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MASTER CONTRACT

between the

**NORWAYNE
EDUCATION ASSOCIATION**

and the

**NORWAYNE LOCAL
BOARD OF EDUCATION
(Wayne County, Ohio)**

**Effective
July 1, 2012 –
June 30, 2015**

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ARTICLE 1. RECOGNITION

101 RECOGNITION OF ASSOCIATION (P.N. 2012)

The Norwayne Local Board of Education (Wayne County, Ohio), hereinafter "Board," does hereby recognize the Norwayne Education Association/ OEA/NEA, hereinafter "Association," as the exclusive representative for all certificated/licensed personnel, Dean of Students and In-School Suspension Supervisor, excepting those persons who, by the nature of assignment, require a certificate/license and administrative contract as defined by Ohio Revised Code (ORC) 3319.01 and 3319.02 Athletic Director and substitutes (except as provided in Section 102, below), except as otherwise certified by SERB (State Employment Relations Board).

102 DEFINITION OF MEMBER OF BARGAINING UNIT [P.N. 2006]

A. Teacher

The term "teacher," as used in this Agreement, shall refer to those persons included in the bargaining unit.

B. Individual/Small Group Instructor (ISG)

Individual Small Group Instructor (I/SGI) benefits and rights under this Contract are limited as a result of the position being paid hourly and being part-time. Thus, Individual/Small Group Instructors shall be excluded from the rights provided by Sections 402, 405, 606, 608, 701, and 703, herein. Further, leaves of absence and insurance shall be prorated on an hourly basis using seven (7) hours daily average as full-time.

C. Substitute

1. The term "substitute" means a properly certified/licensed and qualified person who is a casual or temporary employee.
2. If a substitute teacher works in one (1) position for more than sixty (60) workdays, he/she shall be given a regular limited teaching contract and become a part of the bargaining unit with all rights of the Master Contract, except:
 - a. The Board shall not be required to evaluate the teacher unless the teacher works one hundred twenty (120) days or more in that contract year. (Note: Any evaluation timelines pursuant to by Section 401, herein, shall only be mandatory if they occur one (1) calendar month or more after the date of hire);
 - b. The Board shall not be required to non-renew any regular contract granted under this Section or follow the requirements of Section 402, herein, unless the teacher will be employed one hundred twenty (120) days or more in that contract year; and
 - c. Personal Leave will be prorated on the basis of one (1) day for each sixty-one (61) days employed for persons employed under this Section.

D. In-School Suspension Supervisor

The term "In-School Suspension Supervisor" shall mean either a certified/ licensed or noncertified/non-licensed person employed solely for the position of In-School Suspension Supervisor, whose benefits and right to use this Contract are limited as a result of the position(s) being paid hourly and being part-time. Thus, In-School Suspension Supervisors shall be provided the same benefits as Individual/Small Group Instructors (see Section 102/B,

above) except that they shall not be paid for preparation time nor be required to teach or cover a class.

ARTICLE 2. NEGOTIATIONS PROCEDURE

201 MEETINGS (P.N. 2006)

- A. A written request for meetings will be submitted by the Association to the Superintendent or by the Superintendent to the President of the Association. This request shall be submitted on or before the 120th calendar day prior to the expiration of this Contract, and negotiations shall start on or before the 90th calendar day prior to the expiration of this Contract. Notwithstanding any other provision in this Article, the parties may modify the Negotiations Procedure for the purpose of beginning negotiations earlier by mutual agreement prior to the commencement of any negotiations provided for in this Agreement.
- B. Any subject matter to be considered during negotiations will be specified in writing.
- C. The first negotiations session shall be held within fifteen (15) days of the date of the filing date of the Notice to Negotiate to SERB.
- D. At the first negotiations session, both parties shall mutually exchange their fully written proposals in such language as would be suitable for a final contract. Topical listings by either party of items proposed for negotiations, i.e. "agenda lists," shall constitute a clear failure of compliance and may be disregarded. After the first negotiations session, no new proposals may be introduced during the course of negotiations without the mutual consent of the parties.
- E. Representation shall be three (3) representatives each for the Board and the Association. Either team may have a maximum of two (2) nonspeaking observers present at any negotiations session. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party.
- F. The parties may call upon additional professional and lay representatives to consider matters under discussion and to make suggestions necessary. Clerical assistance may be provided at the cost agreeable to both parties. The cost of such consultants shall be borne by the party requesting their services.
- G. Relevant data and supporting information, proposals and counterproposals will be presented.
- H. All negotiations shall be conducted in closed session.
- I. During the period of negotiations, interim reports of progress may be made to the Association by its Negotiations Committee and to the Board by the Superintendent and/or the representative Board member. However, while negotiations are in process, both negotiation teams shall approve any release to news media.
- J. Prior to the end of any negotiations meeting, there shall be agreement to the time, place, and date of the subsequent meeting until negotiations are completed.
- K. Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable time to caucus. Caucuses shall not exceed thirty (30) minutes, unless extended by mutual agreement. Separate caucus rooms and copy equipment will be provided.

- L. Any time limits established under this Article may be modified by mutual agreement of the parties.

202 AGREEMENT (P.N. 2003)

- A. As tentative agreement is reached on each proposal it shall be initialed by the Chief Spokesperson of each team, dated and removed from further bargaining, including mediation or fact-finding or both. Any item not proposed with definite written changes in the initial proposal of either party shall be initialed at the first negotiations session as tentatively agreed and is subject to the proviso above.
- B. When total tentative agreement is reached through negotiations, the total outcome shall within seven (7) calendar days be submitted to the Association for formal approval. Following ratification by the Association, the Board shall act within seven (7) calendar days upon the total outcome. Any resulting agreement shall be binding on the parties. The Agreement will prevail over any conflicting Board policy.
- C. The Master Agreement will be printed. The cost of the printing will be approved, in advance, and equally split between the Board and the Association. Additional copies will be at the expense of the ordering party. The Master Agreement will be electronically available.

203 DISAGREEMENT (P.N. 2006)

A. Responsibilities

- 1. The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize such facilities as are provided by this document and ORC 4117.
- 2. Good faith involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons or to offer counter proposals. However, neither party is compelled to agree to a proposal or make a concession. Good faith requires both parties to recognize negotiations as a shared process.
- 3. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

B. Impasse Procedures

- 1. If the parties are unable to reach an agreement, either party may declare that an impasse exists. The parties shall then request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) to assist the parties in resolving the remaining issues.
- 2. Mediation, as set forth above, constitutes the parties' mutually agreed upon final and exclusive dispute settlement procedure, and shall operate in lieu of the settlement procedures set forth in ORC 4117.14.

3. If the parties have complied with the dispute settlement procedures outlined above and there has been no settlement by the expiration date of the Collective Bargaining Agreement, the Association retains the right to strike as outlined in ORC 4117.14(D)(2).

ARTICLE 3. GRIEVANCE PROCEDURE

301 DEFINITION OF A GRIEVANCE (P.N. 1988)

A “grievance” is a claim of a teacher, a group of teachers, or the Association that this Contract has been misinterpreted, violated, or misapplied.

302 DEFINITION OF TERMS (P.N. 1986)

- A. The term "grievant" or "aggrieved" shall include all teachers, any group of teachers acting as a class, or the Association acting on behalf of itself or for any teacher or group of teachers.
- B. "Representation" or "Representatives," as provided for in this Section, shall be any member of the Association chosen by the aggrieved, legal counsel of the aggrieved, or any other person of the aggrieved's choosing.

303 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION (P.N. 2006)

- A. A grievant may appeal on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association, or by counsel, or by any other person of the aggrieved's choice, except that the aggrieved may not be represented by an officer or employee of any teachers' organization other than the Association.
- B. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal. The Association shall have the right to be present at the settlement and offer testimony to insure that the settlement is not inconsistent with the terms of this Negotiated Agreement.
- C. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction to this School District; however, if the grievant elects to utilize the grievance procedure, the grievant may not pursue redress in any other forum.
- D. No member of the Association may submit a grievance to arbitration without the consent of the Association.
- E. If a grievance appears to arise from the action of an authority higher than the Immediate Supervisor and/or affects a group of members or the Association, it may be submitted at Step Two, below.
- F. Any grievance not settled at an informal level shall be reduced to writing and state such relief sought.
- G. Any grievance may be dealt with by the grievant seeking redress with the Immediate Supervisor; however, this informal procedure does not preclude the filing of any grievance at any appropriate formal level.
- H. The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file or any file used in the transfer, assignment, or promotion process; nor shall such fact be used in

any recommendation for reemployment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this grievance procedure.

- I. Time limits specified herein are considered maximum; however, they may be extended by written agreement by the parties. Failure to timely respond to a grievance allows the grievance to advance to the next step. Failure to timely advance a grievance to the next step serves to further bar the grievance.
- J. Every certificated/licensed staff member who wishes to file a grievance must file a copy with the Association on or before said grievance is presented to the Administration and/or Board.

304 PROCEDURE (P.N. 2006)

A. Informal Step

If a grievant believes that there is basis for a grievance, the grievant may first discuss the matter with an Immediate Supervisor in an effort to resolve the problem informally.

B. Step One

If the grievance is not resolved within five (5) days of such informal meeting, or if the aggrieved has elected not to use the informal procedure, the aggrieved may present a formal claim to his/her Immediate Supervisor by submitting a completed Grievance Report Form (Appendix A) within thirty (30) working days of the latest, most current, event giving rise to the alleged grievance. Within five (5) days of receipt of the grievance, the Immediate Supervisor shall meet with the aggrieved and/or the aggrieved's representative(s), if elected by the aggrieved, in an effort to resolve the matter. The Immediate Supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the aggrieved and the Association. If such disposition is not timely filed, the grievance shall be sustained.

C. Step Two

If the aggrieved is not satisfied with the disposition of the grievance in Step One, the grievant and/or the Association shall complete the Grievance Report Form, Step Two, and submit the grievance to the Superintendent within five (5) days of the disposition at Step One. Within five (5) days of receipt, the Superintendent and/or designated representative shall meet with the grievant and/or his/her representative to resolve the matter. Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step Two and forwarding it to the aggrieved. The Association shall be notified in writing of said disposition. If such disposition is not timely filed, the grievance shall be sustained.

D. Step Three

If the grievant is not satisfied with the disposition made by the Superintendent or if no disposition has been made within the above stated time limits, the grievance may be submitted to arbitration before an impartial arbitrator by the grievant and/or his/her representative by completing the Grievance Report Form, Step Three, within ten (10) days and filing same with the Board. If the Board and the Association cannot agree as to the arbitrator, then he/she shall be selected from a list or lists as provided by the American Arbitration Association according to its Voluntary Rules and Regulations. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree that the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be borne by the party determined to be at fault.

ARTICLE 4. TEACHER RIGHTS

401 FORMAL EVALUATION PROCESS (P.N. 2012)

A. Purposes

1. At the beginning of each school year, each teacher will be provided with comprehensive information regarding the philosophy and purpose of the evaluation process.
2. Teacher evaluation will take place only when normal instruction (other than Section 401 A3a through A3e, below) is expected to take place.
3. Formal teacher observation will not take place on the following days. (However, these exclusions shall not be interpreted as allowing for less than normal instruction on these days.)
 - a. The next workday following Christmas, Thanksgiving, or the Easter break.
 - b. The next workday following an evening parent/teacher conference.
 - c. The next workday following a teacher's absence from work due to illness unless timelines for evaluation cannot be met.
 - d. Days in which the observation time is interrupted to the extent that class attendance is administratively reduced by fifty percent (50%) or more.
4. The primary purpose of the evaluation procedure is to be used as a means for improving instruction.

B. Formal Evaluation

All teachers shall be formally evaluated based on continuous experience in the Norwayne Local Schools in accordance with the following provisions:

FREQUENCY OF OBSERVATIONS		
Year	1st Observation Between September 20 & December 15	2nd Observation Between January 1 to April 1
1st-3rd Years in	Minimum of 1 Observation	Minimum of 1 Observation
Up for Contract Renewal	Minimum of 1 Observation	Minimum of 1 Observation
Less Than 3 Consecutive	Minimum of 1 Observation	Minimum of 1 Observation
Eligible for Continuing	Minimum of 1 Observation	Minimum of 1 Observation
More Than 5 Years	The teacher will be given the option of participating on the Self-Directed Professional Inquiry Track for years in which the limited contract does not expire or submitting to the evaluation process. In the latter situation, the Administrator may opt to conduct only one formal observation prior to completing the evaluation summary, with the evaluation summary being completed by May 1.	
On Continuing Contract	Minimum 2 observations to be completed by May 1 at least once every three years. The teacher will be given the option of participation on the Self-Directed Professional Inquiry Track in the off years or submitting to the evaluation process. In the latter situation, the Administrator may opt to conduct only one formal observation prior to completing the evaluation summary with the evaluation summary being completed by May 1.	

C. Procedure for Formal Observation and Evaluation Summary

1. Each class observation is to be an in-depth observation, which means at least thirty (30) minutes in length. For the first observation in the cycle, it is the teacher's obligation to sign up for the observation and submit a unit plan and single lesson plan prior to the observation. For the second observation, the teacher must submit a lesson plan prior to the observation. Inclusion teachers who only serve as co-teachers in the inclusion setting and who utilize the classroom teacher's unit plan for the first observation will submit the unit plan with modifications reflecting the needs of the special education students in that setting. The Reflection Sheet and Artifact Sheet will be submitted within five (5) days after the observation.
2. There will be a follow-up conference within ten (10) school days after each observation. If a teacher receives an unsatisfactory rating, the principal will create a remediation plan.
3. An evaluation summary will be completed within ten (10) school days of the last observation conference. The teacher and the evaluator will sign the observation and evaluation summary forms. A teacher's signature on the observation and evaluation summary forms will not be interpreted to mean that the teacher agrees with the observation or evaluation summary only that he/she has read and discussed it.
4. The teacher shall have the unfettered right to attach any comments regarding the observation or evaluation summary to the written forms. Such comments shall become a part of the written observation or evaluation summary form and shall be placed in the

teacher's personnel file. Such observation or evaluation summary form shall also be submitted to the Superintendent to be placed in the personnel file of the teacher.

5. In the event a teacher's absences interfere with the evaluation timelines (e.g. the teacher is on an approved leave and unavailable for purposes of evaluation), the evaluation timelines will be extended for a corresponding period. Upon the teacher's return to work, the teacher will assume the same contract status held at the time the leave began. This Section expressly supersedes any conflicting provisions set forth in ORC 3319.11 and 3319.111.

D. Professional Inquiry Track

A teacher's performance under the Professional Inquiry Track will not be factored into the teacher's formal evaluation. The teacher must submit his/her proposal for the self-directed Professional Inquiry Track no later than October 1. The teacher's self-evaluation of progress must be submitted on or before April 30.

E. Authorized Observers

1. The only persons authorized to observe a teacher for the purpose of evaluation shall be the Superintendent, the Principal and/or Immediate Supervisor.
2. Each circuit teacher shall be assigned to only one Administrator for the purpose of this evaluation procedure. This Administrator may seek input from other Administrator(s) in whose buildings said circuit teacher is assigned during the school year in making the evaluation. Any said input shall be provided to the teacher as part of the evaluation process.

F. This evaluation procedure supersedes the evaluation procedure outlined in Ohio Revised Code 3319.111.

G. The instruments used to evaluate District teachers, Individual/Small Group Instructors, guidance counselors, and librarians are attached as Appendix B.

H. The Board and Association will convene an evaluation committee no later than October 15, 2012 for the purpose of creating an evaluation framework, procedures and processes for the evaluation of certified employees consistent with Ohio Revised Code Section 3119.111 and 3319.112.

1. The committee will be comprised of up to four (4) Association members appointed by the Association President and up to four (4) Administrators appointed by the Superintendent. In addition, either Party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
2. The evaluation committee will be chaired jointly by a member from the Association and an Administrator. All decisions of the committee will be achieved by consensus.
3. Meetings will be scheduled by mutual agreement of the evaluation committee members. Release time will be provided up to a maximum of the equivalent of three (3) workdays.
4. On or before March 31, 2013, the evaluation committee will recommend an evaluation model to the Board and the Association negotiating teams. The negotiating teams will be responsible for the final language which, upon ratification and approval, will be incorporated into the negotiated agreement via a memorandum of understanding and will

take effect at the start of the 2013-14 school year. In the event the negotiating teams are unable to reach a tentative agreement by April 30, 2013, either Party may request the services of a mediator from the Federal Mediation and Conciliation Service to assist the parties in resolving any issues. If the Parties remain at impasse as of May 31, 2013, the issues will be submitted to expedited binding arbitration with the arbitrator to issue a final decision on or before July 20, 2013.

5. Should the Parties be required to revisit the evaluation model because of new requirements of the Ohio Department of Education, the Contract will be reopened for negotiations related to such requirements.

402 FAIR DISMISSAL (P.N. 2003)

A. Definition of Terms

1. Termination of a contract shall be defined as the ending by Board action of a continuing contract or a limited contract before the expiration time period specified in such contract and in accordance with Section 402/B, below.
2. Non-renewal of contract shall be defined as an affirmative vote by the Board to sever the employment relationship of a teacher on a limited contract in keeping with ORC 3319.11 and Section 402/C, below.

B. Termination of a Contract

Basis for Termination

The contract of a teacher may be terminated by the Board for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board, or for other good and just cause (ORC 3319.16).

C. Non-renewal of a Limited Teaching Contract

1. When it is the intention of the Superintendent to recommend non-renewal of a teacher, such teacher shall be notified in writing prior to April 15 of each school year. The written notice will include the reasons for non-renewal.
2. Within ten (10) calendar days after receipt by the teacher of the Board's action non-renewing the teacher's contract, the teacher may file with the Treasurer a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.
3. The Treasurer, on behalf of the Board, shall provide the teacher with a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher. That response will be provided within ten (10) calendar days of the date of receipt of the teacher's written request.
4. Within five (5) days after the teacher's receipt of the Treasurer's response, the teacher may file with the Treasurer, a written demand for a hearing before the Board. Written notice setting forth the time, date and a place for the hearing will be provided to the teacher within ten (10) days of receipt of the request. The actual hearing will be scheduled at a mutually agreeable time for the Board, the Association, and the teachers.

5. Any hearing conducted under this Section will be conducted by a majority of members of the Board. The hearing will be held in executive session unless the Board, the teacher, and the Association agree to hold the hearing in public. The Board's decision will be reduced to writing and issued within ten (10) calendar days of the date of the hearing.
6. This Section expressly supersedes Ohio Revised Code 3319.11(G).
7. The Court of Appeals hearing portion of Ohio Revised Code 3319.11 for non-renewal will be the final recourse for bargaining unit members.

403 PERSONNEL FILES (P.N. 2006)

A. Location and Maintenance

The official personnel file for all teachers shall be kept and administered by the Superintendent. Information contained in any other file may not be used.

B. Content of Personnel Files

The official personnel file of all teachers of the District shall contain the following:

1. Application for employment;
2. Transcripts of training and education records;
3. Copies of certificates and/or licenses;
4. Copies of evaluations of the teacher performance as made by the supervisory personnel;
5. Teacher response to the evaluation;
6. Any correspondence relating to the teacher; and/or
7. Teacher response to any correspondence as stated in Section 403/B6, above.

Note: Confidential pre-employment references shall be kept in a separate file not accessible to anyone.

- C. Each teacher shall be given a copy of any information that is to be placed in his/her personnel file, with the exception of the confidential pre-employment references. The teacher shall have the right to respond to such material, in writing, and have the response attached to the specific material that is placed in the file.
- D. Access to the official personnel file shall be available to the teacher and/or his/ her representative upon written request to the Superintendent. Access shall be provided no later than one (1) day after the submission of the request.
- E. No one other than administrative personnel and Board members shall have access to an individual teacher's file. Any information that is requested by a party that, under the law, has the right to do so shall not be forwarded without the knowledge of the teacher. However, the individual teacher shall have the right to have any material contained in his/her file forwarded to any agency or individual that he/she requests.

- F. There will be no charge for one (1) copy of each material placed in or requested from a teacher's personnel file. All additional copies will be provided at an added expense to the teacher.
- G. There shall not be any material in the file that is obsolete, inaccurate, irrelevant, incomplete, untimely or inappropriate for retention. If a teacher believes that this Section is applicable, the matter must be brought to the attention of the Superintendent for an investigation pursuant to ORC 1347 prior to filing a grievance.

404 PROFESSIONAL AND ACADEMIC FREEDOM (P.N. 1984)

- A. A teacher seeks to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom will be guaranteed to teachers in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. The teacher is responsible for exercising his/her judgment, common sense, and community awareness in selecting for discussion those relevant issues which he/she may deem to be of value to the maturity and understanding of the students involved.
- C. Teachers are entitled to full rights of citizenship, and no religious or political beliefs of any teacher or the lack thereof in the teacher's private life will be grounds for any discipline, providing the law has been respected and obeyed.
- D. Therefore, free and open exchange of views and ideas between teachers and students is desirable and necessary.

405 STAFF REDUCTION PROCEDURE (P.N. 2012)

A. Causes

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, changing course offerings and selections, or by reason of suspension of schools or territorial changes affecting the District, or loss of a federally-funded position due to loss of Federal funds, or for financial reasons, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonably based reduction.

B. Attrition

Transfers due to attrition will have priority over implementing this procedure.

C. Suspension of Contracts

Reductions under this procedure will be effectuated at the beginning of the following school year, except in the case of a return from a leave of absence, and shall be accomplished through the suspension of a teacher's contract. Notice will be given on or before April 30. If a decline in enrollment, as determined by 405/A, above, is solely due to the impact of open enrollment, post-secondary options, or private school enrollment, the deadline for notification shall be no

later than July 15. The deadline for resignation of a teacher affected by this exception shall be extended to July 31.

On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would receive under the contract.

D. Notification

Prior to a reduction in staff, the Board shall give written notice to the Association, through its President, of its intent to effect a reduction in staff. Such notice shall contain the reason for the reduction in staff and the positions affected in the District.

E. Order of Reduction

1. For the purposes of this section, teachers with “comparable” evaluations are those teachers whose overall or composite rating is at the same level. For the 2012-2013 school year, teachers will be treated as comparable for the purpose of RIF.

For the 2013-2014 school year, the determination of the overall or composite rating will be dependent upon the new evaluation framework, procedures and processes referenced in Article 401, Section H.

2. In making reductions, the Board will proceed to suspend contracts in accordance with the recommendation of the Superintendent who, within each teaching field affected, will give preference to teachers on continuing contract. The Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations as defined in E.1 above.

F. Procedure

1. On or before November 1 of each school year, the Association President and the Superintendent will cooperatively develop a seniority list. Teachers shall be placed on all lists for which they are certified/licensed. Any Bargaining Unit Member who wishes to challenge the accuracy of the seniority list must submit the basis for the challenge in writing on or before December 1 with a copy to the Association President and the Superintendent. A final seniority list reflecting any corrections will be published on or before December 31.
2. Exceptions to preferences for retention based on seniority where teachers otherwise have comparable evaluations may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment.
3. “Seniority” will be defined as the length of continuous service as a certificated/licensed employee under regular full-time contract in this District.
 - a. Board approved unpaid leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 - b. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 - 1) the date of the Board meeting at which the teacher was hired; and then

- 2) the date the teacher signed his/her initial employment contract in the District; and then
 - 3) any remaining ties will be broken by lot.
4. Teachers selected for reduction in staff shall immediately be placed on a reduction in staff list compiled from the seniority lists. The Association President will receive a copy of the reduction in staff list.
 5. The Board shall notify every affected teacher. As each person is reinstated, the Board shall notify the Association President.

G. Recall

1. Any teacher unemployed as a result of staff reduction shall be recalled based on certification/licensure, with preference given to teachers with continuing contracts. In recalling teachers, the Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations.
2. While there are previous teachers of the District who are unemployed as a result of reduction in staff and who possess proper certification/ licensure to fill any vacancy which may arise, no new teacher(s) shall be hired.
3. The Board shall give written notice of recall by a certified letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Treasurer of the Board of any change of address.
4. Within ten (10) working days of the returned receipt of a certified delivery of offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. No teacher shall lose his/her place on the recall list by declining a position with a lesser percentage of full-time employment than the position the teacher last held while employed in the District.
5. Teachers returning to employment after a reduction in staff shall resume their previous contract status, seniority, salary and existing fringe benefits. A teacher recalled to a position with fewer hours than previously occupied will receive prorated salary and benefits
6. If a teacher declines an offer to return, or does not answer a request to return, or does not keep his/her address current with the Treasurer's Office, or was on a limited contract and has been on the recall list for twenty-four (24) months, said person shall be removed from the recall list and the Board shall have no further obligation to the person. If a teacher on a continuing contract declines an offer to return or does not answer a request to return, he/she shall waive his/her right to further employment with the Board. Otherwise, a teacher whose continuing contract has been suspended by the Board will have an ongoing right of restoration to continuing service status by the Board if and when teaching positions become vacant or created for which the teacher is qualified.
7. It shall be the responsibility of all certified/licensed staff to have on file in the Local and County Superintendents' Offices all valid Ohio Teaching Certificates/Licenses.
8. A teacher, when on the recall list, who becomes certified/licensed in additional areas shall not replace a teacher currently employed. However, said teacher will be added to the appropriate Reduction in Staff List in additional certified/licensed area(s).

406 **TRANSFER, VACANCY, AND PROMOTIONS (P.N. 2009)**

A. Vacancy

Vacancies in positions covered in this Contract shall be posted on faculty bulletin boards in each building within five (5) days after each regular or special Board meeting during the regular school year. During the summer months, said notice shall be mailed to the Association President and to the teachers who have given previous written notice of interest to available positions.

B. Voluntary Transfer or Promotion

1. This Section is primarily to set forth procedures whereby teachers can make known their desire and be considered for a new assignment. Employed teachers properly certificated/licensed can make known their interest in changing positions opened through vacancy or creation by the Board as made known to teachers in 406/A, above. Teachers may also request a change in position annually, by completing the letter of intent distributed by the Superintendent to all teachers by April 1. If said vacancy occurs, requesting teachers shall receive written notification of the disposition of said opening. Teachers must be or will be properly certificated/licensed by the effective date of the position considered.
2. No position shall be filled until five (5) days after posting on bulletin boards or in summer months (except August) seven (7) days after the date of postmark to the Association President.

C. Involuntary Transfer

1. Teacher placement is recognized as a responsibility of the Superintendent. In order to meet educational needs of the District, it may be necessary to involuntarily transfer a teacher. An involuntary transfer shall mean a change in the teacher's assignment without the teacher's consent. Involuntary transfer shall be limited to once per school year, except for transfers due to the fact that the teacher being transferred again is the only teacher certified/licensed for the position. An involuntary transfer shall be effected only after the teacher involved is given a two (2) week written notice as to the reasons for said transfer. The teacher may request in writing a meeting with the Superintendent to discuss the merits of the transfer. The teacher may at his/her option have a representative of his/her choice at this meeting. Such a transfer shall be made only when the Superintendent determines it is the best interest of the educational program. No teacher shall be transferred to a position for which he/she does not hold standard certification/licensure.
2. A teacher who is involuntarily transferred to a different grade level or to a subject matter in which the teacher has not taught for the past three (3) years, upon request will receive support from a Mentor Teacher and/or the Curriculum Coordinator.
3. A teacher (excluding a special area teacher) who is involuntarily transferred out of his/her content area/and or grade level and other than for a RIF shall be provided a stipend of Two Hundred Fifty Dollars (\$250.00) for the time necessary to prepare for the new assignment.
4. If no equitable solution can be reached, the transferred teacher shall have the option to request release from his/her contract and said request will be granted. The teacher also

has the option to transfer out of the position to any future vacancies for which he/she is certified/licensed and has expressed a written interest. Such transfer will only be granted at the start of the following school year.

407 TEACHING DUTIES (P.N. 1991)

A. Responsibility

Teachers are responsible to the Principal or Teaching Principal of the respective building.

B. General Duties

1. The primary duty is to educate the students.
2. It is the teacher's duty to abide by the rules, regulations, and policies adopted by the Board and Administration.

C. Specific Duties

Teachers shall:

- a. Keep informed of new developments in their field(s) of instruction and use the methods and techniques that best meet the needs of the students within the limits of authority, facilities, and materials available;
- b. Supervise students in the classroom and/or learning centers during instructional time. Assignment to supervision of students, during non-instructional time, shall be made in an equitable manner for all teachers;
- c. Conduct classes of instruction according to the assigned time schedule and be responsible, within reasonable limits, for students dismissed from an assigned class or activity;
- d. Assist in supervision of students in the halls and classroom during arrival, dismissal, and change of classes;
- e. Maintain good discipline and control. Student discipline by the teacher shall relate to the situation and individual student. Questions related to proper or degree of discipline shall be answered by the Principal;
- f. Remain with students during class or other supervisory duty, except in an emergency situation;
- g. Maintain appropriate records of student progress;
- h. Complete and forward related reports in keeping with administrative procedures and directives;
- i. Provide notice to the Building Principal or his/her designated representative as a courtesy when leaving the building during the regular school day;
- j. Keep lesson plans, seating charts, and related materials available and updated;
- k. Attend all faculty meetings and District in-service programs called by the Principal or the Superintendent during the workday, unless excused by the Immediate Administrative Supervisor;
- l. Report any accident or illness of students to the Principal;
- m. Report any hazardous, unsafe or unhealthy condition observed in or around the school to the Principal;

- n. Have students move immediately away from any unsafe, unhealthy, or immediate danger and notify the Principal's Office of the condition;
 - o. Not provide or administer internal medicines of any kind;
 - p. Give full attention to contract responsibilities; and
 - q. Not be required but may handle students' medical and related problems to the extent that said teacher feels competent to handle these problems.
- D. Daily attendance registers shall be kept by the office for all students in Grades 7 through 12.
- E. Nonteaching duties, only if necessary, and homeroom duties shall be assigned uniformly and equally over the length of the school year.

408 PARENTAL COMPLAINT PROCEDURE (P.N. 2006)

- A. When a complaint is made to the Board or any of its members or administrators by student's parents or any other member of the public concerning a teacher's conduct or other activities that relate to the teacher's employment duties, the teacher shall be informed by the appropriate administrator of the stated concern. If after administrative investigation, the concern is to be used as a negative in evaluation or as a basis for disciplinary action, the complainant's identity shall be made known to the teacher. The appropriate Administrator and the teacher shall attempt to resolve the party's complaint with the parent prior to action being taken by the Superintendent and/or the Board.
- B. Should the complaining party still not be satisfied and bring the concern to the Board, the teacher shall be so informed and have the right to provide the Board information concerning the issue. In no case shall such a complaint be grounds for action or reprimand or discipline against a teacher without the teacher's having prior notice that would allow a reasonable period of time [no fewer than five (5) school days] for the teacher to attempt to resolve the concern or provide information on the issue to the Administration.
- C. Any administrative written communication with parents concerning a particular teacher shall be preceded by a copy being sent to the teacher. Any teacher-written communication to (a) parent(s) concerning the Board or the Administration of the District/school shall be preceded by a copy of the communication being sent to the appropriate Administrator or Board Treasurer.

ARTICLE 5. LEAVE PROVISIONS

501 SICK LEAVE (P.N. 2006)

- A. The total number of days' accumulation for the use of Sick Leave for all teachers shall be two hundred sixty (260) days.
- B. Teachers shall earn Sick Leave credit at a rate of one and one-fourth (1-1/4) days per month while under contract with the Board. Annual accumulation is fifteen (15) days.
- C. A teacher newly employed by the District will be credited for unused Sick Leave accumulated in other public school employment. This shall be in keeping with Ohio Revised Code 143.29 and necessary verification by the proper public agency.
- D. Each newly hired teacher and any teacher who has exhausted his/her Sick Leave shall be credited with five (5) days of Sick Leave per year. If any of these five (5) days of Sick Leave are used, they shall be deducted from the Sick Leave accumulated during that contractual year,

or if necessary, the following contractual year. If the teacher ends employment using the advance leave and not earning the same, he/she shall have the per diem amount deducted for said unearned Sick Leave from the last paycheck issued by the Board.

- E. Teachers employed by the Board, upon approval of the Superintendent, may use Sick Leave for the following reasons limited to the total accumulation of unused Sick Leave:
 - 1. Personal illness or injury;
 - 2. Pregnancy;
 - 3. Exposure to contagious disease; and/or
 - 4. Illness, injury or death in the immediate family.
- F. "Immediate family" means spouse, children, father or mother. It also includes brother, sister, grandparents, grandchildren, and mother-/father-in-law, or persons who have assumed a similar legal relationship to the teacher. In addition to those otherwise provided above, the death of aunts, uncles, and sisters-/brothers-in-law will also be included.
- G. Each teacher shall receive a statement from the Board Treasurer on the first pay of September each year showing the dates during the previous school year Sick Leave was charged against said teacher, the total number of Sick Leave days used during the school year and the total number of accumulated and unused Sick Leave days to the credit of said teacher. The information required hereby shall be current to the first day of May immediately preceding the last day of the school year.
- H. Upon return from Sick Leave, teachers will complete the leave form (Appendix D) to verify the use of Sick Leave. When the teacher has been absent in excess of five (5) consecutive days, the teacher will be required to provide a physician's statement releasing him/her to return to work or provide proof of medical care.
- I. Use of accrued days will continue to be allowed in one-quarter (1/4) day increments.
- J. A teacher who gives birth to a child need not provide proof of medical care for the six (6) calendar weeks following the birth. Any sick leave used beyond those six (6) weeks will require a physician's statement specifically describing the medical reasons for the need for further paid sick leave.

502 SICK LEAVE BANK (P.N. 2003)

- A. The purpose of the Sick Leave Bank shall be to extend additional Sick Leave days to bargaining unit members should an illness or injury as described in 502/C, below, exhaust the employee's accumulated Sick Leave.
- B. Each employee may contribute an initial one (1) day of his/her accumulated Sick Leave to a common Sick Leave Bank. New employees may contribute upon hiring. Further yearly contributions to be made on or before September 30 of any year shall be limited to the number of days necessary to bring the Sick Leave Bank to a level of one hundred (100) days and may be taken from members in one-quarter (1/4) day increments. Such contributions are irrevocable. Only employees who have contributed days to the Sick Leave Bank at the Bank's inception may apply for days from the Sick Leave Bank. Participation in the Sick Leave Bank shall be voluntary. Employees who do not join the Sick Leave Bank initially will forfeit their right to join the Sick Leave Bank in the future.

- C. Upon depleting accumulated Sick Leave and after obtaining a doctor's statement certifying a life threatening or debilitating physical illness or injury preventing the member from performing the duties of his/her job, a member may request days from the Sick Leave Bank. The request shall be granted if the member meets the following conditions: (1) District records show that the member has exhausted his/her accumulated Sick Leave; 2) the member is not eligible for lost time compensation under Workers' Compensation or under STRS disability; 3) the member is a contributing member to the Sick Leave Bank; and 4) there are sufficient days in the Sick Leave Bank to cover the request. Sick Leave Bank days may not be used to care for another member of the employee's family.
- D. Members may not use days from the Sick Leave Bank to begin the school year.
- E. Members may not use more than forty (40) days at any one time from the Sick Leave Bank.
- F. The District shall keep accurate records of days accumulated by the Sick Leave Bank and of Sick Leave used by the Sick Leave Bank. Annually, the District shall notify the Association in writing of the accumulated days and days charged to the Sick Leave Bank that year.

503 PERSONAL LEAVE (P.N. 2006)

- A. Each employee shall be granted up to three (3) days of Personal Leave per school year. Such leave shall not be cumulative.
- B. Personal Leave shall be granted for the following reasons:
 - 1. Personal business;
 - 2. Emergencies of any immediate nature;
 - 3. Religious holiday;
 - 4. Compulsory court attendance (See Section 508, below);
 - 5. Marriage in immediate family;
 - 6. Death of close friend or relative not covered under present Sick Leave;
 - 7. College graduation; and
 - 8. Professional improvement
- C. The teacher shall notify the building principal of his/her intent to request Personal Leave on the leave form (Appendix D).
- D. Except for emergencies, notification should be at least three (3) working days in advance. In emergency situations, the form shall be completed by the teacher upon return to work. However, the teacher is obliged to notify the Principal of the emergency and the need to be off from his/her teaching assignment, so as to provide the Principal with the opportunity to arrange for a substitute for the teacher. The Superintendent shall notify the teacher requesting Personal Leave at least twenty-four (24) hours prior to the requested date as to the status of the leave.
- E. Personal Leave shall not be used for shopping trips, secondary employment, seeking other employment, for taking or extending a vacation or holiday, or for any recreational activities, without the express written approval of the Superintendent.
- F. If Personal Leave is requested for reason B1 or B8, above, prior to September 30 or after April 30, the express written approval of the Superintendent, regardless of reason, must be obtained.

- G. Except for emergencies under B2, there shall be no more than six (6) bargaining unit members in the District and no more than two (2) teachers per building using Personal Leave on any day for reason B1 or B8, above.
- H. Unused Personal Leave days shall be transferred to the teacher's accumulated Sick Leave days at the end of each school year at the rate of one (1) Sick Leave day for each one (1) unused Personal Leave day.

504 PROFESSIONAL LEAVE (P.N. 2012)

- A. The Board or an authorized representative shall, within five (5) working days of the request, approve attendance at professional meetings if the professional meeting is designed for improvement of classroom teaching, techniques, and strategies that support the teacher's instructional program, upon completion of the leave form (Appendix C). All requests for Professional Leave should be submitted at least fourteen (14) calendar days in advance of the leave to be taken. The Board shall pay registration fees and up to One Hundred (\$100.00) per day each day of the conference [e.g. two (2) day conference will be a maximum of Two Hundred (\$200.00) plus registration] of documented expenses for which the teacher has submitted receipts to the Board Treasurer within five (5) days of his/her return from leave. Teachers shall receive full pay without deduction for the Professional Leave days.
- B. In order to improve teaching techniques and teaching strategies, each teacher shall have the opportunity to use one (1) regular instructional day in any school year for visitation in another school in or outside the District. Any teacher desiring to make such a visitation shall submit a written request to his/her Building Principal stating the specific purpose of the visitation. Approval by the Superintendent or his/her designee and the school to be visited must be received prior to the visitation.
- C. No more than two (2) teachers per building shall use a Professional Leave day on one (1) particular day, and no teacher shall be granted more than three (3) teacher requested days per year out-of-District without the express approval of the Superintendent.
- D. Professional Leave may be granted to those coaches approved by the Superintendent to go to OHSAA sponsored clinics pertaining to those coaches' specific sports. Head coaches may be granted Professional Leave to attend the OHSAA state finals pertaining to a head coach's specific sport.

505 EMERGENCY AND HAZARDOUS LEAVE (P.N. 1986)

If by act of God, any teacher is prevented from reaching school on a regularly scheduled school day, such teacher will be granted emergency and Hazardous Leave with pay if Personal Leave is exhausted. (See Appendix D)

506 EXTENDED LEAVE OF ABSENCE (P.N. 1984)

In accordance with Ohio Revised Code 3319.13 and 3319.131, the following provisions shall apply:

- A. Leave of Absence Request
 - 1. Upon written request (Appendix D) of a teacher, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive school years for educational, professional or other purposes.

2. Upon written request (Appendix D) of a teacher, the Board shall grant such leave of not more than two (2) consecutive school years where illness or other disability is the reason for the request.
3. Upon subsequent request, such leave may be renewed by the Board.
4. Upon return to service of a teacher at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave.

B. Leave of Absence for Professional Improvement

A teacher who has completed five (5) years of service in the District may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions:

1. The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission attached to the leave form (Appendix D), and at the conclusion of the leave provide evidence that the plan was followed;
2. The Board may not grant such leave unless there is available a satisfactory substitute;
3. The Board may not grant such leave to more than five percent (5%) of the teachers at any one time;
4. The Board shall not allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary;
5. The Board shall not grant said leave for more than one (1) school year;
6. The Board shall not grant said leave to any teacher more often than once each five (5) years of service; and
7. The Board shall not grant said leave a second time to the same individual when other members of the staff have filed a request for a leave.

507 ASSOCIATION LEAVE (P.N. 1984)

- A. Elected delegates from the Association shall be granted a maximum of two (2) days annually for Association Leave. This leave shall be granted with pay.
- B. Any Association member who is elected or appointed to the governing body of the Ohio Education Association shall be granted leave to attend such meetings. Such leave shall not be counted as part of the Association Leave as outlined in 507/A, above.
- C. There will be no Board obligation for any expenses incurred by delegates attending such meetings, other than for a needed substitute teacher arranged for by the Administration. The leave form (Appendix C) shall be completed.

508 ADJUDICATION LEAVE (P.N. 1988)

- A. The Board shall grant full pay when a teacher is subpoenaed for any court, SERB hearing, American Arbitration Association (AAA) hearing, or jury duty by the United States, State of Ohio, or a political subdivision.

- B. When granted such leave, the teacher shall be replaced by a qualified substitute according to Board adopted policy.
- C. If said teacher must serve on jury duty, any pay received shall be remitted to the Board Treasurer and attached to the completed leave form (Appendix C) so that no reduction in regular pay will result.
- D. Excepting jury duty, if the case involves the teacher as a primary litigant, Personal Leave, under Section 503, above, must be used first prior to using this leave.

509 MILITARY LEAVE (P.N. 1977)

As provided in the Ohio Revised Code 3319.14, Military Leave will be granted to teachers. Benefits will be granted as maximum allowable by law. (See Appendix C)

510 UNPAID CHILD CARE LEAVE (P.N. 2012)

A Child Care Leave of absence without pay shall be granted to a teacher as follows upon completion of the leave form (Appendix C).

- 1. A teacher who is pregnant shall be entitled upon request to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the teacher and she must notify the Board of these dates as far in advance as possible. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.
- 2. A male teacher will be entitled, upon request, to a leave of absence without pay between the time of the birth of a child to his wife and one (1) year thereafter.
- 3. A teacher adopting a child will be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence for the adoption of a child that is not yet school age will not exceed a total of one (1) year. The leave of absence for the adoption of a school age child will be limited to the leave necessary to complete the adoption process.

511 ASSAULT LEAVE (P.N. 1986)

- A. Assault Leave shall be granted to a teacher who is absent from his/her assigned duties because of an injury resulting from an assault. Said leave shall not be charged against Sick Leave. Said teacher shall be granted the aforementioned Assault Leave and shall be maintained on full pay status during such absence.
- B. A teacher shall be granted Assault Leave according to the following rules:
 - 1. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board.
 - 2. Upon notice to the Principal or Immediate Supervisor that an assault upon a teacher has been committed, any teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign the statement, and present it to the Building Principal or Immediate Supervisor.

3. If the teacher receives medical attention and/or is absent from his/her assigned duties more than three (3) days, a certificate from a licensed physician, stating the nature of the disability and its duration, may be required before Assault Leave payment is made.
4. A teacher shall not qualify for payment of used Assault Leave until he/she has completed the leave form (Appendix D).
5. Said teacher shall not be permitted to accrue Assault Leave.
6. Payment for Assault Leave shall be at the assault teacher's rate of pay in effect at the time of the assault or the rate for which the member may become eligible in accordance with the Ohio Revised Code.
7. Payment shall be discontinued when the teacher elects to retire or is no longer under contract with the Board.
8. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under ORC 3319.16.

512 UNPAID SABBATICAL LEAVE (P.N. 1986)

Any member of the bargaining unit may apply for a Sabbatical Leave of absence without pay for any period up to one (1) school year in duration for the purpose of continuing his/her education through college, other schooling, travel, grants, VISTA, Peace Corps, other governmental service, or overseas teaching. Persons wishing to apply for such a leave shall submit application to the Superintendent outlining the parameters, purpose, how leave will benefit the teacher and the District, and expected professional growth, etc., of the leave, and leave dates including the expected date of return. The Superintendent will in turn submit the application and accompanying particulars to the Sabbatical Leave Committee comprised of two (2) persons selected by the Association and two (2) persons selected by the Board. Said Committee will expeditiously review the application and make recommendation to the Superintendent with rationale for the recommendation. The final decision rests with the Board.

513 UNPAID SHORT TERM LEAVE (P.N. 1991)

Teachers may take unpaid short term leave for periods not to exceed three (3) school days per year with a ten (10) day prior notice to the Superintendent and Principal. Teachers should avoid using this leave contiguous with Thanksgiving, Christmas, and/or Spring Break, etc.

514 FAMILY AND MEDICAL LEAVE ACT (FMLA) (P.N. 2012)

- A. An eligible employee may take up to twelve (12) workweeks of unpaid leave ("FMLA Leave") in any school year (August 1 through July 31) for one (1) or more of the following circumstances:
1. The birth of an employee's child and to care for the child up to age one (1);
 2. The placement of a child with an employee for adoption or foster care, up to a twelve (12) month period after the placement;
 3. To care for the spouse, child, or parent of an employee when that family member has a serious health condition (Form WH – 380F);
 4. The employee's inability to perform the functions of the position because of the employee's own serious health condition. (Form WH 380E)

5. For qualifying military situations arising when a teacher's spouse, son, daughter, or parent is on active duty or is called to active duty status. (Form WH 384)
- B. An eligible bargaining unit member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the bargaining unit member. (Form WH – 385)
- C. A “serious health condition” is defined as one that involves either inpatient care or one where the period of incapacity: 1) is more than five (5) consecutive calendar days and involves treatment by a health care provider; 2) is due to incapacity due to pregnancy or prenatal care; 3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition; 4) is a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective; or 5) any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not “serious health conditions” unless complications develop.
- D. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total twenty-six (26) weeks of FMLA leave if the leave is requested to care for a covered service member.
- E. For purposes of this Section, a qualifying military situation arises when a teacher's spouse, son, daughter, or parent is on active duty or called to active duty status (*i.e.*, not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:
 - a. Attendance at official military-sponsored events,
 - b. To provide or arrange for alternative childcare or schooling,
 - c. To make financial or legal arrangements to address the member's absence while on active duty,
 - d. Counseling,
 - e. Rest and recuperation, and
 - f. Post-deployment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform her or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

- F. To be eligible for FMLA Leave, the employee must:
 1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and

2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave; and
 3. Provide the Board with thirty (30) days' advance notice when the need is foreseeable and such notice is practicable.
- G. Sick Leave taken in accordance with Article 5, herein, shall be counted as FMLA Leave if the reasons for taking leave qualify as FMLA reasons.
- H. The Board shall notify the teacher of FMLA eligibility within three (3) business days of learning of the need for FMLA leave (Form WH – 381 and WH – 382).
- I. The Board shall maintain coverage under the group health plans for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. The employee may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the employee's own expense. Payment of the employee's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The employee shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.
- J. For unpaid FMLA Leave, the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA Leave. The employee and the Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.
- K. Intermittent Leave and Reduced-Work Schedule
1. "Intermittent Leave" means leave taken in separate periods of time due to a single illness or injury, rather than for one (1) continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of Intermittent Leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.
 2. When medically necessary, an employee may take intermittent FMLA Leave or a Reduced-Work Schedule to care for a spouse/child/parent who has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
 3. When FMLA Leave is taken because of birth or placement for adoption or foster care, an employee may take leave intermittently or on a Reduced- Work Schedule only if the Board agrees.
- L. Return to Work
1. At the end of unpaid FMLA Leave, the Board shall restore the employee to the same position or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.

2. When an employee is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider (Appendix I) that the employee is able to resume the job functions for his/her position.
 3. Should an employee not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. An employee shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the employee's health care provider shall be provided in a timely manner and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.
- M. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended January 17, 2009. If there are any inconsistencies between this Article of the Master Agreement and the amended Family and Medical Leave Act of 1993, the amended Family and Medical Leave Act of 1993 shall prevail.

515 ATTENDANCE INCENTIVE (P.N. 2012)

- A. For each bargaining unit member who does not use any Sick or Personal Leave days or unpaid "dock" days during a school year, that member shall be paid Three Hundred Fifty Dollars (\$350.00). If only one (1) day of Personal or Sick Leave is used during the school year and no dock days, that member shall be paid Two Hundred Fifty Dollars (\$250.00). The incentive amounts are prorated for part-time teachers or teachers who are hired after the start of the school year. No incentive is available to a teacher hired after January 1 of any school year.
- B. Eligible bargaining unit members shall receive this pay with the first paycheck in July.
- C. Failure to timely submit leave forms may jeopardize a bargaining unit member from collecting the incentive.

ARTICLE 6. TEACHING ENVIRONMENT

601 TEACHING CONDITIONS (P.N. 2003)

- A. Elementary music, art, and physical education teachers shall spend an equitable amount of classroom time in all buildings that they are assigned to in the District, neither coming late nor leaving early so as to be uniform in time responsibilities with regular classroom teachers. In case of absence of a circuit teacher, the Board shall be responsible for securing a substitute for said teacher.
- B. All changes in schedule for certified/licensed teachers must be arranged beforehand with the Principal(s) involved and approved by him/her.
- C. The Administration will provide any moving of materials, equipment, supplies, etc., for any employee transferred from one (1) building to another and reasonable release time if during the school year. Teachers assigned as circuit/travelling teachers are exempted from this provision.

- D. The Board/Administration will actively seek appropriate placement of CCHO students into regular or specially designed classroom assignments.
- E. The Board/Administration will actively seek academic/social/ medical history of all students and will make this information, not restricted by law, available to the staff where these students are assigned.
- F. The Board will continue to strive for full-time employment as compared to hiring part-time.
- G. It seems professionally advisable and educationally prudent to allow and provide an orientation program for each child/student attending Norwayne Schools. This orientation program/process will be conducted by the Building Principal or his/her designee (i.e. Guidance Counselor or Dean of Students) as soon as it is feasible/practicable, but prior to the student attending any classes/school in the Norwayne District. The orientation program and process should be attended by the parent(s) or custodian directly responsible for the student's school attendance/educational programming and academic/discipline responsibilities.

602 READING TEACHERS (P.N. 2009)

The Board shall provide three (3) reinforcement reading teachers or tutors (I/SGI) to assist with the reading program K – 8. There will be a minimum of one (1) teacher or tutor (I/SGI) at the elementary and one (1) teacher or tutor (I/SGI) at the middle school.

603 PARENT/TEACHER CONFERENCES (P.N. 2012)

- A. There shall be three (3) regularly scheduled District-wide parent/teacher conferences. They shall be as follows:
 - 1. During the first semester, two (2) scheduled during the evening hours; and
 - 2. During the second semester, one (1) scheduled during the evening hours.
- B. Compensatory time shall be as follows:
 - 1. During the first semester, one (1) day of compensatory time shall be granted on the Monday following Thanksgiving, except as otherwise agreed by the parties to the contract; and
 - 2. During the second semester, one-half (1/2) day of compensatory time on the following Friday of the same week.
- C. The evening conferences shall be a maximum of three (3) hours in length.
- D. The actual dates of parent/teacher conferences, after input of each building staff, shall be made a part of the school year calendar as adopted by the Board. These conferences shall be on staggered days of the week if possible.
- E. The elementary music teachers will be released from participating in parent/teacher conferences in recognition of time expended for evening concerts at the elementary schools. If elementary art teachers participate in approved district art exhibitions outside of the school day, they will also be released from attending parent-teacher conferences.

604 GUIDELINES FOR CLASSROOM VISITATION (P.N. 1988)

- A. The Association and the Board wholeheartedly support parent and community involvement in schools and encourage members of the community to visit the schools. However, because of the potential interruption and disruption of the children's education posed by uncontrolled classroom visitations, the Board hereby adopts as its policy the following guidelines for public or parental visitations in classrooms in order to minimize the disruption of the educational process.
1. All visitors must check in at the office upon entering the school.
 2. The visitor shall be escorted to the classroom unless the teacher is expecting the visitor and directions to the visitor will be sufficient. In the latter case, the teacher should be advised by the office so the teacher will know the office is aware of the visitor's presence.
 3. Visitations shall only take place if the teacher approves.
 4. Visitations shall be by prior arrangement with the teacher. Visitors shall inform the teacher of the general purpose of the observation or visitation in advance. Teachers shall have the right to reschedule a visitor, through the Administration, when prior arrangements have not been made.
 5. Norwayne School Board members, State/County Office staff/officials and administrative staff members are not classified as public visitors.
 6. Where practical, the visitor and the teacher should arrange a conference to discuss the visitation.
 7. No electronic devices will be used to make any record of the visit except by agreement of the teacher.
 8. Every effort will be made to minimize the amount of disruption caused by such visit.
- B. In the event a problem develops in a given school with regard to application of the guidelines provided in this Article, an effort shall first be made by the teachers involved to resolve the problem directly with the Principal before the filing of a grievance.

605 CRITERIA FOR HOME VISITS (P.N. 1972)

Although home visits by teachers are not mandatory, they should be conducted as needed on an individual basis.

606 SCHOOL DAY (P.N. 2012)

- A. Workday
1. The school working day for teachers shall not be extended beyond seven (7) hours and thirty (30) minutes except for parent/teacher conference days referred to in Section 603.
 2. There will be one (1) faculty meeting per month not to exceed sixty (60) minutes before/after the teacher workday for which an agenda is distributed in advance.

3. When approved by the Building Principal, arrival and dismissal at all buildings by the teachers shall be flexible so as to accommodate a variety of different teacher schedules, so long as each teacher works a full length day.
4. Teachers shall have the right to depart the building immediately after regular student bus departure on Fridays and the day before holidays.
5. Each building shall have early dismissal the last student day of the academic year, if permitted by law.

B. Planning and Preparation Time

1. All teachers and guidance counselors shall be granted at least two hundred (200) minutes of planning and preparation time per week with at least one (1) daily block of no less than thirty (30) minutes, in addition to lunch as provided in 606/C, below. The schedule may be adjusted to accommodate assemblies or shortened short days.
2. Elementary/Middle School art, music, and physical education teachers will assist in supervising building assemblies, if requested of the Administration by teacher(s) during that time the teacher(s) is(are) scheduled to be on planning time.

C. Lunch

As required by ORC 3319.111, each regular full-time teacher employed by the Board shall be granted a daily continuous duty-free lunch period, no less than thirty (30) consecutive minutes in length which shall not be restricted to remaining on school premises. Any teacher leaving the school during his/her duty-free lunch period must let the office know that he/she is leaving. The reason need not be given.

D. Required Meetings/In-service

Bargaining unit members required to attend orientation/meetings/ in-service/evening school events outside of the teacher workday will be paid at Twenty-five Dollars (\$25.00) per hour not to exceed Seventy-Five Dollars (\$75.00) per meeting. Bargaining unit members will be paid a minimum of one (1) hour for any such required orientations/meetings/in-service/evening school events.

E. Calamity Day

When a school(s) is/are closed because of an “Act of God,” inclement weather, hazardous road conditions, no utilities, etc., teachers will be expected to report to work from 9:00 a.m. to 3:00 p.m., unless there is a county wide level 3 emergency or the teachers are advised by the Administration not to report to work. Teachers will be required to report for no more than three (3) calamity days.

607 CLASS SIZE (P.N. 2006)

- A. The parties agree that classes in grade levels and subject areas will be kept as equal as is possible. There shall be no fewer than forty (40) in-class classroom teachers per 1,000 students. Further, there shall be no fewer than five (5) Education Service Personnel Teachers per 1,000 students. The Administration will make a good faith effort to limit academic class sizes as follows: Grades K-4, no more than twenty-six (26) students; Grades 5-8, no more than twenty-eight (28) students; Grades 9-12, no more than thirty (30) students, one hundred seventy (170) students in a given day.

- B. Teachers with mainstreamed students will be provided assistance/advice as it is mutually determined by the Association President and Superintendent on a case-by-case basis.
- C. Classroom teachers with large classes are permitted, through the Association President or his/her designee, to go to the Superintendent, who will strive to seek alternatives in order to make the necessary adjustments in classes.

608 CALENDAR (P.N. 2012)

- A. There shall be no more than one hundred eighty (180) days in session with students inclusive of parent/teacher conferences. There shall be no more than one hundred eighty-three (183) workdays in a work year [one hundred eighty-four (184) for teachers new to Norwayne.] All days over one hundred eighty-three (183) in a work year shall be paid on a daily rate (i.e. annual salary divided by 183). This shall not apply to teachers on extended service.
- B. The Board will receive input from the teachers when developing the calendar. Final decision on the calendar will comply with state law which will take into account the input of the staff by providing a multiple of calendar choices to be voted on by the Association with the results going through the Superintendent to the Board who can adjust the staff selection for reasonable cause. All make-up days will be built into the calendar.
- C. If the allotted amount of calamity days allowed by the standards set down by the appropriate agency governing our school are exceeded and days are required to be made up, they shall not be made up during a previously scheduled vacation time.
- D. The one-half (1/2) day worked by bargaining unit members on Convocation Day will be compensated in conjunction with the one-half (1/2) day evening spring conference. Staff who do not have any scheduled parent conferences may be assigned to supervise a before or after school program for an equivalent period. The assigned period will be agreed upon by the bargaining unit member and the administrator. Bargaining unit members will be given two (2) weeks notice of any assignment.
- E. Open House will not be scheduled prior to the opening Convocation of the school year.

609 TEACHER FACILITIES (P.N. 1988)

The Board shall provide in each building faculty lounges/lunchroom and faculty restrooms.

610 OPERATING LEVIES AND BOND ISSUES (P.N. 1986)

The Board shall seek out input and suggestions, if available, from the Association concerning any operating levy/bond issue, as to when it should go on the ballot and for how much.

611 ATHLETIC PASSES (P.N. 1988)

Teachers shall receive passes for themselves only to all home athletic events.

612 IN-SCHOOL SUSPENSION (P.N. 2003)

- A. Supervision of in-school student suspension will be paid at the hourly tutor rate of pay.
- B. Teachers will be notified by the end of the day if they are to provide work or make up work for any student suspended for the subsequent day.

613 STUDENT DISCIPLINE (P.N. 2009)

A teacher shall refer to the Principal or his/her representative, for appropriate action, any student who seriously interferes with the learning opportunities of other children in the classroom, or who fails to comply with a teacher's reasonable request in any school setting. The teacher will communicate in writing on a completed Student Behavior Referral Form or, in cases of emergency in person, the nature of the problem and any steps the teacher has taken to remediate the problem, to the appropriate Administrator. A completed Student Behavior Referral Form (SBR) [Appendix E] shall be returned to the teacher by the appropriate Administrator within two (2) school days of the referral. Efforts will be made to communicate with the teacher upon receipt of the referral reflecting the action taken by the Administrator.

During the first staff meeting at each building for a new school year, the student code of conduct will be distributed and discussed, specific to discipline related concerns. The information shared will include a discussion of the forms and processes the staff and administration will follow in handling student discipline matters.

614 EDUCATION OF STUDENTS WITH DISABILITIES (P.N. 2012)

- A. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or Section 504. The parties further recognize that federal and state statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's educational plan will be developed in accordance with their individual special needs.
- B. Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:
 - 1. The educational benefits both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
 - 2. The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g. unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services); and
 - 3. The cost of necessary supplementary services.
- C. Any teacher involved in educating a student who is being served under an IEP or 504 Plan will be given a copy of that plan and will be given the opportunity to provide input and feedback in the development (where possible), implementation or revision of that plan. The IEP/504 Plan will designate the individual to whom the teacher should go to discuss questions and concerns related to 614/B, above, or seek revisions or interventions.
- D. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:

1. Offering a continuum of services that will support and assist the affected teachers in providing education in the least restrictive environment;
 2. Providing in-service training to bargaining unit members to assist in addressing the legal and education needs of disabled students in a regular education classroom environment;
 3. Utilizing successful models of inclusive programs in a regular education environment.
 4. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.
 5. The elementary and middle school intervention specialists, excluding MH Units, assigned to multiple grade levels will have no more than two consecutive grade levels per instructional period.
- E. To the extent practical, MFE/IEP/504 meetings will be held during the workday.
- F. Special education teachers (exclusive of I/SGIs) or related services personnel) will be provided one (1) day release time for drafting of IEPs. Special education teachers shall be provided release time, as has been the practice, to conduct IEP conferences. In addition, special education teachers will be excused from attending parent teacher conferences with the understanding that time will be considered “compensatory” time for the drafting of IEPs and other responsibilities unique to special education teachers. Additional release time for preparing IEPs will not be granted absent a showing of unique circumstances.
- G. **Alternative Assessment**
1. Teachers who are responsible for alternative assessments will be given one-half (1/2) day of release time in the building for each of the teacher’s students requiring an alternative assessment.
 2. No teacher will be required to develop or implement an Alternative Assessment Plan for a student without first receiving training regarding the specific requirements of such plans.
- H. Nothing in this Article should be considered in a manner inconsistent with Federal or State laws governing the education of disabled students.
- I. **Specialized Health Care Procedures**
1. Teachers in MH units with medically fragile students will be trained in any procedure necessary to protect the child.
 2. Teachers, other than MH teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastronomy tube feedings, catheterizations, or tracheostomy suctioning of a student. Trained teachers in MH units may be requested but are not required, except in emergencies, to perform any medical procedure including, but not limited to gastronomy tube feedings, catheterizations, or tracheostomy suctioning of a student.

- J. Any issues relating to:
1. a student's eligibility for special education or accommodations under the IDEA or Section 504;
 2. the contents or appropriateness of a student's IEP/504 Plan; or
 3. the student's placement;
- are not grievable.

K. Review of Student Placement

A teacher who is to implement any part of an IEP and who has reason to believe that the student's placement is inappropriate may request an IEP team meeting.

615 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (P.N. 2012)

A. Purpose

Pursuant to ORC 3319.22, a Local Professional Development Committee (LPDC) shall be established to oversee, review, and determine that professional development plans for course work, Continuing Education Units (CEUs), and/or other equivalent activities that a District educator proposes to complete meet standards adopted by the Ohio Department of Education for the renewal of educator licenses. The LPDC shall also oversee the tuition reimbursement program set forth in Section 814 of this Agreement. The LPDC will recognize tuition reimbursement requests on a first-come/first-served basis until the maximum allocation has been exhausted. However, no teacher shall have access to monies in this Section two (2) consecutive years in a row, unless monies remain and all other applicants have been paid. Annually, the LPDC shall provide an accounting to the Association of the persons receiving this benefit and the amount.

B. Term of Office

The term of office for members serving on the Committee shall not exceed three (3) years, except in unusual circumstances (e.g. no one else is interested in the position). Terms shall be staggered. The number of terms a Committee member may serve shall not be more than two (2) consecutively.

C. Composition and Selection

1. The Committee shall be comprised of five (5) members as follows:
 - Three (3) Teachers
 - One (1) Principal
 - One (1) other certificated/licensed District employee
2. The Norwayne Education Association, pursuant to the NCLEA's Constitution and Bylaws, shall appoint the three (3) teacher members. The Principal and other certificated/licensed District employee member shall be selected by the Superintendent.
3. In the event of a vacancy, the Committee member shall be replaced in accordance with C2, above.
4. If an administrator requests, the teacher members of the Committee will select one (1) of the three (3) NCLEA representatives to serve while the administrator's Professional

Development Improvement Plan is being reviewed for purposes of complying with 615/A, above. This will then create the following representation on the Committee:

One (1) Teacher

One (1) Principal

One (1) other certificated/licensed District employee

D. Chairperson

The Committee Chairperson shall be the person who is serving in the third (3rd) year of their term.

E. Decision Making

Decisions shall be made by a majority vote of the Committee members present and voting. Three (3) members present shall constitute a quorum.

F. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.
2. If the available training is during work hours, the Committee members shall be given paid release time to attend. If the training is outside the regular workday or year, the Committee members shall be paid substitute period pay for actual training time.
3. LPDC members shall be reimbursed up to Fifty Dollars (\$50.00) per day for all actual and necessary expenses incurred as part of the training.

G. Meetings and Compensation

1. The LPDC shall meet as often as the members deem necessary to complete its work. Not later than September 10 each year, the Committee shall post in each building its meeting schedule. Additional meetings may be scheduled as necessary.
2. The Committee Chairperson shall be paid Eight Hundred Dollars (\$800.00) per school year.
3. Committee members shall be paid substitute period pay for work outside of the workday.
4. The LPDC shall not have any authority to revise, change, delete, or modify any Article or section of this Negotiated Agreement.

H. Appeals Process

If the Individual Professional Development Plan (IPDP) is rejected by the LPDC, the educator shall be given a copy of the IPDP Review Criteria with the reason(s) for rejection clearly indicated. Educators may then submit a revised plan within fifteen (15) workdays of receipt of the initial rejection notice or, as may be the case, submit additional documentary materials or explanation to justify the plan. Either the educator or the LPDC may request a conference to discuss any such concerns. The decision of the LPDC shall be final.

I. Evaluation Impact

The evaluation of a teacher shall not be affected by the teacher's IPDP or by the LPDC process.

J. Records

The LPDC shall determine to what extent to keep and retain records of its meetings, decisions and recommendations to the extent permitted by law. The Board shall provide a separate locked filing cabinet for LPDC records/ files.

K. Reciprocity

The LPDC shall accept outside District approved IPDP's for any newly hired educator from another district as fulfilling all necessary requirements of the Norwayne Local School District renewal process. Hours already accumulated in the district of previous employment shall be honored. Remaining hours shall be accrued by attending professional growth sessions listed in the IPDP as approved by the Norwayne LPDC.

L. Administrator's Course Work

Whenever an administrator's course work plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the Committee to consist of administrative members by reducing the number of teacher members voting on the plan.

M. For the term of the Negotiated Agreement, the LPDC will undertake the responsibility for the Master Teacher Program as required by SB 2.

The LPDC will:

1. Function as the Master Teacher Program Committee of at least five total members (majority teachers) to review and score Master Teacher applications. Whenever possible, teachers with like building assignments or licensure/certification will review and score the Master Teacher submission documents.
2. Establish formatting, assembling and submitting requirements. (using the document on the Master Teacher Program produced by the ODE Center for the Teaching Profession. Appendix J.)
3. The District will insure that, under no circumstances, will the involvement in the activities of the Master Teacher Program Committee result in any adverse employment decisions for Committee Members or Master Teachers.
4. Insure that the Master Teacher Program process shall have no adverse impact on the teacher's employee evaluation.
5. Assure that the Master Teacher Program process is completely voluntary for bargaining unit members.

616 **RESIDENT EDUCATOR PROGRAM/TEACHERS NEW TO THE DISTRICT (P.N. 2012)**

A. Purpose

The purpose of the Resident Educator Program is to provide a formal program of support, including mentoring, to foster professional growth of the Resident Educator. The program is designed to enhance the teacher's skills and keep the teacher in the District. The Ohio Department of Education shall not replace the negotiated employee evaluation system. The Resident Educator Program is required to be successfully completed by the Ohio Department of Education (ODE) prior to the issuance of a professional license to a teacher. Teachers who are new to the District but are not Resident Educators will also be assigned a mentor for the teacher's first year in the District. (Additional details related to the program are contained in Appendix K.)

B. Definitions

1. Resident Educator Program

A program of support provided by the Board, pursuant to the rules adopted by the Ohio Department of Education, to meet the unique needs of a Resident Educator who holds a Resident Educator license. The Resident Educator Program shall be up to four (4) academic years in length. When a Resident Educator is employed after the beginning of the school year, the Resident Educator Program shall be a minimum of one hundred twenty (120) school days plus the remaining three (3) academic years required by ODE.

2. Mentor

A Mentor is a teacher assigned to provide professional support to a Resident Educator in conjunction with the Resident Educator Program.

3. Resident Educator Teacher

A Resident Educator Teacher is a new teacher in his/her first four years of employment who holds a Resident Educator License and is required to complete the ODE Resident Educator Program.

4. Teacher New to the District

An experienced teacher who does not hold a Resident Educator License but who is new to the District.

C. Committee

1. The Committee shall be comprised of five (5) members, with three (3) appointed by the NEA Executive Committee and two (2) appointed by the Superintendent by May 1 of each school year.
2. Committee members shall be trained mentors whose term of office shall not exceed three (3) years, except in unusual circumstances (e.g. no one else is interested in the position.) Terms shall be staggered. The number of terms a Committee member may serve shall not be more than two (2) consecutively.
3. The Committee Chairperson shall be the person who is serving in the third (3rd) year of their term.

4. A meeting may be conducted if a majority [three-fifths (3/5ths)] of the members are present. The Committee shall act by a majority vote of the members present at the meeting.
5. Committee members shall be provided release time three (3) times per school year to attend Committee meetings; said release time shall be separate from any other release time covered under this Agreement.
6. The Committee shall select the teachers who will act as Mentor Teachers.
7. Application forms for Mentor Teacher positions will be made available to all bargaining unit members.

D. Mentors

1. Qualifications

The applicant must hold a valid teaching certificate/license and have a minimum of five (5) years of teaching experience and three (3) years in the District.

2. Selections

Selection shall be made by the Lead Mentor with approval from district administration. No Mentor shall have more than one (1) Resident Educator at a time.

3. Training

Mentor Teachers shall be provided with an orientation to mentoring responsibilities and ODE training in knowledge and skills necessary to perform mentoring responsibilities. The District will pay all training fees and expenses for mentors.

4. Responsibilities

- a. The Mentor Teacher, in concert with the, Resident Educator shall develop a program of professional support for the Resident Educator consistent with the ODE's requirements.
- b. The mentor does not have a formal evaluative role. The mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.
- c. Mentors must serve one (1) term on the Mentoring Committee when asked.

5. Release Time

Each Mentor Teacher shall be granted release time not to exceed three (3) days per year for direct mentoring activities, which may be used in quarter (1/4) day increments. Said release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Superintendent.

6. Stipend

Each Mentor Teacher assigned a First-Year Resident Educator who is required to complete the ODE Resident Educator Program shall be paid a stipend of Eight Hundred Seventy-Five Dollars (\$875.00).

7. Continuing Mentor Assignments

Each Mentor Teacher assigned a Resident Educator in their second, third or fourth year of the ODE Resident Educator Program shall be paid a stipend of \$450 in the second year, \$300 in the third year and \$275 in the fourth year.

8. Mentoring of Non-Resident Educators

New teachers to the district who are not required to complete ODE Resident Educator Training will be assigned a mentor teacher. This mentor will be paid Two Hundred Seventy-Five Dollars (\$275.00). Guidelines for these teachers will be established by the Mentor Committee.

E. Lead Mentors

1. Qualifications

A District Lead Mentor shall:

- a. have at least five (5) years of teaching experience in the School District;
- b. serve a two (2) year term.
- c. have observation experience under previous lead mentor if possible.
- d. have served successfully as a Mentor Teacher in the District.

2. Selections

The District Lead Mentor will be appointed by the Mentoring Committee.

3. Responsibilities

- a. The Lead Mentor will ensure that entry-year requirements are met.
- b. The Lead Mentor will facilitate the support provided to Resident Educators and Mentor Teachers.
- c. Lead Mentor(s) shall not participate in the evaluation of any Resident Educator and will not be requested or directed to make any recommendation regarding the continued employment of the teacher.

4. Release Time

The Lead Mentor will be provided three (3) release days per year to perform Lead Mentor duties. Additional release days may be granted at the Superintendent's discretion.

5. Lead Mentor will be paid a stipend of One Thousand Three Hundred Dollars (\$1,300.00).

F. Resident Educators and Teachers new to the district

1. Each Resident Educator required to fulfill requirements as set forth by ODE shall be provided with resources necessary to complete the program.
2. The Resident Educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her Mentor, attending

recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the Superintendent.

The Teacher new to the District shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the Superintendent.

3. The Resident Educator is not required to do an IPDP nor to utilize the LPDC process.
4. An effort will be made by the Administration to assign an equitable workload/schedule to an Resident Educator.

G. Protections

1. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.
2. All members of the Committee, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
3. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.
4. The Mentor Teacher shall not be held liable for the performance of a Resident Educator or evaluated based on the teacher's performance as a Mentor Teacher.
5. Resident Educators shall be provided all due process provisions allowed by the master agreement on Ohio Revised Code.
6. This Article shall not be subject to the grievance procedure.

H. Program Review/Revisions

1. Committee - Mentor Teachers and Entry-Year Teachers may meet as a group with the Entry-Year Committee prior to the end of each school year

to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than May 15.
2. Association/Board - Association and Board representatives may meet to discuss the recommendations prior to the next school year.
3. Mentor Teachers - In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

I. Records

The Committee shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.

617 GUIDANCE PROGRAM (P.N. 2009)

In addition to the middle school guidance counselor, a comprehensive written elementary guidance plan/program shall be implemented by bargaining unit member/s. A comprehensive program will consist of a minimum of two (2) days per week and will be inclusive of the individual needs of the building.

618 CREDIT FLEXIBILITY (P.N. 2012)

1. Teachers may be requested to serve as the “teacher of record” for a student who has submitted a proposal for credit flexibility plan in accordance with the Board’s Credit Flexibility Policy. The teacher must be licensed and highly qualified in the subject area for which the student is seeking credit.
2. The teacher of record will participate in the conferences with the student, parent, principal and guidance counselor to evaluate and finalize the student’s proposal. The teacher of record will also periodically meet with the student consistent with the approved Credit Flexibility Plan and will participate in the final assessment of the student’s completion of the Credit Flexibility Plan.
3. The teacher of record may meet with the student during the teacher’s planning time, at the beginning or end of the regular school day or outside of the work day. In anticipation of the teacher utilizing planning time and/or time outside of the regular work day, the teacher of record will receive a stipend of \$250.

619 STUDENT TEACHER STIPEND (P.N. 2012)

Any stipends or vouchers received by the District from a college or university sponsoring a student teacher will be available for the supervising teacher to use for purposes of purchasing classroom supplies.

ARTICLE 7. CONTRACTS

701 INDIVIDUAL CONTRACTS: REGULAR (P.N. 1991)

- A. All regular teachers employed to perform regular duties by the Board shall receive written contracts in keeping with Ohio Revised Code. The regular individual contract shall include:
 1. Name of teacher;
 2. Name of the School District and the Board of Education;
 3. Type of contract, limited/continuing, and duration if limited;
 4. Annual salary to be paid and the basis used to determine the amount; (Said information shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term on the contract.)
 5. Signature of the Board President, Board Treasurer, and the teacher.
- B. In addition to the regular contract, teachers shall receive the following:

1. Upon initial employment, the teacher shall be notified, normally, no later than August 1 of his/her assignment including building(s) where services are to be performed and subject/grade levels to be taught. A teacher under current contract with the Board shall be notified, normally, no later than July 1 if there is a change in his/her assignment for the succeeding school year. Any change in teaching assignment shall be in keeping with the policy governing Transfer, Vacancy, and Promotions (Article 406).
2. Written limited or issuance of continuing contract to teacher should be done annually by June 1.

702 INDIVIDUAL CONTRACTS: SUPPLEMENTAL (P.N. 1984)

- A. All teachers employed by the Board and paid to perform assignments beyond regular duties shall be given written supplemental contracts. The supplemental contract shall include the following:
 1. Name of teacher;
 2. Name of School District and Board of Education;
 3. Duration of contract and time period in which supplemental duty is to be performed;
 4. Title of the supplemental duty;
 5. The amount of pay and basis of pay;
 6. Signature of the Board President, Board Treasurer, and the teacher.
- B. The Administration shall see that the job descriptions are developed for each position for which supplemental pay is granted. Each teacher shall receive a copy of the appropriate job description in addition to the supplemental contract no later than when a supplemental contract is offered.

703 SEQUENCE OF LIMITED CONTRACT ISSUANCE (P.N. 1988)

- A. Upon completion of three (3) one-year limited contracts, teachers not eligible for continuing contract will be issued a two-year limited contract. Upon completion of two (2) two-year limited contracts, teachers still not eligible for continuing contract will be issued three-year limited contracts, subject to 703/B, below.
- B. Any teacher eligible for a multi-year limited contract may be given a one-year limited contract or a limited contract of lesser duration than that of the previous contract provided that such teacher is notified on or before April 15 with written sufficient reasons as to why he/she is not being given the appropriate length multi-year contract as provided for in 703/A, above. Said reasons must also have been reflected in the evaluation process.

704 CONTINUING CONTRACTS (P.N. 2012)

- A. Teachers who meet the following requirements are eligible for continuing contracts:
 1. The teacher must have on file a copy of a professional or higher certificate/license with the Superintendent at the time of the Board vote for continuing contract, and professional license holders must have provided the Superintendent with evidence of completion of

the course work requirements found in Ohio Revised Code 3319.08 which at the date of this Agreement provides:

- a. If the teacher did not hold a Master's Degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since initial issuance of such certificate or license, as specified in rules which the State Board shall adopt; or
 - b. If the teacher held a Master's Degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board shall adopt.
2. The teacher must have taught in the District three (3) of the last five (5) years, or have attained a continuing contract elsewhere and served in the District two (2) years. Teachers first licensed on or after January 1, 2011 must meet the above requirements and also must have held their license for at least seven years in order to be considered for a continuing contract.
- B. Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing with a copy to the Superintendent, by September 15 of the school year in which the teacher becomes eligible. The teacher must have on file, by March 1 of the school year of tenure eligibility, all evidence of having met all licensing and course work requirements for continuing contract eligibility. A teacher will only be eligible for a continuing contract only in a year in which his/her limited contract expires.
- C. In the event the Superintendent believes that a one or two year extended limited teaching contract is appropriate for a bargaining unit member who is otherwise eligible for a continuing contract, the teacher will receive written notice at least five working days prior to any Board action along with reasons directed at professional improvement. This process supersedes the procedure set forth in ORC 3319.11(C) in that the Board can act on the Superintendent's recommendation for an extended limited teaching contract without first having to consider and reject a recommendation for a continuing contract. Should the teacher be reemployed after the expiration of the extended limited contract, only a continuing contract may be entered into.
- D. The termination of a limited or a continuing teaching contract during its term shall be made consistent with ORC 3319.16 and 3319.161. A teacher will not have the right to grieve the termination of a limited or continuing teacher contract under Article 3; instead, the hearing and appeals process will be pursuant to ORC 3319.16 and 3319.161.

ARTICLE 8. SALARY AND FRINGE BENEFITS

801 CERTIFIED PERSONNEL INDEX AND SALARY SCHEDULES (P.N. 2012)

A. Index

<u>STEPS</u>	<u>BA/BS</u>	<u>150 HRS</u>	<u>MA/MS</u>	<u>MA+20SH</u>
0	1.000	1.045	1.100	1.150
1	1.040	1.090	1.150	1.200
2	1.080	1.135	1.200	1.250
3	1.120	1.180	1.250	1.300
4	1.160	1.225	1.300	1.350
5	1.200	1.270	1.350	1.400
6	1.240	1.315	1.400	1.450
7	1.280	1.360	1.450	1.500
8	1.320	1.405	1.500	1.550
9	1.360	1.450	1.550	1.600
10	1.400	1.495	1.600	1.650
11	1.440	1.540	1.650	1.700
12	1.480	1.585	1.700	1.750
13	1.520	1.630	1.750	1.800
15	1.560	1.675	1.800	1.850
18	1.600	1.720	1.850	1.900
20	1.640	1.765	1.900	1.950
25	1.680	1.810	1.950	2.000

- B. The base salary will be frozen for the first two years of this agreement (2012-2014). Teachers eligible for step movement will move for the 2012-2013 school year. Steps will be frozen for the 2013-2014 school year. When step movement resumes, eligible teachers will move to the step they otherwise would have moved to at the start of the 2013-2014 school year. Teachers will receive a 1.5% stipend (calculated on the respective teacher's 2012-2013 base) (.75% stipend for each small group instructor) with the first pay in September 2013. The parties will reopen on base salary, index (index discussion limited to whether the index will be frozen) and insurance for the 3rd year of the contract.

SALARY SCHEDULE 2012-2015

Steps	BS	150	Masters	MP
0	36,115	37,740	39,727	41,532
1	37,560	39,365	41,532	43,338
2	39,004	40,991	43,338	45,144
3	40,449	42,616	45,144	46,950
4	41,893	44,241	46,950	48,755
5	43,338	45,866	48,755	50,561
6	44,783	47,491	50,561	52,367
7	46,227	49,116	52,367	54,173
8	47,672	50,742	54,173	55,978
9	49,116	52,367	55,978	57,784
10	50,561	53,992	57,784	59,590
11	52,006	55,617	59,590	61,396
12	53,450	57,242	61,396	63,201
13-14	54,895	58,867	63,201	65,007
15-17	56,339	60,493	65,007	66,813
18-19	57,784	62,118	66,813	68,619
20-24	59,229	63,743	68,619	70,424
25	60,673	65,368	70,424	72,230

802 SUPPLEMENTAL SALARY SCHEDULE (P.N. 2012)

- A. Teachers who perform co-curricular and/or extracurricular service shall receive remuneration based on the following indices of the base salary on the current salary schedule.

EXPERIENCE GROUPS

	1	2	3	4	5	6	7
6 consecutive years	.18	.15	.12	.08	.06	.04	.03
3 Years	.17	.14	.11	.07	.055	.035	.025
2 Years	.16	.13	.10	.065	.05	.03	.02
1 Year	.15	.12	.09	.06	.045	.025	.015
0 years	.14	.11	.08	.055	.04	.02	.01

GROUP 1

Athletic Director
HS Head Girls Basketball

HS Head Football
HS Head Boys Basketball

GROUP 2

HS Head Wrestling
HS Head Baseball
Band Director
HS Volleyball
HS Cheerleader Advisor *

HS Head Boys Track
HS Head Girls Track
HS Softball
HS Head Soccer

* If required to attend all summer practices; otherwise Group 3.

GROUP 3

MS Athletic Director
HS Assistant Football
Freshman Girls Basketball **
HS Assistant Boys Basketball
7th Football Coach*

HS Assistant Girls Basketball
Freshman Football
Freshman Boys Basketball
8th Football Coach *

* If required to attend all summer practices; otherwise Group 4.

** If full schedule; otherwise Group 4.

GROUP 4

HS Golf Coach
HS Tennis
HS Cross Country
HS Assistant Soccer
HS Assistant Track
HS Assistant Wrestling
HS Assistant Baseball
HS Assistant Volleyball
HS Assistant Cheerleader Advisor
HS Assistant Softball
HS Fall/Winter Faculty Manager Athletics
HS Tennis Advisor**
Freshman Volleyball
8th Volleyball

7th Volleyball
8th Boys Basketball
7th Boys Basketball
8th Girls Basketball
7th Girls Basketball
7th/8th Wrestling
7th/8th Baseball
7th/8th Boys Track
7th/8th Girls Track
7th/8th Cheerleader Advisor * **
8th Grade Advisor
Yearbook Advisor

* If required to have summer program and does not cut participants.

** If full schedule; otherwise Group 5.

GROUP 5

HS Spring Musical Director
HS Junior Class Advisor
HS Fall Play Director
HS Weight Room
HS Intramural Director
8th Assistant Football
7th Assistant Football
7th/8th Assistant Wrestling

8th Assistant Volleyball
7th Assistant Volleyball
8th Assistant Boys Basketball
7th Assistant Boys Basketball
8th Assistant Girls Basketball
7th Assistant Girls Basketball
7th/8th Assistant Track Boys/Girls
7th/8th Head Cross Country

GROUP 6

HS Senior Class Advisor
HS Sophomore Class Advisor
HS Freshman Class Advisor
HS Assistant Cross Country
HS Assistant Cross Country
HS T.I. Advisor
MS T.I. Advisor
Science Fair or Robotics Advisor

Color Guard
7th/8th Intramural Director
7th/8th Cheerleader Assistant* **
Vocal Director of Spring Musical
HS Assistant Golf
Director of Outdoor Education
MS Student Council Advisor

* If required to have summer program and does not cut participants.

** If full schedule; otherwise Group 7.

GROUP 7

HS One Act Play/Contest Director	5th/6th Boys/Girls Track
HS Speech/Contest Director	5th/6th Girls Volleyball
Drama Advisor (Drama Club)	5th/6th Boys Basketball
HS Student Council Advisor	5th/6th Girls Basketball
Freshman Girls Basketball	5th/6th Wrestling
7th Power of the Pen	8th Power of the Pen
Academic Challenge Advisor	MS Academic Challenge
Book Club Advisor	National Honor Society Advisor

All teachers employed under supplemental contract by the Board shall be allowed credit for experience from another district to a maximum of two (2) years for comparable service, as determined by the Superintendent or his/her designee at the time of initial employment.

- C. Any coach who moves horizontally on the index because of a different supplemental contract in the same sport shall be granted a maximum of three (3) years experience on the new supplemental contract.
- D. The factors considered for placement of athletic positions include time worked, number of assistants, number of contests, budget responsibilities, scheduling responsibilities, site preparation, community reaction reflected by attendance and revenue produced, related assignments beyond the normal season, and experience.
- E. If a new program is added that requires a position for which a teacher is issued a supplemental contract, the board shall determine a fair and reasonable placement on the schedule for the services performed that school year. This placement shall be open to negotiations at the next regularly scheduled negotiations sessions.
- F. Upon demonstrating the need to the Superintendent or his/her designee to attend scheduled practices and/or games, teachers coaching a Norwayne team may be released immediately after the student day ends.
- G. Outdoor education is voluntary for all teachers.
- H. Bargaining unit members providing home instruction and supplemental tutoring will be paid at the appropriate I/SGI column.
- I. Head coaches and head supplementals shall have input, if available, in the selection process for all assistants.
- J. Requirements of/and Pupil Activity Supervisor Validations for coaches shall be provided or paid by the Board. Coaches shall be identified as "at risk" for blood borne pathogens and shall receive training and protection in accordance with being identified "at risk."

K. Extended Time

The following positions may be offered the extended time as indicated. Extended time is guaranteed at daily rate (salary in Section 801 divided by 183). If extended time is reduced the administrator/supervisor will meet with the bargaining unit member to discuss the amount of work which will be discontinued as a result of the reduction in time.

Agriculture	45. 2012-2013 & (2013 – 2014) 25 (2014-2015)
HS Guidance/Dean of Students	5
MS Guidance	5

803 PAY PERIODS (P.N. 2006)

- A. Teachers will be paid in twenty-four (24) equal payments on the fifth (5th) and twentieth (20th) of each month, effective with the first pay period after July 1, 2006. All pay will be provided by direct deposit with Email notification.
- B. Teachers, as well as all other certificated/licensed employees of the District, shall not lose any pay for days that schools are not in session for students, due to inclement weather, energy crisis, calamity, or any other bona fide emergency.
- C. Payroll deductions will be provided to teachers buying STRS credit.

804 INDIVIDUAL/SMALL GROUP INSTRUCTORS (I/SGI) AND IN-SCHOOL SUSPENSION SUPERVISOR (P.N. 2012)

A. Salary

Effective 2012-2013

<u>Index</u>	<u>BS</u>	<u>150HRS</u>	<u>MA</u>	<u>MA+20</u>
<u>Base</u>	\$18.78	\$19.15	\$19.53	\$19.90
	1.00	1.02	1.04	1.06

Effective 2013-2014

Small group instructors will receive base + a .75 % stipend

<u>Index</u>	<u>BS</u>	<u>150HRS</u>	<u>MA</u>	<u>MA+20</u>
<u>Base</u>	\$18.78	\$19.15	\$19.53	\$19.90
	1.00	1.02	1.04	1.06

Effective 2014-2015

<u>Index</u>	<u>BS</u>	<u>150HRS</u>	<u>MA</u>	<u>MA+20</u>
<u>Base</u>	\$18.78	\$19.15	\$19.53	\$19.90
	1.00	1.02	1.04	1.06

B. Work Year

The ISGI work year shall be set in conjunction with the Building Principal and school calendar. The ISGI will be paid for parent/teacher conferences, In-service Day, and Convocation Day when attendance is required by the Building Principal.

C. Insurances

ISGIs shall have the right to equal hospitalization and dental as teachers.

D. Holidays

ISGIs will receive pay for New Year's Day, Good Friday, and Christmas Day.

E. I/SGI Bidder Rights

I/SGIs shall be notified of bargaining unit vacancies per Section 406/A.

F. Individual/Small Group Instructors (I/SGIs)

I/SGIs who apply for a teaching position for which they are properly certified/licensed shall be subject to the provisions in Section 406/B. If a position is offered, I/SGIs will be placed on the appropriate column and step not to exceed the fifth (5th) step.

805 PERIOD SUBSTITUTE PAY FOR REGULAR STAFF (P.N. 1991)

- A. Substitute teachers shall be obtained in the absence of the regular staff, inclusive of all special area classes and librarians. In emergency situations, when substitutes are not available, the regular teachers may be asked by the Building Principal and/or Immediate Supervisor to serve as a substitute during preparation time as defined in Section 606/B, herein. The individual teacher shall have the right to refuse such request if he/she so desires. No reprisals will be taken against a teacher who refuses such a request.
- B. However, any teacher who agrees to substitute teacher per substitute plan, the class(es) of an absent teacher, or any study hall teacher who has assigned to his/her study hall a class normally assigned to another teacher, or any group of teachers who agree to split a class normally assigned to another teacher shall be paid one-sixth (1/6th) of the substitute rate rounded to the nearest Fifty Cents (\$.50) for each class period (subject area). Teachers who split a class shall equally split the rate paid of the additional assignment. This Section is not applicable for situations where two (2) or more teachers, for the convenience of each other, agree to perform this duty with administrative approval.

806 MILEAGE REIMBURSEMENT (P.N. 2009)

Approved mileage in the District shall be reimbursed at the rate of Forty Cents (\$.40) per mile.

807 SEVERANCE PAY (P.N. 2012)

- A. The Board shall pay to each teacher retiring from active service, twenty-five percent (25%) of his/her total accumulated but unused Sick Leave to a maximum of sixty-five (65) days. In addition, bargaining unit members who have reached the maximum will receive three (3) bonus days. The first thirty (30) days shall be paid at the retiree's per diem rate of pay on the date of actual retirement. All remaining days shall be paid at the retiree's per diem rate of pay when he/she first became eligible for retirement with STRS.
- B. All teachers shall be eligible for payment after proving acceptance into the State Teachers Retirement System within ninety (90) days of the last date of employment.
- C. The date of payment shall be the first pay in January in the year following retirement and said payment shall void all Sick Leave of that teacher.
- D. Retirement Incentive Plan – Retire/Rehire

A teacher who submits a letter of resignation *by March 1 of the school year in which the teacher is first eligible for a normal retirement under STRS' retirement criteria** on July 1st of that school year shall be reemployed for the subsequent school year at the teacher's place on the salary schedule with all years of previously recognized service. Reemployment shall be for the next school year only and the teacher shall be reemployed on a one year limited contract of employment which shall automatically expire at the end of that year without the need for evaluations or further Board action. Otherwise, the reemployed teacher shall be a bargaining unit member and shall have all the rights and responsibilities of a bargaining unit member.

- *Age 55 – 25 or more years of recognized STRS service, or
- *Age 60 – 5 or more years of recognized STRS service, or
- *30 years of recognized STRS service.

At the Board’s discretion and upon the Superintendent’s recommendation, The retired/rehired teacher may be offered subsequent one (1) year limited contract(s) beginning at Step 5 of the salary schedule recognizing the teacher’s hours beyond their degree. Any such subsequent one (1) year contract(s) shall automatically expire at the end of the contract year without the need for evaluations or further Board action.

808 REHIRED RETIREES [P.N. 2012]

The parties agree to abide by the following terms and conditions relating to the employment or reemployment of teachers following such teachers’ service (STRS) retirement. Specifically, the parties agree that:

- A. Except for teachers who are eligible for one (1) year of “rehire” under the retirement incentive in Section 807(D), the Board is under no obligation to employ any “retired” teacher and the parties hereto explicitly agree that there is no expectation of continued employment or reemployment when a teacher retires from the Norwayne Local Schools. Reemployed “retired” teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement will be assigned to positions that are within their certification/ licensure area(s). Except as otherwise set forth herein, “retired” teachers employed or reemployed by the Board are considered bargaining unit members and subject to the terms of the current Collective Bargaining Agreement.
- B. A “retired” teacher who is rehired under this section (“retired/rehired teacher”) is eligible to participate in the Board’s health and dental insurance coverages under the single or family benefit plans. The retired/rehired teacher may also participate in the Board’s life insurance programs at his/her own expense. All payments will be made through payroll deduction.
- C. Initial salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be at Step 5. Likewise, notwithstanding ORC 3317.13, initial salary placement for years of service granted for “retired” teachers previously employed by the Norwayne Local School District Board of Education shall be at Step 5. (Note: The salary for teachers who retire under the incentive in Section 808(E) will be their normal salary for the first year of re-employment.) Such teachers will be permitted to move on the salary schedule for consecutive years of reemployment after retirement, i.e. they would move to Step 6 if rehired after the initial contract, etc. Salary placement on the appropriate education column shall be fully recognized.
- D. Retirement is considered a break in service for seniority purposes. Therefore, seniority for “retire” teachers newly hired by the Board, as well as for Norwayne Local teachers returning to employment with the Board after retirement, will be zero (0) upon such employment and any subsequent reemployment.
- E. Because they have already retired, there will be no severance pay available for teachers employed by the Board after service retirement, nor may such teachers participate in any retirement incentive of any kind.
- F. The contract of employment for all teachers hired post-retirement will be for one (1) year and is automatically non-renewed at the conclusion of that year, and this paragraph is intended to constitute full notice of such non-renewal without the need for compliance with ORC 3319.11

and 3319.111 or Sections 400 or 401 of this Agreement with regard to notice, evaluation or any other prerequisite to non-renewal. Neither will such teacher be eligible to challenge such automatic non-renewal in any manner or form. The provisions/ protections of ORC 3319.11 and 3319.111 and Sections 400 and 401 of this Agreement as to such teachers, are expressly waived. The reemployed/retired teacher will not be eligible for and expressly waives any right to eligibility for a continuing contract under ORC 3319.08 or this Agreement. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of ORC 3319.11 and 3319.111. Nothing herein shall be construed to prohibit the observation and/or evaluation of a teacher employed after retirement.

809 MEDICAL INSURANCE (P.N. 2012)

- A. The Board shall provide eighty-five (85%) of the single or family plan premium for the PPO Group Health Insurance coverages.
- B. Bargaining unit members who do not wish to be covered by the District Hospitalization/Surgical and Major Medical Insurances, since he/she is covered by another Plan outside the District, shall be paid forty percent (40%) of this amount of annual single or family plan (as applicable to the Plan waiving) premiums paid by the Board. To receive this payment bargaining unit members shall complete the Cafeteria Plan Election Form not later than September 15. This payment shall be made the first pay in July of the succeeding year.

PPO PLAN BENEFIT HIGHLIGHTS
 Dependent Children Covered to Age 26
 Lifetime Maximum: Unlimited

\$150 Deductible for single plan

\$300 Deductible for family plan

Inpatient Hospital Services

Semi-Private Room and Board	100% after deductible	70% UCR after deductible
Physician Services	100% after deductible	70% UCR after deductible
Surgery and Anesthesia	100% after deductible	70% UCR after deductible
Drugs and Other Medications	100% after deductible	70% UCR after deductible
Lab and X-Ray Services	100% after deductible	70% UCR after deductible
Ancillary Services	100% after deductible	70% UCR after deductible
Mental Health Care* and/or Substance Abuse Treatment (Substance Abuse Limited to Three Inpatient Admissions Per Lifetime *Network Only	100% after deductible, 30 days per benefit period; one admission per benefit period for substance abuse.	Not Covered

Outpatient Services

Authorized

**Self-Referred/
Non-Network**

Emergency Room	100% after \$100 copay (Waived if admitted)	70% UCR after \$100 copay (Waived if admitted)
Mental Health Care	100% after deductible \$550/year	70% UCR after deductible \$550/year
Substance Abuse Treatment	100% after deductible \$550/year	70% UCR after deductible \$550/year
Outpatient Surgery	100% after deductible	70% UCR after deductible

<u>Medical Services</u>	<u>Authorized</u>	<u>Self-Referred/ Non-Network</u>
Office Visits		
Family / Pediatric / OB-GYN	100% after deductible	70% UCR after deductible
Specialists	100% after deductible	70% UCR after deductible
X-Ray Services	100% after deductible	70% UCR after deductible
Annual Physical Examination	100% after deductible	Not Covered
Laboratory Services (including Annual Routine Pap Smear and Mammogram)	100% after deductible	70% UCR after deductible
Well Child Care	100% after deductible	Not Covered
Immunizations	100% after deductible	Not Covered
Allergy Tests and Treatments	100% after deductible	Not Covered
Physical Therapy	100% after deductible	70% UCR after deductible
<u>Other Services</u>	<u>Authorized</u>	<u>Self Referred/ Non-Network</u>
Ambulance Services	100% after deductible	70% UCR after deductible
Skilled Nursing Facility	100% after deductible	70% UCR after deductible
Home Health Care	100%, 30 days per Authorization	Not Covered

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will only apply to the network deductible limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible limits.

C. IRS Section 125 Plan

Subject to the requirements of the insurer, the Board shall provide to each member who elects during the September enrollment period, an IRS Section 125 Plan to be used to exempt the member's portion of his/her medical insurance premium from Federal and State taxes.

810 PRESCRIPTION DRUG INSURANCE (P.N. 2009)

The Board shall pay eighty-five (85%) of the premium for single or family plan coverage, with a Twenty Dollar (\$20.00) deductible for legend drugs, a Fifteen Dollar (\$15.00) deductible for legend when no generic is available, and a Five Dollar (\$5.00) deductible for generic drugs. Mail order is mandatory for maintenance drugs at double the pharmacy rate for a three month supply

811 DENTAL INSURANCE (P.N. 1997)

A. The Board shall purchase through Oasis Trust or other carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the specifications, benefits, coverages, and limits not less than that generally listed below, but in no event less than that listed in the Oasis Trust Dental Plan book "DN-OT 10/95" for each bargaining unit member and his/her dependents.

1. Class 1 – Preventative -- No Deductible and 100% paid of UCR fees and includes:
 - a. Routine oral exams;
 - b. Teeth cleaning;
 - c. Fluoride treatment;

- d. Emergency pain treatments;
 - e. Space maintainer;
 - f. Diagnostic X-Rays;
 - g. Other diagnostic and preventative care;
 - h. Limited to two (2) cleanings and exams per twelve (12) consecutive month period; one (1) fluoride treatment in a twelve (12) month period with no age limit; and sealants are allowed to age fourteen (14).
2. Class 2 - Minor Restorative -- 80% paid of UCR fees and includes:
- a. General anesthesia;
 - b. Extractions and oral surgery;
 - c. Root canal therapy;
 - d. Repair of crowns, bridgework, and removable dentures;
 - e. treatment of gum disease;
 - f. fillings, amalgams, silicate, and acrylic;
 - g. other entodontics, periodontics, prostheodontics maintenance, and oral surgery.
3. Class 3 - Major Restorative -- 50% paid of UCR fees and includes:
- a. Inlays, onlays, gold fillings, or crown restorations;
 - b. Installation of fixed bridgework or tooth implants;
 - c. Installation of partial or full and removal of dentures;
 - d. Replacement of existing bridgework or dentures;
 - e. Other restoration and prostheodontics installation.
4. Class 4 – Orthodontics -- No deductible and 50% paid of UCR fees with a \$1,500 lifetime maximum per person and includes:
- a. Full-banded orthodontic treatment;
 - b. Appliances for tooth guidance;
 - c. Appliances to control harmful habits;
 - d. Retention appliances.
5. Classes 2 and 3, combined, are subject to a calendar year deductible of Twenty-Five Dollars (\$25.00) per individual to a maximum of Seventy-Five Dollars (\$75.00) per family.
6. Classes 1, 2, and 3, combined, are limited to a maximum of \$1,500 per calendar year

7. Dependent Eligibility - To age twenty-three (23) and twenty-five (25) if full-time student.
 8. There is no thirty-six (36) month requirements for dentures.
 9. There is no limit on bitewings.
 10. No verification is required for services.
- B. The full cost of this coverage and any increase thereof shall be paid by the Board.

812 LIFE INSURANCE (P.N. 2012)

- A. The Board shall provide each teacher with a Fifty Thousand Dollar (\$50,000) term life insurance policy effective September 1, 2012. The policy shall include accidental death and dismemberment benefits equal to the amount of basic life coverage. This insurance shall be underwritten by a company licensed to underwrite life insurance in the state of Ohio, and the policy shall be issued in the name of the teacher. The premium for said policy shall be paid for fully the Board. A teacher, upon leaving the District, shall have the option of retaining the total amount of coverage by paying the premium to the company. Said policy shall include a rider that allows for the policy to continue after the teacher reaches age seventy (70).
- B. If a sufficient number of teachers are interested, the Board shall provide the option to all teachers to purchase additional life insurance at the group rate through payroll deduction. There shall be no limit set on the amount except as determined by the insuring company.

813 LIABILITY SETTLEMENTS (P.N. 1986)

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

814 PROFESSIONAL DEVELOPMENT PROGRAM (P.N. 2012)

- A. The Board shall appropriate for each contract year, Twenty Thousand Dollars (\$20,000) to be paid to teachers for earned college credit subject to the following conditions:
1. The teacher shall have taught in Norwayne District for a minimum of three (3) years. Further, the teacher shall teach in the Norwayne District a minimum of one (1) contractual year following completion of the course(s) or he/she must pay back to the Board the amount received for the course(s). (Payback is done through payroll deduction.)
 2. The college course must be taken in education, the area of present certification/licensure, or any area of certification/licensure permitted by the Ohio Department of Education leading to a new certification/ licensure. Courses must be accredited and lead to certification/licensure or improvement in the teacher's qualifications for the current position he/she holds. College courses must be taken in education, the area or present certification/licensure, or any area of certification/licensure permitted by the Ohio Department of Education leading to new certification/licensure, or recertification/re-licensure. The teacher must first demonstrate that the course(s) fits/fit the above description. Approval or rejection will be based upon the aforementioned and/or sufficient money remaining in the fund.

3. Any course where the teacher receives, or will receive, reimbursement from any other source will not be reimbursed.
 4. When submitting a request for tuition reimbursement, a transcript or grade card along with a credit card receipt, cancelled check, or itemized receipt from the institution shall be submitted to the Board Treasurer. A "B" grade or better or a "P" (for pass/fail courses) is required for college courses.
 5. The rate of reimbursement will be the actual rate for the quarter hour or semester hour, Two Hundred (\$200.00) per quarter hour or Three Hundred (\$300.00) per semester, whichever is less. Under no condition will a teacher be reimbursed more per hour than the actual tuition rate. Maximum reimbursement per request will be four (4) semester hours per class or six (6) quarter hours per class. Reimbursement will be made three (3) times per year in conjunction with the supplemental check pay periods.
 6. The request will be recognized on a first-come/first-served basis until the maximum allocation has been exhausted. However, no teacher shall have access to monies in this Section two (2) consecutive years in a row, unless monies remain and all other applicants have been paid.
 7. Annually, the Board Treasurer shall provide an accounting to the Association of the persons receiving this benefit and the amount.
- B. Any Board/Administrative required courses wherein the teacher agrees to take the course shall be totally paid by the Board.

815 STRS PICK-UP (P.N. 1991)

The Board agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System on behalf of the teachers at no additional cost to the Board as follows:

1. The amount to be picked-up and paid on behalf of the teacher shall be that percent set by STRS of the teacher's compensation. The teacher's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all teachers.
3. No teacher covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.
4. The pick-up shall apply to all compensation including supplemental earnings.
5. Should the Internal Revenue Service make a ruling which finds the above practice to be improper, this Section of the Master Contract shall be modified as necessary to be in compliance with the ruling.

816 REIMBURSEMENT FOR COST FOR FINGERPRINTING (P.N. 2009)

The District will pay all necessary fingerprinting fees for bargaining unit member's renewal of their teaching license and annual supplemental fingerprinting requirements.

817 STUDENT ENROLLMENT (P.N. 2009)

Bargaining unit member's children will be accepted through open enrollment.

ARTICLE 9. ASSOCIATION RIGHTS

901 ASSOCIATION RIGHTS (P.N. 2009)

The Board shall grant to the Association the following exclusive rights and privileges:

A. Use of School Facilities for Meetings

Meetings are to be cleared and set by the Building Principal at least one (1) week in advance of the intended meetings and they shall not interrupt the normal instructional programs of the school. The meetings must be in keeping with Board policy governing the use of the buildings.

B. Use of school equipment such as computers, typewriters, FAX machines, calculators, and audio-visual machines. Board purchased consumable materials used by the Association, i.e. paper, shall be paid by the Association at Board cost plus ten percent (10%, as a handling charge.)

C. Use of faculty bulletin boards.

D. Use of internal school mail delivery including electronic mail, with the understanding electronic mail will not be used during instructional time.

E. Announcements concerning Association activities may be made by Association building representatives at the conclusion of staff meetings, provided that the Principal has been told in advance of the meeting.

F. The Association will receive a copy of regularly and routinely prepared Board materials, if requested.

G. The Association may have the opportunity to have input with the Board prior to an anticipated increase in millage rates and may take active part in its promotion among citizens of the District.

H. Dues

All bargaining unit members covered under Recognition (Section 101) shall have payroll deduction of dues equal to Association and affiliated dues. The process will be as follows:

1. Each teacher's dues or fair share fees shall be automatically deducted in the amount certified by the Association.
 - a. These deductions shall be made equally from each paycheck commencing the second pay in September and continuing for the next twenty (20) paychecks. Any new teacher who is employed after the beginning of these annual deductions shall have the amount prorated and deducted over the remaining paychecks so as to be completed at the same paycheck as all other teachers. Bargaining unit members who do not elect to become members of the Association within sixty (60) days following their initial day of actual work, shall be required to pay the Association the fair share fees.
 - b. These deductions shall continue from year to year automatically. The Association shall forward to the Board Treasurer, by September 10 each year, the amount to be deducted listed by each teacher's name.

- c. The Board Treasurer shall transmit to the Association Treasurer within five (5) calendar days of the payday, the total amount to be deducted along with a complete description by name of the amount deducted.

I. Fair share Fees (P.N. 2009)

1. Payroll Deduction of Fair Share Fee (FSF) Payers

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Norwayne Education Association a fair share fee for the association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee Payers

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the United Education Profession (UEP) dues of the association, shall be transmitted by the association to the Treasurer of the Board on or about January 1 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit all amounts deducted to the association.

3. Schedule of Fair Share Fee Deductions For All Fair Share Fee Payers

Payroll deduction of the fair share fee shall commence annually on the first pay date that occurs on or after January 15th. In the case of employees hired after the beginning of the school year that are fair share fee payers, the payroll deduction shall commence on the first pay date on or after the later of thirty days employment in a bargaining unit position or January 15. However, if an enrollment form for the fair share fee payer is not submitted to OEA by February 15th, the Association treasurer will be unable to collect fees at all for the fair share fee payer.

4. Transmittal of Deductions

The employer further agrees to accompany each such transmittal with a list of names of the bargaining unit members for all such fair share fee deductions made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will give notice to each member of the bargaining unit who does not join the association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

6. The Association shall not grieve non-intentional mistakes in deduction made by the Treasurer, so long as the errors are corrected in a reasonable time. The Association agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of fair share fee.

902 COPIES OF BOARD POLICY MANUALS (P.N. 1988)

- A. The Board shall provide the President of the Association with a copy of all Board Policies and District-wide administrative rules upon completion of updating. Further, the Board shall provide for two (2) updated Board Policy Manuals and Administrative Rules to be placed in each building within the system.

- B. If the Board or Administration should change, add to or subtract from these items, those changes shall be given to the Association President, within fifteen (15) days from their adoption by the Board.

ARTICLE 10. MANAGEMENT RIGHTS (P.N. 1984)

The Board and Administration retain unto their authority and discretion any matter not contained in or referenced by this Agreement and are restricted in exercising their authorities only by this Agreement.

ARTICLE 11. PRE-SCHOOL GRANT PROGRAM (P.N. 2003)

- 1101** As a result of the State grant being approved for the Pre-School Grant Program on a fiscal year (July 1 to June 30) basis for specific persons, and due to the fact that the grant is only guaranteed on a year-to-year basis, the parties believe several variations/deviations from the traditional Master Contract provision must be provided, otherwise the program cannot succeed. These deviations/variations are totally listed herein, and there are no other deviations/variations permitted without mutual agreement of the parties in the same manner as initially generated in this Article. These deviations/variations are not to establish a practice or precedent for any other grant program or staffing need, and are solely limited to the Pre-School Grant Program as it is constituted this 2nd day of January, 1991.
- 1102** The parties agree that this program will be self-contained and self-supervised. Thus, no other member of the bargaining unit will have any teaching or supervisory duties assigned regarding any student in this program other than occasional testing by guidance, psychological, or speech/hearing personnel.
- 1103** There are two (2) types of positions in this unit, Pre-School Teacher(s) and the Pre-School Coordinator. The teacher position(s) is/are salaried position(s) and will be either full-time or half-time depending on the grant amount. The Coordinator position, if staffed by a teacher, is either an hourly position with duties such as continuation of the grant writing necessary to continue the grant, arranging for testing, arranging for meals, etc. to be done outside the workday or a duty of a full-time teacher who will be released from other classroom duties for all or part of the day to coordinate the program. Should the Coordinator position be staffed by a certified/licensed administrator on a Consultant Contract basis, the Pre-School Coordinator position would be excluded from this Article.
- 1104** The Pre-School Teacher and the Pre-School Coordinator are entitled to all Sections of the Master Contract except as restricted or modified below:

A. Article 4. Teacher Rights

1. 401 Evaluation Process

The Pre-School Coordinator may input to the Building Principal regarding evaluation of the Pre-School Teacher, if the Pre-School Coordinator holds a current and applicable administrative certificate/license. The Building Principal

is responsible to note such input and inform the Pre-School Teacher of such during evaluations.

B. Article 6. Teaching Environment

1. 605 Home Visits

The Pre-School Teacher(s) and the Pre-School Coordinator are excluded from this Section in that home visits are considered an integral part of each of these positions.

2. 606 School Day

a. The Pre-School Teacher(s) and the Pre-School Coordinator will not be eligible for any aspects of this Section.

b. In order to be considered half-time, the Pre-School Teacher will be scheduled for instruction with children nine (9) to twelve (12) hours per week with an additional three (3) to six (6) hours being reserved for home visits or duties in conjunction with the Pre-School Program. In order to be considered full-time, the Pre-School Teacher will be scheduled for instruction twenty-four (24) hours per week with an additional six (6) hours being reserved for home visits or duties in conjunction with the Pre-School Program. Times for instruction may vary over the course of the school year to insure sufficient hours in compliance with the Pre-School Grant. This instructional time is in addition to the scheduled lunch break or planning and conference time.

c. Full-time Pre-School Teachers will be provided a minimum of two hundred (200) minutes per week for planning and conference time. Part-time Pre-School Teachers will receive a prorated amount of planning and conference time.

3. 607 Class Size

The Pre-School Teacher(s) and the Pre-School Coordinator will not be eligible for any aspects of this Section.

D. Article 8. Salary and Fringe Benefits

1. 801 Salary

a. The Pre-School Teacher(s) will be paid on the negotiated salary schedule at the salary step they are qualified for by education credits and experience, either full-time or half-time, earlier defined herein. They will accrue annual increments if full-time, or annual increments every two (2) years if half-time.

b. The Pre-School Coordinator will be paid hourly. If the Pre-School Coordinator is a teacher, then pay will be hourly for work outside the workday and/or adequate release time will be provided from other teaching duties during the workday. Hourly rate will be determined by placement on the negotiated salary schedule at the salary step he/she is qualified for by education credits and experience, then dividing that salary by 183 and then again by 6.25.

2. 807 Mileage

The Pre-School Teacher(s) and the Pre-School Coordinator will be paid mileage for home visits, required meetings, and required travel to Columbus.

3. 809/810/811 Medical/Dental/Life Insurance

Pre-School Teacher(s) employed half-time, if not otherwise provided District insurance as a result of being assigned additionally in another position for which insurance is provided, shall only be entitled to one-half (1/2) insurance premiums paid by the Board.

ARTICLE 12. EFFECTS OF CONTRACT

1201 CARRY OVER OF AGREEMENT (P.N. 1983)

All negotiated items between the Board and the Association that are not changed during the current round of negotiations shall remain in full force and effect and shall be carried forward automatically in writing to the new Contract.

1202 CONTRARY TO LAW (P.N. 2003)

- A. If it is determined by a court of law with jurisdiction to this School District or an act of the Federal or State Legislature that all or part of a negotiated provision is contrary to law, that part shall be considered null and void to the extent prohibited by such legal action. The remaining provisions stay in effect.
- B. If a provision becomes unworkable due to its being contrary to law, said action shall be reason for immediate negotiations on that provision to obtain a workable provision with the established legal structure.
- C. Notwithstanding any other provisions of this Contract, the parties agree to reopen the Contract at the request of either the Board or the Association to bargain the effects of the No Child Left Behind Act, which amended the Elementary and Secondary Education Act and related State law. The procedures set forth in Article 2 (Negotiations Procedure) will govern these mid-term negotiations with the exception of Section 201/A, which contains a timeline for initiation of negotiations.

1203 COMPLETE AGREEMENT (P.N. 1986)

- A. The parties acknowledge that during the negotiations which resulted in this Contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Contract. Therefore, for the life of this Contract the Board and the Association each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Contract and with respect to any subject matter not specifically referred to or covered in this Contract, unless otherwise mutually agreed.
- B. Both parties and their constituents agree to comply with the provisions of the Contract. Thus, any wage, hour, and/or working condition affecting bargaining unit members, if covered under the mandatory subjects of ORC 4117.08(A), not changed by this Agreement shall remain as is for the duration of this Agreement.

1204 **DEFINITION OF DAYS (P.N. 1986)**

Days as used in this Contract, except as otherwise specified herein, shall mean weekdays, Monday thru Friday, exclusive of negotiated or federally recognized holidays.

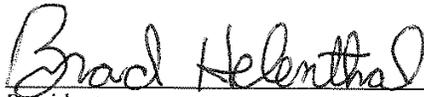
1205 **EFFECTIVE DATE (P.N. 2012)**

This Agreement shall become effective July 1, 2012 and shall remain in force until June 30, 2015.

1206 SIGNATURES TO AGREEMENT (P.N. 2012)

The parties, after ratifying this Agreement, authorize their representatives to sign below.

FOR THE ASSOCIATION



President



OEA Labor Relations Consultant



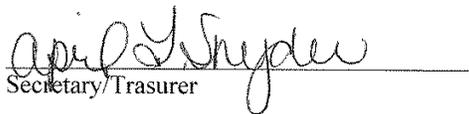
Team Member



Team Member

Team Member

This Agreement and appendices were ratified
By a majority vote at an Association meeting
on 6/8/12.

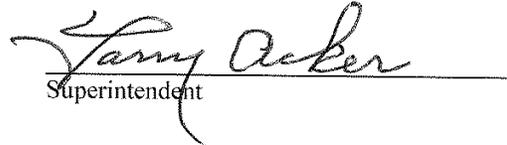


Secretary/Treasurer

FOR THE BOARD



President



Superintendent

This Agreement and appendices were
ratified by the Board at its meeting of
6-25-12.



Treasurer

**NORWAYNE LOCAL SCHOOLS
GRIEVANCE REPORT FORM**

STEP _____

NAME _____ BUILDING _____

Specific item alleged violated, misinterpreted and/or misapplied _____

STATEMENT OF GRIEVANCE: _____

REMEDY REQUESTED: _____

Signature of Aggrieved

Date Filed At This Level

DISPOSITION RENDERED: _____

Signature of Person Rendering Disposition

Date

(Attach additional pages if necessary to complete any Section.)

Domain 1a: Demonstrating Knowledge of Content and Pedagogy				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Knowledge of Content	Teacher makes content errors or does not correct content errors students make.	Teacher displays basic content knowledge but cannot articulate connections with other parts of the discipline or with other disciplines.	Teacher displays solid content knowledge and makes connections between the content and other parts of the discipline and other disciplines.	Teacher displays extensive content knowledge, with evidence of continuing pursuit of such knowledge.
Knowledge of Prerequisite Relationships	Teacher displays little understanding of prerequisite knowledge important for student learning of the content.	Teacher indicates some awareness of prerequisite learning, although such knowledge may be incomplete or inaccurate.	Teacher's plans and practices reflect understanding of prerequisite relationships among topics and concepts.	Teacher actively builds on knowledge of prerequisite relationships when describing instruction or seeking causes for student misunderstanding.
Knowledge of Content-Related Pedagogy	Teacher displays little understanding of pedagogical issues involved in student learning of the content.	Teacher displays basic pedagogical knowledge but does not anticipate student misconceptions.	Pedagogical practices reflect current research on best pedagogical practice within the discipline but without anticipating student misconceptions.	Teacher displays continuing search for best practice and anticipates student misconceptions.

Domain 1b: Demonstrating Knowledge of Students				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Knowledge of Students' Varied Approaches to Learning	Teacher is unfamiliar with the different approaches to learning that students exhibit, such as learning styles modalities, and different "intelligences."	Teacher displays general understanding of the different approaches to learning that students exhibit.	Teacher displays solid understanding of the different approaches to learning that different students exhibit.	Teacher uses, where appropriate, knowledge of students' varied approaches to learning in instructional planning.
Knowledge of Students' Skills and Knowledge	Teacher displays little knowledge of students' skills and knowledge and does not indicate that such knowledge is valuable.	Teacher recognizes the value of understanding students' skills and knowledge but displays this knowledge for the class only as a whole.	Teacher displays knowledge of students' skills and knowledge for groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of students' skills and knowledge for each student, including those with special needs.
Knowledge of Students' Interests	Teacher displays little knowledge of students' interests and does not indicate that such knowledge is valuable.	Teacher recognizes that value of understanding students' interests but displays this knowledge for the class only as a whole.	Teacher displays knowledge of the interests of groups of students and recognizes the value of this knowledge.	Teacher displays knowledge of the interests of each student.

Domain 1c: Selecting Instructional Goals				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Value	Goals are not valuable and represent low expectations or no conceptual understanding for students. Goals do not reflect important learning.	Goals are moderately valuable in either their expectations or conceptual understanding for students and in importance of learning.	Goals are valuable in their level of expectations, conceptual understanding, and importance of learning.	Not only are the goals valuable, but teacher can also clearly articulate how goals establish high expectations and relate to curriculum frameworks and standards.
Clarity	Goals are either not clear or are stated as student activities. Goals do not permit viable methods of assessment.	Goals are only moderately clear or include a combination of goals and activities. Some goals do not permit viable methods of assessment.	Most of the goals are clear but may include a few activities. Most permit viable methods of assessment.	All the goals are clear, written in the form of student learning, and permit viable methods of assessment.
Suitability for Diverse Students	Goals are not suitable for the class.	Most of the goals are suitable for most students in the class.	All the goals are suitable for most students in the class.	Goals take into account the varying learning needs of individual students or groups.
Balance	Goals reflect only one type of learning and one discipline or strand.	Goals reflect several types of learning but no effort at coordination or integration.	Goals reflect several different types of learning and opportunities for integration.	Goals reflect student initiative in establishing important learning.

Domain 1d: Demonstrating Integrated Use of Technology		
<i>[To be used only for duration of 2009-2012 Contract; then revert back to the 2006-2009 language.]</i>		
Element	Level of Performance	
	<u>Basic</u>	<u>Proficient</u>
Technology Operation and Concepts	Teacher demonstrates some knowledge, skills, and understanding of concepts related to technology.	Teacher demonstrates introductory knowledge, skills, and understanding of concepts related to current technologies.
Planning and Designing Learning Environments	Teacher designs age/grade appropriate learning opportunities through the use of minimal technology.	Teacher designs age/grade-level appropriate learning opportunities through the use of technology.
Teaching, Learning, and the Curriculum	Teacher implements curricular plans to include technology for student learning.	Teacher demonstrates curricular plans that include technology that is incorporated with academic content standards for student learning.
Assessment and Evaluation	Teacher is able to use technology to assess student learning.	Teacher applies technology to assess students' learning by collecting and analyzing data.
<i>Based on National Education Technology Standards for Teachers (2004)</i>		

Domain 1e: Designing Coherent Instruction				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Learning Activities	Learning activities are not suitable to students or instructional goals. They do not follow an organized progression and do not reflect recent professional research.	Only some of the learning activities are suitable to students or instructional goals. Progression of activities in the unit is uneven, and only some activities reflect recent professional research.	Most of the learning activities are suitable to students and instructional goals. Progression of activities in the unit is fairly even, and most activities reflect recent professional research.	Learning activities are highly relevant to students and instructional goals. They progress coherently, producing a unified whole and reflecting recent professional research.
Instructional Material and Resources	Materials and resources do not support the instructional goals or engage students in meaningful learning.	Some of the materials and resources support the instructional goals, and some engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning.	All materials and resources support the instructional goals, and most engage students in meaningful learning. There is evidence of student participation in selecting or adapting materials.
Instructional Groups	Instructional groups do not support the instructional goals and offer no variety.	Instructional groups are inconsistent in suitability to the instructional goals and offer minimal variety.	Instructional groups are varied, as appropriate to the different instructional goals.	Instructional groups are varied, as appropriate to the different instructional goals. There is evidence of student choice in selecting different patterns of instructional groups.
Lesson and Unit Structure	The lesson or unit has no clearly defined structure, or the structure is chaotic. Time allocations are unrealistic.	The lesson or unit has a recognizable structure, although the structure is not uniformly maintained throughout. Most time allocations are reasonable.	The lesson or unit has a clearly defined structure that activities are organized around. Time allocations are reasonable.	The lesson's or unit's structure is clear and allows for different pathways according to student needs.

Domain 1f: Assessing Student Learning				
<u>Element</u>	<u>Level of Performance</u>			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Congruence with Instructional Goals	Content and methods assessment lack congruence with instructional goals.	Some of the instructional goals are assessed through the proposed approach, but many are not.	All the instructional goals are nominally assessed through the proposed plan, but the approach is more suitable to some goals than to others.	The proposed approach to assessment is completely congruent with the instructional goals, both in content and process.
Criteria and Standards	The proposed approach contains no clear criteria or standards.	Assessment criteria and standards have been developed, but they are either not clear or have not been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students.	Assessment criteria and standards are clear and have been clearly communicated to students. There is evidence that students contributed to the development of the criteria and standards.
Use for Planning	The assessment results affect planning for these students only minimally.	Teacher uses assessment results to plan for the class as a whole.	Teacher uses assessment results to plan for individuals and groups of students.	Students are aware of how they are meeting the established standards and participate in planning the next steps.

Domain 2a: Creating an Environment of Respect and Rapport				
<u>Element</u>	<u>Level of Performance</u>			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Teacher Interaction with Students	Teacher interaction with at least some students is negative, demeaning, sarcastic, or inappropriate to the age or culture of the students. Students exhibit disrespect for teacher.	Teacher-student interactions are generally appropriate but may reflect occasional inconsistencies, favoritism, or disregard for students' cultures. Students exhibit only minimal respect for teacher.	Teacher-student interactions are friendly and demonstrate general warmth, caring, and respect. Such interactions are appropriate to developmental and cultural norms. Students exhibit respect for teacher.	Teacher demonstrates genuine caring and respect for individual students. Students exhibit respect for teacher as an individual, beyond that for the role.
Student Interaction	Student interactions are characterized by conflict, sarcasm, or put-downs.	Students do not demonstrate negative behavior toward one another.	Student interactions are generally polite and respectful.	Students demonstrate genuine caring for one another as individuals and as students.

Domain 2b: Establishing a Culture for Learning				
<u>Element</u>	<u>Level of Performance</u>			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Importance of the Content	Teacher or students convey a negative attitude toward the content, suggesting that the content is not important or is mandated by others.	Teacher communicates importance of the work but with little conviction and only minimal apparent buy-in by the students.	Teacher conveys genuine enthusiasm for the subject, and students demonstrate consistent commitment to its value.	Students demonstrate through their active participation, curiosity, and attention to detail that they value the content's importance.
Student Pride in Work	Students demonstrate little or no pride in their work. They seem to be motivated by the desire to complete a task rather than do high-quality work.	Students minimally accept the responsibility to "do good work" but invest little of their energy in the quality of the work.	Students accept teacher insistence on work of high quality and demonstrate pride in that work.	Students take obvious pride in their work and initiate improvements in it, for example, by revising drafts on their own initiative, helping peers, and ensuring that high-quality work is displayed.
Expectations for Learning and Achievement	Instructional goals and activities, interactions, and the classroom environment convey only modest expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey inconsistent expectations for student achievement.	Instructional goals and activities, interactions, and the classroom environment convey high expectations for student achievement.	Both students and teacher establish and maintain through planning of learning activities, interactions, and the classroom environment high expectations for the learning of all students.

Domain 2c: Managing Classroom Procedures				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Management of Instructional Groups	Students not working with the teacher are not productively engaged in learning.	Tasks for group work are partially organized, resulting in some off-task behavior when teacher is involved with one group.	Tasks for group work are organized, and groups are managed so most students are engaged at all times.	Groups working independently are productively engaged at all times, with students assuming responsibility for productivity.
Management of Transitions	Much time is lost during transitions.	Transitions are sporadically efficient, resulting in some loss of instructional time.	Transitions occur smoothly, with little loss of instructional time.	Transitions are seamless, with students assuming some responsibility for efficient operation.
Management of Materials and Supplies	Materials are handled inefficiently, resulting in loss of instructional time.	Routines for handling materials and supplies function moderately well.	Routines for handling materials and supplies occur smoothly, with little loss of instructional time.	Routines for handling materials and supplies are seamless, with students assuming some responsibility for efficient operation.
Performance of Non-instructional Duties	Considerable instructional time is lost in performing non-instructional duties.	Systems for performing non-instructional duties are fairly efficient, resulting in little loss of instructional time.	Efficient systems for performing non-instructional duties are in place, resulting in minimal loss of instructional time.	Systems for performing non-instructional duties are well established, with students assuming considerable responsibility for efficient operation.
Supervision of Volunteers and Paraprofessionals	Volunteers and paraprofessionals have no clearly defined duties or do nothing most of the time.	Volunteers and paraprofessionals are productively engaged during portions of class time but require frequent supervision.	Volunteers and paraprofessionals are productively and independently engaged during the entire class.	Volunteers and paraprofessionals make a substantive contribution to the classroom environment.

Domain 2d: Managing Student Behavior				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Expectations	No standards of conduct appear to have been established, or students are confused as to what the standards are.	Standards of conduct appear to have been established for most situations, and most students seem to understand them.	Standards of conduct are clear to all students.	Standards of conduct are clear to all students and appear to have been developed with student participation.
Monitoring of Student Behavior	Student behavior is not monitored, and teacher is unaware of what students are doing.	Teacher is generally aware of student behavior but may miss the activities of some students.	Teacher is alert to student behavior at all times.	Monitoring by teacher is subtle and preventive. Students monitor their own and their peers' behavior, correcting one another respectfully.
Response to Student Misbehavior	Teacher does not respond to misbehavior, or the response is inconsistent, overly repressive, or does not respect the student's dignity.	Teacher attempts to respond to student misbehavior but with uneven results, or no serious disruptive behavior occurs.	Teacher response to misbehavior is appropriate and successful and respects the student's dignity, or student behavior is generally appropriate.	Teacher response to misbehavior is highly effective and sensitive to student's individual needs, or student behavior is entirely appropriate.

Domain 2e: Organizing Physical Space				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Safety and Arrangement of Furniture	The classroom is unsafe, or the furniture arrangement is not suited to the lesson activities, or both.	The classroom is safe, and classroom furniture is adjusted for a lesson, or if necessary, a lesson is adjusted to the furniture, but with limited effectiveness.	The classroom is safe, and the furniture arrangement is a resource for learning activities.	The classroom is safe, and students adjust the furniture to advance their own purposes in learning.
Accessibility to Learning and Use of Physical Resources	Teacher uses physical resources poorly, or learning is not assessable to some students.	Teacher uses physical resources adequately, and at least essential learning is accessible to all students.	Teacher uses physical resources skillfully, and all learning is equally accessible to all students.	Both teacher and students use physical resources optimally, and students ensure that all learning is equally accessible to all students.

Domain 3a: Communicating Clearly and Accurately				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Directions and Procedures	Teacher directions and procedures are confusing to students.	Teacher directions and procedures are clarified after initial student confusion or are excessively detailed.	Teacher directions and procedures are clear to students and contain an appropriate level of detail.	Teacher directions and procedures are clear to students and anticipate possible student misunderstanding.
Learning Goals	Teacher gives no information, inaccurate information, or confusing information about learning goals.	Teacher gives brief, but accurate, information on learning goals.	Teacher gives clear, accurate information on learning goals in language appropriate to the age and ability of the students. Goals are standards based.	Students are able to identify the standards based learning goals for the lessons. The learning goals for the lesson are displayed in the room and referred to during the lesson.

Domain 3b: Using Questioning and Discussion Techniques				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Quality of Questions	Teacher's questions are virtually all of poor quality.	Teacher's questions are a combination of low and high quality. Only some invite a response.	Most of teacher's questions are of high quality. Adequate time is available for students to respond.	Teacher's questions are of uniformly high quality, with adequate time for students to respond. Students formulate many questions.
Discussion Techniques	Interaction between teacher and students is predominantly recitation style, with teacher mediating all questions and answers.	Teacher makes some attempt to engage students in a true discussion, with uneven results.	Classroom interaction represents true discussion, with teacher stepping, when appropriate to the side.	Students assume considerable responsibility for the success of the discussion, initiating topics and making unsolicited contributions.
Student Participation	Only a few students participate in the discussion.	Teacher attempts to engage all students in the discussion, but with only limited success.	Teachers successfully engages all students in the discussion.	Students themselves ensure that all voices are heard in the discussion.

Domain 3c: Engaging Students in Learning				
<u>Element</u>	<u>Level of Performance</u>			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Representation of Content	Representation of content is inappropriate and unclear or uses poor examples and analogies.	Representation of content is inconsistent in quality: Some is done skillfully, with good examples; other portions are difficult to follow.	Representation of content is appropriate and links well with students' knowledge and experience.	Representation of content is appropriate and links well with students' knowledge and experience. Students contribute to representation of content.
Activities and Assignments	Activities and assignments are inappropriate for students in terms of their age or backgrounds. Students are not engaged mentally.	Some activities and assignments are appropriate to students and engage them mentally, but other do not.	Most activities and assignments are appropriate to students. Almost all students are cognitively engaged in them.	All students are cognitively engaged in the activities and assignments in their exploration of content. Students initiate or adapt activities and projects to enhance understanding.
Grouping of Students	Instructional groups are inappropriate to the students or to the instructional goals.	Instructional groups are only partially appropriate to the students or only moderately successful in advancing the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the students or to the instructional goals of a lesson.	Instructional groups are productive and fully appropriate to the instructional goals of a lesson. Students take the initiative to influence instructional groups to advance their understanding.
Instructional Material and Resources	Instructional materials and resources are unsuitable to the instructional goals or do not engage students mentally.	Instructional materials and resources are partially suitable to the instructional goals, or students' level of mental engagement is moderate.	Instructional materials and resources are suitable to the instructional goals and engage students mentally.	Instructional materials and resources are suitable to the instructional goals and engage students mentally. Students initiate the choice, adaptation, or creation of materials to enhance their own purposes.
Structure and Pacing	The lesson has no clearly defined structure, or the pacing of the lesson is too slow or rushed, or both.	The lesson has a recognizable structure, although it is not uniformly maintained throughout the lesson. Pacing of the lesson is inconsistent.	The lesson has a clearly defined structure around which the activities are organized. Pacing of the lesson is consistent.	The lesson's structure is highly coherent, allowing for reflection and closure as appropriate. Pacing of the lesson is appropriate for all students.

Domain 3d: Providing Feedback to Students				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Quality: Accurate, Substantive, Constructive, and Specific	Feedback is either not provided or is of uniformly poor quality.	Feedback is inconsistent in quality: Some elements of high quality are present; others are not.	Feedback is consistently high quality.	Feedback is consistently high quality. Provision is made for students to use feedback in their learning.
Timeliness	Feedback is not provided in a timely manner.	Timeliness of feedback is inconsistent.	Feedback is consistently provided in a timely manner.	Feedback is consistently provided in a timely manner. Students make prompt use of the feedback in their learning.

Domain 3e: Demonstrating Flexibility and Responsiveness				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Lesson Adjustment	Teacher adheres rigidly to an instructional plan, even when a change will clearly improve a lesson.	Teacher attempts to adjust a lesson, with mixed results.	Teacher makes a minor adjustment to a lesson, and the adjustment occurs smoothly.	Teacher successfully makes a major adjustment to a lesson.
Response to Students	Teacher ignores or brushes aside students' questions or interests.	Teacher attempts to accommodate students' questions or interests. The effects on the coherence of a lesson are uneven.	Teacher successfully accommodates students' questions or interest.	Teacher seizes a major opportunity to enhance learning, building on a spontaneous event.
Persistence	When a student has difficulty learning, the teacher either gives up or blames the student or the environment for the student's lack of success.	Teacher accepts responsibility for the success of all students but has only a limited repertoire of instructional strategies to use.	Teacher persists in seeking approaches for students who have difficulty learning, possessing a moderate repertoire of strategies.	Teacher persists in seeking effective approaches for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.

Domain 4a: Reflecting on Teaching				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Accuracy	Teacher does not know if a lesson was effective or achieved its goals, or profoundly misjudges the success of a lesson.	Teacher has a generally accurate impression of a lesson's effectiveness and the extent to which instructional goals were met.	Teacher makes an accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals and can cite general references to support the judgment.	Teacher makes a thoughtful and accurate assessment of a lesson's effectiveness and the extent to which it achieved its goals, citing many specific examples from the lesson and weighing the relative strength of each.
Use in Future Teaching	Teacher has no suggestions for how a lesson may be improved another time.	Teacher makes general suggestions about how a lesson may be improved.	Teacher makes a few specific suggestions of what he may try another time.	Drawing on an extensive repertoire of skills, the teacher offers specific alternative actions, complete with probable successes of different approaches.

Domain 4b: Maintaining Accurate Records				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Student Completion of Assignments	Teacher's system for maintaining information on student completion of assignments is in disarray.	Teacher's system for maintaining information on student completion of assignments is rudimentary and only partially effective.	Teacher's system for maintaining information on student completion of assignments is fully effective.	Teacher's system for maintaining information on student completion of assignments is fully effective. Students participate in the maintenance of records.
Student Progress in Learning	Teacher has no system for maintaining information on student progress in learning, or the system is in disarray.	Teacher's system for maintaining information on student progress in learning is rudimentary and partially effective.	Teacher's system for maintaining information on student progress in learning is effective.	Teacher's system for maintaining information on student progress in learning is fully effective. Students contribute information and interpretation of the records.
Non-instructional Records	Teacher's records for noninstructional activities are in disarray, resulting in errors and confusion.	Teacher's records for non-instructional activities are adequate, but they require frequent monitoring to avoid error.	Teacher's system for maintaining information on non-instructional activities is fully effective.	Teacher's system for maintaining information on non-instructional activities is highly effective, and students contribute to its maintenance.

Domain 4c: Communicating with Families				
Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Information About the Instructional Program	Teacher provides little information about the instructional program to families.	Teacher participates in the school's activities for parent communication but offers little additional information.	Teacher provides frequent information to parents, as appropriate, about the instructional program.	Teacher provides frequent information to parents, as appropriate, about the instructional programs. Students participate in preparing materials for their families.
Information About Individual Students	Teacher provides minimal information to parents and does not respond or responds insensitively to parent concerns about students.	Teacher adheres to the school's required procedures for communicating to parents. Responses to parent concerns are minimal.	Teacher communicates with parents about students' progress on a regular basis and is available as needed to respond to parent concerns.	Teacher provides information to parents frequently on both positive and negative aspects of student progress. Response to parent concerns is handled with great sensitivity.
Engagement of Families in the Instructional Program	Teacher makes no attempt to engage families in the instructional program, or such attempts are inappropriate.	Teacher makes modest and inconsistently successful attempts to engage families in the instructional program.	Teacher's efforts to engage families in the instructional program are frequent and successful.	Teacher's efforts to engage families in the instructional program are frequent and successful. Students contribute ideas for projects that will be enhanced by family participation

**Domain 4d: Contributing to the School and District
over the twelve months prior to the observation**

*[Examples of activities that fall within this Domain 4D will be provided at the beginning of each school year.
The list of example is representative, but not all inclusive.]*

Element	Level of Performance			
	<u>Unsatisfactory</u>	<u>Basic</u>	<u>Proficient</u>	<u>Distinguished</u>
Relationships with Colleagues	Teacher's relationships with colleagues are negative or self-serving.	Teacher maintains cordial relationships with colleagues to fulfill the duties that the school or District requires.	Support and cooperation characterize relationships with colleagues.	Support and cooperation characterize relationships with colleagues. Teacher takes initiative in assuming leadership among the faculty.
Service to the School	Teacher avoids becoming involved in school events.	Teacher participates in and/or attends school events when specifically asked.	Teacher participates in and/or attends school events.	Teacher participates in and/or attends school events, and assumes a leadership role in at least some aspect of school life.
Participation in School and District Projects	Teacher avoids becoming involved in school and District projects.	Teacher participates in and/or attends school and district projects when specifically asked.	Teacher participates in and/or attends school and District projects.	Teacher participates in and/or attends school and District projects, and assumes a leadership role in a major school or District project.

Domain 4e: Growing and Developing Professionally

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

**Suggested Activities for Contributing to School & District
(Domain 4D Activities)**

Open House

PTO

Association Officer/Representative

Community Events

School Concerts

County & School Art Shows

Plays/Musicals

Athletic Contests

After School Activities

Dances (Chaperone)

Committees

Coaching

Advisor for School Groups

Community Memberships (Lion's Club, Boy Scouts)

Youth Sports

Youth Groups in Community/District (4-H, etc.)

Wayne County Children's Chorus

Ticket Taker at Sporting Events

Concession Stands

County or District Track Meets

Wayne County Fair

This List is not inclusive, other activities will be considered.

**NORWAYNE LOCAL SCHOOLS
OBSERVATION SUMMARY SHEET
TEACHER**

Teacher _____ Grade or Dept. _____
 School _____ Observation Date _____
 Evaluator _____ Conference Date _____

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

U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed
--

Domain 1: Planning and Preparation

Competency	Rating
1a: Knowledge of Subject Matter	
1b: Knowledge of Students	
1c: Instructional Goals	
1d: Integrated Use of Technology	
1e: Designing Coherent Instruction	
1f: Assessing Student Learning	

Domain 2: The Classroom Environment

Competency	Rating
2a: Creating an Environment of Respect and Rapport	
2b: Establishing a Culture for Learning	
2c: Managing Classroom Procedures	
2d: Managing Student Behavior	
2e: Organizing Physical Space	

Domain 3: Instruction

Competency	Rating
3a: Communicating Clearly and Accurately	
3b: Using Questioning and Discussion Techniques	
3c: Engaging Students in Learning	
3d: Providing Feedback to Students	
3e: Demonstrating Flexibility and Responsiveness	

Domain 4: Professional Responsibilities

Competency	Rating
4a: Reflecting on Teaching	
4b: Maintaining Accurate Records	
4c: Communicating With Families	
4d: Contributing to the School and District	
4e: Growing and Developing Professionally	

**NORWAYNE LOCAL SCHOOLS
PLAN OF ASSISTANCE FOR IMPROVEMENT**

Name _____
 School _____
 Assignment _____

Limited Contract _____
 Continuing Contract _____

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

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

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

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

- III. RECOMMENDED PROGRAM TO CORRECT DEFICIENCY

- IV. CRITERIA TO BE USED FOR MEASURING CORRECTION

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

- VI. MONITORING PROCEDURES

- VII. DATE WHEN PROGRAM MUST BE COMPLETED

Supervisor’s Signature _____

Date _____

Teacher’s Signature _____

Date _____

My signature indicates that this program has been discussed with me. I understand my signature does not necessarily indicate agreement.

NORWAYNE LOCAL SCHOOLS
STANDARDS-BASED LESSON PLAN

Teacher _____ Date of Observation _____ Observer _____

Grade _____ Subject _____

Description of Students Describe the students in the class to be observed.

1. How many students have the following exceptionalities?

- | | | |
|--|--|--|
| <input type="checkbox"/> Blind/visually impaired | <input type="checkbox"/> Learning disabled (IEP) | <input type="checkbox"/> Physically disabled |
| <input type="checkbox"/> Deaf/hearing impaired | <input type="checkbox"/> Cognitively disabled (IEP) | <input type="checkbox"/> At risk |
| <input type="checkbox"/> Excels in subject area | <input type="checkbox"/> Behaviorally disabled (IEP) | <input type="checkbox"/> Other: |

2. What techniques do you use to learn about your students? :

... background knowledge and skills?

... interests outside school?

Ohio Standards Connections

Indicate which standards, benchmarks, and indicators will be emphasized in this lesson. If your subject area does not have Ohio Content Standards, select program goals and objectives from your current course of study.

Standard(s):

Indicator(s):

Assessments

1. Explain how you will know if your students have the necessary prerequisites for the content to be taught in this lesson (pre-assessment).
2. Explain how you will assess after the lesson to learn if students have met the goals for the lesson.
3. How will you make use of the results of these assessments?

Instructional Goals:

1. Explain what students will learn as a result of this lesson. (Learning goals, not activities)
2. What difficulties do you anticipate students might experience in this area, and how do you plan to address these difficulties?

Instructional Procedures: What effective instructional techniques will you use to help students meet your goals? How much time will be needed for each part of the lesson?

Procedure

Estimated Time Duration

Differentiated Instruction: Explain how you will differentiate instruction to help all students meet your instructional goals and, for students who have already mastered those goals, to advance beyond them.

Materials and Resources Needed:

For the teacher:

For the students:

How Technology is Integrated With This Lesson: Explain how you will incorporate the use of technology to help all students meet your instructional goals (if applicable).

Homework and Home Connections:

Explain how homework, if assigned, will reinforce the instructional goals for this lesson.

Observation Considerations: Explain classroom procedures, rules and expectations for students that the observer should be aware of for the observation.

**NORWAYNE LOCAL SCHOOLS
THREE-WEEK UNIT PLAN**

[NOTE: BULLET POINTS OR OUTLINE FORMAT IS ACCEPTABLE]

Teacher _____

Grade _____ Subject _____ Dates of Unit _____

Title of Unit:

Ohio Standards Connections

Indicate which standards, benchmarks, and indicators will be emphasized in this unit. If your subject area does not have Ohio Content Standards, select program goals and objectives from your current course of study.

Standards and Indicators:

Pre-Assessment

Identify strategies to pre-assess students' knowledge of the material to be taught. Pre-assessments may be as informal as conversations/warm-up problems or more formally structured, such as a quiz or assigned writing topic.

Post-Assessment

1. Explain how you will assess student learning as a result of the unit. Keep in mind that the data from assessment should be the kind of information that will help to plan subsequent instruction.

2. Define scoring criteria to judge students' levels of learning.

NORWAYNE LOCAL SCHOOLS
PROFESSIONAL INQUIRY PLAN: REVIEW*

Name _____

Building _____ Grade/Content Area _____ School _____

Year: 20____ - 20____

1. List the target goal(s) of the Professional Inquiry Plan
2. Give a descriptive summary of the process used in the plan:
3. List the vital results/outcomes of the Professional Inquiry Plan: (Attach evidence)
4. Explain how results will be shared with other faculty members/administration:
5. How did this process promote your professional growth, further the District's mission, and enhance student learning?

Other Comments:

Administrator's Comments:

Staff Member's Signature _____

Date _____

Administrator's Signature _____

Date _____

Note: Additional pages may be added. This form may be downloaded from the District's website.

*For teachers who opt to participate in the Professional Inquiry Track.

NORWAYNE LOCAL SCHOOLS
PROFESSIONAL INQUIRY PLAN: DESCRIPTION*

Name _____

School Year 20____ - 20____

Building _____

Grade/Content area _____

GOAL #1:	
Connection to District CIP and the Four Domains	
Format	
Methods/Strategies	
Indicators of Progress	
Resources/Materials Needed	

Note: Additional pages may be added. This form may be downloaded from the District's website.

*For teachers who opt to participate in the Professional Inquiry Track

NORWAYNE LOCAL SCHOOLS
PROFESSIONAL INQUIRY PLAN: DESCRIPTION*

Name _____

School Year 20____ - 20____

GOAL #2:	
Connection to District CIP and the Four Domains	
Format	
Methods/Strategies	
Indicators of Progress	
Resources/Materials Needed	

Note: Additional pages may be added. This form may be downloaded from the District's website.

*For teachers who opt to participate in the Professional Inquiry Track

NORWAYNE LOCAL SCHOOLS LIBRARIAN/MEDIA SPECIALIST EVALUATION REPORT
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Librarian's Name _____ School _____ Grade/Age Level _____

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

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

U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed

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

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

NORWAYNE LOCAL SCHOOLS INDIVIDUAL/SMALL GROUP INSTRUCTOR EVALUATION REPORT

Instructor's Name _____ School _____ Grade/Age Level _____
 Evaluator's Name _____ School Year _____ Evaluation Conference Date _____

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

U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed

Domain 1: Planning and Preparation		Rating	Domain 2: Classroom Environment		Rating
1a	Demonstrating knowledge of content and pedagogy		2a	Creating an environment of respect and rapport	
1b	Demonstrating knowledge of students		2b	Establishing a culture of learning	
1c	Selecting instructional goals based upon diagnostic information & test data		2c	Managing classroom procedures	
1d	Designing instruction to meet students' needs		2d	Managing student behavior	
1e	Assessing student learning		2e	Organizing physical space	
3a	Communicating clearly and accurately		4a	Reflecting on teaching	
3b	Using questioning and discussion techniques		4b	Maintaining accurate records	
3c	Engaging students in learning		4c	Communication with families	
3d	Providing feedback to students		4d	Contributing to the school and District	
3e	Demonstrating flexibility and responsiveness		4e	Growing and developing professionally	
			4f	Showing professionalism	

NORWAYNE LOCAL SCHOOLS GUIDANCE COUNSELOR EVALUATION REPORT

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

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

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

U = Unsatisfactory B = Basic P = Proficient D = Distinguished N/O = Not Observed

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

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

**NORWAYNE LOCAL SCHOOLS
LEAVE FORM**

Name _____ School _____
 Social Security Number _____
 Date(s) of Leave: _____ Number of Days: _____

Please check one of the following:

- | | |
|---|---|
| <input type="checkbox"/> SICK LEAVE [Check reason for using Sick Leave] | <input type="checkbox"/> PERSONAL LEAVE [Check reason for Personal Leave] |
| ___1. Personal Illness or Injury
___2. Pregnancy
___3. Exposure to Contagious Disease
___4. Illness, Injury or Death in Immediate Family
_____ (relationship) | ___1. Personal Business
___2. Emergency of Immediate Nature
___3. Religious Holiday
___4. Compulsory Court Attendance
___5. Marriage in Immediate Family
___6. Death of a Close Friend or Relative
not Covered Under Sick Leave
___7. College Graduation
___8. Professional Improvement |

If medical attention was obtained while on leave, the name and address of the attending physician must be listed here

- | | |
|---|--|
| <input type="checkbox"/> EMERGENCY AND HAZARDOUS LEAVE | |
| <input type="checkbox"/> EXTENDED LEAVE [State Type] | _____ |
| <input type="checkbox"/> ASSOCIATION LEAVE [PRESIDENT'S SIGNATURE] | _____ |
| <input type="checkbox"/> ADJUDICATION LEAVE [Attach notice or subpoena] | <input type="checkbox"/> MILITARY LEAVE [Attach orders] |
| <input type="checkbox"/> ASSAULT LEAVE [Attach certificate] | <input type="checkbox"/> UNPAID SHORT-TERM LEAVE |
| <input type="checkbox"/> UNPAID CHILD CARE LEAVE [Attach certificate] | <input type="checkbox"/> VACATION LEAVE [Support Staff only] |

Employee Signature _____ Date _____

PROFESSIONAL LEAVE Is a substitute necessary? _____

REGISTRATION AND MEETING INFORMATION - [Please include a copy of the flyer for this meeting]
 ___ There is no registration fee for this meeting
 ___ I have paid the registration fee and will submit a receipt for reimbursement. Registration fee \$_____. If there is a registration fee, please attach who check should be made payable to. How do you anticipate incorporating the agenda of this meeting into your area of professional responsibility?

	<u>Signature</u>	<u>Date</u>	<u>Approved</u>	<u>Disapproved</u>
Principal	_____	_____	_____	_____
Superintendent	_____	_____	_____	_____
Board/Treasurer	_____	_____	_____	_____

White - Employee's Copy Yellow - Principal's Copy (for attendance report) Pink - File Copy for Person Approving

<h1 style="margin: 0;">STUDENT BEHAVIOR REFERRAL</h1> <p style="margin: 0;">Norwayne High School 350 South Main Street Creston, OH 44217</p>	
STUDENT'S NAME	GRADE
TEACHER	ROOM
DATE	SECTION

INSTRUCTIONS

1. Teacher submits both copies to office as soon as possible or with pupil.
2. All appropriate information should be included.
3. Following administrative action, a copy of completed form will be returned.

TEACHER REPORT

Date of Offense _____ Time of Offense _____ Location of Offense _____

Description of Offense _____

Previous Incidents Involving Student _____

Corrective Efforts _____

ADMINISTRATIVE REPORT

Administrator _____ Date _____ Time _____

Action _____

NORWAYNE LOCAL SCHOOLS

HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD, OR PARENT

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Norwayne Local School District. Please complete the information outlined below so that the Employee's eligibility can be determined.

I hereby certify that Employee is needed to care for his/her child/spouse/parent because such relative has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date). [Indicate whether actual _____ or estimated _____]

Please provide appropriate medical facts and indicate why Employee is needed to care for the relative: (attach separate sheet if necessary).

The Employee will have to care for his/her relative until _____ (Date). [Indicate whether actual _____ or estimated _____]

Health Care Provider (Please print or type.)

Return this form to:

Signature

Treasurer
Norwayne Board of Education
350 South Main Street
Creston, Ohio 44217

Telephone Number Date

NORWAYNE LOCAL SCHOOLS

**HEALTH CARE PROVIDER’S CERTIFICATION FOR EMPLOYEE
REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE**

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the _____ School District. Please complete the information below so that the employee’s eligibility can be determined.

_____ Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of treatment.

_____ Employee has requested intermittent leave or a reduced-work schedule for her/his own serious health condition. Indicate below the medical necessity and expected duration of such leave.

_____ Employee has requested intermittent leave or a reduced-work schedule to care for a child/spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (attach separate sheet if necessary).

Health Care Provider (Please print or type.)

Return this form to:

Signature Norwayne Board of Education

Treasurer

350 South Main Street
Creston, Ohio 44217

Telephone Number

Date

NORWAYNE LOCAL SCHOOLS

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____ (Employee)
and have determined that he/she is able to resume all the essential job functions of his/her position and so is
eligible to return to work in the Norwayne Local School District.

The following limits exist or accommodations are necessary to resume his/her essential job functions:

Health Care Provider (Please print or type.)

Signature

Telephone Number

Date

Return this form to:

Treasurer
Norwayne Board of Education
350 South Main Street
Creston, Ohio 44217

**APPENDIX I
Time Sheet**

Norwayne Local School District
Time Sheet for Meetings Outside Workday

Instructions: Please complete biweekly and forward to the building principal.
Column G will be completed in the Treasurer's Office.

Employee Name: _____

Social Security Number: _____

Pay Period: _____

A	B	C		D	E	F	G
		A.M.					
Day	Date	Time In	Time Out	Lunch	Time In	Time Out	Total Time
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Monday							
Tuesday							
Wednesday							
Thursday							
Friday							
Total Minutes							

Treasurer's Office Use – Wage Calculation - Teachers

	BS	150 HRS	MA	MA+20
Index	1.00	1.02	1.04	1.06
Hourly Rate				
Total Days				
Total Hours				
Total Wages				

Employee Signature

Treasurer's Office Use – Wage Calculation – I/SGI

Total Hours	X	Hourly Rate	Total Wages
	X	\$25	
Total Days	X	Daily Rate	Total Wages

Building Principal Signature

CENTER FOR THE TEACHING PROFESSION

M. Master Teacher Program Requirements at a Glance

District Responsibilities:

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

Local Committee Responsibilities:

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

Teacher Responsibilities:

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

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

<http://esb.ode.state.oh.us/> or

www.ode.state.oh.us, search keywords: *Master Teacher*

Master Teacher Program Overview

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

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

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

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

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

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

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

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

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

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

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

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

[I – EMIS Reporting Form \(PDF\)](#)

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

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

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

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

RESIDENT EDUCATOR/TEACHER NEW TO THE DISTRICT

A. Committee

1. Committee members shall be trained mentors whose term of office shall not exceed three (3) years, except in unusual circumstances (e.g. no one else is interested in the position.) Terms shall be staggered. The number of terms a Committee member may serve shall not be more than two (2) consecutively.
2. The Committee Chairperson shall be the person who is serving in the third (3rd) year of their term.
3. A meeting may be conducted if a majority [three-fifths (3/5ths)] of the members are present. The Committee shall act by a majority vote of the members present at the meeting.
4. Application forms for Mentor Teacher positions will be made available to all bargaining unit members.

B. Mentors

1. Qualifications

- a. The applicant shall be required to submit written letters of recommendation from two (2) peers and one (1) administrator by April 30th for the following school year.
- b. The applicant must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
- c. Approved applicants must complete mentor training.

2. Responsibilities

- a. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.
- b. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.
- c. The mentor will attend regional mentor network meetings.
- d. The Lead Mentor meets on a regularly scheduled basis with Mentor Teachers to discuss the needs of the Resident Educators and to engage in professional development.

- e. The Lead Mentor collects evidence of ongoing communication between the Mentor Teachers and Resident Educators.
- f. The Lead Mentor conducts an annual review of the Resident Educator Program based on input from all program participants.

C. Resident Educator and Teachers new to the District:

- 1. Each Resident Educator and teachers new to the district shall be given an initial orientation on the following matters.
 - a. The pupils and community to be served;
 - b. School policies, procedures, and routines;
 - c. Courses of study, competency-based education programs, and responsibilities for lesson plans;
 - d. The layout of the facilities of the assigned school building(s);
 - e. The nature of the Mentoring Program which will be provided; and
 - f. Additional information a new teacher may need to be adequately prepared for a specific assignment.
- 2. Each Resident Educator and teacher new to the district shall be provided with the following throughout the school year:
 - a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;
 - b. Assistance with the management tasks identified as especially difficult for new teachers;
 - c. Assistant in the improvement of instructional skills and classroom management; and
 - d. The opportunity to consult/observe other teachers both within and outside of the District.

D. Program Review/Revisions

- 1. Committee – Mentor Teachers and Resident Educators may meet as a group with the Mentoring Committee prior to the end of each school year to assess and evaluate the

program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than May 15.

2. Association/Board – Association and Board representatives may meet to discuss the recommendations prior to the next school year.
3. Mentor Teachers – In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

E. Records

The Committee shall determine to what extent to keep and retain records of its meetings, decisions, actions and recommendations to the extent permitted by law.

**MEMORANDUM OF UNDERSTANDING RELATED TO MID-YEAR
BUILDING MOVE (K-4)**

The parties to this Memorandum of Understanding (“MOU”), the North Central Local School District Board of Education (“Board”) and North Central Local Education Association (“Association”), agree as follows in anticipation of the mid-year building move impacting K-4 teachers:

1. August 20, 2009 will be a full day for K-4 teachers, with the first half of the day being convocation and the second half being a work day.
2. August 21, 2009 will be a non work day for K-4 teachers.
3. January 4, 2010 will be a nonstudent day for K-4 students, allowing the K-4 teachers a day to set up their classrooms in the new building.
4. June 8, 2010, the last teacher workday for K-4 teachers, will be a half day.

On behalf of the Board



6/11/09
Date

On behalf of the Association



6/11/09
Date

