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MASTER AGREEMENT

BETWEEN THE

TWINSBURG EDUCATION ASSOCIATION

AND THE

**TWINSBURG CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

**SEPTEMBER 1, 2012
THROUGH
AUGUST 31, 2015**

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ARTICLE 1. RECOGNITION

The Twinsburg City School District Board of Education ("Board") recognizes the Twinsburg Education Association ("Association") as the sole and exclusive representation and negotiating agent for all regular full-time certificated/licensed personnel (Nurses included) and part-time certificated/licensed personnel as defined in Article 12 (Reduction In Staff), Section G, employed under a regular teaching contract, excluding those who by contract are managerial, administrative or supervisory personnel and all casual substitutes [fewer than sixty-one (61) consecutive days in one position], tutors and part-time employees [employed less than fourteen (14) hours per week]. All other employees are excluded from the bargaining unit. Unless otherwise indicated, the employees above will be hereinafter referred to as "teachers" or "bargaining unit members." Recognition may be withdrawn from the Association in accordance with the procedures specified in Ohio Revised Code 4117.

Long-term substitute teaching assignments:

- A. A casual substitute (i.e., a substitute who serves for fewer than sixty-one (61) consecutive days in a single position) may be assigned to a long-term substitute teaching assignment as the need may arise, to temporarily replace a bargaining unit member who is taking an extended leave of absence, provided the individual possesses/obtains a long-term substitute license from the Ohio Department of Education in the License Type/Teaching Field applicable to the long-term substitute teaching assignment.
- B. A casual substitute who is given a long-term assignment will, effective his/her sixty-first (61st) day in the long-term assignment, be temporarily afforded the rights of bargaining unit members for the remainder of his/her long-term assignment. In other words, he/she will have the same rights as bargaining unit members with the exception that his/her temporary employment will automatically terminate at the end of the long-term assignment or the end of the school year, whichever occurs first, without need for further Board action (i.e., the Board does not need to evaluate or non-renew him/her pursuant to Ohio Revised Code Sections 3319.11 and 3319.111). If the long-term assignment terminates prior to the conclusion of the school year because the regular bargaining unit member returns from his/her leave of absence, the individual will be returned to his/her status as a casual substitute and will be used on an as-needed basis to the end of the school year, pursuant to Ohio Revised Code Section 3319.10.

ARTICLE 2. NEGOTIATING PROCEDURES

A. NOTIFICATION

If either of the parties desires to commence bargaining on proper subjects of negotiations, it shall notify the other party, in writing, between February 1 and March 1 of any year the Contract expires. Notification, in writing, from the Association shall be served on the Superintendent and from the Board shall be addressed to the Association President.

B. NEGOTIATIONS MEETINGS

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

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

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

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

C. NEGOTIATIONS TIME LIMITS

Items under negotiation must be resolved to the mutual satisfaction of both parties within forty-five (45) calendar days of the first scheduled meeting. However, if both parties agree, extensions of time, not to exceed ten (10) calendar days each, may be granted. If no agreement is reached, the Disagreement Procedures outlined in this Agreement shall be implemented.

D. SCOPE OF BARGAINING

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

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

E. REPRESENTATION

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

F. ASSISTANCE

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

G. INFORMATION

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

H. WHILE NEGOTIATIONS ARE IN PROGRESS

Caucuses

The chairperson of either group may caucus his/her group for independent discussion at any time. Caucuses shall be for a period of time mutually agreed upon at the time a caucus is requested.

Protocol

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

Item Agreement

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

Schedule of Meetings

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

I. AGREEMENT

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

J. DISAGREEMENT PROCEDURES

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

K. SUMMARY OF NEGOTIATING PROCEDURES

1. Notification. . .between February 1 and March 1.
2. Negotiations. . .commencing on or before March 15.
3. Disagreement Procedures. . .commencing May 1.*

*Unless extended by mutual agreement.

ARTICLE 3. GRIEVANCE PROCEDURE

A. GRIEVANCE POLICY

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

B. GRIEVANCE DEFINED

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

C. PURPOSE AND OBJECTIVES

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

D. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

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

2. An aggrieved bargaining unit member, at his/her sole choosing, may appear on his/her own behalf or may be represented at any or all steps of the Grievance Procedure by the designated representative and/or the Association.
3. Decisions rendered at each formal level will be made in writing on the forms hereto attached, setting forth the decision and the reasons, therefore, and will be transmitted promptly to all parties in interest.
4. Unless as part of a settlement or by direction of an Arbitrator's Award, no records, documents, or communication concerning the processing of a grievance through the Grievance Procedure will be placed in the personnel file of any participant involved in the Procedure. The Board and the Association shall keep the records of the grievance confidential to the extent permitted by law.
5. All grievances shall be filed at the lowest possible level. The lowest possible level means that level of the Procedure at which the Administrator hearing the grievance has authority to make a decision.
6. Hearings held under this Grievance Procedure shall be conducted at a time and place that affords a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
7. The Association shall have the right to file a grievance, if the subject matter involved concerns:
 - a. An alleged violation of the Agreement as respects rights or privileges granted to the TEA, its officers, or its representatives.
 - b. An alleged violation of the Agreement as respects a matter affecting two (2) or more bargaining unit members.
8. Nothing in this Agreement shall bind the Association from exercising discretion in deciding to pursue or not to pursue a grievance at any level. A grievance may be withdrawn at any level without prejudice.
9. The parties agree that any dispute that is the subject of a grievance is to be resolved through the Grievance Procedure of this Agreement.

E. TIME LIMITS

1. The number of days indicated at each step is considered a maximum. The time limits specified, however, may be extended by written agreement of the parties in interest.
2. a. All grievances must be appealed to the next level within five (5) days of receipt of the disposition at the prior level. Failure to do so shall deem the grievance settled on the basis of the disposition at the previous level. Failure by the Board at any step of these procedures to communicate its decision on a grievance within the specified time

limits shall automatically entitle the grievant to proceed to the next level, unless agreed otherwise as per Section E.1, of this Article.

- b. Except at the informal level, all appeals and dispositions shall be made in writing. Receipt of a "disposition" shall be assumed upon date of hand delivery of such "disposition" to the grievant, or the date of the postmark on the letter sent to the grievant.
3. If any grievance is not initiated at Level One within twenty (20) days after the grievant knew or reasonable should have known of the event or conditions upon which it is based, the grievance shall be considered waived, shall no longer be deemed a grievance, and may not be processed as such. However, if a condition is recurring, the twenty (20) day time limit will be applied to the most recent occurrence.
4. "Days" shall be regular working days.

F. PROCEDURE

Level One: Informal Discussion

A bargaining unit member with a grievance should first discuss it with his/her Immediate Supervisor or Principal, either individually or with a representative, to try to prevent it from becoming a formal grievance. Unless stated to the Administrator at the initiation of the discussion that such discussion is an informal level grievance, or so stated when it has become one subsequent to the initiation of the discussion, it shall not be deemed as one for purposes of the informal level of the Grievance Procedure.

Level Two: Formal

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may, within five (5) days, submit the grievance to Level Two. Within five (5) days after receipt of the grievance, the Principal or Immediate Supervisor shall convene a hearing. The Principal or Immediate Supervisor/Administrator shall render a written decision within five (5) days from the close of the hearing, to the grievant, with a copy to the Association.

Level Three: Formal

In the event that the grievant is not satisfied with the disposition of the grievance at Level Two, he/she may, within five (5) days of receipt of the disposition, appeal the grievance to Level Three.

The Superintendent/designee will, within five (5) days, conduct a hearing concerning the grievance. Within five (5) days from the close of the hearing, the Superintendent shall issue a written decision to the grievant, with a copy to the Association.

Level Four: Formal

If the grievant is not satisfied with the disposition of the grievance at Level Three, the grievant may request a hearing before the Board. The grievant's request for a hearing before the Board shall be made to the Superintendent within five (5) days of receipt of the disposition from Level Three. Unless it would violate O.R.C. 121.22 (Ohio's Sunshine Law), the hearing will take place in executive session at the next regular Board meeting that is scheduled to occur at least five (5) days after the Superintendent receives the grievant's request. If the Board determines that O.R.C. 121.22 requires the grievance to be heard in open session, the Board will provide its explanation for this determination to the Association. The Association may then decide whether to have the grievance heard by the Board at Level Four in public session or to move the grievance to Level Five without a hearing before the Board.

Level Five: Formal

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

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

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/ herself to the precise issue(s) submitted to him/her, or to submit observations or declarations of opinion, which are directly essential in reaching the determination.

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

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

G. MISCELLANEOUS

1. An "aggrieved" person is a bargaining unit member having a grievance. A "party in interest" is any person who may be required to take action or against whom action may be taken in order to resolve a grievance.
2. Nothing contained herein will be construed as limiting the right of any bargaining unit member having a complaint or problem to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its views.
3. The Association may have a witness present at all formal steps of the grievance to represent the interests of the Association.

ARTICLE 4. ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. EXCLUSIVE ORGANIZATION RIGHTS

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

B. USE OF SCHOOL FACILITIES

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

C. USE OF SCHOOL EQUIPMENT

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

D. BULLETIN BOARDS

The Association shall be entitled to use designated space on bulletin boards accessible to bargaining unit members in each building for posting of Association materials.

E. BUILDING ACCESS

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

F. USE OF INTERSCHOOL MAIL SYSTEM

The Association may use the interschool mail system.

G. USE OF BARGAINING UNIT MEMBERS' MAILBOXES

The Association shall have the right to place materials into individual bargaining unit members' mailboxes in school buildings.

H. PAYROLL DEDUCTIONS

1. Deduction of yearly Association dues and/or fees shall be authorized for payroll deduction to the Board Treasurer, by the bargaining unit member, for the following:
 - a. Twinsburg Education Association and its affiliates
 - b. Annuities
 - c. Credit Union
 - d. FCPE
 - e. Insurance payments for insurance provided under this Agreement
 - f. United Way
 - g. Twinsburg Educational Foundation

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

2. No later than October 15 annually, a list of the bargaining unit members requesting standard payroll deductions or continuous payroll deductions for membership in the Association shall be submitted to the Board Treasurer.
3. The Association President shall, by October 1 annually, certify to the Board Treasurer the amount of the annual dues deduction for the ensuing school year.
4. Dues deductions shall be made in twenty (20) equal payments beginning no later than the last pay in October.
5.
 - a. The Board agrees to honor continuous dues deduction authorizations executed in accordance with this Article. Such authorization may be revoked only in writing, with such

revocation received by the Board Treasurer's Office during the period of September 1 through September 15 each year.

- b. If the bargaining unit member leaves the employ of the Board prior to complete payment of the dues owed for that year, the remainder owed shall be deducted from the final paycheck of the member. It shall be the responsibility of the Association to collect the remainder after the final deduction, if the paycheck is insufficient to pay the dues owed. This provision shall not apply if employment is ended due to the death of the bargaining unit member.

6. All monies from Association memberships shall be remitted to the Association Treasurer in a timely manner.

I. BOARD RECORDS

The Board will provide to the Association, two (2) copies of all agendas of Board meetings and minutes of Board meetings, and shall post one (1) copy of the Board minutes in each building. In addition, the following Board reports, which constitute public records, will be provided to the Association President within a reasonable time after a request is made: the Adopted Appropriations Measure; Amended Certificate of Estimated Resources; October Student Enrollment Report; the District's Five Year Forecast; and the Board Treasurer's Year-End Report. The Association may be charged for the cost of copying and providing such documents in accordance with applicable Board policy if the documents exceed five (5) pages.

J. OFFICERS' STIPEND

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

K. FIRST SCHEDULED WORKDAY

The first scheduled teachers' workday each year shall begin at 8:00 AM and end at 3:30 PM.

ARTICLE 5. BARGAINING UNIT MEMBER RIGHTS

A. PERSONNEL RECORDS

1. The Board shall maintain the official personnel file of each bargaining unit member in the Administration Office of the Twinsburg City Schools. The file

will be maintained in accordance with Chapter 1347 of the Ohio Revised Code.

2. A bargaining unit member has the right, upon written request, to review the contents of his/her personnel file and to receive copies of any documents contained therein at a cost not to exceed the actual cost of reproduction. The first copy of any documents shall be provided at no cost. Written request for review of an individual's file shall be directed to the Superintendent/designee. This right to review contents does not apply to pre-employment information.
3. If the bargaining unit member disputes the accuracy, relevancy, timeliness, or completeness of information maintained in the personnel file, he/she may request that the Administration investigate the current status of the information. The Administration shall, within ten (10) days after receiving that request, make an investigation to determine if the disputed information complies with O.R.C. 1347.05(F), and notify the member of the results of the investigation and the action it plans to take with respect to the disputed information. If the member is not satisfied with that determination, he/she may include in his/her personnel file, a brief statement of his/her position on the disputed information and/or include in the personnel file a notation that the member protested that the information is inaccurate, irrelevant, outdated, or incomplete. Anonymous documents shall not be placed into a bargaining unit member's personnel file.
4. Any such statements or notations incorporated in personnel files by bargaining unit members shall be included in any subsequent transfer report or dissemination of the disputed information. The Administration retains the right to include with the bargaining unit member's statement or notation, its statement that it has reasonable grounds to believe the dispute is frivolous or irrelevant and to include the reasons for such belief.

B. COMPLAINTS AGAINST BARGAINING UNIT MEMBERS

1. All parents registering a complaint regarding a bargaining unit member shall be directed (at the discretion of the Principal) to discuss the matter first directly with the bargaining unit member. Bargaining unit members shall be informed of any complaint by a parent that may become a matter of record.
2. If requested by the complainant or the bargaining unit member, a meeting involving the bargaining unit member, Principal, and the complainant, will be arranged as soon as practicable to resolve the problem.
3. If it is not resolved at that level, it may be appealed to Superintendent.
4. Anonymous letters or material shall not be placed in a bargaining unit member's personnel file, or referenced in any documents contained in the personnel file.
5. In Steps 2 and 3, above, a bargaining unit member reserves the right to be accompanied by an attorney appointed by the Association.

6. These complaint procedures do not apply when confidentiality is required in connection with an imminent or ongoing police investigation.

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

1. The Board agrees (and understands) that each bargaining unit member has the right to be accompanied and/or represented by a representative of the Association at any reprimand meeting.
2. The Board agrees that all reprimand meetings will be scheduled at a convenient time and place, and shall be held within five (5) workdays of the Administration's knowledge of the incident that gave rise to the reprimand. Such staff member must receive prior notification which will include the nature of the reprimand and the names of persons to be present other than members of the Administration.
3. Reprimands shall be issued by the immediate supervisor.
4. The Board further agrees that no bargaining unit members will be reprimanded in the presence of any student, parent, or other employee (with the exception of an employee acting as a representative of the bargaining unit member being reprimanded).
5. If the bargaining unit member is unable to secure representation for a reprimand meeting on a scheduled day, such meeting will not take place until the bargaining unit member is given sufficient time to secure representation. If a bargaining unit member is requested to meet with more than one (1) member of the supervisory staff and he/she feels that such meeting would be detrimental to his/her employment, he/she shall have the right to secure representation. This representative may attend the meeting as an observer or represent the bargaining unit member.
6. The Board further agrees that no disciplinary action will be taken against any bargaining unit member unless the charges are documented in writing and a copy is given to the bargaining unit member.
7. The aforementioned meetings to discuss a bargaining unit member's reprimand will not exclude the bargaining unit member from using the Grievance Procedure to settle any disagreements.
8. A "reprimand meeting" shall be defined as a meeting called for the official purpose of reprimanding a bargaining unit member. No reprimand can be issued unless a reprimand meeting has been convened for that incident. Documentation allegedly in support of a reprimand may be attached to the reprimand.
9. A bargaining unit member has the right to request Association representation at any meeting with supervisors.

D. INDIVIDUAL RIGHTS

1. The Board agrees with the following rights, to the extent they do not interfere with or conflict with the satisfactory performance of the employee's duties and responsibilities; the educational program; negotiated agreements; policies, rules, and regulations of the Board; and the statutory authority of the Board under law:
 - a. Bargaining unit members have the right to exercise their constitutional rights of political involvement without fear of reprisal or discipline in any form; and
 - b. Bargaining unit members have the right to participate in professional and civic organizations for their personal benefit and interest.

E. ADMISSION TO SCHOOL ACTIVITIES

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

F. STAFF SAFETY

In the event a bargaining unit member is assaulted by a student, a meeting will be held for the following purposes:

1. To discuss whether the student is to be returned to the classroom of the assaulted teacher; and
2. To develop a plan for dealing with the student.

ARTICLE 6. LEAVES

A. LEAVE OF ABSENCE

1. Definition

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

2. Application

Unless otherwise specified under each leave provision, or except in cases of emergency, applications for leave of absence shall be made in writing to the Superintendent at least thirty (30) days in advance of the requested start date

of the leave. The application shall specify the proposed starting and completion dates of the leave and the reason for the request. Application for a leave of absence due to illness or disability shall be accompanied by a statement from a physician specifying the nature and duration of the illness. The Board may require individuals requesting a leave of absence for disability to be examined by a Board-selected physician at Board expense at any time during the leave of absence. Requests for a leave of absence due to illness or disability shall be granted by the Board for up to two (2) full school years. All other requests not specified in this Agreement will be considered on their merits. Failure of an employee to resume his/her duties at the expiration of a leave of absence shall be deemed a resignation and all rights and privileges of employment shall be thereby extinguished.

3. Rights while on leave

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

4. Reinstatement

Upon return from an approved leave of absence, the employee shall be entitled to reinstatement to the contractual status held prior to the commencement of leave. Assignment shall be made by the Superintendent who shall endeavor to reassign the individual to the same position held prior to the leave, or to an equivalent position for which the employee holds valid certification/licensure.

B. ASSAULT LEAVE

The Board will provide up to a maximum of thirty (30) working days Assault Leave, wherein an employee who is absent due to disability resulting from an assault by a person(s) which occurs in the course of an employee's Board employment will maintain the employee on full pay status during the period of such absence under the following provisions:

1. The employee who has been assaulted must furnish a written, signed statement on forms provided by the Board of Education to justify use of Assault Leave.
2. Medical attention is required, and a certificate stating the nature of the disability and its duration from a licensed physician, shall be required before Assault Leave can be approved for payment.

Assault Leave granted under these regulations should not be charged under Sick Leave earned or earnable under Section 3319.141 of the Ohio Revised Code, or leave granted under regulations adopted by the Board of Education pursuant to Section 3319.08 of the Ohio Revised Code.

If the employee is disabled by the assault for longer than thirty (30) working days, the Superintendent may approve an extension of Assault Leave and may

require a second medical opinion to substantiate such leave extension, unless the Board at its discretion wishes to extend such leave.

If, during the thirty (30) day time period covered by this provision, an employee's absence resulting from the assault is covered by Workers' Compensation, the Board of Education shall provide the additional compensation that will provide said bargaining unit member with the same income he/she received at the time of his/her assault. The employee shall be encouraged to pursue litigation against the person(s) perpetrating the assault.

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

C. ASSOCIATION LEAVE

The Association shall be granted a total of fifteen (15) days per year, with pay, for attendance at conventions, conferences, and/or other contract-related activities. Such leave shall be granted upon written application made not less than three (3) days in advance to the Superintendent except in situations where such notice is not possible. The Association may take five (5) additional days per year for the above stated purposes at no cost to the District. The Association shall reimburse the District for wages and any associated taxes and deductions resulting from obtaining a substitute. The same notice procedure shall apply to the additional days.

D. COMPULSORY LEAVE

1. Release time shall be granted with pay when a bargaining unit member is required to perform jury duty. On those days that the bargaining unit member is not required to serve on jury duty, he/she shall report to his/her assignment.
2. Release time will be provided with pay when a bargaining unit member is subpoenaed as a witness in a matter, provided his/her testimony is directly related to his/her duties as a bargaining unit member in the District.
3. The bargaining unit member shall retain any compensation he/she receives for serving on jury duty and any witness fees he/she receives based on his/her appearing at a proceeding pursuant to a subpoena, as described in the preceding paragraph.

E. MILITARY LEAVE (RESERVES)

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

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

F. PARENTAL LEAVE

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

1. The Parental Leave of Absence shall be for the balance of the school year in which delivery is expected or de facto custody of a child being adopted is received (or prior to receiving such custody, if necessary to fulfill the requirements for adoption).
2. At least thirty (30) days prior to the requested date of the Parental Leave, the bargaining unit member shall file a written leave of absence request, or notice in the case of adoption, with the Superintendent. This request shall include:
 - a. A statement regarding the expected date of delivery, name of attending physician;
 - b. In the case of adoption, notification that the bargaining unit member has begun the adoption process, the name of the adoption official, and the expected date of receipt of custody;
 - c. Date on which leave is requested to begin; and
 - d. Anticipated date of return to service.
3. An extension of one (1) school year shall be granted if delivery or custody is expected after March 1, and such extension is requested by the bargaining unit member no later than March 15 preceding the year for which such extended leave is requested.
4. If the leave is requested for the beginning of a school year, the leave of absence request is required sixty (60) days prior to the bargaining unit member's first scheduled day.

5. Parental Leave may be extended by the Board for one (1) additional school year for "exceptional circumstances" upon the request of the employee to the Superintendent. The request must be made not later than April 15 preceding the year for which such extended leave is requested.
6. Subsequent to receipt of custody of the infant or termination of pregnancy, application for reinstatement may be made by the bargaining unit member at any time during the school year, and the employee may be reinstated no later than the beginning of the next succeeding school year.
7. Upon return from an approved Parental Leave, the bargaining unit member shall be entitled to reinstatement to a similar position if such position is available, with the same contractual status the bargaining unit member held prior to the leave. If, however, a similar position is not available, the bargaining unit member will be assigned to any other position for which he/she is certificated/licensed.
8. A Parental Leave shall not exempt a bargaining unit member from decisions regarding contractual renewals relating to bargaining unit member appraisal and/or staff reduction.
9. Where the group insurance policy permits, a bargaining unit member on Parental Leave may continue to participate in such benefits by advance payment, on a monthly basis, of the total premium for such benefits.
10. A bargaining unit member on Parental Leave will not be denied the opportunity to be considered for substitute duty in the schools by reason of the fact that he/she is on such leave of absence.
11. The Superintendent has the option to provide paid leave for a bargaining unit member with expected Parental Leave within the first six (6) weeks of the start of the school year.
12. In the case of adoptions, timelines may be waived at the discretion of the Superintendent.

G. PERSONAL LEAVE

Each bargaining unit member shall be entitled to three (3) days of absence, with pay, each school year (noncumulative) due to emergency personal reasons, which days shall not be deducted from other leave. If the date is known, a bargaining unit member will give his/her Principal two (2) workdays advance notice of his/her intention to take such leave. Should such notice not be given, prior approval of the Principal is required except in emergency situations. Emergencies are those situations that cannot reasonably be anticipated. When a bargaining unit member is absent for personal reasons, a report of such absence, signed by the bargaining unit member and his/her Principal, shall be filed with the Superintendent or his/her designee on the morning of the bargaining unit member's return. Such report shall contain a certification by the bargaining unit member that his/her absence was not in violation of this policy. The filing of a false statement by a bargaining unit member shall be

considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day taken.

Personal Leave shall include, but not be limited to: major disaster affecting immediate family property; closing of loans on property; court appearance; wedding of member of bargaining unit member's immediate family; graduation of a member of bargaining unit member's immediate family; immediate examination for military service; any business activity of major significance that cannot be handled before or after school or on a weekend.

Personal Leave shall not include: the seeking of or participation in gainful employment; making application for employment elsewhere; purchasing an automobile, major electrical appliance, etc.; accompanying a husband or wife on a business trip; extension of Sick Leave; attending a fraternal function; friend's illness; wedding anniversaries; for the participation or assistance in any strike or strike-related activity within or outside the District; and other examples of a seemingly emergency nature which in reality could be taken care of through other arrangements.

The Superintendent or his/her delegated representative may authorize additional absences for justifiable reasons. The reason for such requests must be stated in writing.

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

1. The first and last days of school;
2. The school day preceding or following a day (or days) when school is closed for holidays;
3. Professional conference days;
4. Open House days, if Personal Leave prevents attendance at Open House;
5. Two (2) days in succession;
6. Parent-Teacher Conference days;
7. Teacher In-Service and/or Record Day.

The form contained in Appendix B must be completed if the Personal Leave day is to be taken on one of the seven (7) situations listed (first/last days of school, etc.).

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

H. PROFESSIONAL LEAVE

The term "professional days" is not to include days when a bargaining unit member accompanies students to meetings, competitions, and the like. The Board shall pay receipted expenses (including fees, meals, lodging, and transportation) incurred by bargaining unit members who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent for the particular purpose of professional improvement to the Twinsburg City School District and/or to the individual participating.

Such authorization for attendance shall be upon approval by the Superintendent. The bargaining unit member shall receive his/her salary for those days he/she is absent from his/her assignment for such Professional Leave.

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

I. SABBATICAL LEAVE

1. Definitions

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

2. Eligibility

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

- a. A bargaining unit member may be considered for Sabbatical Leave after six (6) years of service in the Twinsburg City School District.
- b. The number of bargaining unit members on Sabbatical Leave in any one (1) school year will be limited to one (1) from each building; however, the number may vary at the discretion of the Board. No more than five percent (5%) of the teaching staff may be granted Sabbatical Leave simultaneously.

- c. The bargaining unit member must have displayed superior instructional competence and a strong curriculum orientation. Additionally, recognized leadership must have been displayed in instructional and curriculum areas.
- d. A bargaining unit member requesting such leave shall submit a written request, along with a plan for professional growth, to the Superintendent no later than the first week of January.
- e. Applicant must sign an agreement to return to service in the Twinsburg City School District for two (2) consecutive years following his/her return from leave, unless causes beyond the control of the individual prevent such a return to service. At the conclusion of the leave, the bargaining unit member must present evidence that the plan of professional growth previously submitted was followed and completed.
- f. If service of the bargaining unit member returning from leave is terminated by the bargaining unit member before the end of the two (2) years following such return, a salary refund to the Board must be made proportional to the amount of service not actually rendered. This refund will include amounts paid by the Board for retirement, insurance, and other fringe benefits. Such refunds will be deducted from the bargaining unit member's pay in accordance with a schedule established by the Board Treasurer.
- g. Sabbatical Leave for less than a full school year will be considered by the Board only if a satisfactory replacement can be obtained.
- h. A bargaining unit member returning from Sabbatical Leave will not forfeit retirement or experience credit. Upon return from Sabbatical Leave, he/she will assume his/her proper position on the current salary schedule, plus any additional hours earned, and will return to the same position or one similar to his/her prior assignment. If the same or similar position is not available, he/she will be assigned to another position for which he/she is certificated/licensed.

J. SICK LEAVE

- 1. Each bargaining unit member shall earn up to fifteen (15) days Sick Leave per school year. Sick Leave shall accumulate at the rate of one and one-quarter (1 1/4) days for each complete month of service. The accumulation of unused Sick Leave shall be unlimited. Sick Leave for each part-time bargaining unit member shall accumulate as provided in the Ohio Revised Code.
- 2. New bargaining unit members shall receive credit for Sick Leave accumulated in any Elementary or Secondary School chartered by the State Department of Education or a public agency in Ohio. The new bargaining unit member is responsible for supplying to the Board Treasurer the address of his/her former

employer to secure a certified record of the accumulated Sick Leave from the former employer.

3. Sick Leave days may be used for the following reasons:
 - a. Personal Illness;
 - b. Personal Injury;
 - c. Exposure to contagious disease that could be communicated to others;
 - d. Pregnancy;
 - e. Illness, injury, or death in bargaining unit member's immediate family. "Immediate family" shall be defined as any resident in the bargaining unit member's home, spouse, brother, sister, child, father, mother, father- or mother-in-law, foster parent, son- or daughter-in-law, brother- or sister-in-law, stepparent, stepchildren, and grandparents. Additions to this list may be approved by the Superintendent.

K. RELIGIOUS HOLIDAYS

A maximum of two (2) unpaid days may be granted during any school year for religious holidays that are not recognized in the school calendar, and which prohibit the bargaining unit member from working on those days.

L. FAMILY AND MEDICAL LEAVE ACT

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

ARTICLE 7. CONDITIONS OF EMPLOYMENT

A. FACILITIES

1. The Board shall provide space in buildings for planning and preparation for bargaining unit members.
2. The Board shall provide duplicating equipment, materials, and access to computers in each school for use by bargaining unit members in preparing

instructional material. Furthermore, bargaining unit members will have access to all reprographic equipment.

3. Each school building shall contain a room furnished for use as a lounge for bargaining unit members. All buildings shall be smoke free. The Board shall provide a telephone for bargaining unit members' use in the bargaining unit members' lounge or other area as agreed to by the school staff.
4. Bargaining unit members may have their own coffee-making devices in lounges and designated group preparation areas, provided these devices are in safe working conditions and they assume complete responsibility for all personal property.
5. The Board shall also provide the following for purposes of instruction:
 - a. Desk/Chair

A separate desk with drawer space, an in-room lockable area for valuables, and a chair for each classroom in the District.
 - b. Dry Erase Board/Chalkboard Space

Dry erase board/chalkboard space in every classroom.
 - c. Texts

Copies, exclusively for each bargaining unit member's use, of all the texts used in each of the courses he/she is to teach.
 - d. Daily Teaching Supplies

Attendance books, papers, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibilities will be provided, when financially possible.
 - e. File Cabinets

A file cabinet, which can be locked, for each bargaining unit member in the District. This area will meet the requirements of 5.a., above.
6. The Administration shall assign students in order to provide an appropriate educational experience. Such assignments shall be based on varied factors including, but not limited to, heterogeneous grouping, special needs, and class size.

B. RELEASED TIME FROM PLAYGROUND AND CAFETERIA DUTIES

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

2. Some teachers avail themselves of the prerogative of using their thirty (30) minute lunch period, as mandated by State statute, for eating off school premises. Such thirty (30) minute lunch period is not to be infringed upon. However, meals are not to be eaten in areas of school buildings other than those areas designated and authorized in accordance with Local and State health practices. Classrooms are not authorized in accordance with Local and State health practices. Classrooms are not authorized except by permission; food and beverages are not permitted in classrooms during the instructional day.
3. Teachers are expected to spend approximately thirty (30) minutes per day on individual student instruction and/or parental contact. Upon request(s) by the Building Principal, a teacher shall maintain, for two week period(s), a daily written log that indicates the students instructed and/or parents contacted and the amount of time spent on such activities.

C. PLANNING OR PREPARATION TIME

1. The Middle School planning time shall be no less than five (5) scheduled periods per week, each one (1) period of forty (40) to sixty (60) minutes per day. Teachers shall not be required to regularly teach a seventh (7th) class except in extraordinary circumstances. The teacher and/or the Association will normally be consulted ten (10) days prior to any teacher being assigned a seventh (7th) class.
 - a. If a teacher is regularly required to teach a seventh (7th) class in lieu of his or her preparation time, then such teacher(s) shall receive a premium equal to fifteen percent (15%) of his or her regular compensation. This premium shall be paid on an annual prorata basis for assignments made for less than a full school year (e.g., A teacher being assigned a seventh (7th) class midway through the school year would receive 7.5% of his or her regular compensation).
 - b. At the High School, a teacher's preparation period will be one (1) block period to be used as follows:

Teachers may be required to attend monthly department meetings during one-half (1/2) of the block period. Each teacher will be assigned a forty-five (45) minute duty during his or her preparation period. The assigned duty will not exceed 12 weeks; during the 12 weeks of duty assignment, teachers will be ensured a minimum of two hundred ten (210) minutes of preparation time per week. First year teachers are exempt from this assigned duty period. All efforts will be made by the administration to assign duties during the time period of least amount of teacher preparations.
 - c. If the Board changes the class schedule in either the Middle School and/or the High School, planning or preparation time shall be no less than two hundred seventy (270) minutes per week for all full-time teachers.

2. The Elementary, Primary and Intermediate teachers will be given a minimum of two hundred seventy (270) minutes of planning time per week. In addition, teachers in these buildings are provided and expected to spend thirty (30) minutes per day, before or after the duty-free lunch, of contact time on individual instruction and/or parental contacts. If for some reason a teacher does not have preparation time on a specific day, that teacher may use his/her thirty (30) minute contact time for preparation on that day. If a teacher does not get his/her required preparation time during a specific week, he/she may use the library period to make up the deficiency. Finally, if the teacher still does not get his/her required preparation time during a specific week, he/she may use the computer period to make up the deficiency.

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

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

D. BUILDING STAFF MEETINGS

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

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

The tentative meeting agenda normally will be distributed to bargaining unit members not later than the day before the meeting.

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

Absence from staff meetings requires prior approval of the Building Principal.

E. CLASSROOM INTERRUPTIONS

The Administration shall endeavor to minimize interruptions during classroom instruction for the purpose of carrying out activities not related to the daily

instructional program. Grievances filed under this Article shall be processed no higher than Level Three of the Grievance Procedure.

F. INSTRUCTIONAL MATERIALS AND SUPPLIES

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

G. SCHOOL YEAR/CONTRACT YEAR

1. The school year shall consist of one hundred eighty (180) instructional days for students. The teacher contract year shall be one hundred eighty-four (184) days, which shall be comprised as follows:

180 Instructional Days
2 Professional Meeting Days,
2 Teacher Work/Record Days

2. Beginning in the 2011-2012 school year and henceforth, NEOEA Day will become a non-instruction/non-paid day.
3. The Board will reimburse bargaining unit members for the admission fee(s) (up to fifty dollars (\$50.00) per program) associated NEOEA Day programs that bargaining unit members enroll in and attend, up to three thousand dollars (\$3,000.00) per year. Reimbursement shall be on a first come, first reimbursed basis.
4. The Association shall agree to and sign allowing two (2) waiver days per year for professional development in accordance with Ohio Department of Education parameters.
5. After the Superintendent develops his/her recommended school calendar, including the teachers' normal scheduled workdays, and before he/she submits his/her recommendation to the Board, the Superintendent shall send a copy of it to the Association President. The Association may submit written reactions and suggestions to that calendar recommendation, including alternative calendar schedules, and may request a meeting with the Superintendent to discuss the proposed calendar within seven (7) days of receipt of the Superintendent's suggestion.

H. RELEASED TIME FOR BARGAINING UNIT MEMBERS' MEETINGS

1. Released time for general (system-wide) meetings of the bargaining unit shall be provided, when applicable.
2. Such meetings will convene approximately one (1) hour prior to the regular

school closing dismissal time, with such meeting terminating approximately one (1) hour after commencing.

I. BARGAINING UNIT MEMBERS' DAYS AND HOURS

1. The normal scheduled bargaining unit member workday for full-time bargaining unit members shall be not more than seven (7) hours and thirty (30) minutes. The Board and the Administration reserve the right to schedule the bargaining unit members' workday and to establish the starting and ending times for the student day at each building. Additional time to be decided on a building by building basis.
2. Bargaining unit members may be required to report before or stay beyond the normal scheduled workday to carry out their professional responsibilities, including, but not limited to: attending business meetings as provided in Section D of this Article; attending conferences with students, parents, or Administration; bus duty; attending hearings; and attending Open House.
3. Middle School and High School teachers shall be assigned classes subject to the following limitations.
 - a. High School
No more than three (3) assigned blocks.
 - b. RBC Middle School
No more than six (6) assigned periods, plus one (1) twelve (12) week duty period, and/or two (2) twelve (12) week periods, for "team" preparation as has been the practice at the Middle School.
 - c. If the Board changes the class schedule in either the Middle School and/or the High School, teachers will continue to be provided planning or preparation time in an amount of no less than two hundred seventy (270) minutes per week for all full-time teachers and the planning time will be tied to at least one period per day.

J. STUDENTS WITH DISABILITIES

1. At the start of the school year, when it is determined by the IEP team (as defined by the *State Board of Education: Operating Standards for Ohio's Schools Serving Children with Disabilities*, currently pages 62-63, Section 3301-51-07: INDIVIDUALIZED EDUCATION PROGRAM (IEP) that a mainstreamed "exceptional" student will require major adjustments in instructional variables, the staff on the IEP team will make a determination as to whether such student shall count as two (2) regular students with regard to class size. If the staff on the IEP team recommends that a child should be counted as two students for determining class size, the IEP team staff shall forward its written recommendation using the form in Appendix F not later than the last teacher workday of the school year to the principal of the building

the child will attend in the following school year. If such a student is to be mainstreamed at any time after the year has begun, the receiving teacher would not receive additional students if it puts him/her over the class size as the majority of other teachers have in that subject or grade level.

2. A teacher who may be assisting with the implementation of an IEP or accommodation plan shall be provided the opportunity to propose goals and objectives to the IEP and/or 504 Team prior to or at the Team meeting. Appropriate in-service will be made available to such teachers. Disputes regarding the amount and type(s) of in-service required shall first be discussed with the teacher's Principal and, if not resolved, submitted to the Superintendent. The Superintendent's decision in such disputes shall be final and binding.
3. A regular education classroom teacher who will have one or more children with disabilities pursuant to the IDEIA in the classroom will be provided with a copy of the child(ren)'s IEP(s) prior to the student's/students' first day in class. To the extent possible, a regular education teacher who has one or more children with disabilities in the classroom will work with only one special education teacher regarding those children. For children with disabilities attending Twinsburg High School, the regular education teacher and special education teacher(s) shall meet regarding the children with disabilities in the regular education classroom; such meetings shall take place outside of the instructional day but within the workday.
4. If the Board requires a teacher to participate and/or attend a due process hearing, the Board shall provide release time. Teachers shall be paid fifty dollars (\$50.00) per day when required by the Board to report to a due process hearing on a nonscheduled workday. The term "non-scheduled workday" means a day a teacher is not scheduled to work. Due process hearings will normally be scheduled during a scheduled workday or as soon after the workday as is possible.
5. Special Education teachers responsible for the writing of IEPs will be granted one (1) release day for every six (6) IEPs (e.g., 1-6 IEPs, 1 release day; 7-12 IEPs, etc.) to be written. In the event additional time is needed to complete IEPs, the bargaining unit member may submit a request to the Building Principal for additional days to complete the IEPs. The Administration acknowledges that preparation of Initial IEPs for students new to the District or recently identified as eligible for special education and related services under the IDEIA (particularly, students with more complex or involved needs) may take longer and therefore necessitate a special education teacher requesting additional time to complete the documents.
6. Special education teachers shall be granted one release day for every two alternative assessments to be completed. At the principal's discretion, he/she may allow a teacher to use an in-service/waiver day for alternative assessments.

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

8. Except in emergencies, employees shall be given three (3) days notice of any mandatory special education department meeting. Teachers shall be granted release time if the mandatory special education department meeting is held outside the teacher's planning time.

K. CURRICULUM WORK COMPENSATION

Teachers who perform curriculum work during times when school is not in session shall be compensated at eighty percent (80%) of the per diem rate of the base teaching salary.

L. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. Purpose

The purpose of the Twinsburg City School District Local Professional Development Committee (LPDC) is to oversee, review, and rule on Individual Professional Development Plans (IPDP) for the purpose of educational license renewal.

2. Term of Office

Each member shall serve for a term of two (2) years.

3. Committee Composition and Selection

Membership shall consist of bargaining unit members and administrators. One bargaining unit member from each building shall be appointed by the Association. The administrators will number one fewer than the bargaining unit members on the LPDC. Election/ Selection of new members will take place in March. The newly elected/selected members will be required to attend all LPDC meetings held in April, May and June for on-site training. This provision goes into effect March, 1999. One (1) year's participation as an LPDC member automatically equals thirty (30) equivalent activity points.

4. Chairperson

A chairperson shall be elected by and from the LPDC members. A secretary shall be elected in the same manner.

5. Decision Making

All decisions will require a majority vote of the LPDC membership.

6. Training

- a. Members of the LPDC shall be afforded the opportunity to attend a reasonable amount of on-site related training.
- b. If the on-site available training is during work hours, the elected committee members shall be given paid release time to attend. If the on-site training occurs on days other than a regularly scheduled school day, elected members shall be paid eighty percent (80%) of the per diem rate of the base teaching salary for the time spent in training.
- c. LPDC elected members shall be reimbursed for all prior Board-approved expenses incurred as part of the training.

7. Evaluation Impact

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

8. Reciprocity

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

9. Meetings and Compensation

- a. The LPDC shall meet on the third Tuesday of the month during the school year from 12:00 p.m. to 4:00 p.m. at the Board offices. The chairperson reserves the right to cancel if no plans are submitted during a particular month.
- b. Elected committee members shall be paid eighty percent (80%) of the per diem rate of the base teaching salary for attending committee meetings on days other than a regularly scheduled school day.

10. Third Party Review

If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, a third party should review the decision. The third party review process will be developed by the LPDC. Any such process shall not result in lost instructional time by the committee members and/or any educators. Further, any such process shall not result in additional costs to the Board.

11. Compatibility

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

M. ENTRY YEAR PROGRAM

1. A Joint Planning Committee (3 Teachers and 2 Administrators) will be formed to recommend terms and conditions of the Entry Year Program.
2. The Joint planning Committee's recommendation is to be completed by May 31, 2002 and subject to Board and Association approval.
3. The Entry Year Program is limited to a \$20,000.00 annual cap.
4. If there is no Joint Committee Report approved, then the Entry Year Program will exist in its current form.

N. INTERNET USAGE

Teachers will make reasonable efforts to monitor student Internet usage in class. Upon discovery of student access to controversial material or Internet purchases, the teacher shall inform the Building Principal. The teacher shall not be subject to disciplinary action if reasonable efforts were taken and direction was given to the students relating to instructional materials.

O. TRAVELING BARGAINING UNIT MEMBERS

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

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

2. A bargaining unit member who works in more than one (1) building on the same day shall have the time stated in the travel grid, plus five (5) additional minutes, to travel from the classroom in the first building to the classroom in the second building.
3. On a case-by-case basis, the administration of either or both school buildings may provide designated parking to a traveling bargaining unit member which should be as close as possible to the appropriate building entrances.
4. On a case-by-case basis, the administration of the second building may assign a staff member to the classroom to supervise students until the traveling bargaining unit member arrives.

ARTICLE 8. CONTRACTS

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

- A.** Each new full-time bargaining unit member will initially be issued a one-year contract. Subsequent one-year contracts may be issued to each reemployed bargaining unit member during the following two-year probationary period. Following three (3) successive one-year contracts, a reemployed bargaining unit member shall be eligible for a two-year contract and shall be eligible for successive three-year contracts thereafter until such time as that bargaining unit member becomes qualified for a continuing contract, or a multi-year contract would exceed retirement. The Board may issue a one-year contract to a bargaining unit member eligible for a three-year contract, provided that the bargaining unit member shall be given written reasons and written suggestions for improvement and appropriate assistance.
- B.** Bargaining unit members expecting to meet the criteria for a continuing contract should notify the Administration in writing by September 30. Said bargaining unit member will then be evaluated prior to consideration for a continuing contract. The Administration will send written notices to bargaining unit members at the beginning of each school year to remind them of their obligations under this Section. The Board may issue a continuing contract to a bargaining unit member eligible during the term of a multi-year contract. The Superintendent shall, at the first regularly scheduled Board meeting in October, notify the Board of those bargaining unit members expecting to meet the criteria for a continuing contract during that school year.
- C. CONTINUING CONTRACT ELIGIBILITY**

 - 1. Bargaining unit members need to meet the criteria set forth in O.R.C. 3319.08(D) and 3319.11(B) in order to be eligible to be considered for a continuing contract by the Board. The Board shall annually distribute the criteria to bargaining unit members by September 1.
 - 2. Any bargaining unit member who was granted a continuing contract under requirements in effect prior to September 1, 2012, shall retain continuing contract (tenure) status.
- D.** If a bargaining unit member is on an approved leave of absence and is not available for his/her performance to be evaluated as per Article 11 (Teacher Evaluation), he/she shall not be eligible for consideration for a continuing contract during that school year. The parties acknowledge and intend that this paragraph supersedes state law.
- E.** No bargaining unit member shall be required to accept a supplemental contract as a condition of reemployment, unless the supplemental is for an activity that is integrally related to a teacher's instructional assignment. (These shall be limited to Yearbook, Vocal Music, Greenfield Village, Sixth Grade Camp, and Band. However, Jazz Band and Pep Band supplementals may be accepted by another Instrumental Music teacher.) No bargaining unit member shall perform any of the duties normally

associated with supplemental contracts without receiving the pay prescribed in the contract for performance of such duties.

Bargaining unit members shall be notified of openings in supplemental positions by announcements on school bulletin boards. When supplemental positions become open when school is not in session, announcements shall be sent with pay vouchers.

- F. Any agreement to act as an Extracurricular Advisor or Coach for which additional compensation is to be paid shall be by supplemental contract. This also includes "Extended Time" contracts.
- G. All contracts (or salary notices) will include the building, grade level or subjects to be taught, or departments in which the services are to be rendered, such as Physical Education or guidance. The Superintendent reserves the right to change a teaching assignment, and will notify persons affected by said change as soon as possible.
- H. In consideration of the services rendered by the bargaining unit member, the Board agrees to pay said bargaining unit member a base annual salary as prescribed by the salary schedule of the School District, according to degree and years experience, whether existing or hereafter adopted. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on the contract.
- I. In performing his/her professional duties, the bargaining unit member agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board of Education.
- J. **NON-RENEWAL PROCESS**

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

1. Any bargaining unit member the administration intends to recommend for non-renewal shall be provided a notice of potential non-renewal by the principal with the report of the results of the second evaluation if a non-OTES teacher or as part of the final written evaluation report if an OTES teacher, or by May 10, whichever is earlier. The notice shall include the reasons for the recommendation of non-renewal. This notice shall be placed in the personnel file.
2. The Board shall notify such bargaining unit member in writing by June 1 of its intention not to reemploy the bargaining unit member. Should the bargaining unit member not be so notified, he/she shall be reemployed under the provisions of Article 8, Section A, of this Agreement.

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

K. HEARING PROCESS

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

L. The terms of this Article shall supersede and prevail over the provisions of O.R.C. 3319.11, as amended July 1, 1989.

M. Bargaining unit members must maintain their certification and/or license according to state requirements as held upon first date of service to the District. Failure to maintain this certificate(s) and/or license(s) as a minimum shall result in an immediate suspension without pay or benefits until such time as an applicable certification and/or license(s) are obtained.

The administration will cooperate to assist a bargaining unit member who has failed to timely renew a license or certificate in his or her effort to return to the classroom at the earliest possible date. A regular bargaining unit member so situated shall be paid on Step 5 of the appropriate column until the bargaining unit member again achieves a five year license or higher.

Failure to obtain certification and/or license by the last student day of the school year following the school year suspended shall result in immediate termination of employment. Article 8(M) shall supersede and prevail over any and all entitlements contained in O.R.C. 3319.11; O.R.C. 3319.111; O.R.C. 3319.16; O.R.C. 3319.161 and/or any other section of this agreement.

ARTICLE 9. TRANSFER PROCEDURE

A. TRANSFER PROCEDURE

It is recognized that from time to time it may be in the best interests for the educational program to transfer members of the licensed/certificated staff from one assignment to another or from one building to another. It is further recognized that such transfer may be desired by either the Administration or a bargaining unit member.

B. POSTING

1. A "position vacancy" shall be defined as:
 - a. Death of a bargaining unit member;
 - b. Retirement of a bargaining unit member;
 - c. Resignation of a bargaining unit member;

- d. Extended leave of absence (for a full school year) of a bargaining unit member;
- e. Creation or restoration of a bargaining unit position (subject to recall provisions);
- f. Non-renewal of a bargaining unit member's contract;
- g. Termination of a bargaining unit member's employment;
- h. Transfer or promotion of a bargaining unit member; or
- i. Expansion of a part-time bargaining unit position to a full-time position.

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

2. When the Administration determines that a vacancy exists that will not be filled by an involuntary transfer pursuant to Section D. below, the position will be posted for five (5) working days during the school year or seven (7) calendar days during the summer. All bargaining unit members who complete a Voluntary Transfer Request, have completed a Voluntary Transfer Request less than one (1) school year prior to the creation of the vacancy, or have submitted a written or e-mailed statement of interest in the vacant position, and who are properly certificated/licensed, shall be provided an opportunity to interview for the position before outside personnel are considered.
3. The Board will post new vacant bargaining unit or administrative positions. Postings shall be done by all of the following methods:
 - a. Written posting displayed at the Board of Education Office.
 - b. On the district's website.
 - c. E-mail to each bargaining unit member's district web address.
 - d. By audio recording available by telephoning the Board of Education Office.
4. In addition to the methods listed in Part 3, if a bargaining unit member provides his or her personal e-mail address to the Human Resources Coordinator, then the posting shall be e-mailed to the personal e-mail address in such a form as to allow the bargaining unit member to respond only to the sender of the e-mail and that does not disclose the personal e-mail addresses of other bargaining unit members.

C. VOLUNTARY TRANSFER

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

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

1. Completion of a Voluntary Transfer Request Form in duplicate. (One retained by Office of the Superintendent and one retained by the requesting bargaining unit member.)
2. Requests for voluntary transfers may be filed at any time, but in no event later than five (5) days following the initial posting of notice of a position.
3. The requesting party shall receive, within five (5) days, a response acknowledging receipt of his/her request.
4. A transfer request shall be active until it is withdrawn by the initiating party or the passage of a school year, whichever occurs first.

D. INVOLUNTARY TRANSFER

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

1. When a reduction of the number of bargaining unit members in the building is necessary, bargaining unit members displaced by such a reduction will be considered for vacant positions elsewhere in the District for which they are certificated/licensed.
2. Notice of a potential involuntary transfer will be given to the affected bargaining unit member and Association President as soon as practicable. The building administrator will meet with the affected bargaining unit member and the Association representative to discuss the proposed transfer. The administrator shall give the bargaining unit member the complete rationale for the proposed transfer and give the bargaining unit member an opportunity to respond.
3. When making involuntary transfers, consideration may be given to certification/licensure; other qualifications; length of service in the building, grade subject area, and the School District; efficient staff utilization; the best interests of the children and the educational program; performance; legal requirements; and other relevant factors.

4. An involuntary transfer will not be made until after the bargaining unit member has been given the opportunity to meet with the Superintendent or his/her designee to discuss the transfer.
5. A bargaining unit member who is involuntarily transferred shall:
 - a. Be supported with resources and supplies that are grade level appropriate.
 - b. Be provided a mentor teacher (Not EYT) in the grade level of the new assignment.
6. A teacher cannot be involuntarily transferred two consecutive years. Nothing herein, however, shall prevent the Superintendent from involuntarily transferring a bargaining unit member to an alternative position related to the bargaining unit member taking a leave of absence (i.e., such a involuntary transfer shall not count toward the limitation set forth in the preceding sentence).

E. RELOCATION

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

ARTICLE 10. INSURANCE AND STRS PROVISIONS

In order to be eligible for insurance, an employee must be contracted for at least twenty-five (25) hours per week. However, any employee who was enrolled in the insurance programs on March 15, 2004, will continue to be covered by paying the percentage in effect at that time. Employees may not be paid in cash in lieu of insurance benefits. If a bargaining unit member retires effective at the end of a school year, he/she may elect to terminate his/her insurance benefits on June 30, and in exchange receive a one-time payment of five hundred dollars (\$500.00) in his/her final pay.

A. STARK COUNTY SCHOOLS COUNCIL

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

The 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.

B. PREFERRED PROVIDER – DOCTORS/HOSPITALS

1. 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. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
2. 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.
3. 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.

C. PREFERRED PROVIDER – PRESCRIPTION DRUGS

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

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.
2. The employee will pay the 20% co-payment to the provider, and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.
3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.
5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provision to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

D. Well Baby Care – \$1,000

E. Diabetic Management Program – Will be part of all PPO Programs.

F. EARLY RETIREMENT INCENTIVE

Health Insurance benefits shall be provided to employees who participate in an ERI for a period between the effective ERI date and the retirement insurance eligibility

date with STRS providing the participant pays 100% of Board costs one (1) month in advance.

G. SPECIFICATION – PPO

Maximum Benefits – Unlimited

**Deductible – \$100/Individual
\$200/Family**

Accumulation Period – Calendar Year

Co-Insurance Provision –

In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500 per individual or \$1000 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1000 per individual or \$2000 for two or more family member.

Out-Patient Psychiatric/Substance Abuse – 80% UCR up to 15 visits (30 visits if In-Network PPO) per person per year.

In-Patient Psychiatric/Substance Abuse – 31 days per person per year.

Routine Colonoscopy – Shall be covered under the terms contained in the booklet.

Preventive –

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

Dependent Coverage –

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

Pre-Admission Certification –

Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the preadmission procedure may result in the patient paying the first two hundred dollars (\$200) of room and board charges.

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

H. LIFE INSURANCE

The Board shall provide term life and accidental death and dismemberment coverage in the amount of fifty thousand dollars (\$50,000) for each bargaining unit member. Bargaining unit members may purchase additional term life insurance at the group rate, in \$5,000 increments, up to a maximum of \$50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

I. PLAN DESCRIPTION (SUMMARY ONLY)

DENTAL:

- | | |
|---|---|
| 1. Maximum benefits per covered person: | Class I, II, or III: \$2,500/person/year |
| 2. Deductible (Individual) | \$25 per year |
| 3. Deductible (Family) | \$75 per year |
| 4. Co-insurance Amounts: | |
| a. Class I – Prevention | 100% of Usual & Customary (no deductible) |
| b. Class II – Basic | 80% of Usual & Customary |
| c. Class III – Major | 80% of Usual & Customary |
| d. Class IV – Orthodontia | 60% of Usual & Customary |
| Lifetime Maximum Orthodontia: | \$1200 per individual |

VISION:

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The full cost of this program and any increases thereof shall be paid by the Board.

Specifications

1. Eye examinations:

One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is \$40 per exam.

2. Lenses:

One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

	Per Lens	Per Pair
Single Vision	\$20	\$40
Bifocals	\$30	\$60
Trifocals	\$40	\$80
Lenticular	\$100	\$200
Contact Lenses (cosmetic)	\$35	\$70
Contact Lenses (medically necessary)	\$200	\$400

Note: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

3. The allowance for medically necessary contact lenses will be paid only if:

- a. The lenses are necessary following cataract surgery;
- b. Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses;
- c. The lenses are necessary for the treatment of anisometropia or keratoconus.

4. Frames:

One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: \$30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of lenses.

Limitations and Exclusions

1. Services for which vision care coverage does not provide benefits include:

- a. Sunglasses, whether or not requiring a prescription
- b. Drugs or medications

- c. Employer-furnished services or supplies or those covered under Workers' Compensation laws, occupational disease laws or similar legislation.
 - d. Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
 - e. Orthoptics or vision training
 - f. Aniseikonic lenses
 - g. Coated lenses
2. Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.
 3. Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

J. PREMIUM CONTRIBUTIONS

1. Employee Premium Contribution

The Board will pay ninety percent (90%) of the premium cost for employees who elect coverage.

2. Dental Insurance

The Board will provide dental insurance and pay 100% of the premium for single and family coverage.

K. PAYROLL DEDUCTIONS FOR INSURANCE – SECTION 125 PLAN

1. The Board shall provide a Section 125 Plan that is designed to allow bargaining unit members who must make employee contributions for health care coverage to elect to do so on a pre-tax basis.
2. The Section 125 Plan will be designed to meet the requirements of Internal Revenue Code ("IRC") Section 125 and applicable regulations. Accordingly, each bargaining unit member will have an opportunity on an annual basis to enroll in the Plan. The election to participate must be submitted to the Board Treasurer during the month of December. Each newly hired bargaining unit member may enroll in the Section 125 Plan within his/her first thirty (30) days of his/her contractual start date during his/her first year of employment only. The newly hired bargaining unit member's Section 125 Plan year will begin the first of the month following the bargaining unit member's election to participate and will end upon notification from the bargaining unit member of his/her intent to no longer participate as may be submitted during the

following December. The Section 125 Plan may not be revoked during the current plan year unless there is a change in the bargaining unit member's circumstances that, in accordance with IRC Section 125, permits the bargaining unit member to change his/her election under the plan (e.g., divorce, death of spouse, change in employment status including employment status affecting a spouse or dependent, birth or adoption of a child, a child losing eligibility for coverage, a court order requiring coverage, or other enrollment rights consistent with federal law). Details of the Section 125 Plan will be provided on an annual basis at the time of enrollment and will also be available through the Board Treasurer's office.

ARTICLE 11. BARGAINING UNIT MEMBER EVALUATION

A. PURPOSE

The evaluation process in the Twinsburg City School District is intended to assist bargaining unit members to achieve greater effectiveness and performance of their work assignments; to assess bargaining unit members' work performance; and to assist the Administration in making personnel decisions.

B. OTES TEACHERS

The Board-adopted Standards-Based Teacher Evaluation policy is incorporated into this CBA as Appendix ____.

Consistent with Ohio Teacher Evaluation System ("OTES"), the parties affirm that value-added and other student growth measure data derived from assessments taken in one school year shall be combined with performance ratings that are assigned in the next school year to achieve an annual summative evaluation rating.

1. The Standards-Based Teacher Evaluation procedures contained in this Master Agreement apply to the following employees:
 - a. Teachers working under a license issued under Ohio Revised Code Sections 3319.22, 3319.26, 3319.222 or 3319.226 who spend at least fifty percent (50%) of their time providing content-related student instruction.
 - b. Teachers working under a permanent certificate issued under Ohio Revised Code Section 3319.222 as it existed prior to September 2003 who spend at least fifty percent (50%) of their time providing content-related student instruction.
 - c. Teachers working under a permanent certificate issued under Ohio Revised Code Section 3319.222 as it existed prior to September 2006 who spend at least fifty percent (50%) of their time providing content-related student instruction.

- d. Teachers working under a permit issued under Ohio Revised Code Section 3319.301 who spend at least fifty percent (50%) of their time providing content-related student instruction.
2. Teacher evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each teacher and assigning an effectiveness rating based in equal part upon teacher performance and student growth. Each teacher evaluation will result in an effectiveness rating of:
 - a. Accomplished;
 - b. Skilled;
 - c. Developing; or
 - d. Ineffective.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Data used to determine the student growth measures will vary depending on the category of the teachers (see attached Teacher Categories).

3. Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty-percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*. Teacher performance is evaluated based on the attached Rubric. The Evaluation forms are attached.
 - a. Every teacher shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year by one evaluator. The first observation will be completed no later than December 21.
 - b. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs during the school year by one evaluator. The first observation must be completed no later than November 1. The second observation must be completed no later than February 15. Written notice of nonrenewal will be provided by June 1st and the teacher will receive their final written evaluation report at least five (5) days prior to Board action.
 - c.. Evaluations of teaching staff must be completed by an administrator in the District who has completed the required training. For teachers who travel between buildings, a single administrator shall be identified to evaluate the teacher. Ordinarily, it will be a building administrator in

the building where the teacher spends the majority of his/her time; however, the Superintendent shall have authority to make the final decision concerning who the evaluator will be in order to equitably distribute evaluation responsibilities among credentialed evaluators.

- d. A teacher who has been granted a continuing contract by the Board of Education and who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated every other school year.
- e. A teacher who receives a rating of “Accomplished” on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher’s request in his/her discretion.
- f. Formal observations shall not occur during the first two (2) weeks of school. Informal observations/walkthroughs and pre-conference meetings shall not occur during the first week of school. Observation timelines may be changed due to illness or leave of the teacher or evaluator, such that the deadlines will be extended by the number of days the individual is absent. The May deadlines may not be extended.
- g. Evaluations will be completed by May 1st and each teacher will be provided a final written evaluation report of the results of his/her evaluation by May 10th. A teacher may request to have a TEA representative present at the final evaluation conference, provided the meeting will not be unreasonably delayed as a result of this request and the request is submitted at least two (2) school days before the scheduled conference.
- h. Each teacher shall annually complete a “Self-Assessment,” utilizing the Self-Assessment Summary Tool. The Self-Assessment Summary Tool must be completed by the teacher prior to the pre-conference for the first formal observation.
- i. Formal Observation Procedure
 - (1) Each of the first two formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The pre-observation conference will occur no more than five (5) school days prior to each observation. If a third observation is conducted, it may be unannounced.
 - (2) A post-observation conference shall be held within ten (10) school days after each formal observation.
 - (3) Teachers are responsible for completing their portion of eTPES

in a timely manner (i.e., within four (4) school days of receiving electronic notice from the program). Extensions may be approved at the discretion of the credentialed evaluator.

j. **Informal Observation/Classroom Walkthrough Procedure**

- (1) Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- (2) Classroom walkthroughs will not last less than three (3) minutes, nor typically more than ten (10) minutes.
- (3) Data gathered from the walkthrough must be placed on the form designated as Teacher Evaluation Form # __.
- (4) A completed form must be shared with the employee within one (1) school day.
- (5) Classroom walkthroughs shall occur a minimum of twice a quarter for each teacher being evaluated.

4. **Professional Growth Plans and Professional Improvement Plans**

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

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the next evaluation cycle from those available in their specific building.
- b. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle.
- c. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan.
- d. Teachers on resident educator licenses who have a mentor teacher assigned may request the mentor participate in the development of an Improvement Plan; however, the mentor teacher shall not have a formal evaluative role.
- e. The credentialed evaluator may recommend a teacher be placed on an improvement plan following the receipt of an overall rating of

“Ineffective” on the summative evaluation. The evaluator, together with the teacher, will formulate the improvement plan. The improvement plan will outline the following:

- i. Specific performance expectations, resources and the assistance to be provided.
 - ii. Reasonable timelines for its completion, but it must be completed by April 15 of the following year.
 - iii. Professional indicators documented as ineffective through the formal evaluation process.
- f. Mentors/Coaches to be Assigned to Teachers on an Improvement Plan:
- i. Teachers on an Improvement Plan may request that a Mentor/Coach be assigned to work with them to improve their performance.
 - ii. The Mentor/Coach will be trained to mentor a teacher and will not be the mentee teacher’s credentialed evaluator.
 - iii. The Mentor/Coach will be provided release time once a quarter to observe the mentee teacher. The Mentor/Coach will also be compensated at the curriculum rate for up to ten (10) hours of work outside the work day with the mentee teacher.
 - iv. The Building Principal will select the Mentor/Coach from a list of qualified teachers who have expressed a willingness to serve as a Mentor/Coach.
 - (1) The Mentor/Coach must have continuing contract status and have served as a teacher in the District for at least five consecutive years.
 - (2) The Mentor/Coach must hold a valid teaching certificate/license and normally will be assigned to a teacher with the same area of certification/license.
 - (3) The Mentor/Coach must have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
 - (4) The Mentor/Coach shall not have a role in the formal evaluation of the mentee teacher.
 - v. A teacher’s activities as a Mentor/Coach shall not be taken into consideration as part of the Mentor/Coach teacher’s evaluation.

- vi. The Mentor/Coach will not be requested or directed to make any recommendations regarding the continued employment of the mentee teacher.
 - vii. The Mentor/Coach will provide a monthly log to the Building Principal identifying the amount of time the Mentor/Coach spent with his/her mentee teacher and the topics addressed.
 - viii. At any time, either the Mentor/Coach or mentee teacher may exercise the option to have a new mentor assigned.
5. The Board agrees to consider the following factors, in addition to a teacher's final summative evaluation rating, when making an employment decision (e.g., renewal, nonrenewal, promotion, termination) involving a teacher:
- a. Whether the teacher supervised a student teacher, and whether that may have impacted the teacher's student growth/value-added rating;
 - b. Whether the teacher was on an extended (60 days or more) leave of absence (e.g., sick leave, maternity leave), and whether his/her leave may have impacted the teacher's student growth/value-added rating;
 - c. Whether one (1) or more students assigned to the teacher's class was absent forty-five (45) or more days during the school year (or twenty-three (23) days at the high school on a semester alternative block schedule), and whether such absences may have impacted the teacher's student growth/value-added rating.
 - d. If a performance rating was affected by one or more of the preceding, it will be documented in the teacher's final summative evaluating report.

C. NON-OTES TEACHERS

1. Number of Evaluations

- a. Each bargaining unit member whose contract status meets any of the following conditions shall be evaluated a minimum of twice during the school year.
 - i. A bargaining unit member on a one-year limited contract.
 - ii. A bargaining unit member in the last year of a limited contract.
 - iii. A bargaining unit member in his/her first year with the District.
 - iv. A bargaining unit member in the year prior to becoming eligible for a continuing contract and who fulfills the conditions specified under Article 8 (Contracts), Section B.

- b. Each bargaining unit member who has a continuing contract with the District shall choose either to complete a professional growth plan or be evaluated. If the bargaining unit member chooses to be evaluated, such evaluation shall take place one (1) time every two (2) school years unless deficiencies are noted.
- c. All other bargaining unit members shall choose to either complete a professional growth plan or be evaluated a minimum of one (1) time per school year.
- d. For those bargaining unit members who may choose between a professional growth plan and an evaluation:
 - i. If the Professional Growth Plan is elected by the bargaining unit member, the bargaining unit member shall submit the proposed plan not later than October 1 of the implementation year.
 - ii. If the standard evaluation procedure is elected, the bargaining unit member shall receive a written report of the evaluation at a post-observation conference held no later than April 15.
 - iii. Whichever method is elected, the evaluation shall be completed by April 15.

2. **Evaluation Procedure**

- a. Subject to Section 1, above, each bargaining unit member shall be formally evaluated at least twice during the school year. The first evaluation shall be completed prior to the first day of the second semester, and the bargaining unit member being evaluated shall receive a written report of the results of this evaluation not later than ten (10) work days after the second observation. This report shall be given to the bargaining unit member at a post-observation conference at which the bargaining unit member may discuss the basis for the evaluation. The second evaluation shall be completed prior to the first day of April, and the bargaining unit member being evaluated shall receive a written report of the results of this evaluation not later than the tenth (10th) day of April. This report shall also be given at a post-observation conference.

Where deficiencies (unsatisfactory rankings) have been identified through an observation, the evaluator shall provide the bargaining unit member with a written report specifying recommendations for improvement and the means for obtaining such assistance. Should such deficiencies be identified, a second observation shall not be conducted less than ten (10) workdays after receipt of the written report. Where an observation has identified deficiencies, the same Administrator shall conduct the second observation.

The administrator can use the EYT mentoring program to assist a bargaining unit member to improve his/her teaching skills.

- b. Each standard formal evaluation shall consist of at least two (2) observations of at least thirty (30) minutes each. The first observation of each semester may be unannounced. A bargaining unit member may waive off the evaluator only once each school year for an unannounced observation. If waived off, the evaluator shall conduct the observation on another day of his/her choosing.
 - i. An announced observation(s) shall be announced at least three (3) but no more than ten (10) workdays in advance. The evaluator and bargaining unit member being evaluated shall attend a pre-observation conference prior to an announced observation if either the evaluator or the bargaining unit member requests such a conference. If a pre-observation conference is requested, the evaluator may utilize the "Pre-observation Conference Discussion Questions" Form in Appendix C-1.
 - ii. More than two (2) observations may be used per evaluation, by mutual agreement of the evaluator and the evaluatee.
 - iii. Both the bargaining unit member and the evaluator must fill out and sign the teacher evaluation long form, indicating the time the observation began and the time the observation ended.
 - iv. Notes of the classroom observation may be kept by the evaluator. A copy of such notes shall be given to the bargaining unit member.
 - v. A bargaining unit member who may potentially be non-renewed shall be provided feedback between formal evaluations.
- c. Submission of the Professional Growth Plan (Appendix D) must be completed between April 16th of the preceding year in which the goals are to be pursued and October 1st of the implementation year.

The administrator must reply within ten (10) working days of submission of the plan. Both parties (the bargaining unit member and administrator) must agree upon the plan, or the evaluation reverts back to the standard evaluation procedure.

- i. Failure of the bargaining unit member to submit the plan by October 1 shall result in use of the standard evaluation procedure for that year.
- ii. If the administrator does not respond within ten (10) days the plan is deemed not accepted.

d. Criteria For Evaluation

A bargaining unit member shall be evaluated on criteria set forth in the current evaluation instruments (Appendices C-2, 3, 4, 5).

- e. The bargaining unit member shall receive a written copy of the evaluation. Both the bargaining unit member and the evaluator shall sign and date the evaluation form. The bargaining unit member by affixing his/her signature to the evaluation indicates only that he/she has received and read such form, and that does not necessarily indicate that he/she agrees with the evaluation comments and ratings.

The bargaining unit member shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the bargaining unit member's personnel file. A copy signed by both parties shall be given to the bargaining unit member.

3. Evaluators

Observations and evaluations shall be conducted by members of the Twinsburg certificated/licensed administrative staff employed under a contract issued pursuant to Ohio Revised Code 3319.01 or 3319.02. The evaluation shall not be conducted by a bargaining unit member.

4. Contract Prevails

The terms of this Article shall prevail over conflicting provisions of Ohio Revised Code 3319.11 and 3319.111, as amended effective July 1, 1989, that pertain to teacher evaluation.

D. JOINT COMMITTEE

There shall be a Joint Evaluation Review Committee composed of three (3) bargaining unit members appointed by the Association and three (3) administrators appointed by the Board. The Committee shall meet on an "as needed" basis upon mutual agreement to assess the evaluation procedure. Should the Committee have recommendations for revision of the procedure or instruments, they shall submit the recommendations to the parties' bargaining teams. The Evaluation Committee may suggest to the Board methods for calculating student growth, but the Board shall have the final responsibility for adopting a formula for calculating annual student growth measures.

ARTICLE 12. REDUCTION IN STAFF

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

- A. For purposes of this Article, seniority will be computed from a bargaining unit member's most recent date of hire (i.e., date of Board action employing the member) or first day of most recent continuous actual service as a certificated/licensed or administrative employee of the Board, whichever is earlier. Seniority will continue to accrue during all paid leaves of absence and for a period of two (2) years from the effective date of layoff. Seniority will not be broken by unpaid leaves of absence or employment by the Board in a position outside the negotiating unit. However, time on unpaid leave will not be counted in computing seniority. Bargaining unit members with continuing contracts will have priority over bargaining unit members with limited contracts. If there is a tie on the Seniority List, seniority shall be determined by the flip of a coin.
- B. By October 15 of each school year, the Superintendent will provide the Association with a list showing the seniority of each bargaining unit member employed by the Board.

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

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

- C. The number of persons affected by a Reduction In Staff will be kept to a minimum by not employing replacements for employees who retire or resign, whenever possible, or whose limited contracts are not renewed.
- D. Reductions not achieved through attrition will be made by suspending limited contracts and then continuing contracts of employment. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that the bargaining unit member is required to work a percentage of the time the bargaining unit member otherwise is required to work under the contract and the bargaining unit member shall receive a commensurate percentage of the full compensation the bargaining unit member otherwise would receive under the contract.
 - 1. Before implementing a Reduction In Staff (RIS) by the suspension of contracts, the Board shall give written notice to the Association President of its intent to effect a RIS through the suspension of limited and/or continuing contracts at least ten (10) workdays before Board action. Prior to Board action, the Association shall be given the opportunity to address the Board in Executive Session for the purpose of presenting, both orally and in writing, its views on the proposed RIS.

2. Pursuant to H.B. 153, when conducting a RIS, the Board will suspend contracts in accordance with the Superintendent's recommendation who shall, within each teaching field affected, give preference first to teachers on continuing contracts. The Board will not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Bargaining unit members selected for suspension shall be placed on a RIS List. Limited contract bargaining unit members whose contracts are not renewed shall not be placed on the RIS List.
 - a. The order of RIS among both groups of limited and continuing contract personnel shall be determined by their performance as indicated on their evaluations. If the evaluations of more than one teacher are comparable, the least senior of that group shall be reduced first.

For the 2013-2014 school year, all teachers shall be considered "comparable" to one another for the purposes of Reduction in Force.

For the 2014-2015 school years, the following defines "comparable" for reduction and recall purposes for OTES teachers: OTES teachers who receive a final summative rating of "Ineffective" and at least one "Unsatisfactory" evaluation (as defined by an evaluation that has six or more items out of the 23 items marked "unsatisfactory," "basic," "1" or "2") on one (1) of the three (3) most recent non-OTES Teacher Evaluations shall be considered comparable ("Category 1"); OTES teachers who receive a final summative rating of "Ineffective" and no "Unsatisfactory" evaluations on their three most recent non-OTES Teacher Evaluations shall be considered comparable ("Category 2"); OTES teachers who receive a final summative rating of "Accomplished," "Skilled" or "Developing" and at least one "Unsatisfactory" evaluation out of their three (3) most recent non-OTES Teacher Evaluations shall be considered comparable ("Category 3"); and OTES teachers who receive a final summative rating of "Accomplished," "Skilled" or "Developing" and have no "Unsatisfactory" evaluations on their three (3) most recent non-OTES Teacher Evaluations shall be considered comparable ("Category 4").

- b. The RIS shall occur as follows:
 - i. OTES teachers with comparable evaluations in accordance with their seniority in the District. The contract of the least senior limited contract employee in the affected teaching field shall be suspended first. Limited contract teachers shall be suspended before continuing contract teachers.

For the 2014-2015 school year, Category 1 limited contract teachers in the affected teaching field shall be suspended first, followed by Category 2 limited contract teachers, then Category 3 limited contract teachers, and then Category 4 limited contract teachers. If additional suspensions are

necessary, Category 1 continuing contract teachers in the affected teaching field will be suspended, followed by Category 2 continuing contract teachers, then Category 3 continuing contract teachers, and finally Category 4 continuing contract teachers. The contract of the least senior limited contract teacher in the affected teaching field shall be suspended first.

- ii. Bargaining unit members not subject to the Board's standards-based evaluation policy (non-OTES teachers) will have their contracts suspended pursuant to a RIS based upon their seniority, with limited contract employees being suspended before continuing contract employee. The contract of the least senior limited contract employee in the affected teaching field shall be suspended first.
 - c. Bumping shall be permitted consistent with reduction in force and the definition of comparable. A bargaining unit member slated for layoff shall be permitted to bump into positions in which the teacher is licensed and is in an equal or higher Category than the person to be displaced.
 - d. An OTES teacher may bump a non-OTES teacher based strictly on certification/licensure and seniority. A non-OTES teacher may bump an OTES teacher strictly based strictly on certification/licensure and seniority.
 - e. Bargaining unit members selected for suspension shall be placed on a RIS List. Limited contract bargaining unit members whose contracts are not renewed shall not be placed on the RIS List.
3. No bargaining unit member contracts will be suspended during the current school year. Bargaining unit member contracts may be suspended for the following school year and bargaining unit members shall be notified of any such suspension not later than June 30. This deadline shall apply only during 2014-2015 school year, thereafter this deadline shall sunset at the expiration of this Master Agreement, and the deadline shall revert to the "last regularly scheduled workday for bargaining unit members in the current academic year."

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

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

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

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

1. Waives his/her recall right in writing;
2. Resigns;
3. Fails to accept recall to the position he/she is certified for.

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

- F.** All benefits to which a bargaining unit member was entitled at the time of his/her layoff, unused accumulated Sick Leave, and credits toward Sabbatical Leave eligibility, will be restored to him/her upon return to active employment; and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A bargaining unit member will not receive increment credits for time spent on layoff, nor will such time count toward the fulfillment of time requirements for acquiring tenure.
- G.** "Full-time" means bargaining unit members who worked twenty-five (25) or more hours per week during the school year. Within areas of certification/licensure – Bargaining unit members shall be reduced as follows: First, part-time limited contract bargaining unit members [i.e., less than the above twenty-five (25) hours]; second, full-time limited contract bargaining unit members; third, part-time continuing contract bargaining unit members; and, fourth, full-time continuing contract bargaining unit members.
- H.** No vacancy in a bargaining unit position will be filled by the Board until the procedures set forth in this Article have been complied with.
- I.** The parties agree that should the law change to restore the primacy of seniority in the reduction in staff process (i.e., Ohio Revised Code Section 3319.17 is amended during

the term of this Agreement to include the language that existed prior to H.B. 153) the provisions of this Article shall automatically revert to the RIS language contained in the Master Agreement with an effective date of September 1, 2010, plus the clarifying Memorandum of Understanding entered into by the parties in January 2012. This provision shall sunset/expire at the conclusion of this Agreement (i.e., on August 31, 2014, or August 31, 2015, if the Treasurer is able to certify sufficient funds for the one-year extension on this Agreement) and will not automatically be included in a successor agreement (i.e., either party may include this provision in its initial proposal as “new” language, but the provision will be subject to negotiation and mutual agreement by the parties in order to be included in the successor agreement).

ARTICLE 13. COMPENSATION

A. BARGAINING UNIT MEMBERS' SALARY

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

(Appendix E-1)	Salary Index	
(Appendix E-2)	2012-2013 school year	1.95%
(Appendix E-3)	2013-2014 school year	0%
(Appendix E-4)	2014-2015 school year	0%

2. In order to qualify for placement on the BA+16, BA+24, MA, MA+8, MA+16, and/or MA+30 column, the bargaining unit member shall earn hours beyond the appropriate degree from an accredited teacher training college. Bargaining unit members must submit to the Superintendent college transcripts by October 1st for advancement on the salary schedule, which shall be effective back to the start of the school year.

3. One-half (1/2) year experience credit increments are to continue for those bargaining unit members presently receiving them. Awarding of one-half (1/2) year experience credit increments to any other present bargaining unit members or to any future bargaining unit members is discontinued.
4. A bargaining unit member must have one hundred twenty (120) days in pay status per school year in order to be eligible for one (1) year increment credit.
5. To be eligible for the longevity steps at the 16th, 20th, and 24th years, actual teaching service and employment of ten (10) years within the Twinsburg City School District must be met.

B. PAY

1. Bargaining unit members shall be paid in twenty-four (24) equal installments to be received no later than the 10th and the 24th of each month. If a bargaining unit member retires effective at the end of a school year, he/she will receive his/her final pay in the second pay of June.
2. Direct electronic deposit of pay is mandatory for all bargaining unit members.
3. Payroll information – including, deductions, net pay amount, accumulated sick leave, and accumulated personal leave – will be available on the payday in electronic format.
4. A bargaining unit member who is changing or closing out a bank account must notify the Board Treasurer at least three (3) weeks prior to the payday at which the bargaining unit member wants the change to take effect. New bargaining unit members will receive their first pay in the form of a manual check, and all subsequent pays pursuant to direct deposit.
5. It is the bargaining unit member's responsibility to make sure the Board Treasurer's office receives an accurate checking or saving account number so that the terms of this Article can be implemented.
6. The bargaining unit member can direct deposit with one (1) institution of his/her choice at a time.

C. SPOT SUBSTITUTION

Substitutes holding a certificate/license shall be used, when applicable, in the absence of a regular teacher. The Building Principal shall first seek a volunteer teacher from available staff. If no volunteer teacher is available, then teacher(s) shall be required to substitute if the need arises during preparation periods. Additional compensation shall be paid to teachers who substitute during preparation periods for other faculty members. Such compensation to be at the rate of .0008 base rate salary per hour, computed to the nearest one-fourth (1/4) hour rounded up or down. Notification of such personnel to fill such substitute role to be selected and notified as early as possible, preferably the day before. This Section C applies to teachers of special education, Title I instructors and all other bargaining unit members.

D. RETIREMENT AND SEVERANCE PAY

Upon retirement, as hereinafter defined, bargaining unit members shall be entitled to their accumulated and unused Sick Leave at the time of retirement, up to a maximum of one-fourth (1/4) of two hundred (200) days. Additionally, bargaining unit members shall be entitled to twenty percent (20%) of the total number of days of accumulated Sick Leave above and beyond the two hundred (200) days.

E. MILEAGE RATE

1. Mileage is to be paid at the IRS-approved rate.
2. Distance between buildings to be determined and promulgated.
3. Dates and destination to be recorded on approved forms.

F. SUPPLEMENTAL CONTRACTS/EXTENDED TIME

1. In the event the Board determines that either an extended contract and/or a supplemental contract is to be offered, then any such bargaining unit member(s) shall be paid in accordance with the schedule in this Agreement. Granting of either an extended contract and/or a supplemental contract for a given year does not obligate the Board to issue a subsequent contract(s) in the following year(s).
2. The following position shall be filled each year, via extended contracts, so long as the Board of Education continues to receive appropriate State funding:

	<u>Minimum</u>	<u>Maximum</u>
Career Based Intervention Coordinator	10 Days	20 Days

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

	<u>Minimum</u>	<u>Maximum</u>
a. Librarian	10 Days (5 +5)	20 Days (10 + 10)

	<u>Minimum</u>	<u>Maximum</u>
b. Guidance Counselors		
(1) High School	10 Days (5 +5)	20 Days (10 + 10)
(2) Middle School	10 Days (5 +5)	20 Days (10 + 10)
(3) Intermediate	10 Days (5 +5)	20 Days (10 + 10)
(4) Elementary	10 Days (5 +5)	20 Days (10 + 10)

4. Supplemental salaries to be paid:

- a. At the end of each semester for those activities encompassing the entire school year.
 - b. At the middle and end of each activity for those activities encompassing less than the entire school year.
 - c. At the end of each activity for those activities encompassing several performances and of short seasonal duration of time.
5. Supplemental contracts and extended time shall be computed on the base salary in effect on September 1 of each school year.
 6. In the event the Administration determines that insufficient student participation exists, then the Administration may cancel any previously awarded supplemental contract at any time prior to the first scheduled day of the activity and the bargaining unit member shall be paid twenty-five percent (25%) of the supplemental salary.

G. SUPPLEMENTAL POSITIONS/SALARIES

CO-CURRICULAR

Academic Competitions

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

Auditorium Manager

Auditorium Manager	8.00%
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Band

HS Marching/Concert Band Director	15.00%
HS Assistant Marching Band Director	5.00%
HS Majorette/Drill Team Advisor	7.00%
HS Jazz Band Director	4.00%
HS Pep Band Director	3.00%
MS Jazz Band	2.50%
8th Grade Band Director	2.75%
7th Grade Band Director	2.75%
6th Grade Band Director	2.75%
5th Grade Band Director	2.75%

Clubs

HS Foreign Language Club	1.75%
HS Key Club	1.75%
HS Pep Club	3.00%
HS SADD	1.75%
HS Ski Club Advisor	1.75%
HS Step Team	1.75%
HS Thespian Club	1.75%
MS Arts and Crafts Club	1.75%
MS Ski Club Advisor	1.75%
MS Ski Club Assistant Advisor*	0.77%
Dodge Mini-PANDA	1.75%
Dodge Ski Club Advisor	1.75%
Dodge Ski Club Assistant Advisor*	0.77%

Drama

HS Director	9.50%
HS Drama Set Construction	5.50%
HS Choreographer	1.75%
MS Drama	5.00%

Graduation Advisor

Graduation Advisor	3.00%
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High School Class Advisors

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

High School Department Heads

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

High School Guidance

Counselor (up to 4)	7.50%
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Interactive Video Production

Interactive Video Production	4.00%
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National Honor Society

National Honor Society 3.25%

Newspaper

HS Newspaper 5.00%

Orchestra

HS Orchestra 7.00%
8th Grade 2.75%
7th Grade 2.75%
6th Grade 2.75%
5th Grade 2.75%
4th Grade 2.75%

Student Council

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

Team Leaders

8th Grade 8.00%
7th Grade 6.00%
6th Grade 8.00%
5th Grade 6.00%
4th Grade 6.00%
3rd Grade 3.00%
2nd Grade 3.00%
1st Grade 3.00%
Pre K/Kindergarten 3.00%

Trip Chaperones

MS DC Trip 0.004%/night
Dodge Camp Program 0.004%/night
Dodge Dearborn Program 0.004%/night
Dodge Dearborn Program 0.004%/night

Vocal Music

HS Swing Choir	7.00%
HS Assistant Swing Choir**	0.77%
HS Choreographer	1.75%
HS Vocal Director	7.00%
MS Vocal Director	7.50%
6th Grade Chorus	2.50%
5th Grade Chorus	2.50%
4th Grade Chorus	2.50%
Bissell (Concert outside work day)	\$75/concert
Wilcox (Concert outside work day)	\$75/concert

Yearbook

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

Athletic Director

HS Assistant	15.00%
MS Assistant	15.00%

Baseball

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

Basketball

Boys

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

Girls

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

Cheerleading

Football

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

Basketball

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

Cross County

Varsity Head Coach	8.00%
Assistant Varsity Head Coach**	0.77%
MS Coach**	0.69%
MS Assistant**	0.67%

Football

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

Golf

Boys

Varsity Head Coach	6.50%
Assistant Coach**	0.77%

Girls

Varsity Head Coach	6.50%
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Gymnastics

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

Hockey

Varsity Head Coach 14.00%

Soccer

Boys

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

Girls

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

Softball

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

Swimming

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

Tennis

Boys

Varsity Head Coach 6.50%
JV Coach** 0.77%

Girls

Varsity Head Coach 6.50%
JV Coach** 0.77%

Track

Boys

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

Girls

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

Assistant Coach**	0.77
MS Coordinator**	0.69%
MS Assistant Coach**	0.67%

Volleyball

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

Weightlifting

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

Wrestling

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

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

Supplementals listed as percentage are paid that percentage times base.

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

**Number factor times Head Coach's salary

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

Game Workers (home games only)

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

H. SUPPLEMENTAL LONGEVITY

All supplemental positions shall be subject to the following additional longevity increments retroactive to 1989:

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

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

I. SEPARATE SUPPLEMENTAL PAY

Each bargaining unit member who holds a supplemental contract shall receive his/her supplemental pay separate from his/her regular pay. The Board Treasurer shall be notified, by the person to whom the holder of the supplemental contract reports, that a portion of the payment shall be made in separate checks, each of which shall be paid according to the following approximate schedule:

PAYMENT

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

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

J. TUITION REIMBURSEMENT

The Board shall reimburse, in part, monies spent by bargaining unit members for college tuition. The rate of reimbursement shall be fifty percent (50%) of the tuition costs to a maximum of nine hundred fifty dollars (\$950.00) per bargaining unit member, per year [fifty percent (50%) of \$1,900.00].

K. ATTENDANCE RECOGNITION

1. A bargaining unit member who does not use sick leave or personal leave during the regular school year shall be allowed to cash in two days for pay at his/her per diem rate.
2. The following leaves shall not be considered sick or personal leave for the purpose of this provision:
 - a. Professional Leave
 - b. Association Leave
 - c. Jury Duty
 - d. Funeral of spouse, parent, sibling, child, or grandparent.

L. BACKGROUND CHECKS

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

M. RETIREE HIRES

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

1. A hired retiree shall be placed on the salary schedule in the appropriate column with applicable experience credit to a maximum of five (5) years.
2. A hired retiree shall not be eligible for the Early Retirement Incentive specified in Article 15 herein or severance pay for accumulated sick leave.
3. Seniority for a retiree is broken at the time of retirement. Seniority for hired retirees will return to zero (0) years and remain at zero (0) years for the reemployed bargaining unit member's entire "post-retirement" tenure. In the event of a Reduction In Staff, the reemployed bargaining unit member will not have any of the bumping rights set forth in this Agreement.
4. A hired retiree shall be eligible for no more than a one year contract, and shall be considered automatically nonrenewed at the expiration of the contract without requirement for further Board action. Additionally, hired retirees need not be evaluated in accordance with this Agreement and shall not be eligible for placement on a Recall List pursuant to a Reduction In Staff.
5. The parties expressly agree and fully intend that Article 13, Section M supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, and federal laws and regulations; including, but not limited to, all conflicting provisions of O.R.C. 3317.13, 3317.14, 3319.11 and 3319.111.

ARTICLE 14. HIGHLY QUALIFIED TEACHERS

A. HIGHLY QUALIFIED STATUS

1. Attainment
 - a. All teachers are encouraged to achieve Highly Qualified Status. The principal and teacher will mutually develop a plan and a timeline for the teacher to achieve Highly Qualified Status.
 - b. A teacher who is involuntarily reassigned will not be required to

achieve Highly Qualified Status more than once every thirty (30) months.

2. Training

- a. The Administration will provide opportunities to assist teachers in achieving Highly Qualified Status. These opportunities shall include release time with the approval of the principal.
- b. At the option of the teacher, the teacher may elect to use NEOEA Day class offerings to fulfill requirements in achieving Highly Qualified Status.
- c. Teachers may continue to use Professional Leave and growth plans to achieve Highly Qualified Status.
- d. The Administration may provide in-service professional development utilizing District staff volunteers. Bargaining unit members who volunteer to present professional development sessions shall be paid at the contractual rate of pay specified for curriculum development.

3. Funding

- a. Teachers who are working toward achievement of Highly Qualified Status may utilize tuition reimbursement monies to fund coursework. In the event the employee is utilizing tuition reimbursement funds to their maximum for other coursework, the employee shall be allotted an additional three hundred dollars (\$300) in tuition reimbursement to cover the coursework necessary to achieve Highly Qualified Status.
- b. A teacher who is reassigned, and whose mutually developed plan in A(1) above includes seminars/classes not compensated under tuition reimbursement, shall be reimbursed for fifty per cent (50%) of the out-of-pocket registration fees.

ARTICLE 15. EARLY RETIREMENT INCENTIVE

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

1. The bargaining unit member must be eligible to retire on or before June 30 of the retirement year by meeting one of the following criteria:

<u>Age</u>	<u>Service</u>
50 Years	30 Years
55 Years	25 Years
60 Years	5 Years

2. In exchange for the bargaining unit member's irrevocable letter of retirement (with an effective date not later than September 1 of the retirement year), the Board promises to pay the bargaining unit member a percentage of his/her severance pay entitlement as of June 30 of the retirement year as follows:

Notice on or before January 31	42%
Notice on or before February 28.....	40%
Notice on or before March 31	38%

3. Any bargaining unit member accepting this incentive and giving notice after January 31 must complete the entire school year. Any bargaining unit member giving notice by January 31 may elect to retire effective the last student day in May.

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

ARTICLE 16. FAIR SHARE FEE

The following shall apply to any bargaining unit members hired after the 1994-1995 school year:

A. PAYROLL DEDUCTION OF FAIR SHARE FEE

The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such nonmembers during the term of this Agreement. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

B. NOTIFICATION OF FAIR SHARE FEE AMOUNT

Notice of the amount of the annual Fair Share Fee shall be transmitted by the Association to the Board Treasurer on or about October 15 of each year during the

term of this Agreement for the purpose of determining amounts to be payroll deducted; and the Board agrees to promptly transmit all amounts deducted to the Association.

C. SCHEDULE OF FAIR SHARE FEE DEDUCTION

1. All Fair Share Fee Payors

Payroll deduction of such annual Fair Share Fees shall commence on the first pay date that occurs on or after January 15, annually. In the case of bargaining unit members newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- a. Sixty (60) days employment in a bargaining unit position; or
- b. January 15.

2. Termination of Membership During Membership Year

The Board Treasurer shall, upon written notification from the Association that a member has terminated membership, commence deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.

D. TRANSMITTAL OF DEDUCTIONS

The Board agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.

E. PROCEDURE FOR REBATE

The Association represents to the Board that an Internal Rebate Procedure has been established in accordance with O.R.C. Section 4117.09(C), and that a procedure for challenging the amount of the representation fee has been established and will be given to each bargaining unit member who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

F. ENTITLEMENT TO REBATE

Upon timely demand, nonmembers may apply to the Association for an advance reduction/ rebate of the Fair Share Fee pursuant to the Internal Procedure adopted by the Association.

G. INDEMNIFICATION OF EMPLOYER

The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the Board by a nonmember for which indemnification may be claimed;
2. The Board agrees to:
 - a. give full cooperation and assistance to the Association and its counsel at all levels of the proceeding;
 - b. permit the Association or its affiliates to intervene as a party if it so desires; and/ or
 - c. not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
3. The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement.

ARTICLE 17. LABOR / MANAGEMENT COMMITTEE

There shall be a Labor/Management Relations Committee that shall meet regularly, no fewer than six (6) times during the school year. The purpose of the Labor/Management Relations Committee shall be to promote a positive working relationship between the parties and to address matters of mutual concern. The Labor/Management Relations Committee shall be comprised of no more than four (4) members of management (appointed by the Superintendent) and no more than four (4) members of the Association (appointed by the Association President). Agenda items shall be submitted to the other party in advance. The discussions of this Labor/Management Relations Committee shall not result in modifications or additions to this Agreement.

All Committee members shall complete Federal Mediation and Conciliation Service (FMCS) training prior to scheduling the first Committee meeting. Subject to the availability of the appropriate FMCS instructor, the training shall be conducted during normal school hours and, during the term of this Agreement, a total of four (4) Association members shall receive their normal compensation for attending FMCS training. Thereafter, all Committee meetings shall be scheduled after normal school hours and Association members shall not be entitled to compensation for time spent in preparation or attendance at such meetings.

ARTICLE 18. JOB SHARING PROGRAM

- A.** Participation in the Job Sharing Program (“Program”) is voluntary. Each current bargaining unit member who desires to participate in the Program shall find his/her partner from among current bargaining unit members.
- B.** To be eligible for the Program, participants must have completed three (3) years of full-time teaching in the Twinsburg City School District.
- C.** Participants in the Program may teach Kindergarten through twelfth (12th) grade.
- D.** Only two (2) bargaining unit members may participate per each full-time equivalent position. Members of a job sharing team shall not be assigned duties or responsibilities in excess of one (1) regular full-time bargaining unit position, with the exception of duties specified in Paragraph H herein.
- E.** In each school year, there will be at most six (6) full-time equivalent positions in the Program, which would involve at most twelve (12) bargaining unit members. In each year, the Superintendent shall decide whether or not to approve each proposed job sharing team.
- F.** A proposed job sharing team must submit annually an application and comprehensive job sharing plan no later than March 1 for the next school year.
- G.** The comprehensive plan shall include proposals on the teaching schedule and all building responsibilities, including in-service meetings, parent-teacher conferences, attendance at open house, etc. The job sharing team shall submit the application and comprehensive plan to the Building Principal for his/her approval, which shall be subject to the final approval of the Superintendent.
- H.** Both members of a job sharing team shall attend Opening Day, In-Service Day (2), system-scheduled parent conferences, and Closing Day. Staff meetings will be attended by one (1) member of each job sharing team, depending on whether the meetings are held in the morning or afternoon. The team member who attends a staff meeting shall inform the other team member of the meeting content.
- I.** Compensation shall be appropriately pro-rated based upon what each teacher would receive under a full-time contract. Fringe benefit distribution sharing shall be decided by the job sharing teachers, but shall be subject to approval by applicable third parties, such as the Stark County Council of Governments. The costs to the Board for a job sharing team shall not exceed the costs for one (1) full-time bargaining unit member. Each job sharing bargaining unit member shall earn up to seven and one-half (7 1/2) days sick leave per school year. Sick leave shall accumulate at the rate of three-quarter (3/4) days for each complete month of service {See Article 6(J)(1)}. Personal leave shall accrue at the rate of one and one-half (1 1/2) days per year for each teacher.
- J.** When a job sharing team is dissolved, the teachers shall be reinstated to full-time positions for the following school year, subject to Article 12. The job sharing team member with the greater seniority shall have the option of retaining the assignment of

the job sharing team or being assigned to a position that is comparable to the previously held position. The job sharing team member with the lesser seniority shall be assigned to a position that is comparable to the previously held position. Should no vacancies exist, procedures under Article 12 shall be enforced.

- K. Service credit for STRS shall be calculated according to STRS guidelines. Movement on the salary schedule shall be no movement for year one (1), and one (1) step after year two (2).
- L. In the event of any disagreement concerning the selection or dissolution of job sharing teams and/or the application or use of this Article between the job sharing partners, the Superintendent shall settle the dispute, and the Superintendent's decisions shall be final.
- M. Members of a job sharing team may substitute for each other on a casual basis for substitute pay.
- N. Each job sharing team member shall be observed at least one time per year. If a deficiency is observed, then a second observation shall occur.

ARTICLE 19. GENERAL PROVISIONS

A. COMPLETE AGREEMENT

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

B. CONTRARY TO LAW

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

C. MANAGEMENT RIGHTS

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

D. NO STRIKE/NO LOCKOUT

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

E. EQUAL RIGHTS CLAUSE

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

F. PRINTING OF AGREEMENT

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

G. DURATION

The Agreement shall be in effect from September 1, 2012, through August 31, 2015. Salaries and supplemental salaries shall be put into effect on the first workday of the school year, and supplemental rates shall apply to Fall activities that start in August.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 16th day of May, 2012, by the representatives whose signatures appear below.

For the Twinsburg Education Association:

Nora Suder-Riley
Nora Suder-Riley, Association President

Russell J. Schuch

Deborah C. Rockwell

Cheryl A. Wilson

Kimberly Dink

Jim Hoyer

Beth Chandler-Marks
Beth Chandler-Marks, OEA Consultant

For the Board:

Kathryn M Powers
Kathryn Powers, Superintendent

DD T. Aron

Ronald E Stone

Kate Ann Conwell

Paul Cosby, Sr.

[Signature]

Scott Peters

GRIEVANCE PROCEDURE FORM

Aggrieved Person, Persons, and/or Association _____

Address _____ Phone _____

School _____ Principal _____

Date Grievance Occurred _____ Date of Formal Filing _____

Person or Persons to Whom Grievance is Directed _____

_____ Initiated on Level _____

Statement of Grievance:

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

Action Requested:

Grievant

GRIEVANCE DECISIONS

LEVEL 2 (FORMAL)
DECISION _____

Signature _____ Date: _____
Administrative Representative

Signature _____ Date: _____
Administrative and/or Association Rep*

LEVEL3 (FORMAL)
DECISION _____

Signature _____ Date: _____
Administrative Representative

Signature _____ Date: _____
Administrative and/or Association Rep*

LEVEL4 (FORMAL)
DECISION _____

Signature _____ Date: _____
Administrative Representative

Signature _____ Date: _____
Administrative and/or Association Rep*

(Where decision required additional space, attach pages as necessary).

*Signature of the aggrieved and/or Association Rep indicates only receipt and not necessarily agreement with the decision.

PERSONAL LEAVE FORM

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

The Personal Leave will be (was) taken on _____

Principal

Name of Person Applying

Building

Date Posted: _____

OPTIONAL*
Pre-Observation Conference Discussion Questions

Teacher: _____ Subject: _____

Observer: _____ Date: _____

CLASSROOM LEARNING ENVIRONMENT:

- A. Tell me about what the students have been learning over the last few lessons.
- B. What kind of lesson can I expect to see in your classroom?
- C. Describe the physical setting in your room.
- D. What resources will you be utilizing to enhance your lesson? Help the students?
- E. What types of modifications/accommodations can I expect to see to assist the students with special needs in your room?

PLANNING AND PREPARATION:

- A. What is your objective for this lesson?
- B. What will the students be expected to learn as a result of the instructional engagement during the lesson?
- C. How does this lesson fit into the district's course of study and academic content standards?

* Note: No form is required at the pre-observation conference.

INSTRUCTION:

- A. What is your role in the lesson?

- B. What are your expectations for the students as far as involvement with you?

- C. How do you plan to assess whether or not your objective was met?

- D. How do you plan to use the data from the assessment to direct your instruction?

PROFESSIONAL RESPONSIBILITIES:

- A. Please list all professional development opportunities you have participated in either this past summer and/or current school year.

BE PREPARED TO DISCUSS THE FOLLOWING:

Methods of parent communication
Uses of technology in the classroom
Professional goals for the year
Other professional contributions to the district

* Note: No form is required at the pre-observation conference.

APPENDIX C-2

1 of 2 Observation Log:

Observation _____
 Evaluation _____

Twinsburg City School District
Teacher Observation Report

Time in: _____
 Time out: _____
 Adm. Initial: _____
 Teacher Initial: _____

Name of Staff Member: _____ Building: _____

Class Size: _____ Subject: _____ Grade: _____ Date: _____

Key: D: Distinguished P: Proficient B: Basic U: Unsatisfactory

Domain 1: Planning and Preparation		D	P	B	U
1. a.	Demonstrating knowledge of content and pedagogy (Knowledge of content, knowledge of prerequisite relationships, knowledge of content-related pedagogy)				
1. b.	Demonstrating knowledge of students (Knowledge of characteristics of age group, knowledge of students' varied approaches to learning, knowledge of students' skills and knowledge, knowledge of students' interests and cultural heritage)				
1. c.	Selecting instructional goals (Value, clarity, suitability for diverse students, balance)				
1. d.	Demonstrating knowledge of resources (Resources for teaching, resources for students)				
1. e.	Designing coherent instruction (Learning activities, instructional materials and resources, instructional groups, lesson and unit structure) *Including modifications and accommodations per IEP or 504 plan.				
1. f.	Assessing student learning (Congruence with instructional goals, criteria and standards, use for planning)				
Domain 2: The Classroom/Learning Environment		D	P	B	U
2. a.	Creating an environment of respect and rapport (Teacher interaction with students, student interaction)				
2. b.	Establishing a culture for learning (Importance of the content, student pride in work, expectations for learning and achievement)				
2. a.	Managing classroom procedures (Management of instructional groups, management of transitions, management of materials and supplies, performance of non-instructional duties, supervision of volunteers and paraprofessionals)				
2. b.	Managing student behavior (Expectations, monitoring of student behavior, and response to student misbehavior)				
2. c.	Organizing physical space (Safety and arrangement of furniture and accessibility to learning and use of physical resources)				

APPENDIX C-2
2 of 2

Domain 3: Instruction		D	P	B	U
3. a.	Communicating clearly and accurately (Directions and procedures, oral and written language)				
3. b.	Using questioning and discussion techniques (Quality of questions, discussion techniques, and student participation)				
3. c.	Engaging students in learning (Representation of content, activities and assignments, grouping of students, instructional materials and resources, structure and pacing) *Including students with special needs.				
3. d.	Providing feedback to students (Quality: accurate, substantive, constructive, and specific feedback, timeliness)				
3. e.	Demonstrating flexibility and responsiveness (Lesson adjustment, response to students, persistence)				
Domain 4: Professional Responsibilities		D	P	B	U
4. a.	Reflecting on teaching (Accuracy, use in future teaching)				
4. b.	Maintaining accurate records (Student completion of assignments, student progress in learning, non instructional program)				
4. c.	Communicating with families (Information about the instructional program, information about individual students, engagement of families in the instructional program)				
4. d.	Contributing to the school and district (Relationships with colleagues, service to the school, participation in school and district goals/projects)				
4. e.	Growing and developing professionally (Enhancement of content knowledge and pedagogical skill, service to the profession)				
4. f.	Showing professionalism (Service to students, advocacy, and decision making)				
4. g.	Utilizing technology (Communication, data management, instruction)				
4. h.	Attendance (Sick and personal days)	Year to Date: absence(s)			
Commendations/Comments:					
Specifically list performance criteria (domain and component) and corresponding suggestions for improvement:					

Signatures:

Evaluator	Date	Teacher	Date

The teacher's signature does not necessarily indicate agreement. It indicates only that he/she has read and received a copy of this report.
 _____ **Initial here if you intend to file an addendum.**

Observation Log:

Observation _____

Twinsburg City School District

Time in: _____

Evaluation _____

Media Specialist Observation Report

Time out: _____

Adm. Initial: _____

Teacher Initial: _____

Name of Staff Member: _____ Building: _____

Class Size: _____ Subject: _____ Grade: _____ Date: _____

Key: D: Distinguished P: Proficient B: Basic U: Unsatisfactory

Domain 1: Planning and Preparation		D	P	B	U
1. a.	Demonstrating knowledge of curriculum and management of system (Collection reflects curriculum; knowledge of systems is evident; knowledge of information literacy is evident.)				
1. b.	Demonstrating knowledge of patrons Displays and signage appropriate to age; collection reflects cultural background; collection reflects age of patrons; collection is varied in reading levels.)				
1. c.	Selecting instructional materials (Shows knowledge of district selection policy; has a balanced collection of reading levels and curriculum, balanced media types)				
1. d.	Demonstrating knowledge of resources (Catalogs for books and other media are grade and subject appropriate; professional periodicals with reviews and book lists and on-line resources)				
1. e.	Designing coherent instruction (Works with teachers and students using the Information Literacy curriculum; works with administration to help formulate Information Literacy training for teachers.)				
1. f.	Assessing program's success (Ease of use of systems by patrons (i.e., checkout and searching), circulation statistics: amount of classes coming in on a flexible schedule, number of students on a sign in basis.)				
Domain 2: The Classroom/Learning Environment		D	P	B	U
2. a.	Creating an environment of learning (Neat and tidy, organized areas, low noise level, seating of students)				
2. b.	Establishing a culture for learning (Posted rules for behavior and procedures, clear procedures for check in, help available, automation is self-explanatory)				
2. c.	Management of center (Established systems for circulation, overdue materials, shelving, and scheduling)				
2. d.	Managing student behavior (Expectations clearly stated, monitoring of student behavior and response to student)				
2. e.	Organizing physical space (Layout of shelves and seating for accessibility, group and individual work)				

APPENDIX C-3

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Domain 3: Instruction	D	P	B	U
Communicating clearly and accurately (Directions and procedures, oral and written language)				
Using questioning and discussion techniques (Quality of questions, discussion techniques, and student participation)				
Engaging students in learning (Representation of content, activities and assignments, grouping of students, instructional materials and resources, structure and pacing) *Including students with special needs.				
Providing feedback to students (Quality: accurate, substantive, constructive, and specific feedback, timeliness)				
Demonstrating flexibility and responsiveness (Lesson adjustment, response to students, persistence)				

Domain 4: Professional Responsibilities	D	P	B	U
Reflecting on teaching (Accuracy, use in future teaching, annual reports with future needs in relationship to curriculum changes)				
Maintaining accurate records (Budget, ordering, processing, scheduling, circulation, maintenance and repair)				
Communicating with teachers, administrators, parents (Information about the library/media program, information about selection and purchase of materials, information about policies and procedures)				
Contributing to the school and district (Relationships with colleagues, service to the school, participation in school and district goals/projects)				
Growing and developing professionally (Enhancement of content knowledge and pedagogical skill, service to the profession)				
Showing professionalism (Service to students, advocacy, and decision making)				
Utilizing technology (Communication, data management, instruction)				
Attendance (Sick and personal days) Year to Date: absence(s)				

Commendations/Comments:

Specifically list performance criteria (letter and number) and corresponding suggestions for improvement:

Signatures:

Evaluator	Date	Teacher	Date

The teacher's signature does not necessarily indicate agreement. It indicates only that he/she has read and received a copy of this report.
 _____ **Initial here if you intend to file an addendum.**

Observation Log:

Observation _____ **Twinsburg City School District**
Evaluation _____ **Guidance Observation Report**

Time in: _____
Time out: _____
Adm. Initial: _____
Teacher Initial: _____

Name of Staff Member: _____ Building: _____
Class Size: _____ Subject: _____ Grade: _____ Date: _____

Key: D: Distinguished P: Proficient B: Basic U: Unsatisfactory

Domain 1: Planning and Preparation		D	P	B	U
I. a.	Demonstrating knowledge of counseling and school guidance (Knowledge of content, knowledge of prerequisite relationships)				
1. b.	Demonstrating knowledge of students (Knowledge of characteristics of age group, knowledge of students' varied approaches to learning, knowledge of student's skills and knowledge, knowledge of students' interests and cultural heritage)				
1. c.	Selecting instructional and personal student goals (Value, clarity, suitability for diverse students, balance)				
1. d.	Demonstrating knowledge of resources (Resources for teaching, resources for students)				
1. e.	Designing coherent instruction, group interaction, individual counseling plans (Learning activities, instructional materials, resources, instructional groups, lesson and unit structure) *Including modifications and accommodations per IEP or 504 plan.				
1. f.	Assessing student learning (congruence with instructional goals, criteria and standards, use for planning)				

Domain 2: The Classroom/Learning/Counseling Environment		D	P	B	U
2. a.	Creating an environment of respect and rapport (Interaction with students, student interaction)				
2. b.	Establishing a culture for learning (Importance of the content, student pride in work, expectations for learning and achievement)				
2. c.	Managing classroom/office procedures (Management of instructional groups, management of transitions, management of materials and supplies, performance of non-instructional duties, supervision of volunteers and paraprofessionals)				
2. d.	Managing student behavior (Expectations, monitoring of student behavior and response to student misbehavior)				
2. e.	Organizing physical space (Safety and arrangement of furniture and accessibility to learning and use of physical resources)				

APPENDIX C-4
2 of 2

Domain 3: Instruction (Guidance)/Counseling/Assessment/Consultation		D	P	B	U
3. a.	Communicating clearly and accurately (Directions and procedures, oral and written language)				
3. b.	Using questioning and discussion techniques (Quality of questions, discussion techniques, and student participation)				
3. c.	Engaging students in learning (Representation of content, activities and assignments, grouping of students, instructional materials and resources, structure and pacing) *Including students with special needs.				
3. d.	Providing feedback to students (Quality: accurate, substantive, constructive, and specific feedback, timeliness)				
3. e.	Demonstrating flexibility and responsiveness (Lesson adjustment, response to students, persistence)				
3. f.	Provides individual and group counseling (Develops therapeutic alliance, promotes self-understanding, academic achievement, future planning, and social/personal development)				
3. g.	Coordinate and administer assessment program (As directed by principal and as appropriate for grade level)				
3. h.	Conducts or contributes to meetings				
Domain 4: Professional Responsibilities		D	P	B	U
4. a.	Reflecting on counseling (Accuracy, use in future counseling)				
4. b.	Collecting and maintaining accurate records (Student completion of assignments, student progress in learning, career passport, credits, test scores recommendations, college applications, non-instructional program)				
4. c.	Communicating with families (Information about the instructional program, information about individual students, engagement of families in the instructional program, available community resources, programs, colleges, academic and career options)				
4. d.	Contributing to the school and district (Relationships with colleagues, service to the school, participation in school and district goals/projects)				
4. e.	Growing and developing professionally (Enhancement of content knowledge and pedagogical skills, service to the profession)				
4. f.	Showing professionalism (Service to students, advocacy, and decision making, and ensuring confidentiality)				
4. g.	Utilizing technology (Communication, data management, instruction)				
4. h.	Attendance (Sick and personal days) Year to Date: absence(s)				
Commendations/Comments:					
Specifically list performance criteria (domain and component) and corresponding suggestions for improvement:					

Signatures:

Evaluator	Date	Teacher	Date
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The teacher's signature does not necessarily indicate agreement. It indicates only that he/she has read and received a copy of this report.
 Initial here if you intend to file an addendum.

Twinsburg City School District
SUMMATIVE EVALUATION REPORT

Teacher _____ Date: _____

Building: _____ Grade/Subject: _____

This evaluation is a summary of observations conducted on _____ and _____.

I. Summary of observations in the area of **Planning and Preparation:**

II. Summary of observations in the area of **Classroom/Learning Environment:**

III. Summary of observations in the area of **Instruction:**

IV. Summary of **Professional Responsibilities:**

*Signature of Teacher Date Signature of Appraiser Date

*The teacher's signature does not necessarily indicate agreement. It indicates only that he/she has read and received a copy of this report.

_____ Initial here if you intend to file an addendum.

Twinsburg City Schools Professional Growth Plan

Applications are due no earlier than April 16 of the preceding year in which the goals are to be pursued, and no later than October 1st of the proposed year. Reply from administrator must occur within 10 working days.

Name: _____ Grade: _____

Building: _____ Date: _____

Approximate Date of Completion: _____

Describe the proposed Professional Growth Project: Please include a description of activities, personnel and resources that you intend to use on this project.

Anticipated Impact: Briefly describe how involvement in the project will contribute to your professional growth and to student learning.

Signature: _____ Date: _____

Administrator: _____ Date: _____

If both parties do not reach agreement after collaboration upon the proposal per Article 11, C-3, standard evaluations will occur. The proposal then goes back to the teacher (not in the teacher's file).

Follow Up Date: _____ (Close to mid-point)

Teacher Summary: _____

Administrator Summary: _____

Goals: Completed: _____ Incomplete: _____ In Progress: _____

**Twinsburg Education Association
Salary Index**

TWINSBURG SCHOOL DISTRICT
SUMMIT COUNTY

BASE SALARY

School Year:

<u>YEARS</u>		<u>BACH</u>	<u>BA+16</u>	<u>BA+24</u>	<u>MAST</u>	<u>MA+8</u>	<u>MA+16</u>	<u>MA+30</u>
STEP	0	1.0000	1.0484	1.0759	1.1036	1.1208	1.1381	1.1554
STEP	1	1.0446	1.0929	1.1206	1.1484	1.1657	1.1828	1.1999
STEP	2	1.0894	1.1379	1.1657	1.2072	1.2246	1.2420	1.2594
STEP	3	1.1343	1.1829	1.2109	1.2664	1.2840	1.3012	1.3184
STEP	4	1.1793	1.2283	1.2563	1.3261	1.3434	1.3609	1.3784
STEP	5	1.2389	1.2880	1.3158	1.3859	1.4036	1.4209	1.4382
STEP	6	1.2987	1.3478	1.3758	1.4462	1.4638	1.4812	1.4986
STEP	7	1.3588	1.4081	1.4363	1.5066	1.5243	1.5419	1.5595
STEP	8	1.4191	1.4666	1.4968	1.5675	1.5851	1.6030	1.6209
STEP	9	1.4800	1.5295	1.5578	1.6288	1.6462	1.6641	1.6820
STEP	10	1.5410	1.5908	1.6192	1.6903	1.7082	1.7258	1.7434
STEP	11	1.6024	1.6522	1.6807	1.7518	1.7696	1.7875	1.8052
STEP	12	1.6641	1.7144	1.7427	1.8142	1.8319	1.8499	1.8679
STEP	13	1.7263	1.7764	1.8052	1.8766	1.8948	1.9125	1.9302
STEP	14	1.7685	1.8186	1.8474	1.9188	1.9369	1.9547	1.9725
STEP	16	1.8425	1.8746	1.9034	1.9748	1.9929	2.0107	2.0285
STEP	20	1.8985	1.9306	1.9594	2.0308	2.0489	2.0667	2.0845
STEP	24	1.9545	1.9866	2.0154	2.0868	2.1049	2.1227	2.1405
STEP	27	1.9945	2.0266	2.0554	2.1268	2.1449	2.1627	2.1805

APPENDIX E-2

TWINSBURG SCHOOL DISTRICT
SUMMIT COUNTY

BASE SALARY		\$40,310							School Year:	2012-2013
<u>YEARS</u>		<u>BACH</u>	<u>BA+16</u>	<u>BA+24</u>	<u>MAST</u>	<u>MA+8</u>	<u>MA+16</u>	<u>MA+30</u>		
STEP	0	40,310	42,261	43,370	44,486	45,179	45,877	46,574		
STEP	1	42,108	44,055	45,171	46,292	46,989	47,679	48,368		
STEP	2	43,914	45,869	46,989	48,662	49,364	50,065	50,766		
STEP	3	45,724	47,683	48,811	51,049	51,758	52,451	53,145		
STEP	4	47,538	49,513	50,641	53,455	54,152	54,858	55,563		
STEP	5	49,940	51,919	53,040	55,866	56,579	57,276	57,974		
STEP	6	52,351	54,330	55,458	58,296	59,006	59,707	60,409		
STEP	7	54,773	56,761	57,897	60,731	61,445	62,154	62,863		
STEP	8	57,204	59,119	60,336	63,186	63,895	64,617	65,338		
STEP	9	59,659	61,654	62,795	65,657	66,358	67,080	67,801		
STEP	10	62,118	64,125	65,270	68,136	68,858	69,567	70,276		
STEP	11	64,593	66,600	67,749	70,615	71,333	72,054	72,768		
STEP	12	67,080	69,107	70,248	73,130	73,844	74,569	75,295		
STEP	13	69,587	71,607	72,768	75,646	76,379	77,093	77,806		
STEP	14	71,288	73,308	74,469	77,347	78,076	78,794	79,511		
STEP	16	74,271	75,565	76,726	79,604	80,334	81,051	81,769		
STEP	20	76,529	77,822	78,983	81,862	82,591	83,309	84,026		
STEP	24	78,786	80,080	81,241	84,119	84,849	85,566	86,284		
STEP	27	80,398	81,692	82,853	85,731	86,461	87,178	87,896		

APPENDIX E-3

TWINSBURG SCHOOL DISTRICT
SUMMIT COUNTY

BASE SALARY		\$40,310						
		School Year: 2013-2014						
<u>YEARS</u>		<u>BACH</u>	<u>BA+16</u>	<u>BA+24</u>	<u>MAST</u>	<u>MA+8</u>	<u>MA+16</u>	<u>MA+30</u>
STEP	0	40,310	42,261	43,370	44,486	45,179	45,877	46,574
STEP	1	42,108	44,055	45,171	46,292	46,989	47,679	48,368
STEP	2	43,914	45,869	46,989	48,662	49,364	50,065	50,766
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STEP	20	76,529	77,822	78,983	81,862	82,591	83,309	84,026
STEP	24	78,786	80,080	81,241	84,119	84,849	85,566	86,284
STEP	27	80,398	81,692	82,853	85,731	86,461	87,178	87,896

APPENDIX E-4

TWINSBURG SCHOOL DISTRICT
SUMMIT COUNTY

BASE SALARY		\$40,310							School Year:	2014-2015
<u>YEARS</u>		<u>BACH</u>	<u>BA+16</u>	<u>BA+24</u>	<u>MAST</u>	<u>MA+8</u>	<u>MA+16</u>	<u>MA+30</u>		
STEP	0	40,310	42,261	43,370	44,486	45,179	45,877	46,574		
STEP	1	42,108	44,055	45,171	46,292	46,989	47,679	48,368		
STEP	2	43,914	45,869	46,989	48,662	49,364	50,065	50,766		
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STEP	4	47,538	49,513	50,641	53,455	54,152	54,858	55,563		
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STEP	24	78,786	80,080	81,241	84,119	84,849	85,566	86,284		
STEP	27	80,398	81,692	82,853	85,731	86,461	87,178	87,896		

RECOMMENDATION
Article 7, Section J(1)

MAINSTREAMED STUDENTS

It is recommended that the accommodation contained in Article 7, Section J(1) of the collective bargaining agreement be applied for _____ (Name of student) for the _____ school year.

Name

Title

Date

Please forward this recommendation to the Building Principal.

APPENDIX G

STANDARDS-BASED TEACHER EVALUATION

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

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

This evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

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

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

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Committee, with continuing participation by District teachers represented by the TEA, and for the express purpose of recommending changes to the Board for the appropriate revision of this policy. The Evaluation Committee will further analyze District student growth data and review student learning objectives and provide feedback to the Superintendent concerning them.

Definitions

“OTES” – The Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

“Teacher” – For purposes of this policy, “teacher” means licensed instructors who spend at least 50% of their time providing content-related student instruction and work under one of the following:

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or
- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or

- d. A permit issued under ORC Section 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Full-time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures contained in Article 11 of the Master Agreement between the Board and the TEA.

The Superintendent, Treasurer, and any “other administrator” as defined by ORC Section 3319.02 are not subject to evaluation under this policy.

“Credentialed Evaluator” – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education (“ODE”) for teacher evaluation; and
- c. Has completed state-sponsored evaluation training and passed an online credentialing assessment; and
- d. Is employed by the Board as a District administrator.

The Board authorizes the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

“Core Subject Area” – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

“Student Growth” – for the purpose of this policy, student growth is defined as the change in student achievement for an individual student between two or more points in time.

“Student Learning Objectives” (“SLOs”) – include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.

“Shared Attribution Measures” – student growth measures that can be attributed to a group.

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

“Vendor Assessment” – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective.

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

The Superintendent shall annually report to the ODE the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty-percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- a. Understanding student learning and development and respecting the diversity of the students they teach;
- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;
- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;

- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

Formal Observation and Classroom Walkthrough Sequence

- All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on at least **two** formal observations and periodic classroom walkthroughs **each school year by one evaluator**. The first observation will be completed no later than December 21. Documentation of the observation will be provided to the teacher in a timely manner.
- Teachers on a limited contract who are under consideration for nonrenewal shall receive at least **three** formal observations in addition to periodic classroom walkthroughs during the school year by one evaluator. The first observation must be completed no later than November 1. The second observation must be completed no later than February 15. Documentation of the observation will be provided to the teacher in a timely manner.

For teachers who travel between buildings, a single administrator shall be identified to evaluate the teacher. Ordinarily, it will be a building administrator in the building where the teacher spends the majority of his/her time; however, the Superintendent shall have authority to make the final decision concerning who the evaluator will be in order to equitably distribute evaluation responsibilities among credentialed evaluators.

A teacher who has been granted a continuing contract by the Board of Education and who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated every other school year.

A teacher who receives a rating of “Accomplished” on his/her most recent evaluation may request that in place of one of the required observations, the teacher instead may complete a project. The Superintendent/designee shall approve or deny the teacher’s request in his/her sole discretion.

Pursuant to this policy and Board resolution, the Board shall approve a list of projects recommended by the Superintendent/designee that demonstrate a teacher’s continued growth and practice at the accomplished level for accomplished teachers who wish to complete a project in lieu of one formal observation.

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

All classroom monitoring or observation of the instructional performance of a teacher shall be conducted openly and with full knowledge of the employee. Nothing herein shall prevent the evaluator from conducting an unannounced observation as set forth below.

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

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the ODE's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism, set forth herein as Appendix "___".

Each teacher evaluated under this policy shall annually complete a "Self-Assessment," utilizing the Self-Assessment Summary Tool set forth herein as "Teacher Evaluation Form No. ___." The Self-Assessment Summary Tool must be completed by the teacher prior to the pre-conference for the first formal observation.

Formal Observation Procedure

- a. Each of the first two formal observations shall be preceded by a conference not more than five (5) school days prior to the observation between the evaluator and the employee in order for the employee to explain plans and objectives for the classroom situation to be observed. If a third observation is going to occur, it may be unannounced. Any additional observations will be announced. If an evaluator plans to conduct more than two observations for a teacher who is not up for renewal/nonrenewal, the evaluator will notify the teacher following the second observation. .
- b. A post-observation conference shall be held within ten (10) school days after each formal observation.
- c. Teachers are responsible for completing their portion of eTPES in a timely manner (i.e., within four (4) school days of receiving electronic notice from the program). Extensions may be approved at the discretion of the credentialed evaluator.

Informal Observation/Classroom Walkthrough Procedure

- a. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- b. Classroom walkthroughs will not last less than three (3) minutes, nor typically more than ten (10) minutes.
- c. Data gathered from the walkthrough must be placed on the form designated as Teacher Evaluation Form #__.
- d. A completed form must be shared with the employee within one (1) school day.

- e. Classroom walkthroughs shall occur a minimum of twice a quarter for each teacher being evaluated.

Assessment of Student Growth

In determining student growth measures, the Board adopts the ODE's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. A student who has sixty (60) or more unexcused absences for the school year will not be included in the determination of student academic growth. At the High School, for classes that meet on a semester alternative block schedule, a student who has thirty (30) or more unexcused absences for the course will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1:** Teachers instructing in value-added subjects exclusively¹;
- A2:** Teachers instructing in value-added courses, but not exclusively²;
- Or
- B:** Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or
- C:** Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.³

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in Appendix “___” of the “District Student Growth Measurement Index.” Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in Appendix “___” of the “District Student Growth Measurement Index.”

When neither teacher-level value-added data nor Ohio Department of Education-approved

¹ If a teacher's schedule is comprised only of courses or subjects for which the value-added progress dimension is available, until June 30, 2014, the majority (i.e., greater than 25%) of the student growth factor of the evaluation will be based upon the value-added progress as determined for each such teacher. After July 1, 2014, the entire student academic growth factor of the evaluation (i.e., 50%) shall be based on the value-added progress dimension.

² For these teachers, value-added will be used for the student academic growth factor in proportion to the part of a teacher's schedule of courses or subjects for which the value-added progress dimension is applicable. Teachers with multiple subjects that have value-added data will be issued reports for a composite of reading and math; for other assessments (approved vendor and local measures), the assessment data measures should be representative of the teacher's schedule.

³ If used, only one “shared attribution” measure can be utilized per instructor.

assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in Appendix “___” of the “District Student Growth Measurement Index.” Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population; Interval of Instruction; Standards and Content; Assessment(s); Growth Targets; and Rationale for Growth Targets. When new SLO’s are developed or revised, the process will include consultation with teachers employed by the Board. The Board’s process for creating and revising SLO’s is set forth in Appendix “___” of the “District OTES Student Growth Measures Manual.”

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance and converted to a score in one of three (3) levels of student growth:

- a. Above
- b. Expected
- c. Below

Final Evaluation Procedures

Each teacher’s performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon the following “Evaluation Matrix”:

Teacher Performance

		4	3	2	1
Student Growth Measures	Above	Accomplished	Accomplished	Skilled	Developing
	Expected	Skilled	Skilled	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

The evaluator shall provide a written evaluation report to the teacher, who is responsible for signing the document to acknowledge receipt of it. The employee’s signature shall not be construed as evidence that the teacher agrees with the content of the evaluation report. The signed evaluation must be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation as converted to the "Evaluation Matrix" above, each teacher must develop either a professional growth plan or professional improvement plan as follows:

- a. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the next evaluation cycle from those available in their specific building, utilizing the components set forth in the "Teacher Evaluation Form #__."
- b. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form #__."
- c. Teachers whose performance rating indicates below expected levels of student growth will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form #__."
- d. Teachers on resident educator licenses who have a mentor teacher assigned may request the mentor participate in the development of an Improvement Plan; however, the mentor teacher shall not have a formal evaluative role.

Core Subject Teachers – Testing for Content Knowledge

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the ODE if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years. The Board will pay for the cost, if any, for the employee taking the written exam(s).

If a teacher passes the examination set forth above and provides proof of that passage to the Board, the teacher will be required, at the teacher's expense, to complete professional development that is targeted to the deficiencies identified in the teacher's evaluations conducted under this policy.

Any teacher passing the examination set forth above will not be required to take the examination again for three years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

Board Professional Development Plan

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

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the non-renewal and termination statutes of the Ohio Revised Code and the relevant provisions of the Master Agreement between the Board and the TEA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the Master Agreement between the Board and the TEA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26, 3319.58,
3333.0411
A.C. 3301-35-03(A)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TWINSBURG EDUCATION ASSOCIATION
AND THE
TWINSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION
(IN CONJUNCTION WITH THE 2012 SUCCESSOR AGREEMENT)**

MASTER TEACHER COMMITTEE

The Twinsburg City School District Board of Education (the "Board") and the Twinsburg Education Association (the "Association") hereby enter into this Memorandum of Understanding ("MOU"), which shall automatically terminate on August 31, 2014. The terms and conditions of this MOU are as follows:

A. ESTABLISHMENT OF MTC

A Master Teacher Committee ("MTC") shall be established for the purpose of designating teachers in a school building/District as Master Teachers.

B. SELECTION OF THE MTC MEMBERS

1. The MTC shall be comprised of a majority of practicing teachers.
2. The MTC shall be comprised of three (3) bargaining unit members appointed by the Association President, and two (2) administrators appointed by the Superintendent.

C. MTC OPERATIONAL PROCEDURES

1. The MTC shall meet twice a year (once each semester), unless the Board and the Association jointly agree that additional meetings are necessary.
2. The MTC members shall jointly establish a Plan of Operation for the appropriate designation of a Master Teacher, which shall include, but not be limited to, the application and review processes, the dissemination of general information to bargaining unit members, and an appeal process.

D. TERMS OF OFFICE

1. The Association shall determine the length of the term of office its MTC members.
2. The terms of office for the Association MTC members shall be staggered.
3. The Association shall determine the process for removing an Association MTC member from office.

E. EMPLOYEE PROTECTION

1. A bargaining unit member's involvement in the activities of the MTC shall not serve as the basis for an adverse employment decision.
2. Nothing in the MTC process shall have an adverse impact on a bargaining unit member's performance evaluation.
3. In the event of an in-term vacancy or removal of a Association MTC member, the Association shall replace the member.

F. TRAINING AND COMPENSATION

1. As determined by the MTC, the Association MTC members shall be provided on-going training by the Board to ensure consistent application of the Master Teacher criteria.
2. The Association MTC members shall be paid at the curriculum work compensation rate in order to perform MTC duties, including training concerning their MTC responsibilities, that take place outside the bargaining unit member work day.
3. The Association MTC members shall be provided release time for any work pertaining to MTC duties, including training concerning their MTC responsibilities, that occurs during the bargaining unit member work day.

G. FACILITY, EQUIPMENT AND SUPPORT SERVICES

1. The MTC shall be provided with adequate space for the safe and secure storage of records, files and any other work and materials requiring storage and/or file space.
2. The MTC shall be provided with the equipment, paper and other materials necessary to perform its duties, as specified in the MTC operating procedures.

H. MTC APPEALS PROCEDURE

1. The MTC shall determine its own appeals procedure.
2. The MTC appeals procedure is not subject to the grievance/arbitration procedure outlined in this Agreement.
3. Issues for appeal are limited to procedural matters (e.g., did the MTC abide by its procedures in reviewing evidence and rendering judgment according to the criteria and standards?).

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
TWINSBURG EDUCATION ASSOCIATION
AND THE
TWINSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION
(IN CONJUNCTION WITH THE 2012 SUCCESSOR AGREEMENT)**

CREDIT FLEXIBILITY

The Twinsburg City School District Board of Education (the "Board") and the Twinsburg Education Association (the "Association") hereby enter into this Memorandum of Understanding ("MOU"), which shall automatically terminate on August 31, 2014. The terms and conditions of this MOU are as follows:

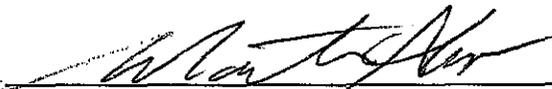
- A.** Courses for which students may be granted flexible credit shall be restricted to those offered through traditional seat time within the District, unless such a restriction is prohibited by State law and/or applicable regulations.
- B. CREDIT FLEXIBILITY COMMITTEE (CFC)**
1. The CFC shall review students' applications for Credit Flexibility Plans (CFP) and determine whether a Teacher of Record is necessary in order to award credit and a grade for completion of the students' CFP.
 2. The CFC shall consist of two (2) administrators and two (2) bargaining unit members (one of whom will be the applicable Department Chairperson [a rotating position based on the subject addressed by the CFP application] or a Guidance Counselor). The Administration will appoint the Guidance Counselor, if applicable. The Association President will appoint the second bargaining unit member.
 3. The Building Principal will convene the CFC when necessary in order to review students' CFP applications.
 4. Bargaining unit members of the CFC will be paid at the tutor rate when performing CFC duties outside the bargaining unit member work day. Similarly, bargaining unit members of the CFC will be provided release time for any work pertaining to their CFC duties that occur during the bargaining unit member work day.
- C. TEACHER OF RECORD (TOR)**
1. When appropriate, a TOR will be assigned by the CFC. Bargaining unit members who want to be considered for service as a TOR may annually submit their names to the CFC by May 15 of the preceding school year. In order to serve as a TOR for a specific CFP, the bargaining unit member must be certificated/licensed to teach in the subject area of the CFP and have taught in the subject area within the past three school years.

2. The TOR is responsible for:
 - a. Providing feedback to students regarding their CFPs.
 - b. Monitoring students' progress toward completion of approved CFPs.
 - c. Assessing students' work as part of the CFP and determining whether to award credit, and if so, assigning a grade upon completion of the approved CFP.
3. TORs will be provided paid release time to perform their TOR duties during the bargaining unit member work day, or paid at the base per diem hourly rate for all hours spent outside the bargaining unit member work day on TOR duties.
 - a. TORs are responsible for keeping a written log of all time spent on TOR duties (including work performed both during and outside the bargaining unit member work day).
 - b. If a CFP requires a TOR to travel (i.e., to an internship location), the TOR will be paid mileage at the current IRS-approved rate.
 - c. TORs must submit their log of hours on a monthly basis to the Building Principal.

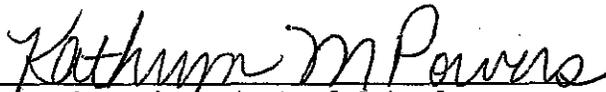
CERTIFICATE
(O.R.C. 5705.412)

IT IS HEREBY CERTIFIED that the School District has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of years is greater.

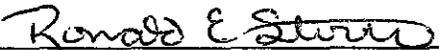
BY:


Treasurer

BY:


Superintendent of Schools

BY:


President, Board of Education

DATED:

5/16/12