely affected the performance of the bargaining unit member being evaluated, such as; interruptions, class size, special academic groups, or physical facilities.
- 11.033 The evaluator shall meet with the bargaining unit member within five (5) work days after the second observation for an evaluation conference.
- 11.034 The formal evaluation document shall be signed by both parties. Signing of the document indicates only that the document has been jointly reviewed. The bargaining unit member may file a rebuttal to the evaluation document at his/her option. The rebuttal shall be attached to the evaluation document.
- 11.035 Formal evaluation time lines will be extended in proportion to a bargaining unit member's absences during the period covered by the formal evaluation.

11.04 Performance Improvement Plans

11.041 Should unsatisfactory performance be recorded in the observation or evaluation of a bargaining unit member, the evaluator shall meet with the member to provide specific, written recommendations for improvement. This meeting will occur within five (5) work days of the observation or evaluation. The administrator shall remain available to provide assistance to the member as he/she attempts to remediate his/her deficiencies; however, the ultimate responsibility for improvement rests with the member. Administrative assistance may include, but is not limited to the following: classroom visitations; direction to professional development opportunities; and/or pairing with a mentor, if available.

11.042 Under normal circumstances, the bargaining unit member shall have twenty (20) school days in which to make corrections or improvements of any noted deficiencies after the evaluator has noted them to the member and has provided assistance as outlined in 11.041, above. Where the school year permits, at least one (1) observation shall be conducted within twenty (20) school days of the date of notification of the deficiencies to note the extent of progress.

11.043 Performance improvement time lines will be extended in proportion to a bargaining unit member's absences during the period covered by the performance improvement. For the bargaining unit members whose absences affect the non-renewal process/evaluation process, the time lines set forth herein shall not be deemed to restrict the ability of the Superintendent to recommend non-renewal of a member with an expiring limited contract nor to limit the Board in its decision not to re-employ a member.

11.05 Parental Complaints

If a parental complaint is to be used in the evaluation of the bargaining unit member, then such complaint and notice of same shall be reduced to writing and included with the evaluation. The document shall contain the appropriate notation of date, time, person raising complaint, nature of the complaint and the person who reduced the complaint into writing.

11.06 Fair Treatment

No bargaining unit member shall be negatively evaluated without a reasonable basis in fact, or in an arbitrary or capricious manner.

11.07 Team Performance and/or Win/Loss Record

Team performance and or win/loss record relative to a bargaining unit member's

supplemental duties shall not be included in teaching evaluations.

11.08 Job Action

The procedure in Article XI must be followed prior to any action to nonrenew the limited contract of a bargaining unit member.

11.09 Superseding of ORC 3319.111

The Board and Association expressly agree that the evaluation procedures contained in this Article supersede those requirements contained in ORC 3319.111.

11.10 Non-Renewal of Limited Contract

11.101 Except for probationary employees, if the Superintendent intends to recommend to the Board a non-renewal of a bargaining unit member's limited contract for reasons related to the bargaining unit member's performance as documented in the evaluation process, the evaluation(s) shall have been conducted in compliance with this Article. The bargaining unit member will be so notified by the Superintendent on or before April 5th and provided at that time with the date of the Board meeting when said recommendation will be considered. The member may address the matter with the Board in executive session at the Board meeting and may have Association representation and/or Counsel of his/her choice present.

11.102 Non-probationary, limited contract teachers whom the Board has determined to nonrenew, may pursue remedies available to them as provided by ORC 3319.11(G). Exceptions shall be teachers hired specifically replacing a teacher on leave, substitutes of long or short duration, probationary employees, or those hired for teachers on special assignment who have no rights under Article XI, whose contracts shall automatically expire at the end of their contract term or contract year, whichever is shorter. To the extent it conflicts with ORC 3319.11, this paragraph shall supersede that statute.

ARTICLE XII LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

12.01 Committee Responsibilities

A district-wide Local Professional Development Committee (LPDC) shall be established in accordance with Ohio Revised Code. The responsibilities of this committee shall include, but not limited to: (1) approving individual professional development plans for certificate/license renewal, (2) recommending in-service activities, (3) and obtaining/developing programs that will satisfy the Ohio Department of Education requirements for Professional Development Continuing

Education Units (CEU'S).

12.02 Release Time

Adequate release time shall be granted to study requests, to research programs/in-service activities, and to obtain/develop programs for CEU's. If members of the LPDC determine to conduct some of their meetings/activities outside of the school year and/or school day, each member shall be compensated at the rate set forth in Appendix C.

12.03 Facilities/Supplies/Services

The Board shall provide reasonable facilities, supplies and services to the LPDC.

12.04 Members

This district-wide LPDC shall be comprised of five (5) persons, three (3) of whom shall be bargaining unit members who are selected by the Association.

12.041 Each LPDC bargaining unit member shall have a term of three (3) years.

12.042 If any vacancies occur in any of the positions selected by the Association, the Association shall be responsible for selecting bargaining unit members to fill the vacancies.

12.043 The members of the LPDC will determine the frequency of the meetings, the dates of the meetings and the time of the meetings.

12.044 The Association shall have the right to replace committee members, when necessary.

12.05 Evaluation

The Individual Professional Development Plan shall not be used as part of the evaluation process.

12.06 Majority Vote

Decisions shall be made by majority vote of the committee members.

12.07 Appeal Procedure

The LPDC shall develop and maintain an appeals procedure for appeals from decisions of the LPDC. The decisions of the LPDC shall not be grievable.

12.08 Modifications

The LPDC shall not have the authority to revise, change, delete nor modify any article or section of this Agreement.

ARTICLE XIII GRIEVANCE PROCEDURE

13.01 Purposes

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby bargaining unit members can be assured of a prompt, impartial and fair hearing on their grievances. Such procedures shall be available to all members and no reprisals of any kind shall be taken against any member initiating or participating in the grievance procedure.

13.02 Definition

13.021 A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of this Agreement.

13.022 "Grievant" means an identified bargaining unit member or members filing a grievance or the Association. In the case of an Association grievance, the identity of those individual members allegedly affected will be disclosed upon request no later than Step II.

13.023 "Days" under this Article means teacher work days except for summer vacation when days shall mean weekdays excluding holidays.

13.03 Rights of the Grievant and the Association

13.031 A grievant may be accompanied at all steps of the grievance procedure by a representative of the Association.

13.032 The purpose of these procedures is to secure at the lowest level Administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate, processed as expeditiously as possible.

13.033 The immediate supervisor may be passed if the immediate supervisor determines that he/she does not have jurisdiction in the grievance.

13.034 The grievant and the Association President shall receive prior notice of each meeting held to resolve a grievance formally filed. Decisions rendered at each formal level will be made in writing on Appendix F and

will be transmitted promptly to the grievant and the Association President.

13.035 The Association may withdraw its support of a grievance at anytime.

13.04 Time Limits

13.041 The number of days indicated at each step is considered a maximum.

13.042 If the grievant does not file a written grievance within twenty (20) days of the knowledge of the occurrence of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

13.043 If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of disposition at that level and further appeal shall be barred.

13.044 Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

13.045 All notices of hearings, dispositions of grievances, written grievances and appeals shall be in writing and hand delivered or mailed.

13.046 Every effort will be made to process grievances to a satisfactory conclusion by the end of the school year.

13.047 Meetings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

13.05 Grievance Procedure

13.051 Informal Procedure

A bargaining unit member who feels he/she has a grievance and/or the Association shall first meet informally with the principal or immediate superior in an effort to resolve the problem. This may be the principal, immediate supervisor or the Superintendent. The grievant must announce that this meeting is intended to be the informal step of the grievance procedure.

13.052 Formal Procedure

Step I: Immediate Supervisor

If the grievance is not resolved at the informal step, the grievant may within ten (10) days after the date of the informal discussion submit a formal grievance to his/her immediate supervisor. The grievant shall set forth on the appropriate form (Appendix F), the date of the alleged grievance and the informal grievance meeting, a description of the facts supporting the grievance, the Article or Articles allegedly violated, and the nature of the relief sought by the grievant. Within five (5) days of receipt of the formal grievance the immediate supervisor shall meet with the grievant if necessary and then write a disposition of the grievance with a copy to the grievant, the Association President and the Superintendent.

Step II: Superintendent

If the grievant is not satisfied with the disposition of the grievance in Step One, the grievant may submit the grievance in writing to the Superintendent/designee within five (5) days of receipt of its disposition at Step One level. Within seven (7) days of receipt of the grievance form, the Superintendent/designee shall meet with the grievant and then write a disposition of the grievance with a copy to the grievant, Association President, and to the immediate supervisor.

Step III: Board of Education

If the grievant is not satisfied with the disposition made by the Superintendent, then the grievant may submit the grievance to the Board through the Superintendent within five (5) days after receiving in writing, the disposition by the Superintendent.

The Board shall meet with the grievant for the purpose of reviewing such grievance. The meeting shall be held in executive session unless otherwise required by law. Such meeting shall be held no later than the next regular scheduled Board meeting after receipt by the Superintendent of Step Three grievance. The disposition of the grievance shall be written by the Board and given to the grievant by the President of the Board ten (10) days following the meeting with the grievant.

Step IV: Binding Arbitration

If the grievant is not satisfied with the Level Three decision, the grievant may request, within twenty (20) days of receipt of the Level Three decision, that the Association file a demand for arbitration with the Superintendent and the American Arbitration Association. The parties shall select the arbitrator in accordance with the Voluntary Rules of the

American Arbitration Association. The Arbitration shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be binding upon the parties. In rendering his/her decision the arbitrator shall not add to, subtract from, or in any way modify the provisions of this Agreement. The arbitrator's decision shall not be binding if determined to be contrary to law by a court of competent jurisdiction. All costs associated with the arbitration (administrative and arbitrator fees, room charges and court reporter), shall be equally shared by the Board and the Association.

13.06 Miscellaneous

Nothing contained in this procedure shall be construed as limiting the individual right of a bargaining unit member having a complaint or problem to discuss the matter informally with members of the administration through normal channels of communication.

ARTICLE XIV RETIRED TEACHERS

14.01 Retired teacher re-employment

A teacher retired under the State Teachers Retirement System may be reemployed by the Board under the following conditions:

- 14.011 For initial placement purposes on the teachers' salary schedule, the bargaining unit member shall receive three (3) years of service credit. Additionally, the member shall receive all proper educational credit for horizontal placement on the salary schedule. The member shall receive experience/education credit as is appropriate for each year of re-employment with the Board.
- 14.012 Bargaining unit members employed pursuant to this provision shall receive one year limited contracts and shall not be eligible to receive continuing contracts regardless of their years of service or license held. These members shall also be eligible to apply for one (1) year only, co-curricular supplemental positions.
- 14.013 Each one year limited contract, including co-curricular supplemental positions, shall automatically expire upon completion of the year and it is not necessary for the Board neither to conduct evaluations in accordance with this Agreement or ORC 3319.111 nor to take formal action to not re-employ the bargaining unit member pursuant to ORC 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon expiration of the contract.

- 14.014 Bargaining unit members employed pursuant to this provision are not entitled to or eligible to receive any severance benefits or participate in any retirement incentive program provided by the Board.
- 14.015 Bargaining unit members employed pursuant to this provision shall not be eligible for any of the insurance plans offered by the Board and shall not seek inclusion in any of the insurance plans offered by the Board.
- 14.016 Bargaining unit members employed pursuant to this provision shall receive sick leave and personal leave (including attendance bonus) in accordance with the terms of this Agreement. Retired members employed by the Board shall not be eligible for sabbatical leave; however, they are eligible for benefits of professional meetings, in-service meetings, association leave and family and medical leave as provided by this Agreement. In no event shall leave extend beyond the retiree's employment contract term.
- 14.017 Retired bargaining unit members employed by the Board shall have zero seniority in the bargaining unit and shall not accumulate seniority for any purpose. These members shall have neither the right to displace or bump, nor any right to recall in the event of a reduction in force.
- 14.018 Retired bargaining unit members may be evaluated at least once during the school year. However, any timelines and/or dates specified in Article XI Evaluation do not apply to the evaluation process for members employed under the terms of this Article.

14.02 Supremacy Clause

Pursuant to the authority provided by ORC 4117.10, and the extent that issues addressed in this article are contrary to or in conflict with Ohio law, the issues addressed in this provision shall supersede and replace the statutory law of Ohio pertaining to that issue. Also, the provisions of this Article supersede and prevail over any inconsistent terms that may appear elsewhere in this Agreement.

ARTICLE XV EFFECTS OF AGREEMENT

15.01 Equal Opportunity

The Board shall be an equal opportunity employer. The Board and the Association shall not discriminate against any applicant or bargaining unit member in terms of wages, hours, assignment, reassignment, layoff or suspension or other terms and conditions of employment on the basis of race, religion, color, national origin, sex, age, disability, or marital status.

15.02 Conflict with Law

If any provision of this Agreement is found by a court of competent jurisdiction to conflict with any state or federal law, regulation, ruling or order, now or hereafter enacted or issued, and such provision, is therefore deemed inoperative, the remaining provisions hereof shall nevertheless remain in full force and effect. The parties agree to meet within ten (10) calendar days of the notice of any such court ruling in an attempt to resolve any remaining issues.

15.03 Entire Agreement Clause

This Agreement supersedes and cancels all previous agreements, verbal or written, between the Board and the Association and constitutes the entire agreement between the parties.

15.04 Agreement Reproduction

Copies of this Agreement will be printed and distributed to each bargaining unit member now or hereafter employed. The cost of doing so shall be shared by the Board and the Association.

15.05 Days Defined

Unless otherwise indicated, the term "days" shall mean calendar days.

15.06 Availability of Board Policies

Board policies will be made available to bargaining unit members by placing them in each principal's office or on the District's website.

ARTICLE XVI DRUG FREE WORK PLACE

16.01 Drug Free Work Place Policy

16.011 No bargaining unit member of the District while directly engaged in the performance of work shall unlawfully manufacture, distribute, dispense, possess, or use on or in the premises, any drug, amphetamine, barbiturate, marijuana or any other controlled substances as defined in schedules I through V of Section 202 of the Controlled Substances Act 9 21 U.S.C. 812 and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15.

- 16.012 As a condition of employment, each bargaining unit member who is directly engaged in the performance of work shall abide by the terms of this policy.
- 16.013 "Work place" as used in this policy is defined as the site for the performance of work done. Work place, therefore, includes District school building or any school premises; any school owned vehicle or any other school approved vehicle used to transport students to and from school or school activities; off-school property during any school sponsored or school approved activity, event, or function, including but not limited to field trips (including in or out of country summer trips) or athletic events, where students are under the jurisdiction of the District and/or its staff.
- 16.014 As a condition of employment, each bargaining unit member shall notify his or her supervisor of his or her conviction of a criminal drug statute for a violation occurring in the workplace as defined above. Such notification shall be provided no later than five (5) days after a conviction. This Board shall, within ten (10) days after receiving such notice from a member or otherwise receiving actual notice, notify the appropriate federal agency of such conviction.
- 16.015 Within thirty (30) days of receiving notice of the conviction of a criminal drug statute by any bargaining unit member, this Board shall either: 1) take appropriate personnel action against such member for just cause up to and including termination; or 2) require such member to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
- 16.016 The term "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- 16.017 The term "criminal drug statute" means a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.
- 16.018 This Board shall establish a drug-free awareness program to inform bargaining unit members about: 1) the dangers of drug abuse in the work place; 2) the Board's Policy of maintaining a drug-free work place; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon members for drug abuse violations occurring in the work place.

**ARTICLE XVII
ENTRY YEAR PROGRAM**

17.01 Purpose

The Board will continue to provide an Entry Year Program in conformance with state law, and provide compensation for Mentor teachers as set forth in the supplemental salary schedule. The purpose of the Entry Year Program is to provide a program of positive formal support, including mentoring, to foster professional growth of bargaining unit members, and assessment of the performance of members who require a license. The Entry Year Program and assessment examination does not replace the employment evaluation.

17.02 Entry Year Guidelines

- 17.021 No mentor shall be assigned more than one (1) mentee.
- 17.022 When possible, a mentor should be certified/licensed in the same subject matter as the mentee is assigned to teach.
- 17.023 A bargaining unit member desiring to serve as mentor for the Entry Year Program shall have been employed in the district for a minimum of three (3) years and shall have received the appropriate training to serve as a mentor teacher.

17.03 Training and Release Time-Mentors and Entry Year Teachers

- 17.031 The District shall provide mentors the opportunity to attend training as it determines to be necessary, in order to establish and maintain an effective Entry Year Program.
- 17.032 The District shall pay for all actual and necessary training costs. The District shall provide the cost for the initial and ongoing training of mentors for Pathwise and Praxis III Assessment Training.
- 17.033 Adequate time within the instructional day shall be provided for the mentee and mentor teachers for the purpose of regular consultation in accordance with OAC 3301-22-02.

17.04 Confidentiality

- 17.041 Mentors shall communicate directly with the Entry Year teacher/bargaining unit member and shall hold all information in strict

confidence. All interaction written and verbal between the mentor and entry year bargaining unit member (mentee) shall be confidential information.

17.042 No mentor shall participate in any formal or informal contractual evaluation of his/her mentee.

17.043 No mentor shall be directed, required, or requested to make any recommendation regarding the employment of his/her mentee.

ARTICLE XVIII ASSOCIATION RIGHTS

18.01 Association Rights

The Board hereby recognizes the Association, as an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive bargaining representative for all the certified/licensed staff employed or to be employed under regular teaching contracts.

18.011 Leave to Conduct Association Business

- a. The Superintendent shall grant an accumulative total of up to eight (8) days leave per school year, for bargaining unit members to conduct Association business.
- b. The President of the Association shall notify the Superintendent five (5) work days in advance of the day the bargaining unit member(s) shall be absent. However, in the case of an emergency, notice to the Superintendent shall be made as far in advance of the absence as is possible in order that proper arrangements for handling the duties of the member(s) can be made.

18.012 Access to Members for Association Business

Representatives of the Association will have access to all bargaining unit members, provided that the exercise of this right does not interfere with the educational program.

18.013 Right to Information

The President of the Association shall be provided with copies of minutes of official public meetings of the Board and the official agenda of the meeting. All other documents that Board members receive, that are distributed to Board members at official meetings of the Board will be provided upon request with the exception of the following:

- a. Materials, the release of which is prohibited by law;
- b. Materials given to Board members which do not have to do with the meeting or future Board action.

18.014 The Association will be provided with the name and address of a newly employed bargaining unit member as soon as such information is available.

18.015 Right to Use Board Property

- a. The Association will have the right to use school buildings without cost for meetings at reasonable times as determined by the Superintendent and provided that such use does not interfere with the educational program of the District.
- b. The Association will have the right to place an Association identification on the mailboxes of all members of the Association and to place notices, circulars and other material in the mailboxes of all bargaining unit members.
- c. The Association will have the right to use the inter-school mail system to distribute material of the type described above.
- d. Bulletin board space will be made available to the Association for its exclusive use in the faculty room in each school building.

18.016 No Reprisal

There will be no reprisals of any kind taken against a bargaining unit member by reason of his/her membership in the Association or participation in any of its activities.

18.02 Fair Share Fee

18.021 The Board shall deduct from the pay of bargaining unit members who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such non-members during the term of this Agreement.¹ No non-member filing a timely demand shall be

¹ This provision shall not apply to any bargaining unit members who, as of September 1, 2005, were not members of the Association and it is expressly agreed that these individuals will never be required to pay a fair share fee.

required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

- 18.022 The notice of the amount of the annual Fair Share Fee, which shall not be more than one hundred (100%) percent of the unified dues of the UEP (BRTA, NEOEA, UniServ, OEA, NEA) dues of the Association, shall be transmitted by the Association to the Board's Treasurer by October 5 of each year during the term of this Agreement for the purpose of determining the amounts to be payroll-deducted. The Association shall also transmit to the Board's Treasurer by October 5 the names of the teachers who have elected not to join the Association (those who will be paying a fair share fee). The Board's Treasurer will deduct the fair share fee from the paychecks of the teachers who elect not to join the Association beginning with the first paycheck in February. The annual fair share fee amount shall be deducted in substantially equal payments for the remainder of the paychecks for that school year.
- 18.023 The Board's Treasurer shall inform the Association when there is a newly-hired teacher after the school year begins within five (5) calendar days of that teacher being hired. If that teacher elects not to join the Association, the Association shall inform the Board's Treasurer of that within thirty (30) days of that teacher's date of hire and shall also inform the Board's Treasurer as to that teacher's annual fair share fee. Payroll deductions, in substantially equal amounts, shall commence on the first paydate after the later of sixty (60) days of employment or the first paycheck in February.
- 18.024 The Fair Share Fee shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for nonmembers which conforms to the provisions of Section 4117.09 (C) of the Ohio Revised Code.
- 18.025 No teacher is required to become a member of the Association.
- 18.026 The Association recognizes its obligation to fairly and equitably represent all teachers whether or not they are members of the Association.
- 18.027 The Association agrees to indemnify and hold the Board harmless from any payments, judgments, costs, or expenses incurred as a result of the implementation and enforcement of this provision provided that (1) the Board shall give ten (10) days written notice of any claim made or action filed against the employer by a non-member for which indemnification may be claimed; and (2) the Board acted in good faith compliance with the Fair Share Fee provision of this Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to court order) or misapplies such Fair Share Fee provision herein.

- a. The Association reserves the right to designate counsel to represent and defend the Board; provided however that the Board reserves the right to employ co-counsel at its own expense.
- b. The Board agrees to (1) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates' application to file briefs *amicus curiae* in the action.

**ARTICLE XIX
MANAGEMENT RIGHTS**

- 19.01 The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limitation all of the rights identified in O.R.C. Section 4117.08. These include the right to:
 - 19.011 Determine matters of inherent managerial policy, as provided in O.R.C. Sections 3313.47 and 3313.20 of the Ohio Revised Code, which include, but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
 - 19.012 Direct, supervise evaluate or hire employees;
 - 19.013 Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
 - 19.014 Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
 - 19.015 Determine the adequacy of the work force;
 - 19.016 Determine the overall mission of the employer as a unit of government;
 - 19.017 Effectively manage the work force;
 - 19.018 Take action to carry out the mission of the public employer as a governmental unit.
- 19.02 The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof,

and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States. Pursuant to this provision, the parties hereby agree that the Board shall not be permitted to exercise any management rights which alter or modify an existing provision of this Agreement. The parties also hereby agree and understand that the Board shall have the right to implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations with the Union prior to implementation.

ARTICLE XX
FILING AND MAINTENANCE OF CERTIFICATES/LICENSES

- 20.01 Bargaining unit members shall be responsible for filing with the Superintendent or his/her designee all certificates/licenses issued to the member by the Ohio Department of Education within fifteen (15) days of receipt of such certificates/licenses. No right or privilege shall be asserted by a member by reason of any certificate/license not filed by the member as provided herein.
- 20.02 All bargaining unit members shall keep current and file with the Superintendent or his/her designee all certificates/licenses held at the time of initial employment by the Board and all certificates/licenses received after such employment. If a member permits a certificate(s)/license(s) to expire without renewal, placement on the seniority list is waived for that area(s) of certification/licensure. It shall be the responsibility of each member to apply and qualify for the renewal of any certificate/license in a timely fashion and to file such certificate/license as herein provided.

**ARTICLE XXI
DURATION**

21.01 Duration

All provisions of this Agreement shall become effective from June 30, 2011 through June 29, 2013.

21.02 Certification of Ratification

Ratification of the foregoing Agreement between the parties is attested to by the representatives whose signatures appear below:

Black River Teachers Association:
Education:

Black River Local Board of

By *Cary T. Flegal*
Its President

By *Michael J. Gannon*
Its President

By *Dary B. Kovach OEA LCC*
Bargaining Team Member

By *Charles H. Frye*
Its Vice-President

By *Jason Posny*
Bargaining Team Member

By *Janice Mykoff*
Its Superintendent

By _____
Bargaining Team Member

By *Connie J. Hanger*
Its Treasurer

By _____
Bargaining Team Member

By *[Signature]*
Board Member

By _____
Bargaining Team Member

By *Charles H. Frye*
Board Member

By _____
Bargaining Team Member

By *Janet L. Eichel*
Board Member

[Signature]

Date _____

APPENDIX C

BLACK RIVER LOCAL SCHOOLS
PERSONAL LEAVE APPLICATION

I _____ intend to use

Personal Leave on _____
Date(s)

Personal Leave is intended to provide bargaining unit members with a means of dealing with urgent and unavoidable personal matters that cannot be handled except during school hours.

A bargaining unit member shall be entitled to three (3) days of paid personal leave each year during his/her regular employment period. The leave shall be granted:

- (a) Without loss of pay and other benefits
- (b) In increments of full or half day only
- (c) With no deduction from sick leave
- (d) Subject to the availability of a qualified substitute, if requested less than five (5) days (one hundred twenty (120) hours) in advance
- (e) Provided no more than five (5) bargaining unit members of any one building nor more than seven (7) bargaining unit members in the District take such leave on any one day.
- (f) Provided they are not days chargeable to sick leave
- (g) In event of emergency, Items (d) and (e) not applicable; however the Emergency Personal Leave Form, Appendix D, must be completed.
- (h) Provided the date in question is not a waiver day or other professional development day for the employee.
- (i) Provided they are not taken during the first two (2) weeks of student attendance or after May 20th.

Received by Principal/Supervisor

Date

Time

For Office Use Only: _____ Approved _____ Denied

Reason for Denial: _____

Superintendent

Date

BLACK RIVER LOCAL SCHOOL DISTRICT
EMERGENCY PERSONAL LEAVE APPLICATION

I _____ intend to use Personal Leave on _____

(date)

For the following reasons, I have been unable to provide the required five (5) days [one hundred twenty (120) hours] advanced notification for personal leave use and/or am requesting Emergency Personal Leave for a date or dates otherwise restricted by the Agreement.

Building assignment _____

Date Approved: _____
Principal/Director/Supervisor

Date Approved: _____
Superintendent

By signing this request, I verify that I could not give 5 days prior notice for my personal leave request and/or acknowledge that the request is during a restricted portion of the school year.

Signature

BLACK RIVER LOCAL SCHOOL DISTRICT
JURY LEAVE NOTIFICATION

This is to notify you that the undersigned has been called to jury duty at _____
_____ for the following
dates:

I understand that it is my obligation to provide appropriate verification that such service was rendered as a precondition for receiving pay for dates absent due to jury duty.

Signature

Building assignment _____

GRIEVANCE PROCEDURE FORM

NAME OF GRIEVANT. _____ DATE _____

SCHOOL _____ PRINCIPAL _____

DATE GRIEVANCE OCCURRED _____ DATE OF FORMAL FILING _____

PERSON OR PERSONS TO WHOM GRIEVANCE IS DIRECTED. _____

HAVE YOU DISCUSSED THIS WITH YOUR IMMEDIATE SUPERVISOR?

YES__ NO __

NAME OF IMMEDIATE SUPERVISOR _____

DATE OF INFORMAL HEARING _____

INITIATED ON LEVEL _____

STATEMENT OF GRIEVANCE -- include a description of the facts supporting the grievance and the specific Article or Articles allegedly violated.

ACTION REQUESTED – state the nature of the relief sought.

GRIEVANT

FORMAL PROCEDURE

DATE RECEIVED BY IMMEDIATE SUPERVISOR _____

STEP I - IMMEDIATE SUPERVISOR (FORMAL DISPOSITION)

DATE _____ SIGNATURE _____

Immediate Supervisor

Date received by Grievant _____

Copy to the Grievant,
the Superintendent,
and the Association President

Signature _____
Grievant

DATE RECEIVED BY SUPERINTENDENT/DESIGNEE _____

STEP II – SUPERINTENDENT/DESIGNEE (FORMAL DISPOSITION)

DATE _____ SIGNATURE _____

Superintendent/Designee

Date received by Grievant _____

Copy to the Grievant,
the Immediate Supervisor
Association President

Signature _____
Grievant

DATE RECEIVED BY THE SUPERINTENDENT _____

STEP III - BOARD OF EDUCATION (FORMAL DISPOSITION)

DATE _____ SIGNATURE _____

Board President

Date received by Grievant _____

Copy to the Grievant
Immediate Supervisor,
Superintendent,
and the Association President

Signature _____
Grievant

Where decision requires additional space attach pages as necessary.

APPENDIX G

Black River Teacher Evaluation Form

<p>Teacher: _____</p> <p>Grade/Subject: _____</p> <p>School: _____</p>	<p>Dates:</p> <p>Pre-conference (if requested): _____</p> <p>Observation(s): Formal _____ Informal _____</p> <p>Evaluation Conference Date: _____</p>
---	---

<p>This evaluation is based upon the most recent classroom visitations, daily observations, and general professional performance of the teacher.</p> <p>Indicate N/A if not applicable.</p>	<i>Standard Ratings</i>			
<i>Domain A - Planning and Preparation</i>	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
<p>A1. Demonstrating Knowledge of Content & Pedagogy (Content, prerequisite relationships, content- related pedagogy)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>A2. Demonstrating Knowledge of Students (Characteristics of age group, students' varied approaches to learning, students' skills and knowledge, students' interest and cultural heritage)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>A3. Selecting Instructional Goals (Value, clarity, suitability for diverse students, balance)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>A4. Demonstrating Knowledge of Resources (Resources for students and teaching)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>A5. Designing Coherent Instruction (Learning activities, instructional materials, resources, groups, and lesson/unit structure)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>A6. Assessing Student Learning (Congruence with instructional goals, criteria, standards, and use for planning)</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<i>Observations/ Examples:</i>				
	Standard Ratings			
Domain B - The Classroom Environment	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
B1. Creating an Environment of Respect & Rapport (Teacher/student and student interactions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B2. Establishing a Culture for Learning (Content, student pride in work, expectations for learning and achievement).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B3. Managing Classroom Procedures (Management of instructional groups, transitions, materials/supplies, time on task, performance of non-instructional duties, supervision of volunteers and paraprofessionals)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B4. Establishing and Maintaining Clear & Consistent Standards of Classroom Behavior (Expectations, monitoring behavior and response to misbehavior)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B5. Organizing Physical Space (Safety and arrangement of furniture, accessibility to learning and use of physical resources)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Observations/ Examples:</i>				
	Standard Ratings			
Domain C - Instruction	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
C1. Communicating Clearly & Accurately (Directions, procedures, oral and written lang.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2. Using Varied Questioning & Discussion Techniques (Quality of questions, discussion techniques and student participation)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C3. Engaging Students in Learning (Representation of content, activities and assignments, grouping of students, instructional materials/resources including technology, structure and pacing)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C4. Providing Feedback to Students (Quality: accurate, substantive, constructive, specific, and timely)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C5. Demonstrating Flexibility & Responsiveness (Lesson adjustment, response to students, and persistence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Observations/ Examples:</i>				
	<i>Standard Ratings</i>			
Domain D - Professional Responsibility	<i>Exceeds Expectations</i>	<i>Meets Expectations</i>	<i>Needs Improvement</i>	<i>Unsatisfactory</i>
D1. Reflecting on Teaching (Accurate assessment of lesson's effectiveness and use in future teaching)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D2. Maintaining Accurate Records (Student completion of assignments, progress in learning, non-instructional records, and submitting requested information)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D3. Communicating with Families (Information about the instructional program, individual students, and engagement of families.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D4. Contributing to the School & District (Professional relationships with colleagues, service to the school, and participation in school/district projects)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D5. Growing and Developing Professionally (Content knowledge, pedagogical skill & service)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D6. Showing Professionalism & Serving as a Role Model (Service to students, student advocacy, decision-making and punctuality)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Observations/ Examples:</i>				
<i>Improvement Plan needed</i> _____				

Optional Comments:

Principal's Signature

Teacher's Signature as evidence of having read contents of the overview.

A1: Demonstrating Knowledge of Content and Pedagogy

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Knowledge of Content	Teacher makes content errors or does not correct content errors students make.	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Teacher displays little understanding of prerequisite knowledge important for student learning of the content.	Teacher indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Teacher actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	Teacher displays little understanding of pedagogical issues involved in student learning of the content.	Teacher displays basic pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices reflect current research on best pedagogical practice within the discipline but without anticipating student misconceptions.	Teacher displays continuing search for best practice and anticipates student misconceptions.

A2: Demonstrating Knowledge of Students				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Knowledge of Students' Varied Approaches to Learning	Teacher is unfamiliar with the different approaches to learning that students exhibit, such as learning styles modalities, and different "intelligences."	Teacher displays general understanding of the different approaches to learning that students exhibit.	Teacher displays solid understanding of the different approaches to learning that different students exhibit.	Teacher uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.
Knowledge of Students' Skills and Knowledge	Teacher displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills and knowledge but displays this knowledge for the class only as a whole.	Teacher displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of students' skills and knowledge for each student, including those with special needs.
Knowledge of Students' Interests	Teacher displays little knowledge of students' interests and does not indicate that such knowledge is valuable.	Teacher recognizes that value of understanding students' interests but displays this knowledge for the class only as a whole.	Teacher displays knowledge of the interests of groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of the interests of each student.

A3: Selecting Instructional Goals

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Value	Goals are not valuable and represent low expectations or no conceptual understanding for students. Goals do not reflect important learning.	Goals are moderately valuable in either their expectations or conceptual understanding for students and in importance of learning.	Goals are valuable in their level of expectations, conceptual understanding, and importance of learning.	Not only are the goals valuable, but teacher can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
Clarity	Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Most of the goals are clear but may include a few activities. Most permit viable methods of assessment.	All the goals are clear, written in the form of student learning, and permit viable methods of assessment.
Suitability for Diverse Students	Goals are not suitable for the class.	Most of the goals are suitable for most students in the class.	All the goals are suitable for most students in the class.	Goals take into account the varying learning needs of individual students or groups.
Balance	Goals reflect only one type of learning and one discipline or strand.	Goals reflect several types of learning but no effort at coordination or integration.	Goals reflect several different types of learning and opportunities for integration.	Goals reflect student initiative in establishing important learning.

A4: Demonstrating Integrated Use of Resources				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Technology Operation and Concepts	Teacher demonstrates little to no understanding of concepts related to technology.	Teacher demonstrates some knowledge, skills, and understanding of concepts related to technology.	Teacher demonstrates introductory knowledge, skills, and understanding of concepts related to current technologies.	Teacher demonstrates mastery of skills and concepts related to current technologies, and demonstrates growth in such skills.
Planning and Designing Learning Environments	Teacher is not able to design age/grade-level appropriate learning opportunities using minimal technology.	Teacher designs age/grade-appropriate learning opportunities through the use of minimal technology.	Teacher designs age/grade-level appropriate learning opportunities through the use of technology.	Teacher designs age/grade-level appropriate learning opportunities using enhanced instructional strategies to create varied learning environments and experiences for students.
Teaching, Learning, and the Curriculum	Teacher does not include technology.	Teacher implements curricular plans to include technology for student learning.	Teacher demonstrates curricular plans that include technology that is incorporated with academic content standards for student learning.	Teacher facilitates technology to support students in mastery of academic content standards, and applies technology to develop students' higher-order thinking skills.
Assessment and Evaluation	Teacher does not use technology to assess students' learning.	Teacher is able use technology to assess student learning.	Teacher applies technology to assess students' learning by collecting and analyzing data.	Teacher applies technology to assess students' learning, using a variety of techniques designed to collect, analyze, and interpret data.
<i>Based on National Education Technology Standards for Teachers (2004)</i>				

A5: Designing Coherent Instruction				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	Most of the learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even, and most activities reflect recent professional research.	Learning activities are highly relevant to students and instructional goals. They progress coherently, producing a unified whole and reflecting recent professional research.
Instructional Material and Resources	Materials and resources do not support the instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning. There is evidence of student participation in selecting or adapting materials.
Instructional Groups	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals.	Instructional groups are varied, as appropriate to the different instructional goals. There is evidence of student choice in selecting different patterns of instructional groups.
Lesson and Unit Structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson's or unit's structure is clear and allows for different pathways according to student needs.

A6: Assessing Student Learning

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Congruence with Instructional Goals	Content and methods assessment lack congruence with instructional goals.	Some of the instructional goals are assessed through the proposed approach, but many are not.	All the instructional goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than to others.	The proposed approach to assessment is completely congruent with the instructional goals, both in content and process.
Criteria and Standards	The proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students. There is evidence that students contributed to the development of the criteria and standards.
Use for Planning	The assessment results affect planning for these students only minimally.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students.	Students are aware of how they are meeting the established standards and participate in planning the next steps.

B1: Creating an Environment of Respect and Rapport

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Teacher Interaction with Students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role.
Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another as individuals and as students.

B2: Establishing a Culture for Learning				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Importance of the Content	Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and attention to detail that they value the content's importance.
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than do high-quality work.	Students minimally accept the responsibility to "do good work" but invest little of their energy in the quality of the work.	Students accept teacher insistence on work of high quality and demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example, by revising drafts on their own initiative, helping peers, and ensuring that high-quality work is displayed.
Expectations for Learning and Achievement	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and teacher establish and maintain through planning of learning activities, interactions, and the classroom environment high expectations for the learning of all students.

B3: Managing Classroom Procedures				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Management of Instructional Groups	Students not working with the teacher are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.
Management of Transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming some responsibility for efficient operation.
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation.
Performance of Non-instructional Duties	Considerable instructional time is lost in performing non-instructional duties.	Systems for performing non-instructional duties are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.
Supervision of Volunteers and Paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties or do nothing most of the time.	Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent supervision.	Volunteers and paraprofessionals are productively and independently engaged during the entire class.	Volunteers and paraprofessionals make a substantive contribution to the classroom environment.

B4: Managing Student Behavior				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response to Student Misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to student's individual needs, or student behavior is entirely appropriate.

B5: Organizing Physical Space

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Safety and Arrangement of Furniture	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both.	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The classroom is safe, and the furniture arrangement is a resource for learning activities.	The classroom is safe, and students adjust the furniture to advance their own purposes in learning.
Accessibility to Learning and Use of Physical Resources	Teacher uses physical resources poorly, or learning is not assessable to some students.	Teacher uses physical resources adequately, and at least essential learning is accessible to all students.	Teacher uses physical resources skillfully, and all learning is equally accessible to all students.	Both teacher and students use physical resources optimally, and students ensure that all learning is equally accessible to all students.

C1: Communicating Clearly and Accurately

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Directions and Procedures	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed.	Teacher directions and procedures are clear to students and contain an appropriate level of detail.	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding.
Learning Goals	Teacher gives no information, inaccurate information, or confusing information about learning goals.	Teacher gives brief, but accurate, information on learning goals.	Teacher gives clear, accurate information on learning goals in language appropriate to the age and ability of the students. Goals are standards based.	Students are able to identify the standards-based learning goals for the lessons. The learning goals for the lesson are displayed in the room and referred to during the lesson.

C2: Using Questioning and Discussion Techniques

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Quality of Questions	Teacher's questions are virtually all of poor quality.	Teacher's questions are a combination of low and high quality. Only some invite a response.	Most of teacher's questions are of high quality. Adequate time is available for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
Discussion Techniques	Interaction between teacher and students is predominantly recitation style, with teacher mediating all questions and answers.	Teacher makes some attempt to engage students in a true discussion, with uneven results.	Classroom interaction represents true discussion, with teacher stepping, when appropriate, to the side.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Student Participation	Only a few students participate in the discussion.	Teacher attempts to engage all students in the discussion, but with only limited success.	Teachers successfully engages all students in the discussion.	Students themselves ensure that all voices are heard in the discussion.

C3: Engaging Students in Learning				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples and analogies.	Representation of content is inconsistent in quality: Some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with students' knowledge and experience. Students contribute to representation of content.
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally.	Some activities and assignments are appropriate to students and engage them mentally, but other do not.	Most activities and assignments are appropriate to students. Almost all students are cognitively engaged in them.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance understanding.
Grouping of Students	Instructional groups are inappropriate to the students or to the instructional goals.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the instructional goals of a lesson. Students take the initiative to influence instructional groups to advance their understanding.
Instructional Material and Resources	Instructional materials and resources are unsuitable to the instructional goals or do not engage students mentally.	Instructional materials and resources are partially suitable to the instructional goals, or students' level of mental engagement is moderate.	Instructional materials and resources are suitable to the instructional goals and engage students mentally.	Instructional materials and resources are suitable to the instructional goals and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their own purposes.

Structure and Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is consistent.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.
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C4: Providing Feedback to Students

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Quality: Accurate, Substantive, Constructive, and Specific	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality: Some elements of high quality are present; others are not.	Feedback is consistently high quality.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
Timeliness	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning.

C5: Demonstrating Flexibility and Responsiveness

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Lesson Adjustment	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson.	Teacher attempts to adjust a lesson, with mixed results.	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson.
Response to Students	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to accommodate students' questions or interests. The effects on the coherence of a lesson are uneven.	Teacher successfully accommodates students' questions or interest.	Teacher seizes a major opportunity to enhance learning, building on a spontaneous event.
Persistence	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success.	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to use.	Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.

D1: Reflecting on Teaching

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Accuracy	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.
Use in Future Teaching	Teacher has no suggestions for how a lesson may be improved another time.	Teacher makes general suggestions about how a lesson may be improved.	Teacher makes a few specific suggestions of what he may try another time.	Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with probable successes of different approaches.

D2: Maintaining Accurate Records				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Student Completion of Assignments	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in the maintenance of records.
Student Progress in Learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and partially effective.	Teacher's system for maintaining information on student progress in learning is effective.	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and interpretation of the records.
Non-instructional Records	Teacher's records for non-instructional activities are in disarray, resulting in errors and confusion.	Teacher's records for non-instructional activities are adequate, but they require frequent monitoring to avoid error.	Teacher's system for maintaining information on non-instructional activities is fully effective.	Teacher's system for maintaining information on non-instructional activities is highly effective, and students contribute to its maintenance.

D3: Communicating with Families				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Information About the Instructional Program	Teacher provides little information about the instructional program to families.	Teacher participates in the school's activities for parent communication but offers little additional information.	Teacher provides frequent information to parents, as appropriate, about the instructional program.	Teacher provides frequent information to parents, as appropriate, about the instructional programs. Students participate in preparing materials for their families.
Information About Individual Students	Teacher provides minimal information to parents and does not respond or responds insensitively to parent concerns about students.	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	Teacher communicates with parents about students' progress on a regular basis and is available as needed to respond to parent concerns.	Teacher provides information to parents frequently on both positive and negative aspects of student progress. Response to parent concerns is handled with great sensitivity.
Engagement of Families in the Instructional Program	Teacher makes no attempt to engage families in the instructional program, or such attempts are inappropriate.	Teacher makes modest and inconsistently successful attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent and successful.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that will be enhanced by family participation.

D4: Contributing to the School and District				
Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Relationships with Colleagues	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or district requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.
Service to the School	Teacher avoids becoming involved in school events.	Teacher participates in school events when specifically asked.	Teacher volunteers to participate in school events, making a substantial contribution.	Teacher volunteers to participate in school events, making a substantial contribution, and assumes a leadership role in at least some aspect of school life.
Participation in School and District Projects	Teacher avoids becoming involved in school and district projects.	Teacher participates in school and district projects when specifically asked.	Teacher volunteers to participate in school and district projects, making a substantial contribution.	Teacher volunteers to participate in school and district projects, making a substantial contribution, and assumes a leadership role in a major school or district project.

D5: Growing and Developing Professionally

Element	Level of Performance			
	Unsatisfactory	Needs Improvement	Meets Expectations	Exceeds Expectations
Enhancement of Content Knowledge and Pedagogical Skill	Teacher engages in no professional development activities to enhance knowledge of skill.	Teacher participates in professional activities to a limited extent when they are convenient.	Teacher seeks out opportunities for professional development to enhance content knowledge and pedagogical skill.	Teacher seeks out opportunities for professional development and makes a systematic attempt to conduct action research in his classroom.
Service to the Profession	Teacher makes no effort to share knowledge with others or to assume professional responsibilities.	Teacher finds limited ways to contribute to the profession.	Teacher participates actively in assisting other educators.	Teacher initiates important activities to contribute to the profession, such as mentoring new teachers, writing articles for publication, and making presentations.

VACANCY/TRANSFER FORM

To help us determine staffing for the next school year, please indicate below your intentions for the next school year.

_____ I wish to be reappointed to my present position.

_____ I do not wish to be considered for reappointment.

_____ I plan to retire at the end of this school year.

_____ I would like to be assigned to:

Building: _____

Grade/Position: _____
should an opening occur.

_____ I wish to be considered for a continuing contract [my contract is up in April; I have met the qualifications (see Section 4.03) and I have attached documentation].

_____ I am undecided at this time (I will inform the Superintendent prior to April 1, if possible).

_____ I would like to be considered as a Home Instruction Tutor, or find out more about it.

_____ I would like to be considered for the following supplemental contracts should an opening occur:

Please return this form to the Superintendent by February 28.

SIGNED: _____

SCHOOL: _____

GRADE/POSITION: _____

EMPLOYEE ASSURANCE OF
PREVIOUS EMPLOYMENT RECORD

As part of the application process for a position in the Black River Local School District, I am providing the following statement of previous employment. In this statement, I am assuring the Black River Local School District that I have not worked as a TEACHER, TUTOR, or SUBSTITUTE in any school district other than those named below.

With my signature below, I acknowledge that this statement is a complete record of previous employment as a TEACHER, TUTOR, or SUBSTITUTE. I also understand that any omission of information will be grounds for such omission from future adjustments in salary

	<u>School District of Previous Employment</u>	<u>Year(s) Taught</u>	<u>Number of Days Taught</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____

Employee's Signature _____

OFFICE USE ONLY

Employee's Name _____
Service Time Granted _____
Hiring Date _____
Treasurer's Signature _____

Copy to Personnel File, Payroll File and Employee