

K # 29342

12-MED-02-0117

0481-01

STATE JUDGMENT
BOARD

03 FEB -7 P 2:54

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
ORANGE CITY SCHOOL DISTRICT
AND
THE ORANGE TEACHERS ASSOCIATION

Effective July 1, 2012
Through and Including June 30, 2015

K# 29342

12-MED-02-0117

0481-01

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I. RECOGNITION

A. RECOGNITION

The Board of Education of the Orange City School District (hereinafter same as "Board") recognizes the Orange Teachers' Association affiliated with the Ohio Education Association, the North Eastern Ohio Education Association, and the National Education Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining agent for the members of the bargaining unit (hereinafter "unit member"). The bargaining unit shall consist of all certificated personnel. The limited contract issued to a teacher employed for a specific period of time to cover a vacancy of a known duration shall be deemed to automatically expire at the close of said period, without need for Board action to non-renew. In instances where a teacher is employed for a complete year, compliance with the evaluation procedure set forth in Article VII of this Agreement shall be in effect. When a teacher is employed for either the first or second semester, one evaluation/observation shall be given. A teacher employed for less than a full semester shall not be evaluated. Aides, other substitutes, and tutors who are to be paid by a separate rate, as well as Supervisory and management level employees as defined by the Ohio Collective Bargaining Law are excluded from the bargaining unit. The Superintendent, Central Office Administrators, Treasurer, Assistant Treasurer, Central Office Administrative Assistants, Principals, Assistant Principals, Building Administrative Assistants, Directors, Associate Directors and Supervisors and Administrative Coordinators are excluded from the bargaining unit.

The incumbent gifted coordinator may continue in that position as a member of the OTA bargaining unit. When the incumbent no longer holds the position of gifted coordinator and should the Board determine to fill that position, or if the Board determines to create other coordinator positions, such coordinators shall hold an appropriate license as an administrator *where required for the position*.

B. DEFINITIONS

The terms listed below, when used in this Agreement, shall be defined as follows:

1. Employee: Any Employee in the Bargaining Unit defined in Article I, Section A of this Agreement.
2. Day: Calendar Day
3. Workday: A day on which an Employee is scheduled to report to work during the regular school year; during the summer recess, any

Monday through Friday when the Central Administration office is open for regular business, excluding recognized holidays.

4. Immediate supervisor: The principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an Employee and to whom the Employee is directly responsible. Immediate supervisor shall not be a person who is an Employee of the bargaining unit represented by the Association.
5. Superintendent: The Superintendent of the Orange City School District or her/his designated representative.
6. OTA or the Association: The Orange Teachers Association.
7. Board: The Board of Education of the Orange City School District.
8. District: The Orange City School District.
9. Seniority: The longest uninterrupted service as an Employee, beginning with the first day of work in a bargaining unit position in the District. Seniority shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement or Board policy, by any layoff, nor by disability retirement.
 - a. Service rendered beyond the regular school year or beyond the regular workday will not be counted toward seniority.
 - b. An Employee who accepts/accepted an administrative position in the District and who subsequently returns/returned to the bargaining unit shall retain previously accrued bargaining unit seniority but shall not accrue seniority during the period of administrative service.
 - c. Effective September 1, 1999, seniority for Employees who render service during the workday for fewer hours than the ordinary and normal maximum number of hours for such assignment shall be determined as follows:

The total number of hours worked during the regular school year shall be divided by the maximum number of hours worked ordinarily and normally in such assignment, then divided by the number of days in the school year (185).
 - d. If the seniority of two or more Employees is equal, the additional criteria for determining seniority, in the following order, shall be:

- 1) The date of the Board meeting at which the Employee was hired; and then by
 - 2) The stamped date on which the Employee submitted the signed copy of his/her contract to the personnel office; and then by
 - 3) Total teaching experience; and finally by
 - 4) The decision of the Superintendent.
- e. Seniority RIF List: All Employees shall be placed on a seniority list within their area or areas of certification/licensure giving preference to those on continuing contracts over those on limited contracts. A copy of the seniority list and updates thereto shall be provided to the OTA president and shall be posted on Employee bulletin Boards in each school.

II. NEGOTIATIONS PROCEDURE

- A. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party by April 1 of the year in which this contract expires. The parties shall meet within ten (10) days of such request to present negotiation proposals, unless the parties mutually agree to meet at a later date.
- B. All negotiations sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties.
- C. Each negotiating team shall consist of no more than five (5) persons. Each team may have up to two (2) additional persons as observers or consultants at the table from time to time. The composition of the team shall be in the sole discretion of the respective parties; however, once selected, no substitutes will be permitted without the agreement of the other party. Consultants used by either party shall be paid by the party using them.
- D. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and breach tentative agreement.
- E. As negotiation items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the representatives of each party.
- F. Upon reaching tentative agreement upon the contract, said contract shall be presented to the Association for ratification within ten (10) weekdays. Upon ratification by the Association, the contract shall be presented to the Board for adoption within ten (10) weekdays.

- G. Impasse may be declared by either party no sooner than forty-five (45) days after the initial bargaining session. Upon declaration of impasse a request shall be made to the Federal Mediation and Conciliation Service (FMCS) to provide a mediator. When started, mediation shall continue until tentative agreement is reached on all unresolved items with mediation sessions being held at the direction of the mediator.
- H. In the event the parties are unable to reach agreement by the end of May of the year in which this Agreement expires, negotiations shall be suspended until a mutually agreeable date in June prior to the expiration of this Agreement and negotiations shall resume on that date. Thereafter, all of the terms in each article of this Agreement shall remain in effect until the expiration of this Agreement or while the parties mutually agree to continue the negotiations process.

III. GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. "Administration" shall mean those excluded from the bargaining unit as identified in Article I, Recognition.
- 2. "Grievance" shall mean a claim by an Employee(s) or the Orange Teachers Association that there has been a violation, misinterpretation or misapplication of this Contract between the Association and the Board. If any grievance arises, there shall be no stoppage or suspension of work, for it is intended that it shall be submitted to this Grievance Procedure.
- 3. "Grievant" shall mean the Employee(s) initiating a grievance.
- 4. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.

B. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

- 1. A grievant may at his/her sole discretion be accompanied at all steps of the grievance by OTA representation.
- 2. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.
- 3. If the grievance involves more than one work location or a group or class of Employees and the immediate supervisor is without authority to grant the relief sought, or if the grievance arises from

the action or inaction of an administrator above the level of the immediate supervisor, the grievance may be filed initially with the Superintendent at Step II of the grievance procedure, with concurrent written notice of such filing provided to the immediate supervisor. In such instances, the informal discussion may be waived by either party.

C. TIME LIMITS

1. The number of days indicated at each step in the procedure shall be the maximum.
2. If the grievant does not present a grievance within twenty (20) workdays of the occurrence of the act or conditions on which the grievance is based, or within twenty (20) workdays of the date on which the grievant reasonably could have known of the event(s) giving rise to the grievance, then the grievance shall be considered waived.
3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance shall be deemed settled on the basis of the disposition at that step and further appeal shall be barred.
4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.
5. Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year.
6. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the school day unless the parties otherwise agree.
7. The time limits set forth in Steps I through III of this grievance procedure may be extended by mutual agreement.

D. INFORMAL GRIEVANCE PROCEDURE

A grievance, except as indicated above in B2 shall first be presented to the principal or immediate supervisor in an attempt to resolve the problem.

E. FORMAL GRIEVANCE PROCEDURE

1. **STEP I**
If the grievance is not resolved within five (5) workdays of the

informal claim, it may be pursued further by submitting a completed Grievance Report Form, Step I, in duplicate. Copies of this form shall be submitted by the grievant to the immediate supervisor. Within five (5) workdays of the receipt of the Grievance Report Form, the immediate supervisor shall meet with the grievant. The immediate supervisor shall write a disposition of the grievance within five (5) workdays after such meeting by completing Step I of the Grievance Report Form and returning a copy to the grievant, the Association, and the Superintendent.

2. STEP II

If the grievant is not satisfied with the disposition of the grievance in Step I, the grievant shall, within five (5) workdays of such disposition, complete Grievance Report Form, Step II, and submit same to the Superintendent or his/her designee, who shall within ten (10) workdays meet with the grievant. Within ten (10) workdays of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance, by completing his/her portion of Step II, forwarding a copy to the grievant, the Association, and the immediate supervisor.

3. STEP III

If the grievant is not satisfied with the disposition of the grievance at Step II, the OTA may request a hearing before an arbitrator by completing Grievance Report Form, Step III. The grievant's request for arbitration shall be made within five (5) workdays following either the receipt of the disposition of grievance or the lapse of twenty-five (25) workdays following grievant's submission of the Grievance Report Form to the Superintendent under Step II, whichever occurs first. The parties may first attempt to agree upon an arbitrator to hear the grievance. If the parties are unable to agree within five (5) workdays from the date of the Superintendent's receipt of notice of intent to submit the grievance to arbitration, OTA shall then request the American Arbitration Association to administer the proceedings under the voluntary rules of that Association.

4. The decision of the Arbitrator shall be binding on all of the parties to this contract and to the grievance.

5. Once the Arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of the AAA.

6. The Arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon.

7. 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 his/her decision concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching his/her decision.
8. The Arbitrator shall not interfere with management prerogatives as set forth in the Ohio Revised Code or this Agreement between the Orange Board of Education and the OTA.
9. The costs for arbitration shall be paid equally by the Association and the Board.
10. The cost of a stenographer will be paid by the party ordering a transcript of the hearing. If both parties order a transcript, the cost shall be paid equally.

F. MISCELLANEOUS

1. Nothing contained in this procedure shall be construed as limiting the individual right of the Employee having a complaint or problem to discuss the matter informally with Employees of the administration through normal channels of communication.
2. All written and printed matter dealing with the processing of a grievance shall be confidential and shall be filed separately from personnel files.
3. Attendance At Grievance Meetings: If an Employee's presence is required as a witness at any grievance meeting described in this Article he/she shall be made available for such meeting without loss of pay or leave. Nothing in this provision requires that grievance meetings be held during the regular instructional day. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limit shall be extended to such time that such person(s) can be present.
4. The fact that an alleged contract violation has occurred in the past and which violation or alleged violation was not subject to the grievance procedure shall not be deemed to create a waiver of any right which might be asserted by the OTA or an Employee.

5. There shall be no reprisal taken against an individual Employee, the OTA, or any of its officers as a result of the filing of a grievance.

Grievance Form No. 1000 -- see Forms section at end of this agreement.

IV. BOARD OF EDUCATION RIGHTS

- A. Except as otherwise specified in this Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing all of the rights identified in the Ohio Revised Code. These include:
 1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
 2. Direct, supervise, evaluate or hire Employees;
 3. Maintain and improve the efficiency and effectiveness of governmental operations;
 4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Employees;
 6. Determine the adequacy of the work force;
 7. Determine the overall mission of the employer as a unit of government;
 8. Effectively manage the work force;
 9. Take action to carry out the mission of the public employer as a governmental unit.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by:
 1. the specific and express terms of this contract and

2. the Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

V. ASSOCIATION RIGHTS

The Orange Teachers Association, acting as the duly recognized sole and exclusive bargaining agent, hereby retains and reserves unto itself all rights and responsibilities granted it by the laws and the Constitution of the State of Ohio and of the United States, including but not limited to all of the rights identified in the Ohio Revised Code. The Association's rights include:

- A. The right to engage in concerted activities for the purpose of collective bargaining or other mutual aid and protection.
- B. The right to represent all Employees of the bargaining unit.
- C. The right to bargain collectively with the Board to determine wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreements, and enter into collective bargaining agreements.
- D. The right to present grievances and assist Employees to present grievances and have them adjusted, and have the opportunity to be present at the adjustment of grievances for all Employees of the bargaining unit.
- E. The right to engage in a lawful strike within the limitations of the Ohio Revised Code.
- F. The right to have at least one Association Employee appointed to each district level committee. In the case of building level meetings or committees the principal shall offer the building representative the option of including an Association Employee in such meetings or committees.
- G. The right to use the school buildings at all reasonable hours for meetings, provided arrangements are made with the building principal. When special custodial service is requested the Board may make a reasonable charge.
- H. The right to use school mailboxes for distribution of Association material as well as the use of the bulletin Board in the Employees' lounge of each building.
- I. The right to reasonable use of the school telephones, typewriters, and central office copy equipment, computer equipment, e-mail system,

network, fax machine to carry out official Association responsibilities provided such does not interfere with teaching responsibilities or the orderly conduct of school business.

- J. The right to address new Employees for up to thirty (30) minutes during the orientation days prior to the opening of school.
- K. The right to address all staff for five (5) minutes at the general meeting opening the school year.
- L. Employees who are officers of the unit may leave their building with principal approval to deal with the unit's business as long as that business is restricted to the Orange School campus. Exceptions can be made for the Unit President to leave the campus through the Office of the Superintendent of Schools or his/her designee.
- M. The Association, upon prior request, may use five (5) minutes of faculty meetings for Association business. The placement of that five (5) minutes is to be agreed upon with the building principal.
- N. In consideration of the legal duty of unit representation and service, the Association President's and Vice President's official workday will be the same as the student day in his/her building. If feasible, the President and Vice President will be scheduled for a planning period at the end of the day. If an Employee in the high school, the President/Vice President will not have a homeroom.
- O. Association Leave. Absence of an Employee when occasioned by attendance at an Employee organization meeting or convention shall be permitted without loss of pay or deduction of personal or Sick Leave time. During any school year, a total of ten (10) days of Association leave shall be made available, with additional days possible by agreement of the Superintendent. Only the OTA president may request use of an Association leave day on his/her own behalf or on behalf of another Employee. Such notice of the intent to use an Association leave day shall be provided in writing to the affected Employee(s), building principal and the Central Office Administrator at least three (3) workdays in advance of the intended absence, except in the case of an emergency.
- P. Bargaining Unit Roster. Upon request, OTA shall be provided a current bargaining unit roster by September 15 and by March 15 of each school year. The roster shall include the Employee's name, building assignment and teaching assignment.
- Q. Officer Leave. Upon request of OTA, an Employee elected to a state or national office of an affiliated professional organization will be granted an unpaid leave of absence to serve in such office.

- R. Employee relations meetings. The Superintendent and other administrators she/he selects and OTA representatives shall endeavor to meet monthly (or more or less frequently as agreed to by the parties) at a time convenient to both parties but not during the Employee instructional day for the purposes of reviewing the implementation of this Agreement and to discuss other matters of mutual interest as they arise. Such meetings may be cancelled by either party.
- S. The appropriate administrator will hold a conference with a unit member for the purpose of discussing any disciplinary problem. This conference may be private, or if the unit member desires, he/she is permitted to have one association representative present.

VI. ASSOCIATION MEETINGS

Recognizing the mutual benefit that accrues to the school system through the cooperative efforts of the Administration and the Orange Teachers Association, the Board of Education establishes the following procedures regarding meetings and communications.

- A. At the beginning of each school year, the Orange Teachers Association working with the Superintendent or his designee may establish a regular Association meeting time on a designated day once each month. The predetermined day of the month shall be selected and remain constant through that school year. The time of the meeting shall be 3:30 p.m. or in the case of an individual building 10 minutes following the dismissal of the students (if in the a.m., the meeting must conclude 15 minutes prior to the start of the formal student day).
- B. Should an officer of the Orange Teachers Organization or a committee chairman (OTA) need to visit a school building for OTA business during the normal teaching day but outside the pupils' school day, notification should be given to each of the building offices involved. If the visits are before or after working hours, notification is not necessary.
- C. If it is necessary for an OTA officer or committee chairman to visit schools during the pupils' school day, those times should be mutually agreed upon by the officer and the Superintendent or his designee and understood by the Principal(s). Such a request may originate from the administration as well as from the Orange Teachers Association.

VII. ASSOCIATION DUES

- A. FAIR SHARE FEE
 - 1. In recognition of the bargaining agents' service, all Employees of the bargaining unit who do not join the Association shall pay a Fair Share Fee. The amount of the fee shall not be more than 100% of

the amount of the Association's United Teaching Profession dues, UniServ fee, and assessments of the Employees of the affiliate representing the bargaining unit. It shall be the responsibility of the Association to prescribe an internal procedure to determine a rebate, if any, for non-Employees which procedure conforms to the provisions of Section 4117.09(C) of the Ohio Revised Code. It is the responsibility of the Human Resource Department to advise newly employed Employees of this provision.

2. The fees shall be prorated for Employees employed for less than a full school year. The Board will automatically deduct the fee beginning with the first pay date which occurs on or after January 15 annually. In the case of Employees first hired after the beginning of the school year, the amount of the fee shall be prorated and the deduction shall commence on the first pay date on or after the latter of (1) sixty (60) days of employment in a bargaining unit position or (2) January 15. The automatic deduction, which does not require written authorization of the Employee, shall follow the deduction schedule established for Fair Share Fee Employees and for the paychecks from which Fair Share Fee dues will be deducted during the period from January 15th through the remainder of the school year. Monthly fee payments will be forwarded electronically to the Association Treasurer by the Board Treasurer. In the event the dues are not able to be transmitted electronically, OEA/OTA shall notify the Office of the Treasurer and, within two (2) business days of such notification, either the transmission of the monies will be completed electronically or a hard check will be issued.

B. DUES DEDUCTION

1. The Board will deduct dues from each Employee's pay provided that the Employee authorizes such deductions in writing on the Ohio Education Association membership receipt forms. Dues deduction authorization shall remain in full force and effect from year to year. By October 1 each year of the contract, the Association will supply the Treasurer with information for the current year's dues deductions, including Employees' names, building assignments, and the total amount to be deducted from each Employee's pay. There will be eighteen (18) equal deductions, starting with the first paycheck in October. The Board's obligation under this article shall cease in regard to any Employee who ceases to earn pay or who leaves the Board's employment.
2. The dues deducted shall be forwarded to the Association Treasurer by the Board Treasurer each month, with the names of Employees having deductions. In the event the dues are not able to be

transmitted electronically, OEA/OTA shall notify the Office of the Treasurer and, within two (2) business days of such notification, either the transmission of the monies will be completed electronically or a hard check will be issued. Dues deductions shall not be provided for any other Employee organization representing Employees except the Association and its affiliates and affiliated organizations. The Association agrees to indemnify and hold the Board harmless against any and all claims that arise out of or are in any way related to the deduction of dues pursuant to this Article.

3. The Association and the Board will give written annual notification to the membership that dues deduction authorization may be withdrawn, in writing, during the period beginning September 1 and ending September 10. In order to withdraw the authorization, the Employee must send written notification to the Board Treasurer and Association President no later than September 10. The Treasurer shall furnish the Association with a list of the withdrawals each September 15. If the dues deduction authorization is not revoked, in writing, during the period specified above, it shall remain in effect.
4. In the event an Employee severs employment or takes an unpaid leave with the District, the balance of the dues owed to OTA for that year shall be deducted from the Employee's last pay check of that year.

VIII. PERFORMANCE OF EMPLOYEES

A. JOB DESCRIPTION

1. A current job description shall be on file in the principal's office for each certified Employee assigned to that particular building. The job description listed in Item 9 below shall be mutually developed by the principal and the certified Employee. Job descriptions do not involve the duties of supplementary contracts. Each job description shall contain, but not be limited to, the following job-related responsibilities:

- | | |
|-----------------------------|----------------------------------|
| 1. Curriculum & Instruction | 6. Staff Relationship |
| 2. Pupil Management | 7. Communications |
| 3. Pupil Planning | 8. Professional Responsibilities |
| 4. Pupil Assessment | 9. Specific Job Responsibilities |
| 5. Classroom Environment | |

2. OTA understands the administration plans to generate new and update existing job descriptions for supplemental contract positions. Upon completion of the drafts, the administration will share such drafts with the OTA president for comment and will consider modifications of the draft to reflect those comments.
3. If a supplemental contract holder is concerned about a change in assigned supplemental duties after the start of the year, which supplemental duties are not reflected, in the view of the contract holder, in the job description, or where no job description for the position has been completed, the OTA President and Director of Human Resources shall meet with the supplemental contract holder and building principal in an effort to resolve the matter. If a resolution satisfactory to the supplemental contract holder and principal cannot be achieved, the supplemental contract holder shall be entitled to resign from the supplemental position and shall be compensated for that portion of contract responsibilities she/he has completed through the date of the resignation.

B. EXPECTATIONS OF EMPLOYEES

1. Employees should have well defined, written goals for instruction arising from and consistent with the applicable course of study. The goals should be fulfilled, as much as possible, through a carefully designed instructional approach. All Employees should develop methods of evaluating their progress.
2. All formal instruction will be based on graded courses of study for the various subject areas. These courses of study are to serve as a framework from which an Employee will develop units of study, individual lesson plans, and approaches to instruction which will serve the students' individual needs at a particular time. These shall be used to map the logical sequence of instruction. The format and content of the lesson plans for each building will be determined by the building principal with input from that building's cabinet. A description of the prescribed format and content will be included in the Employee's handbook for that building.
3. All courses of study shall have objectives that are consistent with state standards and the philosophy of education of the district and allow for the application of a variety of methods and techniques consistent with the instructional program. All Employees who are assigned to work with students in grades K through 12 shall be provided with the most recently revised course of study, which may include the most recent draft revision. Employees will have electronic access to the course of study when same is available.

4. It is the responsibility of each Employee to use only approved courses of study. The supervisors, principals, department heads, and subject specialists shall assist new and experienced staff Employees in implementing courses of study. In all cases, sufficient latitude shall be permitted to provide the Employee with time to teach the current, topical and incidental materials which add to student motivation and meaningful teaching and learning.
5. Employees will give their full attention to their school duties with active participation in the overall program of the school system.
6. A reasonable amount of professional involvement beyond the regular assignment of responsibilities is expected in any teaching position.
7. Some activities do require special training and/or more than a reasonable amount of time. In such cases a supplemental contract is issued which includes such assignments on a yearly basis, and extra compensation is arranged. Every effort will be made to see that first year Employees are given suitable assignments for a beginning Employee.
8. Employees may not be assigned to perform custodial duties, maintenance, cleaning or other work not consistent with their professional assignments, i.e. point systems. Employees would be responsible for classroom pets, plants, and other personal items. Participation in committees and activities, within the school day, shall be voluntary and secured through signup sheets specifying the committee's title and function. In the event administration cannot obtain volunteers for committees/activities, the Orange Teachers Association building representatives will assist in seeking volunteers.
9. Each Employee of the bargaining unit will attend a minimum of four campus/community-sponsored events per school year. Open House will be one of the four events. Events may include concerts, plays, sporting events, graduation, campus events, building events, etc. At the end of each school year the Orange Teachers Association President, Vice President, the Superintendent and a School Board Employee will evaluate this article and may make recommendations as agreed upon.
10. Reading recovery Employees and intervention specialists shall be relieved of their regular teaching assignments to provide substitute coverage only as a last resort.

C. RESPONSIBILITIES WITHIN BUILDING

1. All Employees of the instructional staff assigned to a given building are directly responsible to the principal of that building. All Employees of the supervisory staff who work with Employees or pupils of a building do so in cooperation with the principal of that building.
2. Employees of the faculty who are designated as heads of the English, foreign language, math, science, social studies and special education departments at Orange High School shall be granted appropriate release time each day for departmental duties in addition to their planning period.
3. All faculty Employees are subject to homeroom and/or classroom assignments and when so assigned shall handle all details of records, attendance, social activities, supervision, and other matters related to the assignment.
4. A detailed description of extra duties and responsibilities will be furnished to each appointee at the time the assignment is made.
5. Employees not assigned to homerooms or classrooms may instead be assigned other appropriate responsibilities.
6. Employees have a reasonable responsibility for all school property and equipment.
7. Employees shall complete all necessary school reports and records.
8. Employees shall participate in all appropriate parent-teacher conferences.
9. Employees have a reasonable responsibility for the supervision of students in all areas of the school buildings or the school property. Extreme deviations in the conduct of students and/or others must be reported immediately to the building principal or other appropriate authority.
10. Employees shall attend all faculty meetings or conferences called by department heads or administrators before, during, or after school unless excused by the person calling the meeting or conference prior to the time of the meeting or conference. If the person calling the meeting or conference has not issued an excuse, it is understood that the Employees' meeting or conference takes precedence over any extracurricular duty the Employee may have had and that the Employee must make necessary arrangements. It is also understood that no meeting will be called unless there is time to make these arrangements.

11. Employees involved in regularly scheduled extracurricular activities may receive an excuse from meetings covering the term of this activity. There may be exceptions when all Employees must attend, prior notice having been given. The excused Employee has the responsibility of obtaining a summary of the meeting from the chairperson of the meeting. The administrator or department head responsible for a meeting shall provide a summary for Employees excused due to assignment elsewhere under their teaching contracts.
12. With respect to practice and rehearsal sessions coordinated with staff meetings, no practice or rehearsal sessions of any kind may be scheduled at the time of any staff meeting unless special permission has been given by the person calling the meeting.

D. RESPONSIBILITIES TO STUDENTS

1. Employees are responsible for the nurture and development of each student placed in their care. Wherever possible the student's individual attributes should be taken into consideration in setting goals and expectations for him/her by Employees and the administration.
2. Pupils are the direct responsibility of the classroom and homeroom Employees to whom they are assigned. Pupils may be referred to different Employees or the administration or staff. When this is done, other Employees of the staff will work directly with pupils in cooperation with classroom Employees.
3. Employees will give every reasonable assistance to the pupils in their studies when needed because of excused absence.
4. Employees are responsible for their daily assignment except when relieved by a substitute.

E. PROFESSIONAL GROWTH/CONTINUOUS IMPROVEMENT

1. The District and Association share a commitment to a continuous improvement process, one best achieved through collaborative efforts and one designed to ensure that students of the Orange City School District are receiving a constantly improving quality of instructional services.
2. Recognizing the vital role Employees play in the lives of children through personal influence from continued daily contact in addition to the conventional teaching responsibilities, the Orange Board of Education hopes to create an atmosphere where professional standards are high and professional growth continuous.

Consequently, a program to encourage professional development has been instituted. Education is a constantly changing and growing science and often through returning to formal education by university study and other informal educational experiences an Employee can better keep pace. Participation in any or all of these areas is encouraged.

3. Additional study through a Professional Development Program has been adopted. Application for approval for such study must be made through the building Principal and the Superintendent. If such study is to be considered for licensure, approval must be obtained, as well, through the Local Professional Development Committee as part of the faculty Employees' individual professional development plan submitted to said committee. The Board of Education wishes to know when such approval has been granted and for what courses.
4. In the spirit of professional growth, each Employee is urged to take an active part in professional meetings in his/her field or level of teaching, to cooperate in workshops, and to read and study in his own field and area. The Superintendent is authorized to grant permission for attendance at professional meetings, visits to other schools, and attendance at other in-service activities and is further authorized to allow travel expenses for such visitations (see Ohio Revised Code).
5. Travel Authorization Request Form No. 3000 -- see Forms section at end of this agreement.

IX. PHILOSOPHY OF EVALUATION

[The provisions of Article IX set forth below are subject to modification following completion of the work of the existing evaluation committee and adoption by the Board of an evaluation policy which complies with Revised Code 3319.111. Should the evaluation committee agree upon a standards-based teacher evaluation policy by April 15, 2013, the Board shall adopt the committee's recommendation. If the committee does not agree upon a standards-based teacher evaluation policy by April 15, 2013, the consultation required by Section 3319.111 shall be deemed to have been accomplished and the Board shall adopt a standards-based evaluation policy as recommended by the Superintendent. The timing of all observations and evaluations commencing with the 2013-14 school year shall be in accordance with the timeline set out in Revised Code Section 3319.111.]

- A. Evaluation of teaching and leadership is a process through which there is continuous constructive procedure to improve the quality of instruction and to improve communication in all directions.
- B. Evaluation and observation must be cooperative; the process must provide a foundation for self-evaluation and self-improvement for the

Employee and administrator. Evaluation must be based upon qualitative judgments made with reference to stated criteria.

- C. The evaluation and observation process provides a means of improving individual Employee performance, a means of determining contractual and professional status, and a means of maintaining a permanent record of professional improvements.
- D. The success of any evaluation is based on the assumption that a professional changes his/her behavior as he/she sees the need. The evaluation process should give the individual insight into his professional behavior as a person, as an instructor, as a leader, and as an Employee of an institution dedicated to the education of young people.

X. STANDARDS OF EVALUATION AND RELATED CRITERIA

[The provisions of Article X set forth below are subject to modification following completion of the work of the existing evaluation committee and adoption by the Board of an evaluation policy which complies with Revised Code 3319.111. Should the evaluation committee agree upon a standards-based teacher evaluation policy by April 15, 2013, the Board shall adopt the committee's recommendation. If the committee does not agree upon a standards-based teacher evaluation policy by April 15, 2013, the consultation required by Section 3319.111 shall be deemed to have been accomplished and the Board shall adopt a standards-based evaluation policy as recommended by the Superintendent. The timing of all observations and evaluations commencing with the 2013-14 school year shall be in accordance with the timeline set out in Revised Code Section 3319.111.]

A. CURRICULUM AND INSTRUCTION

- 1. Keep current with developments in subject area specialty, and with related teaching techniques.
- 2. Demonstrates appropriate knowledge of the subject matter in the area of his/her assignment.
- 3. Be aware of needed instructional materials.
- 4. Be aware of proper procedures in obtaining new materials.
- 5. Make use of available materials and visual aids.
- 6. Plans, organizes, and implements lessons that are appropriate.
- 7. Effectively implements instructional methodologies to provide for individual pupil differences.

B. PUPIL MANAGEMENT

- 1. Adapts to different types of students.

2. Promotes high standards of academic and behavioral excellence.
3. Is "guidance-minded" and participates in guidance activities with students.
4. Works to establish professional rapport with students.
5. Is accessible to students and communicates well with them.

C. PUPIL PLANNING

1. Plans and organizes toward behavioral objectives in the cognitive and effective domains.
2. Monitors students' use of classroom materials.

D. PUPIL ASSESSMENT

1. Understands children and is vitally concerned with their growth and development.
2. Assesses individual student progress.
3. Provides appropriate intervention.
4. Recognizes and acknowledges the changing needs of students for information and for guidance and responds appropriately.

E. CLASSROOM ENVIRONMENT

1. Secures active participation of students.
2. Maintains an appropriate instructional atmosphere and environment.
3. Provides for the safety of all students.
4. Displays effective classroom management.

F. STAFF RELATIONSHIPS

1. Exercises tact and good judgment in interpersonal relations.
2. Shows friendliness toward others and has an appropriate sense of humor.
3. Builds and maintains constructive relationships with faculty and other school Employees.

4. Shares willingly materials, techniques, and knowledge with others.

G. COMMUNICATIONS

1. Influences others in a constructive manner.
2. Works to establish professional rapport with parents.
3. Has the ability to convey new knowledge and to apply new methods.
4. Strives to improve the image of the school and school system.

H. PROFESSIONAL RESPONSIBILITIES

1. Appraises realistically his/her effectiveness.
2. Uses a variety of teaching strategies effectively.
3. Utilizes appropriate instructional aids and materials.
4. Understands the school system's philosophy and goals.
5. Follows Board of Education adopted courses of study.
6. Complies consistently with Board of Education policies and punctually with building procedures.
7. Asserts appropriate responsibility in instructional and non-instructional environments.
8. Cooperates and participates in his/her personal evaluation and that of the school program.
9. Accepts constructive suggestions and exhibits disposition to make use of it.
10. Offers constructive suggestions.
11. Continues his/her professional training and growth through both formal and informal activities.

XI. PROCEDURE FOR EVALUATION

[The provisions of Article XI set forth below are subject to modification following completion of the work of the existing evaluation committee and adoption by the Board of an evaluation policy which complies with Revised Code 3319.111. Should the evaluation committee agree upon a standards-based teacher evaluation policy by April 15, 2013, the Board shall adopt the committee's recommendation. If the committee does not agree upon a standards-based teacher evaluation policy by April 15, 2013, the

consultation required by Section 3319.111 shall be deemed to have been accomplished and the Board shall adopt a standards-based evaluation policy as recommended by the Superintendent. The timing of all observations and evaluations commencing with the 2013-14 school year shall be in accordance with the timeline set out in Revised Code Section 3319.111.]

At the beginning of each school year, building principals shall explain and discuss evaluation procedures with the teaching staff.

Observations will contain only directly observed behavior of either the Employee or the students as indicated by Form 4100 as well as comments/suggestions and recommendations arising from the observation. Observations will be of two designations: formal or informal.

A. FORMAL OBSERVATIONS

1. Employees being evaluated will be observed formally at least twice during the school year. There will be no more than two formal observations per week per Employee.
2. Formal observations will be in the classroom and will not be less than thirty (30) minutes in length.
3. Formal observations will be followed by a written report (Form 4100) of the observer within five (5) workdays.
4. The Employee or observer may request a meeting to discuss the written report.
5. Each staff person to be formally observed will indicate to the observer his/her preference regarding pre-noticed or unannounced formal observations.
6. The formal observation process accompanied by a minimum forty-eight (48) hour pre-notice will include the Employee's submission of the appropriate lesson plans to the observer before the observation.

B. INFORMAL OBSERVATIONS

1. Informal observations occur at any time during the school day.
2. Resulting critical comments that may be used in the evaluation process must be shared with the Employee in writing within five (5) workdays.
3. Positive comments and/or suggestions for improvement may be shared informally.

C. EVALUATIONS

1. Evaluations shall be written by the Principal, Assistant Principal, Superintendent and/or his/her designee (Director of Educational Services, Coordinator of Special Education (for Special Education faculty only), or Director of Human Resources), and shall be based on direct observation or professional opinion and each shall be identified as such.
2. Completed Evaluation Forms shall be submitted to the Employee within five (5) workdays following the evaluation conference.
3. Employees have the opportunity to attach written comments to their evaluations. Such comments shall be based on direct observation or professional opinions and each shall be identified as such. Comments shall be presented to the evaluator within thirty (30) days of the receipt of the evaluation form.
4. All areas of concern in the final written evaluation must include an explanation. Each written evaluation of an Employee will clearly state job performance areas which need improvement. These areas are to be discussed for conceptual understanding with input from both the Employee and the evaluator for possible ways of improvement.
5. The final written evaluation also shall include specific recommendations regarding any improvements needed in the performance of the Employee and regarding the means by which the Employee may obtain assistance in making such improvements. Such means may include but are not limited to:
 - a. Attendance at appropriate workshops
 - b. Outside recommended reading
 - c. Additional course work
 - d. Additional classroom observations by an administrator
 - e. Videotaping/analyzing classroom instructions
 - f. Regular submission of lesson planning and student assessment to appropriate administrator
 - g. Documentation of parent communication
 - h. Increased involvement with building and district committees

6. The Employee accepts responsibility for the achievement of the recommendations. The administration has the responsibility of providing active supervision and a supportive environment for the Employee's achievement of the needed improvement.

D. EVALUATION SCHEDULE

1. Limited Contract Employees New to Orange:
 - a. The first evaluation conference will take place before October 31. An Employee/evaluator conference will be held and a written summary on the appropriate form will be received by the Employee within five (5) workdays.
 - b. The second evaluation conference will take place between January 1 and March 15. An Employee/evaluator conference will be held and a written summary on the appropriate form will be received by the Employee within five (5) workdays.
2. Limited Contract Employees NOT New to Orange:
 - a. The first evaluation conference will take place no later than December 15. An Employee/evaluator conference will be held and a written summary on the appropriate form will be received by the Employee within five (5) workdays.
 - b. The second evaluation conference will take place between January 1 and March 15. An Employee/evaluator conference will be held and a written summary on the appropriate form will be received by the Employee within five (5) workdays.
3. Continuing Contract Employees:
 - a. Every fourth year a continuing contract Employee will receive a written evaluation by the appropriate evaluator.
 - b. By October 31, Continuing Contract Employees on the evaluation cycle will meet with the appropriate evaluator to discuss the evaluation process and observation schedule.
 - c. By April 30, an Employee/evaluator conference will be held to discuss observations and provide additional input. This conference will be scheduled within five (5) workdays of the final evaluation meeting.

- d. Final Evaluation Meeting – The Employee and evaluator will review the preliminary draft of the final evaluation. The Employee then receives the final evaluation within five (5) workdays of this meeting.
 - e. Traveling Employees who hold a continuing contract shall have no more than one evaluation per school year.
 - f. Continuing Contract Employees participating in the TAG process may have the formal evaluation process waived.
 - g. Exceptions to the four (4) year cycle will occur when the principal or the Employee requests a formal evaluation be conducted.
4. Non-Formal Evaluation Years for Continuing Contract Employees:
- a. During the other three years the Employee will have a conference by October 15 with an evaluator.
 - b. The purpose of the meeting will be to discuss the Employee's professional goals for the school year.
 - c. Goals will be presented on Form 4200.
 - d. A follow up conference will be held in May or June to discuss the achievement of these goals.
5. Employees Eligible for Continuing Contract:
- a. Candidates for Continuing Contract shall participate in two (2) evaluation periods during the normal school year.
 - b. One shall be in the Fall and the second shall be during the month of February or March.
 - c. The building principal and at least one (1) other evaluator shall be involved in the candidate's evaluation process.
 - d. Other evaluators may include the Superintendent and/or his/her designee, other principals and assistant principals.
 - e. Coordinators and the Athletic Director may have input in this process.
 - f. An evaluation document shall be completed during each evaluation period, discussed with the candidate and formally signed by the parties concerned.

- g. The Employee's signature does not necessarily represent agreement with the comments; it denotes the Employee has read the document and is aware of the comments of the evaluator. A copy of the evaluation shall be provided to the candidate.
- h. The evaluators shall be knowledgeable of the candidate's total teaching role through:
 - 1) Observations of the Employee performing his/her assignments.
 - 2) Reviewing past evaluation records.
 - 3) Job description.
- i. The principal and the administrators shall review the candidate's personnel folder.
- j. The evaluation shall be based on the Orange School's Performance of Employees, Article VII.
- k. Before a candidate's name is submitted to the Superintendent of Schools, an evaluation conference shall be held involving the candidate and evaluators.
- l. The same Evaluation Form used for non-tenure candidates will be used for tenure candidates.

E. Evaluation Forms: All Evaluation Forms, including Forms No. 4000, 4200 and 4000A-F, shall be found in the Form Section of the Collective Bargaining Agreement.

XII. LEAVES OF ABSENCE

Requests for the following leaves will be initiated by the Employee, using the District Leave Form: Personal, Sick, Bereavement, Association, Jury Duty, and Professional.

Requests for all other Leaves per Article XI will be initiated by submitting a letter to that effect to the Superintendent or Designee, copied to the building principal.

A. PAID LEAVES OF ABSENCE

1. PERSONAL LEAVE

- a. Subject to the provisions of this Section, maximum of three (3) Personal Leave days per contract year will be granted to Employees for situations of a personal nature over which the Employee has no control. Unused Personal Leave

days will be added to the Employees' sick days accumulation. Personal Leave days may be used with no reason given; however, reasons not valid for Personal Leave would still prevail.

- b. Personal Leave shall never be used for gainful employment or making application thereof.
- c. Absent the approval of the Superintendent/Designee pursuant to Paragraph f below, a personal day shall not be used on the day preceding or following a school break or holiday, Fridays in May and June, the last Employee workday of the school year or parent-teacher conference days.
- d. One (1) of the three (3) days may be used for:
 - 1) Recreation or vacations;
 - 2) Accompanying spouse on business trip.
- e. Notification for Personal Leave shall be made using the appropriate form and filed through the building principal or supervisor to the Superintendent/Designee at least one week prior to the requested date of leave. This form shall include a statement to be signed by the applicant that the leave is in conformity with the contract.
- f. In the event of an emergency where advance application cannot be made, every attempt must be made to notify some member of the administration (use of substitute calling number is acceptable). Submission of an application for leave should follow the Employee's return. The Superintendent/Designee may grant an exception to this notification requirement due to emergency situations and may approve the use of personal leave on one of the days where use is prohibited as set forth in Paragraph c above at his/her discretion.
- g. The Superintendent/Designee shall make prompt disposition of the application and notice forwarded to the applicant, the appropriate principal or supervisor, and a record made for applicant's personnel file.
- h. Normally, added Personal Leave is not permissible. An exception may be granted by the Superintendent/Designee for just cause.

- i. Evidence indicating to the Board that leave with pay privileges have been abused may be considered just cause for dismissal from service.

2. SICK LEAVE

- a. Sick Leave days shall be cumulative without limit.
- b. Accumulation of Sick Days: Sick days shall be accumulated at the rate of one and one-fourth (1-1/4) days for each month of service completed, computed on a twelve month basis. Each Employee who has fewer than five (5) days Sick Leave credit shall be advanced up to five days at the beginning of a school year. Sick Leave shall be paid and recognized at full-day or half-day increments only.
- c. Sick Leave shall be approved in accordance with the Ohio Revised Code. Proof of reason for absence may be required under this provision.
- d. Resignation Due to Illness: If it should become necessary for an Employee to resign because of illness, the resignation shall become effective at the conclusion of the balance of his accumulated Sick Leave. Proof of the illness shall be required.
- e. Illness in Family: Sick Leave may be used in any school year for care of members of the immediate family who are ill. Immediate family shall be defined as: spouse, children, parents of self or spouse, grandparents of self or spouse, siblings of self or spouse, persons for whom the Employee has primary care responsibility, and any other relative residing in the household.
- f. Days Which May be Deducted from Sick Leave Accumulation: Only days which require Employee attendance as shown by the annual school calendar may be deducted from Sick Leave accumulation.
- g. Days Which May not be Deducted from Sick Leave Accumulation: Days away from the school for which the Employee has been excused by the Superintendent are not deducted from Sick Leave accumulation.
- h. Extended Illness: During periods of extended illness the Superintendent shall be notified in writing of the nature of the illness and an estimated date of resumption of duties.

If the estimated date of return changes, the Superintendent shall be notified.

- i. An Employee may donate accumulated sick days to another Employee who has run out of sick days.
- j. Form No. 9999 -- See Forms section at end of this agreement.

3. BEREAVEMENT LEAVE

- a. Death in the immediate family: Five (5) days annually shall be available to an Employee for death in the immediate family after which the Employee may draw from Sick Leave. Immediate family shall be defined as: spouse, children, grandchildren, parents of self or spouse, grandparents of self or spouse, siblings of self or spouse, persons for whom the Employee has primary care responsibility, and any other relative residing in the household.

4. PREGNANCY/MATERNITY LEAVE

- a. An Employee requesting leave for pregnancy or an Employee requesting leave following delivery of her child must satisfy the procedural prerequisites established by the Ohio Revised Code. In addition, the Employee must file a written request for leave as far in advance as possible for the anticipated beginning of the leave, and such request must indicate:
 - 1) The date on which the Employee wishes to begin leave;
 - 2) The date to which the Employee wishes the leave to extend;
 - 3) The type of leave which the Employee wishes to take; and
- b. Upon returning, within their contract period, the Employee will be reassigned to a position for which he/she is certified/licensed.
- c. Any combination of the following shall be available to a pregnant Employee or an Employee following delivery of her child:

- 1) Sick Leave (Article VIII, Section A, Subsection 2) on the same terms that Sick Leave is available for any other disability, or
- 2) If a pregnant Employee or an Employee following delivery of her child wishes to be absent from work for a period of time longer than the period of actual physical disability, a limited contract Employee may request Extended Leave of Absence (Article VIII Section B Subsection 1) for an appropriate period of time that may be available within her contract period and a continuing contract Employee may request either the balance of the school year or the balance of the school year and the succeeding school year.
- 3) Medical Leave of Absence (pursuant to Article VIII Section B Subsection 2) on the same terms available to an Employee with any other long term illness or physical disability.

- d. A pregnant Employee upon delivering during, or within 10 days prior to the start of, the Employee school year is granted up to ten (10) days of paid Maternity Leave (not taken from sick days).

5. PATERNITY LEAVE

An Employee, contiguous to his pregnant mate's delivery and/or release from the hospital during, or within 10 days prior to the start of, the Employee school year, is granted up to ten (10) days of paid Paternity leave (not taken from sick days).

6. ADOPTION LEAVE

- a. An Employee adopting a child during, or within 10 days prior to the start of, the Employee school year shall be granted ten (10) days of paid Adoption Leave (not taken from sick days).
- b. In addition to the paid adoption leave an Employee may elect to request either paid Sick Leave (Article VIII, Section A) or Medical Leave pursuant to (Article VIII, Section B).
- c. If an Employee adopting a child wishes to be absent from work for a period of time longer than the paid Sick Leave, a limited contract Employee may request Extended Leave of Absence pursuant to Section VIII, Section B below for an appropriate period of time that may be available within his/her contract period and a continuing contract Employee

may request either the balance of the school year or the balance of the school year and the succeeding school year.

7. ASSOCIATION LEAVE

- a. Absence of an Employee when occasioned by attendance at an Employee organization meeting or convention may be permitted with regular pay.
- b. During any contract year, representation shall not exceed two (2) per conference nor a total of more than four (4) Employee days.
- c. The allowed days will not be deducted from either the Employee's Personnel Leave or his/her Sick Leave.
- d. In this instance the application shall bear the signature of the applicant and the president of the local organization and shall be forwarded through the building principal or supervisor to the Superintendent/Designee.

8. EXCHANGE TEACHING LEAVE

- a. Upon the recommendation of the Superintendent, the Board may approve an Employee exchange program. When an Employee is to participate in such a program, the following items shall be in effect:
 - 1) Any such request shall be judged by the Superintendent upon its merits, namely what benefits to the students of Orange Schools may be derived through such an exchange.
 - 2) The number of exchanges shall be limited to not more than three in any one year, and these shall be equally divided among the instructional divisions.
 - 3) The plans as formulated by the Office of the United States Commissioner of Education where such exchange Employee remains under control of the home district in the matter of pay, tenure, and other related consideration shall be in full effect in this district.
 - 4) Leave for exchange shall be for one year only and for not more than once in any five-year period.
 - 5) The Employee coming to Orange shall speak English and may be a citizen of any country maintaining satisfactory diplomatic relations with our government.

- 6) Any Employee, upon completion of an exchange of teaching assignment, shall agree to return to the service of the Board and to continue such service for a period of at least two years.
- 7) The Board desires advance information concerning applications for participation in this program.

9. JURY DUTY LEAVE

- a. An Employee who is absent for jury duty or to serve as a witness under subpoena in litigation in which neither the Employee nor a member of his/her immediate family is a party shall be granted leave without loss of pay or other leave for such service.
- b. The Employee shall not be required to remit to the Board any fee, expense or other compensation received for such services as a juror or witness.
- c. The Employee shall be required to submit to the Board a copy of the jury summons or subpoena as verification of the leave.
- d. An Employee who participates on non-working days on behalf of the Board in school-related litigation shall be compensated at her/his respective per diem rate for each day of such service.

10. SABBATICAL LEAVE

- a. Employees may be granted a leave of absence for professional development.
- b. Application must be made by March 1 before the year of the requested leave. An applicant must have completed a minimum of six (6) years of service in the Orange Schools immediately preceding the sabbatical leave. Applicants for a first sabbatical will have priority over those who have taken such leave previously. Qualified applicants will be granted leave in order of seniority. Applicants will be notified of Superintendent's recommendation for requested leave by April 20 before the year of the requested leave. Upon Superintendent's recommendation, the Board may grant leaves (no more than three per school year).
- c. Compensation from the Board shall be the difference between the lowest salary paid that year to an Employee and the expected salary of the Employee on leave.

- d. While on sabbatical leave, an Employee shall retain all rights of seniority, tenure, retirement, insurance, benefits and salary schedule advancement. The Board and Employee shall each pay their normal amount toward retirement, insurance and benefits. At the end of the leave, the grantee shall be assigned to a position in the Orange Schools for which he/she is certified and which is comparable to the position held immediately prior to the leave.
- e. A sabbatical leave plan, progress report and evaluation must be filed with the Superintendent.

11. ASSAULT LEAVE

- a. If, as a result of job related activities, an Employee is assaulted, resulting in physical injury to preclude the satisfactory performance of regular duties, the Employee shall be granted Assault Leave.
- b. Such leave shall be separate from Sick Leave or Personal Leave for a period of incapacitation.
- c. To be eligible for such leave, the assaulted Employee shall initiate prosecution. However, this requirement for leave eligibility may be waived with the agreement of the Superintendent or designee, in which event the Employee shall receive assault leave pay.
- d. In the case of injury or visible disfigurement which causes embarrassment to the Employee, assault leave shall be granted.
- e. Assault is defined as the intentional, knowing or reckless causation of physical harm to the Employee by any other person. This Article is also intended to apply to injuries suffered by the Employee during the course, or as a result, of an assault upon third person(s).
- f. Payment of assault leave shall be at the Employee's per diem rate in effect for such Employee at the time of such assault, less any compensation to which the Employee is entitled under the Worker's Compensation Act of Ohio.
- g. If court action results, said Employee shall be granted assault leave of professional duties not to be taken from Sick Leave or personal leave with no loss of pay for necessary time in court.

- h. An Employee temporarily disabled as a result of a physical assault shall be returned to the same position as held at the time of the incident if during the same school year or a position of equivalent pay and equivalent duties if the return is during the next school year. If the Employee so desires, a transfer to the first available position carrying equivalent pay and equivalent professional duties for which the Employee is certified will be granted.

12. PROFESSIONAL LEAVE

An Employee who wishes to attend a professional conference or engage in some other form of professional activity that will require her/his absence from regular teaching duties may seek approval for same by submitting a completed application form at least two (2) weeks in advance to the building principal, who will recommend approval or disapproval of the request to the Director of Educational Services. If the Employee's request is denied, the Director or building principal will advise the Employee of the reasons for the denial.

B. UNPAID LEAVE OF ABSENCE (Definition and Related Factors)

A leave of absence is a period of extended absence from duty by an Employee of the Board of Education for which written request has been made and formal approval has been granted by the Board of Education. Without request, the Board of Education may grant leave of absence to an Employee because of physical or mental disability. All such leaves are without pay unless otherwise indicated by the Board.

1. EXTENDED LEAVE OF ABSENCE

- a. A leave of absence without pay may be granted upon the recommendation of the Superintendent to an Employee for educational purposes and for personal reasons such as long term illness in the family, legal responsibility, etc. This leave time may only be granted within the Employee's contract period.
- b. On or before March 1 of the school year of the leave of absence, the individual on leave must inform the Orange Board of Education in writing his/her intention for the coming school year.
- c. Upon the Superintendent's recommendation, a leave of absence of one year or less may be granted by the Board of Education if a suitable replacement can be found for the term of the leave.

- d. Insurance coverage while on leave or reduction: Employees who wish to continue such coverage shall pay 102% (100% benefits, 2% administrative cost) of all benefits while on leave. These benefits will consist of COBRA, which includes hospitalization, major medical, vision and dental. Life Insurance will not be offered to Employees on leaves of absence.

2. MEDICAL LEAVE OF ABSENCE

Long-Term Illness or Disabilities – Upon written request and with appropriate medical certification, the Board shall grant an Employee up to a two (2) year Medical Leave of Absence.

3. FAMILY AND MEDICAL LEAVE ACT (FMLA)

All Employees of the bargaining unit shall have the right to utilize the Family and Medical Leave Act in accordance with Federal and State Laws.

4. INSURANCE COVERAGE WHILE ON UNPAID LEAVE OR REDUCTION (EXCLUDES FMLA)

Employees who wish to continue such coverages shall pay 102% (100% benefits, 2% administrative costs) of all benefits while on leave. These benefits will consist of COBRA, which includes hospitalization, major medical, vision and dental. Life Insurance will not be offered to Employees on leaves of absence.

XIII. EMPLOYMENT

A. LIMITED CONTRACTS

1. Limited contracts are governed by the provisions of the Ohio Revised Code. An Employee who fails the Praxis II Examination shall be deemed to have her/his employment automatically terminated upon receipt by the Board of notice of such failure.
2. An Employee employed for a specific period of time in a specific teaching assignment to cover a vacancy of a known duration ("long-term substitute Employee") shall be deemed to automatically expire at the close of said period, without need for Board action to non-renew. In instances where a long term substitute Employee is employed for a complete year, compliance with the evaluation procedure set forth in Article VII of this agreement shall be in effect.
3. When a long-term substitute Employee is employed for either the first or second semester, one evaluation/observation shall be given.

A long-term substitute Employee employed for less than a full semester shall not be evaluated. Service as a long-term substitute Employee shall not count toward eligibility for continuing contract status.

B. EMPLOYMENT/REEMPLOYMENT OF STRS RETIREES

1. An Employee retired under the provisions of the State Employees Retirement System, including those who have retired from the Orange Schools, shall be treated as a newly employed Employee.
2. For purposes of salary schedule placement, a minimum of 5 years' experience and the appropriate degree columnar placement shall be given. Such Employee shall not be required to be part of the District's mentoring/entry year program.

C. CONTINUING CONTRACTS

1. Continuing contracts are governed by the provisions of the Ohio Revised Code. The granting of a continuing contract on the part of the Orange Board of Education carries with it a mutual responsibility between the recipient and the school in working together to secure the finest possible educational program for the students at Orange. In order that this goal may be reached, it is necessary to evaluate carefully each Employee who by law becomes eligible for continuing contract consideration.
2. Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent and Director of Human Resources, by October 1 of the school year in which the teacher becomes eligible.

D. PART-TIME EMPLOYEES

1. Every effort will be made to assign part-time Employees to a contiguous "block of assigned time" for the determination of compensation for employment.
2. Every effort will be made to assign only one part-time Employee in any high school department or single grade level in the other buildings. Any newly created part-time position shall be cause for notification to the Orange Teachers Association President/Vice President.
3. Part-time contracts shall be calculated according to the following principles:

- a. The percentage of the full time contract for which the part-time Employee is paid will be determined by the maximum instructional contact time of a full-time Employee in that building. Example:

$$\frac{\text{Amount of Contact Time for Part-time Employee.}}{\text{Maximum Instructional Contact for Full-time Employee}}$$

- b. The percentage contract determined in 3a above will be applied in determining planning/conference and lunch. These times will be proportional to the part-time contract percentage. The remaining time will be assigned by the building principal as duty time.
- c. Part-time Employees employed by contract determined in 3a above as half-time or more can receive health care package (hospitalization, major med., vision, dental and life insurance), 25% paid by part-time Employee and 75% paid by Board of Education.
- d. Every three (3) years, all part-time certificated/licensed Employees of the District may be required to submit to a BCII check. Any cost associated with the BCII check will be borne by the Board. The BCII check will follow the procedures set forth in Revised Code §3319.39. Any Employee whose record indicates an employment-disqualifying offense through the BCII process may be recommended for termination of employment. Any Employee who is on a limited contract whose returned BCII check indicates one or more disqualifying offenses shall be deemed automatically non-renewed at the close of that school year.

E. JOB POSTING

1. The staff shall be notified of all available certified vacancies by means of an electronic posting using the District's email system, which notice shall be posted at least three (3) working days prior to filling the opening. Exceptions would occur when a position must be filled in less than three (3) days. (Example: A resignation three days before the start of school following a vacation period.)
2. The job opening notice shall contain a brief description of the position and job qualifications. Employees should keep on file at the personnel office their requests for consideration of any position in which they may be interested. The Association President, or his/her designee, will be given 45 minutes away from his/her

assigned duties to post certified vacancy openings. The job opening notice shall contain a brief description of the position and job qualifications. Employees should keep on file at the personnel office their requests for consideration of any position in which they may be interested. The Unit President, or his/her designee, will be given 45 minutes away from his/her assigned duties to post certified vacancy openings.

3. The position of an Employee on a leave of absence for a full school year shall be considered a temporary vacancy, provided the vacancy is known by April 1 of the preceding school year. Where feasible and where posting and filling that temporary vacancy for a full school year with another Employee will not be educational disruptive, the position shall be posted and may be filled with a current faculty Employee. Upon return of the Employee from the full year leave of absence, the Employee assigned to the temporary vacancy shall return to her/his former or a comparable teaching position.
4. Part-time faculty Employees will be guaranteed an interview when applying for a posted position.
5. Where the administration determines that internal and external candidates are equally qualified for a posted position, preference in filling the position will be afforded the more senior current Employee.
6. OTA membership shall be notified by a posting of all supplemental contract vacancies and shall be given first consideration for such supplemental positions.

F. JOB BIDDING

1. Employees interested in a position vacancy shall submit a letter of application to the personnel office.
2. The application should contain full details and qualifications for the position desired.
3. The personnel office shall schedule interviews with certified candidates as appropriate.

G. NOTIFICATION OF JOB APPOINTMENT

Following the selection process, each applicant shall receive notification of the final decision regarding the appointment.

H. REDUCTION OF CONTINUING CONTRACTS

1. When, by reasons of decreased enrollment of pupils in the District, financial reasons or return to duty of regular Employees after leaves of absence, and other circumstances, the Board of Education determines that it is necessary to make a reduction in the number of Employees., the following procedures shall apply.
2. Those Employees holding continuing contracts shall not be considered for the purpose of staff reduction until such time as all limited contract Employees within the teaching field affected have been released.
3. In making such the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to Employees on continuing contracts and to Employees who have greater seniority, provided that the Board shall not give preference to any teacher based on seniority except when making a decision between teachers holding continuing contracts in the same area of licensure who have comparable evaluations.

I. REDUCTION OF LIMITED CONTRACTS

When in the judgment of the Board it is necessary to reduce the number of Employees of the bargaining unit holding limited contracts by suspending same for the same reasons as provided above with respect to the reduction of employees holding continuing contracts, the following procedures shall apply:

1. Attrition: Where known and where possible, the number of persons affected by such suspension will be kept to a minimum by not employing replacements insofar as practicable for Employees who retire or resign or whose limited contracts are not renewed.
2. Reduction Other Than by Attrition: In reducing Employees on limited contracts within areas of certification/licensure or specialties affected by the suspension, preference shall be given to Employees with greater seniority in the District unless it is plainly necessary to resort to other criteria to meet the curricular needs and educational goals of the system. As well and as with respect to teachers holding continuing contracts, the Board shall not give preference to any teacher on limited contract based on seniority, except when making a decision between teachers holding limited contracts in the same area of licensure who have comparable evaluations where the more senior teacher will be given preference. The Superintendent shall determine, subject to Board confirmation, the

specific areas of certification/licensure and the specialties, as well as the specific positions and/or work locations to be affected by the reduction in force.

J. RECALL

An Employee whose name appears on the Seniority RIF list (see definition in Article I) shall be offered reemployment when a position becomes available for which he/she is appropriately licensed. Continuing Contract Teachers shall be eligible for recall in the order of seniority to vacancies for which they are appropriately licensed provided that seniority shall not be the basis for reemployment of the teacher except when making a decision between teachers holding continuing contracts in the same area of licensure who have comparable evaluations. Teachers holding limited contracts shall be eligible for recall to positions for which they are appropriately licensed, provided that all continuing contract teachers who are similarly licensed have been offered recall, and provided that when making a recall decision between teachers holding limited contracts in the same area of licensure, the more senior limited contract teacher shall be recalled provided evaluations are comparable

Notice of Recall

1. If a vacancy becomes available, the Board shall recall the Employee to active employment status by giving written notice (certified mail) to the Employee. Said written notice shall be sent to the Employee's last known address. It shall be the responsibility of each Employee to notify the Board of any change in address. If the Employee fails to accept reemployment in writing, he/she shall be deemed to have rejected the offer and shall be removed from the Seniority RIF list. Written notice of acceptance of reemployment must be postmarked within ten (10) calendar days from the date notification was delivered, but if notification is delivered after August 15 or during the school year, notice of acceptance must be postmarked within five (5) days of receipt of notification.

2. Time on Seniority RIF List and Status Upon Return

Each Employee shall remain on the Seniority RIF list for twenty-four (24) months from his/her last day of active service in the system unless he/she fails to accept a recall or waives his/her recall rights in writing.

- i. State and Federal Law
Exceptions to preference for retention or recall based on seniority may also be made when necessary to do so in order to comply with state and federal laws regarding employment.
- ii. Grievance

Only the procedure by which reduction in force is carried out shall be subject to the arbitration provisions of this agreement. Thus, for example, the reasons for RIF as determined by the Board are not subject to the arbitration provisions of this agreement.

K. COMPLIANCE WITH LAW AND THE AGREEMENT

Nothing contained herein shall abridge the Board's right to non-renew the limited contract of an Employee in accordance with the Ohio Revised Code.

L. DISCIPLINARY ACTION AND CONFERENCES

It is recognized that the Administration and the Board under the Ohio Revised Code, Section 3319.16 has the right to discipline or discharge employees for just cause. Discipline may include oral and written warning, oral or written reprimands, and suspensions. Copies of all written warnings, reprimands and suspensions shall be forwarded to the individual as well as placed in his/her personal file.

The appropriate administrator will hold a conference with a unit member for the purpose of discussing any disciplinary problem. This conference may be private, or if the unit member desires, he/she is permitted to have one association representative present.

M. ASSIGNMENT AND TRANSFER

1. Employee-Initiated Written Request for Change of Assignment or Transfer

a. When an Employee desires a change of assignment or transfer within his/her present building the Employee shall submit a written request to the Principal. The Principal, with the approval of the Superintendent, shall meet with the Employee to discuss the request. The Superintendent/Designee shall notify the Employee and appropriate administrators as to the approval or denial of the request.

b. When an Employee desires a change of assignment or transfer between buildings, the Employee shall submit such a request to the Superintendent/Designee. Following the request, with the approval of the Superintendent, a meeting shall be held with the Employee and appropriate administrators as to the approval or denial of the request.

2. Administrator-Initiated Change of Assignment or Transfer

- a. When it is necessary to effect a change of assignment within a building the Principal with the Superintendent's approval will confer with the Employee(s) concerned. If a change of assignment is made, such change shall be executed by letter(s) from the Superintendent/Designee to Employee(s) and appropriate administrators.
- b. When it is necessary to effect a change of assignment between buildings, the personnel office with the approval of the Superintendent will confer with concerned Employee(s) and administrators. Notification of any resulting change shall be made by letter(s) from the Superintendent/Designee to all Employee(s) and administrators concerned with the decision.

N. GENERAL STAFF SCHEDULES AND HOURS OF EMPLOYMENT

1. The requirements of the State Department of Education must be met with an appropriate schedule of classes and activities. Quality staff assignment will help facilitate the successful accomplishment of these requirements. Assignments will consider appropriate factors so that each staff Employee will have adequate opportunity to successfully meet his/her instructional expectations.
2. To promote quality teaching and to strive for scheduling equity, the following criteria shall be considered in establishing Employee schedules:
 - a. Number and length of class assignments.
 - b. Number of pupils involved.
 - c. Number of different preparations.
 - d. Preparation time differences.
 - e. Assigned duties.
 - f. Expectations for individualized student attention.
 - g. Parental contact expectations.
 - h. Multi-building assignments.
3. Tentative opening and closing hours of the school day for the next school year will be announced in June for each building before the last day of any school year.

4. Notification of tentative teaching schedules shall be completed by the last day of any school year.
5. The length of the workday for an individual Employee shall not be more than seven (7) hours forty-five (45) minutes except on days of regular scheduled meetings or emergencies. The use of classrooms before and after the student day but still during the Employee day is determined by an agreement of the Principal and the Employee who normally has that classroom assigned to him/her. Outside of the scheduled workday, a Employee may work at his/her desk in the classroom while non-school activities are in progress.
6. On a voluntary basis and in agreement with administration, a full time tenured Employee may adjust but not extend his/her contiguous work hours to improve the education program. Form 9250 must be submitted to the building principal prior to approval by the superintendent.

O. MEETINGS

1. Regular meetings of staff, departments, or levels conducted before or after the school day shall be included on the calendar at the beginning of the school year.
2. Not more than one such regular meeting per week will be scheduled except in the case of bona fide emergencies as identified by the administration.
3. Meetings will be organized effectively with an agenda, distributed to the membership the day before the meeting is held, which should include only items that require staff attention in a meeting form and will not require Employee attendance in excess of sixty (60) minutes even though the meetings may last longer for other participants and/or Employees who wish to stay past the hour. Employees who leave at the hour limit or who miss the meeting are responsible for obtaining any information shared at the meeting.
4. Committee meetings may also take place. Participation in committees/activities that necessitate the performance of additional duties or attendance at meetings outside the seven (7) hours forty-five (45) minutes shall be voluntary and shall be secured through sign-up sheets specifying the committee's title and function without discussion or pressure for participation. Meetings will not exceed sixty (60) minutes. A committee membership list shall be posted by the Principal in each building in September and updated monthly.

5. In-staff assessment teaming meetings will not require Employee attendance in excess of sixty (60) minutes.

P. PREPARATION AND CONFERENCE TIME

1. Within the Employee day of seven (7) hours and forty-five (45) minutes, Employees at Moreland Hills, Brady Middle and the High Schools will be scheduled for a 30 minute, duty-free, uninterrupted lunch period and a daily average of 120 minutes (600 minutes per 5-day week) for preparation and conferences unless there is an assembly or special schedule.
2. For personal reasons during the defined school day, staff may obtain from the Principal or his/her designee, approval to leave the assigned building. Teachers may leave during their duty-free lunch provided they notify the office upon their departure and return.
3. Effective for the 2012-13 school year, Orange High School Employees will be scheduled for a 30-minute, duty-free, uninterrupted lunch period and a daily average of 120 minutes (600 per 5-day week) for preparation and conferences unless there is an assembly or special schedule. High school Employees will have an average of two periods and 45 pre- and post-school minutes for preparation and conferences unless a special schedule is in effect. (English Employees will have additional time for preparation if possible.) For the 2013-14 and subsequent school years the school day for Orange High School faculty shall be as set out in (P)(1)

Q. CLASS AND SCHEDULE ASSIGNMENT

1. For the 2012-13 school year Orange High School Employees will have five instructional assignments per day or four instructional assignments and one full period duty per day. Duties may include writing lab, math lab, study hall, cafeteria, commons, hall monitor, resource, AEP in school, detention/time out, proficiency class, building level substitute Employee and/or other "like" assignments. There will be no reduction of Employees specifically due to any reconfiguration of the high school day during the life of this Agreement. This provision shall not be in place for the 2013-14 and subsequent school years; instead the daily schedule shall follow (P)(1) above.
Effective with the 2012-13 school year, in the event a high school teacher has more than 600 minutes of planning and conference

time per week, that teacher may be given an additional "Instructional Support Assignment" that may include:

- Wednesday morning intervention and OGT Academy
- Content-area support
- Time scheduled for targeted intervention
- Home Base
- ESL support
- Flex Credit (if more than 3 flex credit plans are to be assigned to a single teacher the principal will notify the OTA President and shall be available for consultation regarding the assignment)

Subject to licensure, certification and faculty member expertise, the administration will first assign the extra Instructional Support Assignment to a high school teacher that does not have 5 instructional assignments.

All teachers considered for the assignment of flex credit students shall be notified and provided copies of the credit flex plans two (2) weeks after the assigned deadline dates for project plan submission.

The teacher to be assigned, in consultation with the department chair, shall have the right to request modifications without extending the timelines in Board policy.

A change in the instructional schedule at the high school will be considered a material change in the working conditions and shall be subject to mandatory bargaining.

There will be no reduction of Employees specifically due to any reconfiguration of the high school schedule or use of the unassigned time described earlier in this section for the life of this agreement.

2. When developing building duty schedules, administrators shall, whenever possible, attempt to balance the amount of planning time proportionately for each Employee within the building.
3. Employees may be scheduled, as a specific duty, as building level substitute Employees.
4. The current schedule shall be retained for the duration of this Contract, unless modified by agreement of the Association and Board.
5. When curriculum changes are scheduled, in-service time will be used to discuss and plan the impact on schedules, curriculum and responsibilities resulting from such additions.

6. Class size

- a. Normally, class size shall not exceed twenty-four (24) in academic classes and twelve (12) in "basic" or remedial academic classes.
 - b. The Board will make every effort to limit inclusion classes to a maximum of (20) twenty students.
 - c. Classes where student safety might be an issue due to the use of power equipment shall not exceed an appropriate cap set by the instructor and building principal and approved by the Director of Human Resources and Pupil Services.
 - d. In classes designated as computer classes, class size normally shall not exceed the number of available computer workstations; however, students may share workstations.
7. In scheduling students in the classes, guidance counselors and administrators shall take into consideration the needs, talents and abilities of the students and shall make an attempt to allocate the assignment of students with special needs among faculty Employees in that subject area and grade level. Counselors shall consult with special education Employees in making classroom assignments of special needs students.
8. Student-Employee ratio reporting: The reporting of student-Employee ratios shall be accomplished using only classroom instructional staff. Librarians and guidance personnel will not be used in formulating this ratio except where mandated by a requesting institution.
9. Primary case managers with responsibility for students on IEPs shall be provided two release days for the purpose of preparing individualized educational programs and consulting with colleagues. In appropriate cases, the case manager may request additional release time of the coordinator of special education and building principal.

R. TRAVELING EMPLOYEES

1. When an Employee is assigned to be a traveling Employee, the building in which the Employee is assigned to be evaluated shall be the Employee's home building for the purposes of routine and daily operations, e.g., staff meetings, conferences, open house and compensation days. This arrangement shall be communicated in

writing to each traveling Employee before the first student day of each year. No traveling Employee assignment shall exceed the contractually agreed upon length of workday.

2. In the event that attendance at a critical staff meeting is required of a traveling Employee which is different from the home building's schedule, the Employee shall be notified at least one week in advance and the Employee's attendance at a subsequent home building staff meeting shall be waived.
3. Changes of schedules (Example: assembly schedules) in buildings must be planned and shared with traveling Employees by the Principals so that pupils are properly supervised at all times and the traveling Employee can plan and adjust to such schedule changes.
4. Traveling Employees will be scheduled for a 30-minute, duty-free, uninterrupted lunch period, 20 minutes travel time per building change, a reserved parking space at each building, and a daily average of 120 minutes (600 per 5-day week) for preparation and conferences unless there is an assembly or special schedule. To accommodate instruction schedules, the affected Employee, OTA president or designee, and the Superintendent or designee may agree to adjust a travel time as needed for individual specific circumstances for a building change—but never less than 20 minutes.

S. MEDICAL EXAMINATION

Upon initial employment each professional staff Employee shall present medically acceptable evidence of freedom from tuberculosis in a communicable stage. Upon the recommendation of the Superintendent, the Board may require an appropriate examination at Board expense.

T. FINGERPRINTING

Fingerprinting will be mandatory for all new Employees.

U. BCII CHECKS

1. All teaching Employees new to the District shall be conditionally employed until the Board receives the results of a criminal records check from the Bureau of Criminal Identification and Investigation ("BCII").
2. The Board shall initiate the BCII check as promptly as possible, and in no case later than three business days following Board approval of conditional employment of a teaching Employee. During that period of conditional employment, the new teaching Employee shall

be considered an Employee of the bargaining unit represented by the Association and entitled to all provisions of the Board-OTA Agreement.

3. If the report received from BCII indicates that the individual does not qualify for employment as defined in Revised Code Section 3319.39(B)(1), the individual shall be informed that she/he is being released immediately from conditional employment and the reason, i.e., the report from BCII, for the release.

V. PERSONNEL FILES

The Superintendent will develop and implement a comprehensive and efficient system of personnel records, under the following guidelines:

1. A personnel folder for each Employee will be accurately maintained in the district office.
2. Personnel folders will contain records and information relative to compensation, payroll deductions, evaluations, and such information as may be required by the State or Federal government or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source will not be placed in a staff Employee's file.
3. The law requires that all public records be promptly prepared and made available for inspection to any Employee of the general public at all reasonable times during regular business hours. Upon request, the person responsible for maintenance of the public records is required to make copies available at cost, within a reasonable period of time.
4. The public will have access to all records in the personnel file with the following exceptions:
 - a. Medical records
 - b. Records pertaining to adoption, probation, or parole proceedings
 - c. Trial preparation records
 - d. Confidential law enforcement investigatory records
 - e. Records of which the release is prohibited by State or Federal law.

5. Each Employee will have the right, upon written request, to review the contents of his/her own personnel file. Requests will be made to the Superintendent/Designee and scheduled for a time convenient for the parties involved.
6. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff Employee and will become part of the Employee's personnel file.
7. Personnel records should be reviewed only in the confines of the Superintendent's office or the Board's office.

W. HEALTH AND SAFETY

1. Maintenance of Health and Safety
 - a. The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause serious physical harm to Employees. The Board or its designee shall provide a written response to any health concern issues received in writing from any Employee within ten (10) working days of receipt of said concern. A copy of the response shall be provided to the Association President.
 - b. The Board retains exclusive authority to adopt and implement policies and procedures required by ORC Chapter 4167, by the division of Occupational Safety and Health, by the Public Employee Risk Reduction Advisory Commission, and/or any other rules and regulations adopted under the authority of Chapter 4167.
2. Notification
 - a. Except for a condition which the Employee, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her, an Employee should report an alleged health or safety violation to his/her principal within two (2) workdays of the alleged violation.
 - b. Before exercising his/her right to refuse to work because of a condition which the Employee acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her, the Employee must immediately notify his/her supervisor of the condition. The Employee may be temporarily reassigned while the condition is being investigated and/or ameliorated.

3. No Reprisals

There shall be no reprisals, restraints, interference, coercion or discrimination against an Employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public Employee reasonably believes presents an imminent danger, or for any other participation in the Health and Safety Program.

4. Health Supplies

- a. The Board shall ensure that in the main office of each building and in every lab, there shall be adequate first aid kit(s) which shall be maintained.
- b. The Board shall provide on every floor of every building an adequate supply of disposable rubber gloves.

5. Safety Drills

- a. Consistent with current directives from the State Fire Marshall, the Director of Business Operations, through the Safety Committee, will establish and disseminate a calendar prior to the start of the school year for the conduct of mandated fire and tornado drills and other drills appropriate for the protection of students, faculty and staff.
- b. Under the direction of the Director, the Committee's recommendations will provide latitude to the buildings in scheduling to take into account weather, testing and other pertinent factors.
- c. The Director and Committee will also provide guidance to building leadership on steps to inform substitutes and visitors of required actions in the event of a safety drill.

XIV. SALARY

Effective with the 2013-14 school year, the salary schedule shall include a "zero" step, which shall be calculated at 0.05 below step one of each column of the salary schedule. So, for example, a teacher initially employed beginning with the 2013-14 year with a bachelor's degree and not entitled to credit for any years of experience prior to coming to the District shall be placed at the bachelor's column at step zero, with an index of 0.950 of the B.A. base salary. As well, a teacher initially employed by the Board beginning with the 2013-14 year with a master's degree and, for example, being credited with five (5) years of experience shall be placed at step 4 of the masters column of the salary schedule, with the five (5) years credit counting as step zero through 4.

A. SALARY INCREASES

1. For the 2012-13 school year, the salary schedule in effect for the 2011-12 school year shall continue without change, provided that eligible teachers shall advance on experience steps and academic training columns. For the 2012-13 school year, any teacher who does not receive an experience step adjustment shall receive a one-time stipend equal to 1.25% of that individual teacher's 2012-13 teaching salary as set forth in the salary schedule in the appendix to this Agreement.
2. A 1.8% salary increase above the 2011-12 salary schedule will take effect for the 2013-14 school year, placing Orange School District at a base of \$45,423 at the BA step 1.
3. A 1.9% salary increase above the then-current salary schedule will take effect for the 2014-15 school year, placing Orange School District at a base of \$46,286 at the BA step 1.

B. SALARY SCHEDULES ITEMS

1. All Employees shall be paid in accordance with the salary schedules included in this Agreement which are the Employees' Salary Schedule and the Supplemental Salary Schedule.
2. Salary Schedule Columnar Placement - Upon hire, Employees shall be placed on the appropriate column of the salary schedule. The BA+15 Hours column designation shall mean that the Employee completed 15 semester hours of graduate courses after conferral of the B.A. degree. The MA+15 Hours column designation shall mean that the Employee completed 15 semester hours of graduate courses after conferral of the M.A. degree. The MA+30 Hours column designation shall mean that the Employee completed 30 semester hours of graduate courses after conferral MA degree. The PhD/ED column designation shall mean that the Employee has been conferred with a PhD or ED.
3. Employees who were employed prior to the 1996-97 school year who have earned a salary placement of BA or BA 150 and are on Step 16 or greater at the beginning of the 1996-97 school year will be placed on the appropriate column and will continue to receive increments as listed on the Grandfathered Salary Schedule.
4. Employees who were employed prior to the 1996-97 school year who have earned professional credit hours and will be placed on the BA+15 or the MA+15, or MA+30 columns of the salary schedule, will also receive the "difference" of professional credit hours if the dollar amount is greater than the column increase.

5. Employees who were employed prior to the 1996-97 school year and were placed on the B+150 salary schedule will be placed on the B+15 column until conferral of M.A. degree.
6. See end of this agreement for salary schedules.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Salary Schedule Step Advancement - Employees shall be advanced one step on the salary schedule at the beginning of each school year provided the Employee worked or was paid for one hundred twenty (120) days during the prior school year.
2. All graduate course credit work must enhance the individual's ability to improve his/her professional contribution to the total Orange School educational program.
3. Graduate courses must relate directly to the applicant's teaching assignment, teaching certification/license area, and/or administrative assignment at Orange.
4. Courses are to be approved and must be on the graduate level except when it is determined by the administrator that an undergraduate level course or other appropriate educational experience is appropriate and necessary for the improvement of the Orange Schools educational program. Form 7501
5. Advancement on the BA+15, MA, MA+15, MA+30 or PhD/ED Salary Schedule shall occur at the beginning of the school year. On or before the second Friday in September, evidence must be presented documenting the granting of the particular degree. Evidence may be a letter from the appropriate college department head, official transcript, or diploma.
6. Advancement on the schedule will be consistent with the previous schedule step position.

D. SUPPLEMENTAL SALARY SCHEDULES

The Extracurricular Athletic Compensation Schedule and the Co-curricular Schedule Supplemental Salary Schedule shall be based on the BA Base currently in effect. Any and all increases will be based on the change in the BA Base each year of this Contract. Percentages are as indicated on the respective Schedules.

1. Criteria for Reevaluation

- a. The extracurricular athletic compensation schedule and the salary level of the co-curricular schedule shall be reviewed by an appropriate study committee annually by April 30th.
- b. The study committee shall consist of three Employees and three members of the administration. The convening of the committee is the responsibility of the unit president and the Director of Human Resources.
- c. Annually each lead supplemental contract holder (ex. Head coach, Play Director, etc.) will be asked to complete a form developed by the Committee. The form, appendix 5000, will be provided to each lead supplemental contract holder with the issuance of the contract. The completed form is to be submitted to the office of Human Resources by April 15th of each school year.
- d. The committee will consider the position leader's completed form and the factors below in determining appropriate recommendations for any changes in percentages, additions to the list of supplemental contracts or deletions to the list.
- e. The committee and their subsequent review will use the following criteria while making judgment on new or old supplemental contracts:
 - 1) Amount of school time involved in the assignment including preparation time (athletic or activity assignments may require responsibilities that have to be done during the Employee's teaching contract time).
 - 2) Qualifications and expertise applicable to the assignment.
 - 3) The amount of responsibility and degree of visibility required of the assignment.
 - 4) Documented inequity in the present year's schedule.
 - 5) Additional or exclusion of the responsibility of the assignment.
 - 6) Responsibility for physical plant and equipment.
 - 7) Number of adults supervised.
 - 8) Number of students involved in the activity.
 - 9) Length of time spent in assignment.
- f. Any changes or recommendations by the committee will be made to the Superintendent and the Association president respectively for their approval or disapproval. Once

initiated by both parties the recommendations will be presented to the Board of Education within 31 days.

- g. The committees shall be reconvened upon the request of either the Association President or the Director of Human Resources. Any recommendations once approved by the Board of Education will take effect and shall be deemed part of this Contract.
2. All extracurricular allowances and/or supplemental payments will be paid in one lump sum at the end of the contracted period/completed task (e.g., season). Appointments for ongoing activities/assignments approved after December 31 will be paid in one lump sum with the last pay of the school year (6/30). Contracts for extracurricular and supplemental assignments will include specific beginning and ending dates for each assignment.
3. In cases where a Employee received a higher salary in the 1995-1996 school year than the amount commensurate to the percentage of the base salary in the current Contract, or the Employee received either the 10% stipend for continuous work in one or more activities or the 3% stipend for coaching three seasons, the Employee who continues to be eligible for those stipends will have those supplemental salaries frozen at the 1995-1996 level until the supplemental salary exceeds the 1995-1996 amount.
4. If the Employee no longer coaches three seasons, the \$840.00 calculation will be dropped. If the Employee ceases to become involved in a co-curricular assignment, then the 10% stipend for that activity ceases to apply.
5. The Supplemental Salary Schedule can be found at the end of this Agreement.

E. PROFESSIONAL DEVELOPMENT PLAN

Employees having participated in the plan prior to July 1, 1993 will continue to receive payment for the PDP on an ongoing basis for as long as they are an Employee of Orange.

F. EXTRA ALLOWANCES

1. When bargaining Employees are needed by the Board to complete professional assignments or assist students beyond the regular and usual assigned teaching duties, the following procedure shall be utilized:

- a. All positions shall be posted per Article XII, Section E.
 - b. The posting shall include the criteria of the position, including information such as date of assignment, number of hours, description of work to be included, etc.
 - c. Interested bargaining Employees shall be given first option on all such positions.
2. Categories of Extra Work Assignments shall include:
- a. Curriculum Writing: content created by the bargaining Employee that can be used by the district within the instructional program. The resulting products and content remain the property of the Orange City School District. Compensation shall be twenty-five dollars (\$25.00) per hour.
 - b. Tutoring: an Employee providing support through a district-sponsored program. An Employee delivering additional tutoring is not responsible for assessing student work for the purpose of assigning course grades. Compensation shall be thirty-seven dollars (\$37.00) per hour. Tutoring in this category excludes home instruction as mandated by disability.
 - c. Additional Instruction: an Employee delivering formal instruction beyond the contractual assignment with students involved in a program outside the traditional school day. An Employee delivering additional instruction is responsible for designing lessons, assigning and assessing student work, assigning grades for course credit, or provided extended school year opportunities for students with disabilities. Compensation shall be fifty dollars (\$50.00) per hour.
 - d. Extra Pay for Extra-Work: in cases where special services are to be completed by a Employee by the Board during the school year, additional compensation shall be granted. The pay rate and terms and conditions of employment shall be bargained with the Orange Employees' Association. Unless the administration and Association agree otherwise, such payment shall be made on per diem basis. This does not refer to the usual extracurricular assignments.

G. NATIONAL BOARD CERTIFIED TEACHERS

Employees who earn National Board Certification for Teachers on or after July 1, 2012 shall receive a one-time stipend of Five Thousand Dollars (\$5,000) payable within thirty (30) calendar days following the teacher providing written confirmation of her/his receipt of such Certification. Any teacher who received National Board Certification before July 1, 2012 and who has not completed the ten year payment cycle shall be eligible to continue to receive such payment for the remainder of the ten year period at the rate of additional compensation of three percent (3%) of each year's base salary for the first ten (10) years following receipt of certification.

H. PAYROLL DEDUCTIONS

Deductions from pay may be made for the following items:

1. Unauthorized absence.
2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer.

Appropriate Board-approved fringe benefits.
3. Retirement.
4. Dues for Employees as provided in Section VI of this agreement.
5. Annuity Payments shall be sent to the appropriate annuity company twice each month.
6. Other purposes which fall within legal bounds.

I. DIRECT DEPOSIT AVAILABILITY

Employees are required to receive their pay through the District's direct deposit program. Direct deposit notifications will be delivered by the employee's school email account. Paper paystubs shall not be provided.

J. PAY PERIODS AND PAY DATES

1. All Employees' salaries shall be paid on a twelve (12) month basis.
2. Pay dates are the 15th and 30th of each month. If these dates fall on a Saturday or Sunday, payment will be made on Friday.
3. Employees may elect a twenty (20) pay option. Those electing the twenty (20) pay option must complete and submit a written application for same to the Office of the Treasurer not later than August 1st of each year. An Employee electing a twenty (20) pay option remains on that option for the full school year. All

deductions, including but not limited to health care premiums and annuity plan contributions for those on a twenty (20) pay option, shall be made over twenty (20) pays. However, an Employee will not be eligible for the twenty (20) pay option in the event she or he is or becomes subject to a court order requiring payroll deductions over a twelve (12) month period.

K. NEW EMPLOYEE ORIENTATION PAY

1. The Superintendent may authorize Employees new to Orange to attend an orientation program.
2. Rate of pay shall be per diem based on the school calendar for the ensuing school year.

L. DETERMINATION OF DAILY RATE

The daily rate of pay (per diem) of each Employee under contract shall be determined by dividing his/her annual rate based on the Employee's step and column placement on the Salary Schedule by the number of days in a full school term. The daily rate shall be explained by formula on the salary notification (Form 6000) in June. Form 6000 may be changed for formatting purposes only. Substantive information shall remain the same. The Orange Teachers Association shall be notified when changes are made.

M. SCHOOL YEAR CALENDAR

1. Any change in the length of the school year calendar (185 Employee workdays) shall be cause for the renegotiation of wages in Article XII (within sixty [60] days).
2. The 185 Employee workdays include one day prior to the start of the student year for professional development/in-service activities ("Convocation Day"), one Employee workday prior to the start of the student year, and one and one half days for closing Employee workdays.
3. The third day of each school year will be for orientation of all students and Employee preparation.
4. During the Employee workday prior to the start of the student year the Association may schedule such OTA general meeting or meetings as deemed necessary; the Ice Cream Social will not be scheduled on that day. The Employee workday will precede the Convocation Day at the start of the year. Thereafter the Association President and Superintendent will determine whether the Convocation Day precedes or follows the Employee workday.

5. MHS will have a records day after the end of the first trimester (approximately mid-November). The MHS parent-teacher conference committee established in Article XV may recommend a different date for the records day to the Superintendent and OTA President by May of the preceding school year. If the Committee cannot agree on a different date or if the Superintendent and OTA President do not approve a modification, the MHS records day will be as set out above in this section.
6. The administration shall share with OTA Employees at least two calendar year options for consideration. The option favored by OTA membership shall be recommended to the Board for approval by the administration.

N. SUBSTITUTE PERIODS

1. Compensation will be made for substitute periods worked during an Employee's unassigned time. Such compensation will take effect upon the first substitution made by any one Employee. The compensation shall be made on the following schedule:

Period	Amount
0 - 30 minutes	\$15.00
31 - 60 minutes	\$30.00

2. The Employee has the right to refuse the assigned substitution except in emergency situations.
3. Regular classroom Employees who take a portion of another regular Employee's students due to the absence of that Employee and the lack of an available substitute will share the rates set forth above so long as portion of the class remains with that Employee.

XV. FRINGE BENEFITS

A. RETIREMENT SEVERANCE PAY

1. Employees who elect to retire and who meet the requirements of the Ohio Revised Code shall be eligible for Retirement Severance Pay. This payment shall be a sum equal to one-fourth of the value of their accrued, but unused, Sick Leave credit not to exceed a maximum payment of eighty (80) days.
2. In addition, retiring Employees shall receive eight percent (8%) of the sick days accumulated but not used during the Employee's last five years of employment. For example if an Employee during her/his last five years of employment uses a total of 5 days, the Employee shall receive, in addition to the retirement severance

portion set forth above, and an additional (5.6) days of severance pay.

3. Such severance payment shall be computed based on the Employee's daily rate of pay at the time of retirement. Supplementary or overtime pay will not be applicable in figuring this daily rate.
4. The severance payment on this basis shall be understood to eliminate all Sick Leave credit accrued by the Employee.
5. Severance payment for Sick Leave shall be made only once to any Employee and shall be paid within thirty (30) calendar days of receipt of their last payroll check.
6. In the case of the death of an employee in active pay status who would have qualified to retire under STRS eligibility for retirement severance pay as stated in Paragraph 1 above at the time of her/his passing, the Retirement Severance Pay shall be made to the employee's designated beneficiary or if no name beneficiary, to the employee's estate.

B. INSURANCES

1. The Orange Board of Education will make available single or family coverage for each of the listed insurances. To be eligible for the insurance coverages, the Employee must hold either a Limited or Continuing Contract. Enrollment in these insurance programs is not automatic and it shall be the responsibility of each Employee to initiate enrollment within thirty (30) days of the beginning of the employment contract.
2. The Board may change carrier(s) of any of the insurance programs contained herein provided that such coverage and services shall not be less than the coverages provided by the present carrier(s) as of the effective date of this contract. The Orange Teachers Association shall be notified in writing thirty days in advance of any proposed change in carrier(s).
3. Preexisting conditions shall not be excluded from coverage with a change in carriers.
4. Dependent coverages shall include children to age twenty-three (23) for Hospital/Medical-Surgical/Major Medical, Vision Care and Dental Care.
5. Hospitalization Medical-Surgical/Major Medical

Effective October 1, 2012, full-time Employees electing to enroll in medical insurance programs will contribute 10% of the monthly premium cost of the health insurance plan. This contribution shall increase to 11% effective July 1, 2013 and to 12% effective July 1, 2014.

Part-time Employees of the bargaining unit who work at least half time or more shall be eligible to have fringe benefits as listed below:

0 - 49%	No Benefits
50-99%	75% of cost paid by Board

Effective October 1, 2012 or as soon thereafter as the plan design may be modified, a single medical plan shall be offered, with a \$20 co-pay per office visit (any wellness visit or preventative service will be covered at 100% with no copays); a \$50 emergency room co-pay (co-pay waived if admitted to hospital); 100% network, 70% out of network with \$2400/\$4800 annual coinsurance maximum for out of network. The prescription drug plan shall be modified to provide co-pays of \$10 for generic and \$30 for non-generic at retail and mail order.

6. Spousal Coverage – To be implemented effective November 1, 2012 or as soon thereafter as is feasible:
 - a. If an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer, enterprise or any public or private retirement plan, the spouse is not eligible to enroll for coverage under the Orange medical plan unless he or she enrolls in such other group insurance coverage.
 - b. The requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in the employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.
 - c. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits. In other words, as secondary payer the Orange medical plan will cover

eligible expenses not covered by the primary coverage of the spouse.

- d. Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, or any public or private retirement plan, as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board of Education. Note: If a spouse's only option is a "high deductible health care plan" ("HDHP") that is qualified to be used in conjunction with an HSA, then the spouse will be granted a waiver to stay on the Orange plan without taking the HDHP coverage. But the waiver is available only if the HDHP is the ONLY plan offered to the spouse.
- e. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage sponsored by the spouse's employer, enterprise or any public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.
- f. An employee who submits false information or fails to timely advise the Board of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance and such false information, or such failure results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employees' spouse will be terminated immediately from group health insurance and/or prescription drug coverage under the plan. If the employee submits false information, the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

- g. The Board will reimburse the spouse of the Employee who is required, under this program, to obtain her/his own medical insurance up to \$125 per month for the expense incurred by the spouse in obtaining such coverage. The spouse shall provide appropriate evidence, through pay stubs or other documentation, of her/his payment of monies to secure single coverage from her/his employer, retirement provider, or another source.
7. Prescription Drug Plan
Deductibles of thirty (\$30) dollars for brand name prescriptions and ten (\$10) dollars for generic for retail (30 day supply) and mail orders (90 day supply). Effective October 1, 2012, employees electing prescription drug coverage shall pay, by payroll deduction, 10% of the monthly premium for such coverage; this contribution shall increase to 11% effective July 1, 2013 and to 12% effective July 1, 2014.
8. Vision Plan
Plan provides for one eye examination, one change of lenses, and one change of frame or contact lenses each year. Employees electing vision coverage shall pay, via payroll deduction, 10% of the monthly premium effective October 1, 2012; this contribution shall increase to 11% effective July 1, 2013 and to 12% effective July 1, 2014. The Board shall pay the premiums for scheduled benefits as listed below:

<u>Service</u>	<u>Amount</u>
Vision Survey	\$ 35.00
Vision Analysis without Tonometry (glaucoma test)	\$ 70.00
Vision Analysis with Tonometry	\$ 70.00
Single Vision Lenses	\$125.00
Bifocal Lenses	\$200.00
Blended Lenses	\$300.00
Trifocal Lenses	\$275.00
Lenticular Lenses	\$200.00
Contacts	\$250.00 (excluding fitting)
Frames	\$150.00

9. Dental Care
- a. Effective October 1, 2012 employees electing such coverage shall pay, via payroll deduction, ten (10%) percent of the monthly premium for such coverage. The insurance provides a \$2,000 calendar year maximum per enrollee. Employees electing dental coverage shall pay, via payroll deduction, **11%**

of the monthly premium effective July 1, 2013; this contribution shall increase to 12% effective July 1, 2014. The plan provides for the following UCR services:

- 1) Class I - 100% paid, exams each six month period, cleaning, certain lab tests, and emergency treatments.
- 2) Class II - \$25 individual deductible/\$50 family deductible, pays 80% of UCR charges for fillings, root canals, gum disease, repair of bridgework and dentures, extractions and oral surgery anesthesia if medically necessary.
- 3) Class III - Deductible in Class II, pays 60% of UCR charges for inlays, onlays or crown restorations, initial bridgework, installation of partial or full dentures, replacement of existing bridgework or dentures (see booklet for limitations).

b. In addition to the regular dental plan an orthodonture coverage provides a lifetime individual maximum of \$2,000 calculated at 60% coverage of UCR claims related to the orthodonture procedures.

C. 125 FLEXIBLE BENEFITS PLAN (FLEX PRO)

1. The Employee has the option to participate in the 125 Flexible Benefits Plan. This program allows the Employee to participate in:
 - a. Premium Pass Through of Employee contributions for Insurances
 - b. Medical Reimbursement up to \$2,000
 - c. Dependent Care Reimbursement up to \$5,000
2. There is an open enrollment period and adjustment period on the calendar year. Information is available in the benefits office.
3. Any money left in the reimbursement accounts not spent at the end of the calendar year will be lost.

D. OHIO WORKERS' COMPENSATION

1. Employees are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of and arising out of their employment.

2. An Employee's application for this compensation must be filed by the attending physician within thirty (30) days after the injury.
3. Each Employee must report in writing any accident on the day of the accident or as soon as possible thereafter. A regular form for this report may be obtained in the office of each building. (Form No. 9100) This form must then be turned in to the Superintendent.
4. Any deviation from this procedure may result in loss of compensation.

E. TUITION FREE ENROLLMENT

1. Provided that the program is offered by the Orange City School District or through a consortium program of which the District is a member, the Board will enroll children of unit members employed by the Orange City School District who reside in another district in grades K-12 free of tuition costs. These children will continue to receive tuition free enrollment until the date of that child's graduation. Subject to the proviso above, these children will receive the full services offered by the Orange City Schools (except transportation to and from school). Children must be reenrolled on a yearly basis by completing Form 9200a by August 1st of each year. This reenrollment is based on state law and Board Policy and enables the Board to plan staff and assignments without last minute changes. See Tuition Enrollment Form No. 9200a at end of Agreement.
2. This option shall not be available to Employees initially hired on and after the first Employee workday of the 2009-10 school year.
3. Subject to the foregoing, children of Employees employed before the first Employee workday of the 2009-10 school year may attend Orange Schools on a tuition-free basis.

XVI. OPEN HOUSE

- A. Open House is a school function that is a part of each Employee's job responsibility. It is an opportunity for furthering school/community relations. Open House should convey the "everyday" school image with normal display of student work. It allows Employees to present themselves, a general description of classroom procedures, expectations, and programs. Any discussion of individual student needs shall be arranged at a later date.
- B. Employees shall have input into the planning and evaluation of Open House activities at the building level through the Principal's Cabinet.

- C. In order to provide the instructional staff appropriate planning time to maximize the quality of presentations to students and to parents, on the day after Open House the start of the Employee workday for affected Employees shall be delayed by 90 minutes.

XVII. PARENT-TEACHER CONFERENCES

- A. Parent-teacher conferences, K-12, will be scheduled after the end of the first grading period.
- B. During the fall at Brady and Moreland, conferences will be held on ½ day immediately following early dismissal of students and will include a ½ hour uninterrupted lunch period; conferences will be held the following day, with no students in attendance, starting at noon through 7:45 pm, with a one hour uninterrupted break for lunch/dinner.
- C. One half-day of conferences will also occur in February for grades K-8 with parent attendance at the invitation of the Employee or request of the parent following the half day format above.
- D. At OHS conferences will be held with no students in attendance, starting at noon through 7:45 pm, with a one-hour uninterrupted break for lunch/dinner.
- E. A committee at each building composed of one or more representatives appointed by the OTA President along with the building principal and Superintendent or designee may develop a conference schedule appropriate to that building; the schedule may be changed from that set forth in this section if the committee's recommendation is approved by the OTA President and Superintendent. If the representative and principal cannot agree on such schedule or if the OTA President and Superintendent do not approve the modification, parent-teacher conferences for that building that year will follow the schedule set out on this section.

XVIII. STUDENT DISCIPLINE

- A. If a student is removed from a classroom for behavior which seriously disrupts the educational environment, the Employee promptly shall receive written notice of the disposition of the referral from the responsible administrator.
- B. All cases of assault and property damage by pupils against staff of the Orange Schools shall be considered for appropriate disciplinary action.
- C. All serious cases of verbal or written threat of physical harm to the Employee, Employee's family, members of the Employee's property or physical assault against any Orange Employee shall be reported

immediately to the principal. The assaulted person and principal will discuss further action to be taken. Every case of intentional physical assault and/or verbal threat against any Orange Employee shall be referred to the Director of Human Resources and Student Services.

- D. In cases of assault or serious verbal or written threat of bodily harm directed against the Employee, the property of the Employee, or a member of the Employee's family, the Employee shall file a report with the police.
- E. Following the filing of that report, the supervisor/principal shall meet with the complainant to discuss the incident. Where appropriate, the student shall be removed from the Employee's class in accordance with the emergency removal provisions of the conduct code. Following completion of his/her investigation, the principal shall provide a written summary of the reported incidents to the complainant and to the Director of Human Resources and Student Services within 24 hours.
- F. Subject to the requirements of State and Federal law, no student who has been subject to emergency removal from a Employee's class for the reasons here listed shall be returned to the room of the complainant Employee until a conference is conducted involving the Employee, the building principal or designee, the Director of Human Resources or designee, and an OTA representative. At that conference the administration and Employee shall discuss the reasons for acting to return the student to the classroom.

XIX. EMERGENCY CLOSING OF SCHOOL

A. WEATHER CONDITIONS

1. Employees are expected to report to their normal assignment unless notified by the building calling system activated by the Principal. The calling system would be used when street conditions are hazardous and our buses are not permitted on the roads or if the campus roadways and parking areas are impassable.
2. An exception to this procedure would be if the Employee lives in an area where the conditions are hazardous. That person would not be expected to report to his assignment until such conditions have improved. It is the responsibility of the Employee to immediately report such hazardous conditions to his building Principal.

B. OTHER THAN WEATHER CONDITIONS

If hazardous conditions do not exist and school is closed due to the mechanical failure of the buses, driver-related difficulties, or individual

building problems, all Employees are expected to report to work as usual unless otherwise notified.

C. BUILDING CALLING SYSTEM

It is the responsibility of each building Principal to establish a calling system to clearly verify school closing for all Employees within the building.

XX. CONTRACT MAINTENANCE

A. WAIVER OF NEGOTIATIONS

This Contract constitutes the entire contract between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Contract shall be made during the life of this Contract except by mutual agreement.

B. NO STRIKE CLAUSE

The Association and any and all of its Employees shall not cause, engage in, or sanction any strike, slowdown, or any other such concerted action for the term of this Agreement.

C. ENTIRE AGREEMENT CLAUSE

This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association, and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

D. EQUAL OPPORTUNITY CLAUSE

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

E. CONFLICT WITH LAW

If either party to this contract believes that a provision of this Contract, an application of the provisions of this Contract or an agreement reached under its terms is in conflict with Federal or State law, regulation, or court order, then the parties to this Contract shall meet within sixty (60) days after one party provides written notice to the other party of the potential conflict to determine whether there is a conflict, how this Contract is affected and to negotiate a resolution of any conflict that may exist. No

conflict with any law shall affect the validity of any other provision of this Contract and all such other provisions shall remain in full force and effect as though no conflict existed.

F. DURATION OF CONTRACT

This contract shall become effective July 1, 2012 and shall continue in full force and effect until June 30, 2015.

An updated version of this contract with all amendments incorporated will be distributed to all Employees and administrative staff within forty-five (45) calendar days following ratification by the parties. An additional one hundred twenty (120) copies will be printed and divided equally between the OTA President and the Superintendent. Cost of this distribution is to be equally shared by the Orange Teachers Association and the Board of Education.

G. FORMS

Any modifications, addition, or deletions, to the forms in this contract shall be done by mutual agreement of the Superintendent and the President and Vice President of the Orange Teachers Association.

H. SPECIAL EDUCATION

The Association and Board recognize that State and Federal statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not disabled by providing a special education, related services and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the Association and Board acknowledge that the needs of each individual disabled student will dictate the environment in which that child is educated and that each student's educational plan will be developed and implemented in accordance with the student's individual special needs.

I. DRUG TESTING

Any faculty Employee who may have caused or contributed to an on-the-job accident, as defined below, shall be required to submit to a drug and/or alcohol test. "Accident" means an unplanned, unexpected or unintended event which occurs on Board property, during the conduct of Board business, or during working hours, or which involves Board-supplied motor vehicles or motor vehicles used in conducting Board business, or within the scope of employment, and which results in any of the following:

1. A fatality of anyone involved in the accident.

2. Bodily injury requiring off-site medical attention away from the employer's place of employment and resulting in the filing of a worker's compensation claim.
3. Vehicular damage in apparent excess of \$2,500, or
4. Non-vehicular damage in apparent excess of \$2,500.

J. LPDC

1. The number of Administrator and teacher members of LPDC, beginning with the 2012-13 year, shall be four teachers appointed by the Association President and three administrators appointed by the Superintendent.

K. GUND SCHOOL

1. All licensed staff assigned to Gund School shall be required to complete appropriate training at Board expense, including TCI, first aid, CPR.
2. Professional staff assigned to Gund School may be required to continue their participation in IEP meetings, ETR meetings and school placement meetings beyond the length of time set forth in Article XIII(N).
3. Faculty assigned to Gund School are scheduled for planning time at the end of the student day, currently commencing at about 2 p.m. The remainder of their planning time occurs between the start of the teacher workday and the arrival of students.
4. Faculty members assigned to Gund School receive two full days at the end of their work year, one for TCI training and another for closing. As well, faculty members at Gund School are not expected to attend open house nor parent teacher conferences.

Salary Schedules

Orange City School District
 OTA Salary Index, Schedule, Grids and Cost Schedules
 Fiscal Year 2012-2013

TEACHERS SALARY SCHEDULE 2012-2013

BASE SALARY	44,620	0.0%
BA to BA+15	600	
MA to MA+15	1,000	
MA+15 to MA+30	1,000	
MA+30 to PhD	1,000	

STEP	BA	INDX	BA+15	MA	INDX	MA+15	MA+30	PHD
1	\$44,620	1.000	\$45,220	\$49,260	1.104	\$50,260	\$51,260	\$52,260
2	\$46,851	1.050	\$47,451	\$52,116	1.168	\$53,116	\$54,116	\$55,116
3	\$49,082	1.100	\$49,682	\$54,972	1.232	\$55,972	\$56,972	\$57,972
4	\$51,313	1.150	\$51,913	\$57,828	1.296	\$58,828	\$59,828	\$60,828
5	\$53,544	1.200	\$54,144	\$60,683	1.360	\$61,683	\$62,683	\$63,683
6	\$55,775	1.250	\$56,375	\$63,539	1.424	\$64,539	\$65,539	\$66,539
7	\$58,006	1.300	\$58,606	\$66,395	1.488	\$67,395	\$68,395	\$69,395
8	\$60,237	1.350	\$60,837	\$69,250	1.552	\$70,250	\$71,250	\$72,250
9	\$62,468	1.400	\$63,068	\$72,106	1.616	\$73,106	\$74,106	\$75,106
10	\$64,699	1.450	\$65,299	\$74,962	1.680	\$75,962	\$76,962	\$77,962
11	\$66,930	1.500	\$67,530	\$77,817	1.744	\$78,817	\$79,817	\$80,817
12	\$69,161	1.550	\$69,761	\$80,673	1.808	\$81,673	\$82,673	\$83,673
13	\$71,392	1.600	\$71,992	\$83,529	1.872	\$84,529	\$85,529	\$86,529
14	\$73,623	1.650	\$74,223	\$86,384	1.936	\$87,384	\$88,384	\$89,384
15	\$75,854	1.700	\$76,454	\$89,240	2.000	\$90,240	\$91,240	\$92,240
16	\$75,854	1.700	\$76,454	\$89,240	2.000	\$90,240	\$91,240	\$92,240
17	\$75,854	1.700	\$76,454	\$90,579	2.030	\$91,579	\$92,579	\$93,579
18	\$75,854	1.700	\$76,454	\$91,917	2.060	\$92,917	\$93,917	\$94,917
19	\$75,854	1.700	\$76,454	\$91,917	2.060	\$92,917	\$93,917	\$94,917
20	\$75,854	1.700	\$76,454	\$93,256	2.090	\$94,256	\$95,256	\$96,256
21	\$75,854	1.700	\$76,454	\$93,256	2.090	\$94,256	\$95,256	\$96,256
22	\$75,854	1.700	\$76,454	\$93,925	2.105	\$94,925	\$95,925	\$96,925
23	\$75,854	1.700	\$76,454	\$94,594	2.120	\$95,594	\$96,594	\$97,594
24	\$75,854	1.700	\$76,454	\$94,594	2.120	\$95,594	\$96,594	\$97,594
25	\$75,854	1.700	\$76,454	\$95,264	2.135	\$96,264	\$97,264	\$98,264
26	\$75,854	1.700	\$76,454	\$95,933	2.150	\$96,933	\$97,933	\$98,933
27	\$75,854	1.700	\$76,454	\$95,933	2.150	\$96,933	\$97,933	\$98,933
28	\$80,048	1.794	\$80,648	\$97,272	2.180	\$98,272	\$99,272	\$100,272
29	\$80,048	1.794	\$80,648	\$97,272	2.180	\$98,272	\$99,272	\$100,272
30	\$81,076	1.817	\$81,676	\$98,610	2.210	\$99,610	\$100,610	\$101,610
31	\$81,076		\$81,676	\$98,610		\$99,610	\$100,610	\$101,610
32	\$81,076		\$81,676	\$98,610		\$99,610	\$100,610	\$101,610
33	\$81,076		\$81,676	\$98,610		\$99,610	\$100,610	\$101,610
34	\$81,076		\$81,676	\$98,610		\$99,610	\$100,610	\$101,610
35	\$81,076		\$81,676	\$98,610		\$99,610	\$100,610	\$101,610
36	\$81,076		\$81,676	\$98,610		\$99,610	\$100,610	\$101,610
37	\$81,076		\$81,676	\$98,610		\$99,610	\$100,610	\$101,610
38	\$81,076		\$81,676	\$98,610		\$99,610	\$100,610	\$101,610
39	\$81,076		\$81,676	\$98,610		\$99,610	\$100,610	\$101,610
40	\$81,076		\$81,676	\$98,610		\$99,610	\$100,610	\$101,610
41	\$81,076		\$81,676	\$98,610		\$99,610	\$100,610	\$101,610
42	\$81,076		\$81,676	\$98,610		\$99,610	\$100,610	\$101,610

Orange City School District
 OTA Salary Index, Schedule, Grids and Cost Schedules
 Fiscal Year 2013-2014

TEACHERS SALARY SCHEDULE 2013-2014

BASE SALARY	45,423	1.80%
BA to BA+15	600	
MA to MA+15	1,000	
MA+15 to MA+30	1,000	
MA+30 to PhD	1,000	

STEP	BA	INDX	BA+15	MA	INDX	MA+15	MA+30	PHD
0	\$43,152	0.950	\$43,752	\$47,876	1.054	\$48,876	\$49,876	\$50,876
1	\$45,423	1.000	\$46,023	\$50,147	1.104	\$51,147	\$52,147	\$53,147
2	\$47,694	1.050	\$48,294	\$53,054	1.168	\$54,054	\$55,054	\$56,054
3	\$49,965	1.100	\$50,565	\$55,961	1.232	\$56,961	\$57,961	\$58,961
4	\$52,237	1.150	\$52,837	\$58,868	1.296	\$59,868	\$60,868	\$61,868
5	\$54,508	1.200	\$55,108	\$61,775	1.360	\$62,775	\$63,775	\$64,775
6	\$56,779	1.250	\$57,379	\$64,683	1.424	\$65,683	\$66,683	\$67,683
7	\$59,050	1.300	\$59,650	\$67,590	1.488	\$68,590	\$69,590	\$70,590
8	\$61,321	1.350	\$61,921	\$70,497	1.552	\$71,497	\$72,497	\$73,497
9	\$63,592	1.400	\$64,192	\$73,404	1.616	\$74,404	\$75,404	\$76,404
10	\$65,864	1.450	\$66,464	\$76,311	1.680	\$77,311	\$78,311	\$79,311
11	\$68,135	1.500	\$68,735	\$79,218	1.744	\$80,218	\$81,218	\$82,218
12	\$70,406	1.550	\$71,006	\$82,125	1.808	\$83,125	\$84,125	\$85,125
13	\$72,677	1.600	\$73,277	\$85,032	1.872	\$86,032	\$87,032	\$88,032
14	\$74,948	1.650	\$75,548	\$87,939	1.936	\$88,939	\$89,939	\$90,939
15	\$77,219	1.700	\$77,819	\$90,846	2.000	\$91,846	\$92,846	\$93,846
16	\$77,219	1.700	\$77,819	\$90,846	2.000	\$91,846	\$92,846	\$93,846
17	\$77,219	1.700	\$77,819	\$92,209	2.030	\$93,209	\$94,209	\$95,209
18	\$77,219	1.700	\$77,819	\$93,572	2.060	\$94,572	\$95,572	\$96,572
19	\$77,219	1.700	\$77,819	\$93,572	2.060	\$94,572	\$95,572	\$96,572
20	\$77,219	1.700	\$77,819	\$94,934	2.090	\$95,934	\$96,934	\$97,934
21	\$77,219	1.700	\$77,819	\$94,934	2.090	\$95,934	\$96,934	\$97,934
22	\$77,219	1.700	\$77,819	\$95,616	2.105	\$96,616	\$97,616	\$98,616
23	\$77,219	1.700	\$77,819	\$96,297	2.120	\$97,297	\$98,297	\$99,297
24	\$77,219	1.700	\$77,819	\$96,297	2.120	\$97,297	\$98,297	\$99,297
25	\$77,219	1.700	\$77,819	\$96,978	2.135	\$97,978	\$98,978	\$99,978
26	\$77,219	1.700	\$77,819	\$97,660	2.150	\$98,660	\$99,660	\$100,660
27	\$77,219	1.700	\$77,819	\$97,660	2.150	\$98,660	\$99,660	\$100,660
28	\$81,489	1.794	\$82,089	\$99,022	2.180	\$100,022	\$101,022	\$102,022
29	\$81,489	1.794	\$82,089	\$99,022	2.180	\$100,022	\$101,022	\$102,022
30	\$82,535	1.817	\$83,135	\$100,385	2.210	\$101,385	\$102,385	\$103,385
31	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385
32	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385
33	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385
34	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385
35	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385
36	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385
37	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385
38	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385
39	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385
40	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385
41	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385
42	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385
43	\$82,535		\$83,135	\$100,385		\$101,385	\$102,385	\$103,385

Orange City School District
 OTA Salary Index, Schedule, Grids and Cost Schedules
 Fiscal Year 2014-2015

TEACHERS SALARY SCHEDULE 2014-2015

BASE SALARY	46,286	1.9%
BA to BA+15	600	
MA to MA+15	1,000	
MA+15 to MA+30	1,000	
MA+30 to PhD	1,000	

STEP	BA	INDX	BA+15	MA	INDX	MA+15	MA+30	PHD
0	\$43,972	0.950	\$44,572	\$48,786	1.054	\$49,786	\$50,786	\$51,786
1	\$46,286	1.000	\$46,886	\$51,100	1.104	\$52,100	\$53,100	\$54,100
2	\$48,601	1.050	\$49,201	\$54,062	1.168	\$55,062	\$56,062	\$57,062
3	\$50,915	1.100	\$51,515	\$57,025	1.232	\$58,025	\$59,025	\$60,025
4	\$53,229	1.150	\$53,829	\$59,987	1.296	\$60,987	\$61,987	\$62,987
5	\$55,543	1.200	\$56,143	\$62,949	1.360	\$63,949	\$64,949	\$65,949
6	\$57,858	1.250	\$58,458	\$65,912	1.424	\$66,912	\$67,912	\$68,912
7	\$60,172	1.300	\$60,772	\$68,874	1.488	\$69,874	\$70,874	\$71,874
8	\$62,486	1.350	\$63,086	\$71,836	1.552	\$72,836	\$73,836	\$74,836
9	\$64,801	1.400	\$65,401	\$74,798	1.616	\$75,798	\$76,798	\$77,798
10	\$67,115	1.450	\$67,715	\$77,761	1.680	\$78,761	\$79,761	\$80,761
11	\$69,429	1.500	\$70,029	\$80,723	1.744	\$81,723	\$82,723	\$83,723
12	\$71,744	1.550	\$72,344	\$83,685	1.808	\$84,685	\$85,685	\$86,685
13	\$74,058	1.600	\$74,658	\$86,648	1.872	\$87,648	\$88,648	\$89,648
14	\$76,372	1.650	\$76,972	\$89,610	1.936	\$90,610	\$91,610	\$92,610
15	\$78,687	1.700	\$79,287	\$92,572	2.000	\$93,572	\$94,572	\$95,572
16	\$78,687	1.700	\$79,287	\$92,572	2.000	\$93,572	\$94,572	\$95,572
17	\$78,687	1.700	\$79,287	\$93,961	2.030	\$94,961	\$95,961	\$96,961
18	\$78,687	1.700	\$79,287	\$95,350	2.060	\$96,350	\$97,350	\$98,350
19	\$78,687	1.700	\$79,287	\$95,350	2.060	\$96,350	\$97,350	\$98,350
20	\$78,687	1.700	\$79,287	\$96,738	2.090	\$97,738	\$98,738	\$99,738
21	\$78,687	1.700	\$79,287	\$96,738	2.090	\$97,738	\$98,738	\$99,738
22	\$78,687	1.700	\$79,287	\$97,432	2.105	\$98,432	\$99,432	\$100,432
23	\$78,687	1.700	\$79,287	\$98,127	2.120	\$99,127	\$100,127	\$101,127
24	\$78,687	1.700	\$79,287	\$98,127	2.120	\$99,127	\$100,127	\$101,127
25	\$78,687	1.700	\$79,287	\$98,821	2.135	\$99,821	\$100,821	\$101,821
26	\$78,687	1.700	\$79,287	\$99,515	2.150	\$100,515	\$101,515	\$102,515
27	\$78,687	1.700	\$79,287	\$99,515	2.150	\$100,515	\$101,515	\$102,515
28	\$83,037	1.794	\$83,637	\$100,904	2.180	\$101,904	\$102,904	\$103,904
29	\$83,037	1.794	\$83,637	\$100,904	2.180	\$101,904	\$102,904	\$103,904
30	\$84,103	1.817	\$84,703	\$102,293	2.210	\$103,293	\$104,293	\$105,293
31	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
32	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
33	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
34	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
35	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
36	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
37	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
38	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
39	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
40	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
41	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
42	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
43	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293
44	\$84,103		\$84,703	\$102,293		\$103,293	\$104,293	\$105,293

Athletic and Co-Curricular Supplementals

Boys Sports	Salary %	Girls Sports	Salary %
Baseball Head Varsity	13	Basketball Head	14
Baseball Asst. / Freshman head	9.5	Basketball Asst	9.5
Baseball MS	6.5	Basketball 8	7
Baseball MS Asst	5.5	Basketball 8 Asst	5.5
Basketball Head	14	Basketball MS	7
Basketball Asst	9.5	Basketball MS Asst	5.5
Basketball JV	9.5	Cheerleaders Varsity	9
Basketball 9	9.5	Cheerleaders Asst	5.5
Basketball 8	7	Cheerleaders JV	6.5
Basketball 8 Asst	5.5	Cheerleaders Freshman	5.5
Basketball MS	7	Cheerleaders 8th	5
Basketball Asst MS	5.5	Cheerleaders 8th Asst	2.5
Basketball Summer Stipend	1.4	Cheerleaders Summer Stipend	1
Cross Country Head (Boys and Girls)	9.5	Field Hockey Head	10
Cross Country Asst	7	Field Hockey Asst	7.5
Cross Country MS	6.5	Field Hockey Summer Stipend	1.4
Football Varsity	16	Golf Head	9.5
Football Varsity Coordinator (2)	2	Gymnastics Head	13
Football Varsity Asst	11	Gymnastics Asst	9.5
Football 9	9	Soccer Head	13
Football 7, 8	9	Soccer Asst	9.5
Football 7, 8 Asst	7	Soccer MS	6.5
Football Summer Stipend	1.4	Soccer MS Asst	5.5
Golf Head	9.5	Soccer Summer Stipend	1.4
Golf Asst	7	Softball Head	13
Ice Hockey	12.5	Softball Asst	9.5
Ice Hockey Assistant	9.5	Softball Other	9.5
Indoor Track	2	Softball MS	6.5
Indoor Track Assistant	1	Softball MS Asst	5.5
LaCross Head	12	Tennis Head	9.5
LaCross Assistant	9	Tennis Asst	7
Soccer Head	13	Track Head	13
Soccer Asst	9.5	Track Asst	9.5
Soccer MS	6.5	Track MS	6.5
Soccer MS Asst	5.5	Track MS Asst	5.5
Swimming Head (Boys and Girls)	13	Volleyball Head	13
Swimming Asst	9.5	Volleyball Asst	9.5
Swimming MS	6.5	Volleyball Freshman	9.5
Swimming MS Asst	5.5	Volleyball 7	6.5
Tennis Head	9.5	Volleyball 8	6.5
Tennis Asst	7	Volleyball MS Asst	5.5
Track Head	13	Volleyball Summer Stipend	1.4
Track Asst	9.5		
Track MS	6.5	Events Worker (per event)	0.1
Wrestling Head	14	Weight Rm. (per 40hrs) Out of Season	1.3
Wrestling Asst	9.5	BMS Ath. (intramural/interscholastic)	18 ✓
Wrestling 9th	9	Athletic Trainer Summer Stipend	7 ✓
Wrestling MS	9		
Wrestling Asst MS (2)	7		

Athletic and Co-Curricular Supplementals

Athletic and Co-Curricular Supplementals

Co-curricular	Salary %	✓	Co-curricular	Salary %	✓
OHS Academic Challenge	5	✓	OHS Male Minority Leaders	2	✓
OHS Advance String Ensemble	2	✓	OHS Marching/Concert Band Dir	16	
OHS Orange Arts Advisor	5.5	✓	OHS Marching Band Dir Summer	5.7	✓
OHS Orange Arts Advisor Asst	3.5	✓	OHS Marching/Concert Band Dir	16	
OHS Academic Decathlon	5	✓	OHS Marching Band Dir Summer	5.7	✓
OHS Academic Decathlon Asst	2.7	✓	OHS Marching Band Asst	6	
OHS American Field Service	3	✓	OHS Marching Band Asst Summer	3	
OHS Auditorium Coordinator	4	✓	OHS Marching Band Medical Summer	2	
OHS Amnesty International	2.2	✓	OHS Media Head	6.2	✓
OHS Calligrapher	2	✓	OHS Middle Eastern Club (1)	2	✓
OHS Choral Music Director	7.5	✓	OHS Mock Trail Advisor	5	✓
OHS Class Advisor 9	2.2	✓	OHS Mock Trail Assistant	2.7	✓
OHS Class Advisor 10	2.2	✓	OHS National Honor Society Advisor	3.7	✓
OHS Class Advisor 11 (incl Prom)	4.5	✓	OHS National Honor Society Asst	2.7	✓
OHS Class Advisor 12	2.7	✓	OHS Nothing But Treble	5.5	✓
OHS Debate	10	✓	OHS Orchestra Director	4.5	✓
OHS Debate Asst	5.5	✓	OHS Outlook Advisor	8.7	✓
OHS Department Head 3-5	5.5	✓	OHS Outlook Financial Advisor	2.5	✓
OHS Department Head 6-7	6.5	✓	OHS Outstanding Minority Achievers	3.7	✓
OHS Department Head 8-9	8.5	✓	OHS Outstanding Minority Achievers As	2.7	✓
OHS Department Head 10-12	10	✓	OHS Pool Maintenance	15	✓
OHS Department Head 13-15	12	✓	OHS Project Support	4	✓
OHS Dept Reps	4	✓	OHS Red Cross Advisor	2	✓
OHS Vocal Director	2.5		OHS Robotics Advisor	6	✓
OHS Technical Director	2.2		OHS SADD Advisor	2	✓
OHS Environmental Club	3.2	✓	OHS Science Olympiad Advisor	3.2	✓
OHS Faculty Manager	14	✓	OHS Senior Project Advisor/Fair	11	✓
OHS Fall Play Director	8		OHS Senior Project Asst Mandatory	4	✓
OHS Fall Play Asst Dir	2		OHS Senior Review Committee (20)	0.4	✓
OHS Fall Play Tech Dir	5.3		OHS Spirit Club Advisor	9	✓
OHS Freshman Mentoring Advisor	3	✓	OHS Sp. Musical Choreographer	3.5	
OHS Freshman Mentoring Asst	2	✓	OHS Sp. Musical Director	9	
OHS Freshman Mentoring Staff (8)	1	✓	OHS Sp. Musical Orchestra Dir	5	
OHS Future Problem Solvers	2	✓	OHS Sp. Musical Tech Director	6.3	
OHS Gay Straight Alliance	2	✓	OHS Sp. Musical Vocal Director	5	
OHS Investment Club	2	✓	OHS Step Team Advisor	5.5	✓
OHS Jazz Band Dir	8	✓	OHS Student Government Assoc	6	✓
OHS Jazz Choir Dir	8	✓	OHS Teacher Lead Team Chair	5.5	✓
OHS JCOWA	7.5	✓	OHS Testing (One=10, Two=5)	5	✓
OHS JCOWA Asst	3.5	✓	OHS Technology	4	✓
OHS Key Club	5.3	✓	OHS Thespians Advisor	3.2	✓
OHS Language Club, Other Advisor	2	✓	OHS Unity and Diversity	9	✓
OHS Lionette Head	5.5		OHS Vision Club	5.5	✓
OHS Lionette 1/2	4		OHS Yearbook	9	✓
OHS Lionette Band Camp	3		OHS Yearbook Financial Advisor	2.5	✓
OHS Male Minority Leaders	2	✓			

Athletic and Co-Curricular Supplementals

Co-curricular	Salary %		Co-curricular	Salary %	
BMS Anthology	3.2	✓	MHS Evening Musicals (2)	2	✓
BMS Art Club	1	✓	MHS Future Problem Solvers	1	✓
BMS Builders Club	2	✓	MHS Imagination Destination	4.5	✓
BMS Detention Supervisor	2.5	✓	MHS Intramurals 5th Grade (4)	3	
BMS Environ. Educ Director 2 Camps	5		MHS Intramurals Advisor	1.5	✓
BMS Environ. Educ Nurse	1.55		MHS Literacy Specialist (K-5)	5	✓
BMS Environ. Educ Aide	1.75		MHS Math Recovery Specialist	5	✓
BMS Intramural 7th/8th B-Ball	1.5		MHS Motor Moms (2)	3	✓
BMS Intra 6th Wr, Soc, Soft, B-Ball, V-	2.2		MHS Reading Materials Specialist	2.5	✓
BMS Imagination Destination	4.5	✓	MHS Student Council (3)	2.5	✓
BMS Jazz Band	2	✓	MHS Subject Area Specialist (K-2)	2.5	✓
BMS Intra 6th Wr, Soc, Soft, B-Ball, V-	2.2		MHS Subject Area Specialist (3-5)	2.5	✓
BMS Imagination Destination	4.5	✓	(Lang Arts, Math, Soc Stud, Soc)		
BMS Jazz Band	2	✓	MHS Science Olympiad (1)	3.2	✓
BMS Newspaper Advisor	4	✓	MHS Yearbook Advisor	4.4	✓
BMS Outdoor Ed Teacher	2		MHS Testing Coordinator (2)	5	✓
BMS Outdoor Ed Night Teach	1.3		MHS Teacher Lead Team Chair	5.5	✓
BMS PANDA Club	2.2	✓	MHS Computer Coordinator (3)	4	✓
BMS Power of Pen (2)	3.2	✓	MHS Concert Night Art Exhibitions (2)	2	✓
BMS Power of Pen Assistant (2)	2.2	✓			
BMS Project Support	2	✓			
BMS Robotics	3	✓			
BMS Subj Area Specialist	3.2	✓			
(Lang Arts, Math, Soc Stud, Soc, Spec Ed, For Lang)					
BMS Science Fair	4	✓			
BMS Show Director	6				
BMS Show Acting Director	2		EOC Committee (1)	3.2	✓
BMS Show Choreographer	2		LPDC (Membership Per Contract) (4)	5	✓
BMS Show Tech Director	2		Mentoring Program	3.1	✓
BMS Show Costumes	2		Entry Year Mentoring Program	4.6	✓
BMS Show Vocal Director	3		Gund Special Ed Rep	10	✓
BMS Spelling Bee Advisor	0.4		Gund Technology Rep	2	✓
BMS Student Council	3.2	✓	Gund Testing Coordinator	2	✓
BMS Student Council Asst.	2	✓	Inclusive Preschool Technology Rep	1	✓
BMS Student Leadership Advisor	3.2				
BMS Student Leadership Assistant	2.2				
BMS Teacher Lead Team Chair	5.5	✓	District Robotics	9	✓
BMS Technology	4	✓	District Music Coordinator	6.2	✓
BMS Testing Coordinator (2)	5	✓			
BMS Unity in Diversity (2)	3.5	✓			
BMS Washington Trip 8th Grade Adv	5	✓			
BMS Washington Trip Chaperone	1.4	✓			
BMS Year Book Advisor (2)	2.2	✓			
BMS Young Astronauts	3.2	✓			
BMS Young Astronauts Asst.	2	✓			

Forms

ORANGE SCHOOL DISTRICT
GRIEVANCE REPORT FORM

Aggrieved Party _____ Job Assignment _____ Building/Work Area _____

- Informal (within 15 days of occurrence with _____)
Date _____
- Step I (immediate Supervisor, within Five days of the informal procedure
with _____)
Date _____
- Step II (to Superintendent within 5 days of Step I disposition with
_____)
Date _____
- Step III (request for Arbitration to Superintendent, within 5 days of
Step II disposition or after 25 day lapse) (by certified mail)
Date _____

Superintendent or Designee _____ Arbitrator _____

Please list the specific Agreement item alleged to have been violated, misapplied, or
misinterpreted: _____

Please list the time, place and date of the alleged violation, misapplication, or
misinterpretation of the Agreement Item: _____

Statement of Grievance: (use reverse side of form if necessary)

Redress sought by Grievant: (use reverse side of form if necessary)

Signature of Grievant _____ Date of Submission _____

Step I _____
Signature of Receiving Administrator Date of Receipt

Step II _____
Signature of Receiving Administrator Date of Receipt

Membership Enrollment Form

INSTRUCTIONS:
 1) Please read and complete ALL blue circled numbered sections. (ie: 29). All items preceded by an (*) are optional
 2) Print firmly and clearly so image transfers to all copies.

PERSONAL INFORMATION

SOCIAL SECURITY NUMBER _____

NAME: FIRST _____ MIDDLE INITIAL _____ LAST _____ (JR, SR, ETC.) _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

AREA CODE _____ HOME PHONE _____ E-MAIL ADDRESS _____

- 18 CHECK BOX IF YOU ARE EMPLOYED HALF TIME OR LESS
- 19 CHECK BOX IF YOU ARE EMPLOYED QUARTER TIME OR LESS
- 20 CHECK BOX IF THIS FORM IS FOR A FAIR SHARE FEE PAYER (NON-MEMBER)

21 _____ **CUYAHOGA CO** COUNTY

22 _____ **ORANGE TCRRS ASSN - 51810944** LOCAL NAME / USER LOCAL ID

23 _____ **ORANGE CITY SD - 046581** SCHOOL DISTRICT OR HIGHER EDUCATION EMPLOYER / WORK EMPLOYER ID

24 _____ WORK LOCATION NAME / USER WORK LOCATION ID

ASSOCIATION	UNIFIED CODE	ANNUAL DUES
Unified Education Profession Dues (Local, UniServ, District, OEA and NEA)	AC-1-100	
25 Do you wish to be a member of another affiliated or associated organization? If so, indicate below the organization code(s) and annual dues amount (see back of form)		
Organization Code:	Fund ID:	
		TOTAL ANNUAL DUES

SENDER: Female Male

DATE OF BIRTH: MO. DAY YR. MEMBERSHIP ELIGIBILITY DATE: MO. DAY YR. FIRST TIME MEMBER? YES NO ETHNICITY

EE CODES ON BACK OF FORM

POSITION PRIMARY SUBJECT TAUGHT REGISTERED VOTER MASTER TEACHER NBCT

Ethnic minority and political information is optional and failure to provide it will in no way affect your membership status, rights or benefits in NEA, OEA or any of their affiliates. This information will be kept confidential.

Dues payments are not deductible as charitable contributions for federal income tax purposes. Dues payments (or a portion) may be deductible as a miscellaneous itemized deduction. Lobby expenses paid or incurred as part of membership dues cannot be deducted from your income taxes. The amount of your OEA/NEA membership dues attributable to Lobby expenses for 2009 will be reported in the January 2010 issue of Ohio Schools.

PAYROLL DEDUCTION AUTHORIZATION FOR ASSOCIATION DUES
 I hereby direct my employer to deduct from my earnings, consistent with the method of payroll deduction authorized (annual or continuing) and local policy, the total annual dues of the organizations indicated hereon, and if continuing payroll deduction is authorized, the continuous deduction of said dues from year to year hereafter without further authorization by me in the amounts to be certified to my employer from time to time. In the event my employment is voluntarily or involuntarily terminated, or I take an unpaid leave of absence, I agree that the balance of the annual dues not deducted during the year will be deducted from my final check. In the event that I wish to cancel my membership, I agree to pay the OEA as collection agent for the organizations indicated herein, upon demand, the remainder of the dues for the membership year. I understand that OEA, upon notice of cancellation, will immediately remove my name from the membership records.

- METHOD OF DUES PAYMENT (CHECK ONE BELOW)**
- 27 AUTHORIZED BY CONTINUING PAYROLL DEDUCTION
 - AUTHORIZED BY STANDARD ANNUAL PAYROLL DEDUCTION
 - CASH OR CHECK (CHECK # _____)

UNIFIED MEMBERS SIGNATURE (REQUIRED OF ALL MEMBERS) _____ DATE _____ COLLECTOR'S SIGNATURE _____

3305275887
 08/18/2009 19:42

ORANGE CITY SCHOOL DISTRICT TEACHER SUBSTITUTE REPORT

ARTICLE XIV., N – SUBSTITUTE PERIODS

Compensation will be made for substitute periods worked during a unit member's unassigned time. Such compensation will take effect upon the second substitution made by any one unit member. The unit member has the right to refuse the assigned substitution except in emergency situations. The compensation shall be made on the following schedule:

Period	Amount
0-30 minutes	\$15.00
31-60 minutes	\$30.00

Name: _____ Building: _____

Date	Time	Number of Minutes	Amount
1. _____	_____ to _____	_____	_____
2. _____	_____ to _____	_____	_____
3. _____	_____ to _____	_____	_____
4. _____	_____ to _____	_____	_____
5. _____	_____ to _____	_____	_____
6. _____	_____ to _____	_____	_____
Total Compensation Due			_____

Signature of Unit Member Date

Signature of Building Administrator Date

Signature of Director of Human Resources Date

Account Number _____ Total Approved Payment _____

**ORANGE CITY SCHOOL DISTRICT
GRADUATE COURSE CREDIT
APPROVAL**

Certified Unit Members who wish to take graduate courses for advancement on the salary schedule must fulfill the following requirements:

1. Complete this form; list each professional course (graduate catalog number, etc.) or detailed information concerning other types of experience in which you wish to participate as covered in Article XIV, Section C.
2. The application must be approved and dated by the Director of Human Resources.
3. Complete the course and file the grade slip or transcript, to show that the requirements have been completed.

Name: _____ Building: _____ Date: _____

Assignment: _____ Name of Graduate Course _____

Course Number: _____ Regular Class Workshop Course Starts __/__/__ Ends __/__/__

College or University _____ Hours of Credit: Semester _____ Quarter _____

How will this course benefit your school assignment? _____

Approved: _____ Regular Hours
_____ Workshop Hours

Disapproved Reason: _____

Signature of Director of Human Resources

Date

ORANGE CITY SCHOOL DISTRICT TUITION FREE ENROLLMENT

This form must be completed and returned to the Human Resource Office by August 1st of each school year the child is enrolled. You must contact the appropriate building for transfer procedures.

School Year: _____

Please list name, age, and grade the student will enter:

_____	_____	_____
Student's Name	Age	Grade

_____	_____	_____
Student's Name	Age	Grade

_____	_____	_____
Student's Name	Age	Grade

_____	_____	_____
Student's Name	Age	Grade

Name of Orange Teacher Assn. Unit Member: _____

Home Address: _____

District of Residence: _____

Not available to Orange Teacher Association unit members initially hired on and after the first employee workday of the 2009-2010 school year. Children of Orange Teacher Association unit members employed before the first employee workday of the 2009-2010 school year may attend Orange City Schools on a tuition-free basis.

**Orange City Schools
Supplemental Contract Re-evaluation Form**

Form must be submitted by April 15th each year

School year _____ Name of supplemental _____

Number of students involved in the activity _____

Length of time of assignment _____

Number of adult supervisors _____

Amount of school time involved in the assignment _____

Amount of non-school time involved in the assignment _____

Qualifications and expertise applicable to the assignment _____

List the responsibilities and activities required of the supervisors in the assignment (use reverse side if necessary) _____

Additions or exclusions to the responsibilities or activities of the assignment from previous years (use reverse side if necessary) _____

List any responsibility for campus facilities or equipment _____

List (if any) documented inequity in present year schedule _____

Staff Member _____ Date _____
Print name

Staff Signature _____

Orange Board of Education

SALARY NOTIFICATION - CERTIFIED PERSONNEL -

Name:

School Year:

Assignment:

Building:

Date Hired:

Degree:

Step

Percent:

Salary
(Salary Base x Percent)

Professional Development Award:

Professional Credit Dollars:

BASIC INSTRUCTIONAL TOTAL:

Per Diem

Assigned Additional Days

Total Additional Days

Per Diem Rate is calculated by
dividing contract days (185) into
the Salary + PDP
and Professional Credits.

GRAND INSTRUCTIONAL TOTAL:

Activities and Athletics

Activities and Athletics \$

TOTAL ACTIVITY: \$

PROJECTED TOTAL FOR ALL ASSIGNMENTS:

SCHEDULE MODIFICATION REQUEST

Full Time Tenured Teacher's Name: _____

Area of Study: _____

Proposed Schedule:

	Mon	Tues	Wed	Thur	Fri
Time					

Rationale for modification of Schedule: _____

Principal's Recommendation: _____

Teacher's Signature

Superintendent's Approval

Building Principal's Approval

**Orange School District
Travel Authorization Request & Payment Form**

Submit to the building principal or appropriate administrator for pre-travel. The original form will be returned to the building principal. Upon completion of travel, enter actual expenses incurred, attach original receipts and resubmit via the building principal or the appropriate administrator for final approval. (Your leave form should accompany this form). (Please tape receipts to an 8-1/2" x 11" sheet of paper in order)

Name: _____ Date: _____

School/Building _____ Assignment Area: _____
 CO Maint OIP MHS BMS OHS OCE&R GUND TRANSP

Purpose of Travel: _____

Travel Dates: _____ Location: _____

REIMBURSEMENT REQUESTED FOR THE FOLLOWING EXPENSES: * Attach Original Receipts

	Estimated	Actual
Transportation by Plane	_____	_____
Transportation by Automobile		
_____ Miles @ \$ _____ per mile (current IRS rate)	_____	_____
Misc. Charges		
Tolls/Airline Bag Fee	_____	_____
Parking	_____	_____
Ground (taxi/limo/shuttle, etc.)	_____	_____
Communications	_____	_____
Lodging – number of nights: 1 @ + tax (moderate-priced accommodations) If two people are Sharing a room, each occupant must provide a receipt with their own name or both names on one receipt.	_____	_____
Registration Fees: (no cancelled checks - State if paid by you or school) PO # _____	_____	_____
Meals: Meals will be reimbursed @ \$40.00/day per person	_____	_____
Total:	=====	=====

Employee's Signature

Principal's Signature Date

Central Office Approval Date

Travel Accounting

_____	Teacher	001-1190-439-0000-000000-000-00-888
_____	Administrative	001-2421-439-0000-000000-000-00-555
_____	Support Staff	001-2412-439-0000-000000-000-00-876
_____	AP	001-1130-439-0000-000000-004-00-888
_____	Personnel	001-2412-439-0000-000000-005-00-876
_____	Treasurer	001-2510-439-0000-000000-005-00-457
_____	Curriculum	001-2212-439-0000-000000-005-00-888
_____	Superintendent	001-2411-439-0000-000000-005-00-555
_____	Operations	001-2610-439-0000-000000-005-00-700
_____	Communications	001-2930-439-0000-000000-000-00-512
_____	Other	001-2429-439-0000-000000-000-00-555

Principal's Final Approval Date

Approved for Payment of \$ _____

\$ _____
Amount to be paid

For Petty Cash Reimbursements:
 Date of payment: _____
 Check #: _____

The following hereby attest that this Agreement constitutes a legally binding contract for period July 1, 2012 through June 30, 2015.

Orange Board of Education

Orange Administrative Team

Orange Teacher Assn. Team

James Mott

Paula J. Dwyer

Daniel Diller

Daymar Fellowes

Brian H. Frank

Brad Anderson

T. J. [Signature]

Jim Keller

Angela S. Wilkos

Patricia T. McNeely

Joseph Coler

Eric [Signature]