



# **Master Agreement**

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10/22/2013

**between the**

**NORTHWESTERN LOCAL  
EMPLOYEES ASSOCIATION/  
OEA/NEA UNIT #1  
(Certified Staff)**

**and the**

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

**Effective**

**July 1, 2013 – June 30, 2016**

**TABLE OF CONTENTS**

| <b><u>ARTICLE</u></b> | <b><u>TITLE</u></b>  | <b><u>PAGE</u></b> |
|-----------------------|--|--------------------|
| <b>1</b>              | <b>RECOGNITION.....</b>  | 1                  |
| <b>2</b>              | <b>NEGOTIATIONS PROCEDURE.....</b>                             | 1                  |
| <b>3</b>              | <b>ASSURANCE CLAUSE.....</b>                                   | 3                  |
| <b>4</b>              | <b>RIGHTS.....</b>   |                    |
|                       | A. Management Rights.....                                      | 4                  |
|                       | B. Association Rights.....                                     | 4                  |
|                       | C. Teacher Rights.....   | 4                  |
| <b>5</b>              | <b>WORKING CONDITIONS.....</b>                                 |                    |
|                       | A. Parent/Teacher Conferences.....                             | 6                  |
|                       | B. Work Year.....  | 6                  |
|                       | C. Workday.....  | 6                  |
|                       | D. Conferences and Planning Time.....                          | 7                  |
|                       | E. Teacher Load.....   | 7                  |
|                       | F. Teacher Liability.....                                      | 8                  |
|                       | G. Nonteaching Duties.....                                     | 8                  |
|                       | H. First Aid Supplies.....                                     | 8                  |
|                       | I. Facilities.....   | 8                  |
|                       | J. Full-Time.....  | 9                  |
|                       | K. ProgressBook.....   | 9                  |
|                       | L. Student Teacher Procedure.....                              | 9                  |
|                       | M. Committee Assignments and<br>Curriculum Guides.....         | 9                  |
|                       | N. Student Tuition Waiver.....                                 | 9                  |
|                       | O. Due Date of Student Grades.....                             | 9                  |
|                       | P. Job Sharing.....  | 9                  |
|                       | Q. Education of Students With Disabilities.....                | 11                 |
|                       | R. Local Professional Development Committee.....               | 13                 |
|                       | S. Labor/Management Committee.....                             | 14                 |
|                       | T. New Programs.....   | 14                 |
|                       | U. Block Scheduling.....                                       | 14                 |
|                       | V. Senior Seminar.....   | 14                 |
|                       | W. Credit Flexibility.....                                     | 14                 |
|                       | X. Intellectual Property.....                                  | 15                 |
|                       | Y. Resident Educator Program/Teachers New to the District..... | 15                 |
| <b>6</b>              | <b>OCCUPATIONAL SAFETY AND HEALTH</b>                          |                    |
|                       | A. Report Internally First.....                                | 19                 |
|                       | B. District’s Right to Reassign.....                           | 19                 |
|                       | C. Discrimination to Be Grieved.....                           | 19                 |
| <b>7</b>              | <b>DRUG/ALCOHOL TESTING PROCEDURE.....</b>                     | 20                 |
| <b>8</b>              | <b>PARENTAL COMPLAINTS.....</b>                                | 20                 |
| <b>9</b>              | <b>GRIEVANCE PROCEDURE.....</b>                                |                    |
|                       | A. Definition of Terms and General Policies.....               | 21                 |
|                       | B. Procedure.....  | 22                 |

| <u>ARTICLE</u> | <u>TITLE</u>  | <u>PAGE</u> |
|----------------|---|-------------|
| <b>10</b>      | <b>TEACHER CONTRACTS.....</b>   |             |
|                | A. Limited Contracts.....   | 23          |
|                | B. Continuing Contracts.....  | 23          |
|                | C. Supplemental Contracts.....  | 23          |
|                | D. Continuing Contract Eligibility.....   | 23          |
|                | E. Forms.....   | 24          |
| <b>11</b>      | <b>VACANCY, TRANSFER AND ASSIGNMENT</b>   |             |
|                | A. Vacancies.....   | 25          |
|                | B. Transfers.....   | 25          |
|                | C. Assignments.....   | 26          |
| <b>12</b>      | <b>EVALUATION.....</b>  | 26          |
| <b>13</b>      | <b>PERSONNEL FILES.....</b>   | 29          |
| <b>14</b>      | <b>REDUCTION IN FORCE.....</b>  |             |
|                | A. Cause(s).....  | 29          |
|                | B. Transfers.....   | 29          |
|                | C. Suspension of Contracts.....   | 29          |
|                | D. Notification.....  | 30          |
|                | E. Order of Reduction.....  | 30          |
|                | F. Procedure.....   | 30          |
|                | G. Recall.....  | 31          |
| <b>15</b>      | <b>PAID LEAVES OF ABSENCE.....</b>  |             |
|                | A. Sick Leave.....  | 32          |
|                | B. Assault Leave.....   | 33          |
|                | C. Personal Leave.....  | 33          |
|                | D. Professional Leave for Attendance at Professional Conferences, Clinics,<br>or Conventions..... | 34          |
|                | E. Compulsory Leave.....  | 35          |
|                | F. Emergency and Hazardous Leave.....   | 35          |
|                | G. Association Leave.....   | 35          |
|                | H. Funeral Leave.....   | 35          |
| <b>16</b>      | <b>UNPAID LEAVES.....</b>   |             |
|                | A. Child Care Leave.....  | 35          |
|                | B. Family and Medical Leave.....  | 36          |
|                | C. Extended Leave of Absence.....   | 36          |
|                | D. Military Leave.....  | 37          |
|                | E. Short Term Leave.....  | 37          |
|                | F. Fringe Benefits.....   | 37          |
| <b>17</b>      | <b>PAYROLL.....</b>   |             |
|                | A. Paydays.....   | 37          |
|                | B. Association Dues.....  | 38          |
|                | C. Fair Share Fees.....   | 38          |
|                | D. Political Action Deductions.....   | 39          |
|                | E. Credit Union Deductions.....   | 39          |
|                | F. Annuities.....   | 40          |
|                | G. Savings Bonds.....   | 40          |
|                | H. Purchasing Service Credit.....   | 40          |

| <u>ARTICLE</u> | <u>TITLE</u>  | <u>PAGE</u> |
|----------------|---|-------------|
| 18             | SALARY.....   | 40          |
| 19             | SUPPLEMENTALS.....                                      | 45          |
| 20             | OTHER INCOME.....                                       | 49          |
|                | A. Mileage.....   | 49          |
|                | B. Severance Pay and Retirement Incentive.....          | 49          |
|                | C. Covering Class Pay.....                              | 50          |
|                | D. STRS Pick-Up.....                                    | 50          |
|                | E. Professional Development Plan.....                   | 50          |
|                | F. Student Teacher Stipend.....                         | 51          |
| 21             | INSURANCES.....   | 51          |
|                | A. Hospitalization/Surgical Insurance.....              | 55          |
|                | B. Prescription Drug Insurance.....                     | 55          |
|                | C. Life Insurance.....                                  | 55          |
|                | D. Dental Insurance.....                                | 55          |
|                | E. Liability Insurance.....                             | 56          |
|                | F. Prorated Insurance.....                              | 56          |
| 22             | TUTORS.....   | 56          |
|                | A. Specific Limitations.....                            | 56          |
|                | B. General Exclusions.....                              | 57          |
| 23             | LIABILITY SETTLEMENTS.....                              | 58          |
| 24             | REEMPLOYMENT OF RETIRED TEACHERS.....                   | 58          |
| 25             | DURATION AND INTENT.....                                | 59          |
|                | SIGNATURES.....   | 60          |
|                | APPENDIX A Grievance Form.....                          | 62          |
|                | APPENDIX B Teacher’s Contract: ___ Year Limited.....    | 63          |
|                | APPENDIX C Teacher’s Contract: Continuing.....          | 64          |
|                | APPENDIX D Limited Contract for Supplemental .....      | 65          |
|                | APPENDIX E Salary Notification: Certificated Staff..... | 66          |
|                | APPENDIX F Teacher Recommendation Report.....           | 67          |
|                | APPENDIX G Leave Form.....                              | 96          |
|                | APPENDIX H One-Year Limited Tutor Contract.....         | 97          |
|                | RESIDENT EDUCATOR REOPENER.....                         | 98          |
|                | NOTES.....  | 99          |

## **ARTICLE 1. RECOGNITION**

The Northwestern Local Board of Education, hereinafter referred to as the "Board," recognizes the Northwestern Local Employees Association, OEA/NEA, Unit #1, hereinafter referred to as the "Association," as the exclusive representative for all certificated/ licensed personnel and personnel who are performing activities normally performed by said certificated/licensed personnel excepting those persons who by nature of assignment require a certificate/ license and administrative contract as defined by Ohio Revised Code 3319.01, 3319.02 and 4117.01(F) and subparagraphs.

## **ARTICLE 2. NEGOTIATIONS PROCEDURE**

**A.** Negotiations shall be initiated by notification from the Association in writing to the Board and to SERB no earlier than February 1 and no later than March 15.

**B. Negotiations Meetings**

1. Once negotiations begin, there shall be a negotiations session every seven (7) calendar days. The only exception to the aforementioned shall be in the case of hazardous weather or when agreed upon mutually.
2. Complete written negotiation proposals shall be submitted to the other party at the first negotiations session. Any issue or proposal introduced after this session shall require mutual agreement in order to be included in negotiations.

**C. Representation**

Representation shall be three (3) to five (5) representatives each for the Board and the Association with no fewer than three (3) members from each team present. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party.

**D. Exchange of Information**

Upon reasonable request, the Superintendent shall make available to the Association such information as is pertinent to the issues under negotiations and the Association shall make available to the Superintendent such information as is pertinent to the issues under negotiations, provided that nothing herein shall require the Superintendent or the Association to make available any confidential information or reports expressly compiled for the use of the Board and its negotiators or the Association and its negotiators.

**E. Agreement**

1. As each item is tentatively agreed, the item shall be reduced to writing and initialed by a representative of each team.
2. Once tentative agreement is reached on all items, the total tentative Contract shall be submitted to the Association for ratification within seven (7) calendar days of the final negotiations session.

3. When the Contract is ratified by the Association, it shall be submitted to the Board for ratification at its next regular or special meeting, but not later than seven (7) calendar days after the Association's ratification.
4. Once ratified by both parties, the Contract shall be signed by representatives of the parties as specified by Article 21, herein, and is binding on all parties.

**F. Impasse Procedures**

1. If, fifty (50) calendar days before the expiration of the existing Contract, the parties are unable to reach an agreement, either party may request the State Employment Relations Board (SERB) to intervene. The request shall set forth the names and addresses of the parties, the issues involved, and the expiration date of the Contract.
2. If an impasse exists forty-five (45) calendar days before the expiration of the Contract, SERB shall appoint a mediator to assist the parties in the bargaining process.
3. If, after assisting the parties, the mediator advises SERB that the parties have reached an impasse, or not later than thirty-one (31) calendar days prior to the expiration of the Contract, SERB shall appoint within one (1) calendar day a fact-finding panel of not more than three (3) members who have been selected by the parties in accordance with rules established by SERB and from a list of qualified persons maintained by SERB.
  - a. The fact-finding panel shall, in accordance with the rules and procedures established by SERB that include the regulation of costs and expenses of fact-finding, gather facts and make recommendations for the resolution of the matter. SERB shall by its rules require each party to specify in writing the unresolved issues and its position on each issue to the fact-finding panel. The fact-finding panel shall make final recommendations as to all the unresolved issues.
  - b. SERB may continue mediation, order the parties to engage in collective bargaining until the expiration date of the Contract, or both.
4. The following guidelines apply to fact-finding:
  - a. The fact-finding panel may establish times and places of hearings which shall be, where feasible, in the jurisdiction of the State.
  - b. The fact-finding panel shall conduct the hearing pursuant to rules established by SERB.
  - c. Upon request of the fact-finding panel, SERB shall issue subpoenas for hearings conducted by the panel.
  - d. The fact-finding panel may administer oaths.
  - e. SERB shall prescribe guidelines to follow for the fact-finding panel in making findings. In making its recommendations, the fact-finding panel shall take into consideration those applicable factors listed in Division (G)(7) (a) to (f) of ORC 4117.14.
  - f. The fact-finding panel may attempt mediation at any time during the fact-finding process. From the time of appointment until the fact-finding panel makes a final

recommendation, it shall not discuss the recommendations for settlement of the dispute with the parties other than the direct parties to the dispute.

5. The fact-finding panel, acting by a majority of its members, shall transmit its findings of fact and recommendations on the unresolved issues to the Board, to the Association, and to SERB no later than fourteen (14) calendar days after the appointment of the fact-finding panel unless the parties mutually agree to an extension. The State shall pay one-half (1/2) the cost of the fact-finding panel. The parties each shall pay one-half (1/2) of the remaining costs.
  6. Not later than seven (7) calendar days after the findings and recommendations are sent, the Board, by a three-fifths (3/5) vote of its total membership, and the Association, by a three-fifths (3/5) vote of its total membership, may reject the recommendations; if neither rejects the recommendations, the recommendations shall be deemed agreed upon as the final resolution of the issues submitted and a Contract shall be executed between the parties, including the fact-finding panel's recommendations except as otherwise modified by the parties by mutual agreement. If either the Board or the Association rejects the recommendations, SERB shall publicize the findings of the fact and recommendations of the fact-finding panel. SERB shall adopt rules governing the procedures and methods for the Association to vote on the recommendations of the fact-finding panel.
  7. If the parties are unable to reach agreement within seven (7) calendar days after the publication of findings and recommendations from the fact-finding panel or the Contract has expired, then the Association shall have the right to strike under ORC 4117, provided that the Association has given a ten (10) calendar day prior written notice of an intent to strike to the Board and to SERB; however, SERB, at its discretion, may attempt mediation at any time.
- G.** During the period of negotiations, news releases may only be made upon mutual agreement of the parties.
- H.** "Days," throughout this Contract, shall mean calendar days.
- I.** "Good faith" requires that the Association and the Board are willing to react to each other's proposals.
- J.** All parties to the Negotiations Procedure shall absolutely respect the confidential nature of these meetings. Progress reports may be made to the Board/Administration and to the Association by their respective negotiation teams.
- K.** If there is a discrepancy between Board Policy and this Contract, this Contract shall be controlling.

### **ARTICLE 3. ASSURANCE CLAUSE**

The parties to this Contract and their agents, the staff, the Administration, and the Board agree that there shall not be any reprisals in any manner taken against any person(s) as a result of or arising from use and/or participation in negotiations, grievances, Association activities, and/or any other use of this Contract.

## **ARTICLE 4. RIGHTS**

### **A. Management Rights**

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

### **B. Association Rights**

1. Each school year, the Board shall make available in each building for teacher use at least three (3) copies [one filed in the library, one in the office, and one in the lounge] of the Board Policy Book and other regulations which affect all certificated/licensed employees. Amendments to these regulations and policies will be issued as they become available. One (1) copy of any proposed change in the Policy Book which affects a bargaining unit member shall be made available to the Association President within ten (10) days after it is sent to the Board but no later than prior to the Board meeting in which the proposed change will be discussed.
2. The Association will be permitted common use of a bulletin board in each teacher's lounge.
3. Use of school mailboxes will be permitted for Association business.
4. Communication between, among and/or on behalf of the Association during lunch periods will not be restricted. If the representative is a nonemployee of the Board, then the representative shall check in with the Principal.
5. The right to use facilities and equipment by the Association shall be at least the same as those granted any school sponsored organization.
6. Committee Assignments and Representation
  - a. The Board shall notify the Association of any new or potential committee and its membership. Any District-wide or building committee shall allow for input from the Association on the issues discussed.
  - b. The Association shall have the right to appoint twenty percent (20%) of the persons to be seated on any District-wide committee or building committee [established after the effective date of this Agreement] that has members other than just Board members, the Treasurer, and Administrators. Any teacher on a committee will not have the authority to bind the Association.
  - c. No committee or members thereof may usurp the Association as exclusive representative of the bargaining unit.

### **C. Teacher Rights**

1. Opportunity for teacher input concerning yearly appropriations measure will be provided prior to the adoption. Classroom supplies will be included in the appropriations as recommended by each teacher with consideration and approval of the Principal. Teachers will be responsible for dollar amounts of supplies requested, but the Superintendent and the Principal reserve the right to put limits on the total amount.

2. Principals will provide building budgetary information approved by the Board, under Section C1, above, to their respective teachers after adoption of the appropriations measure.
3. Teachers have the right to suspend students from class for a twenty-four (24) hour period, as provided by law. Students suspended from class will be sent to the Principal's Office. A written report will be given to the Principal. The Administration recognizes its responsibility to support and assist teachers who handle disciplinary matters in a professional manner.
4. The Board shall seek out input and suggestions from the members of the bargaining unit through the Association concerning any Operating Levy/Bond Issue, as to when it should possibly go on the ballot and the suggested millage. The Association shall provide input back to the Board at least ten (10) calendar days prior to the date of necessary Board action.
5. Teachers may not be required, but may handle students' medical and related problems to the extent that said teacher feels competent to handle these problems.
6. No bargaining unit member or prospective employee may be discriminated against either in consideration for employment, reemployment, or promotion on the basis of race, color, religion, creed, national origin, or sex.
7. No bargaining unit member shall date a student of Northwestern Local Schools.

8. Student Behavioral Problems; Right to Know

The staff will be notified of known and potentially violent behavior problems of students, unless notification would be in violation of State or Federal law.

9. Notification of Communicable Diseases

Staff will be notified of known communicable diseases carried by students, so long as notification is not in violation of State or Federal law.

10. Academic Freedom

- a. A major goal of education in a free society is to develop persons who can think critically, understand their culture, live compassionately with others, make sound decisions and live with the consequences of their judgment.
- b. The principle of academic freedom presupposes intellectual honesty on the part of the person who exercises it and that person can and will discriminate among facts relating to an issue. In expressing a personal opinion, a teacher will make it known to students that the view is the teacher's own and will not attempt to bring students to a commitment to that personal viewpoint.

11. School Events

Bargaining unit members shall be admitted to all events sponsored by and held at Northwestern Schools without charge excluding fundraising events. A bargaining unit member will receive a non-transferable pass for that purpose and, upon acceptance, agree to intervene at such activities, as a District employee, if necessary to maintain order and discipline.

12. Input to Calendar

The Administration and Association members appointed by the Association President will work together to develop calendar choices. 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.

**ARTICLE 5. WORKING CONDITIONS**

**A. Parent/Teacher Conferences**

If parent/teacher conference times are scheduled by the Board outside the regular school day, commensurate release time will be scheduled soon thereafter for all affected.

**B. Work Year**

The working time required for certificated/licensed staff covered by this Contract will be one hundred eighty-four (184) days in accordance with the adopted school year calendar by the Board and the salary schedules in Article 18 are predicated on one hundred eighty-four (184) days of scheduled work. Any days in excess of one hundred eighty-four (184) shall be adopted as part of the annual school calendar and paid the daily rate. This time will include: the District Teachers' Workday at the beginning of the new school year, one-half (1/2) Teacher Record Day at the end of the year, one-half (1/2) Professional Development Day scheduled under Section C6, below, Wayne County In-service Day\*, and one (1) prep day during the month of August after the Principal is scheduled to return at the selection of each bargaining unit member, and no more than one hundred eighty (180) student contact days less the equivalent of two (2) days for parent/teacher conferences, if scheduled. Martin Luther King Day shall be an unpaid holiday for all bargaining unit members. Only new teachers are required to participate in the County New Teachers' Day at the beginning of the school year. Make-up days are adopted as part of the annual Board adopted calendar.

**C. Workday**

1. The teacher workday shall be no longer per building than in the previous year. Each teacher shall be granted at least thirty (30) minutes for duty-free lunch each school day, during which time he/she shall not be required to perform any school activity, and said teachers may leave school premises at lunch with the knowledge of the Principal or secretary.
2. Before and after school duties shall be compensated pursuant to the supplemental salary schedule.
3. Student contact time shall not exceed six (6) hours per day.
4. Teachers shall not be required to use their planning time or time outside the workday for inclusion and team teaching planning.
5. Principals may schedule one (1) building meeting per month which may result in an extension of the workday as described above for a maximum of one (1) hour each outside the workday. Additionally, intervention-type meetings (such as IAT, IEP, ETA, IBA, etc.) which may result

in extension of the workday for up to one (1) hour outside the workday. Up to nine (9) such meetings per teacher per school year will be without additional compensation. Any teacher required to attend more than nine (9) such meetings per year will be compensated at Twenty-Five Dollars (\$25.00) per meeting attended beyond the nine (9). [Note: Intervention-type meetings may be held during the workday or outside the workday. Only meetings outside the workday count toward the nine (9) and may be eligible for compensation.] All meetings under this Paragraph C5 will be preceded by a three (3) day advance notice, except in emergency. Teachers shall be expected to attend these meetings unless absent from school immediately prior to the meeting or for a legitimate excuse discussed with the Principal in advance.

The Board may schedule up to thirteen (13) additional hours for teachers per school year. These hours will be scheduled at the building level at the beginning of the school year. These additional hours will take place between the first and last teacher workdays and will be set outside the regular student day.

Teachers will be paid thirty dollars (\$30) per hour for each of the additional thirteen (13) hours they are required to attend. The time will be used for professional development, committee work, staff meetings, teacher collaboration time, etc. This time is in addition to the current one (1) hour per month listed above for staff meetings.

6. The hour equivalent of one-half (1/2) day of professional development time will be scheduled and may extend the workday. This time is not subject to Section C5.

**D. Conferences and Planning Time**

1. High School and Middle School Teachers\*

Planning time shall be equal to at least one (1) teaching period within the student day.

\*This Section will cover those Middle School teachers whose classes are rotated throughout the day, like the High School concept.]

2. Elementary Teachers: Grades Kindergarten thru Five\*

Planning time shall be at least two hundred twenty-five (225) minutes per week per teacher during the student day working over one-half (1/2) time.

\*This Section will cover those Middle School teachers whose classes are maintained like the contained classroom concept of the primary grades.]

3. Special Area Teachers

Special Area teachers will be granted planning time of at least two hundred (200) minutes per week during the student day.

**E. Teacher Load**

1. Ratios shall not exceed:
  - a. Forty (40) classroom teachers per 1,000\* FTE after excluding Administration, special education teachers, vocational education teachers, teachers paid in whole or part through

Federal funds, and ESP teachers.

- b. Five (5) E.S.P. teachers per 1,000\* FTE. "E.S.P." are defined as physical education, music, art, guidance, visiting teachers, librarians, and nurses.
2. If a classroom teacher (not including teachers of "specials" except general music) at the elementary level is assigned over twenty-six (26) students, or a high school teacher is assigned over six (6) class periods or over three (3) preps, the teacher shall have the right to a meeting between the affected teacher, the Association, and the Superintendent or designee to review the assignment and its reasons.
3. No high school teacher will be assigned seven (7) classes unless (a) requested by teacher or (b) the teacher is involuntarily assigned and compensated at one-eighth (1/8th) of the base.

**F. Teacher Liability**

1. Teachers will be released from any liability after students are sent and arrive at the tutor(s). Tutors will be responsible for returning students to the classroom teacher.
2. Teachers who chose to work on their own time in the school building and who are not otherwise assigned to work directly with students during that time (e.g. supplemental contract or after school detention) will not be held responsible or liable for students on school premises outside the teacher's workday.

**G. Nonteaching Duties**

High School

Nonteaching duties, such as lunchroom supervision or study hall supervision, shall be rotated as equitably as practicable among the staff with the ultimate assignment of nonteaching duties to be determined by the Building Principal.

**H. First Aid Supplies**

The Board will furnish first aid supplies, including latex gloves, to bargaining unit members.

**I. Facilities**

1. Where possible, the Board shall provide:
  - a. Availability of adequate and operating cordless telephones for use by the bargaining unit members throughout the school day.
  - b. Storage facilities in which bargaining unit members may store instructional supplies and personal belongings including a lockable desk, filing cabinet, and closet.
  - c. In each building, a properly furnished and properly lighted faculty workroom where bargaining unit members can work and relax.
2. However, the final decision for facilities is up to the Board.

**J. Full-Time**

Whenever possible, the Board shall hire full-time employees over part-time.

**K. ProgressBook**

Teachers are encouraged to update ProgressBook.

**L. Student Teacher Procedure**

Student teachers shall not be assigned to first or second year bargaining unit members. No bargaining unit member shall be assigned a student teacher without his/her permission.

**M. Committee Assignments and Curriculum Guides**

Release time shall be granted for such assignments during the workday.

**N. Student Tuition Waiver**

Non-resident children of bargaining unit members may attend Northwestern Local Schools with tuition waived. Class placement is up to the Administration. Necessary registration and other paperwork for open enrollment must be completed as a requirement of this Section.

**O. Due Date of Student Grades**

Grades shall be due by noon (12:00) the day following the conclusion of the second working day following the close of the grading period.

**P. Job Sharing**

Voluntary job sharing is dependent upon the understanding that student needs and scheduling take precedence and preference over individual bargaining unit members preferences. This concept is predicated on consensus, conciliation, and cooperation. All job sharing positions shall be reviewed annually by the superintendent and will not be renewed automatically. All decisions by the superintendent or building principal regarding the recommendation or approval of proposed job sharing arrangements shall be final and not subject to the grievance procedure (Article 9) of this Negotiated Agreement.

**Job Sharing Definition**

Job Sharing shall be defined as the sharing of duties and responsibilities of one (1) full time equivalent (FTE) position by two (2) employees.

**Responsibilities**

1. Each job sharing employee shall have a contractual work week with hours of Monday through Friday or one job sharing employee shall have a contractual work week with hours of Monday through Tuesday and one half of Wednesday and the other job sharing employee shall have a contractual work week with hours of the other half of Wednesday and Thursday through Friday.

2. Instructional planning time, job responsibilities, duties, and committee work be shared equitably as determined by consensus among the two (2) bargaining unit members and the building principal.
3. For professional development time purposes, each job sharing employee shall fulfill, at no additional cost to the district, all responsibilities as if a full-time employee.
4. Both employees shall attend any scheduled parent-teacher conferences involving shared students, and evening and after-school meetings expected of full-time teachers and such assignments.
5. In the event that one of the job sharing employees resigns, ceases active employment with the district, or if a part of a job share position becomes vacant for any reason, the superintendent at his/her discretion, shall either (1) return the other teacher to full-time status for the remainder of that school year or (2) fill the vacant part-time position for the remainder of that school year.
6. Job sharing bargaining unit members unemployed as a result of 5. above will be placed on the recall list per Article 14 of this Master Agreement.

### **Compensation and Benefits**

1. Salary compensation for each job sharing employee shall be prorated according to the amount the bargaining unit member would have earned if the employee was full-time. Advancement on the salary schedule will be the same as full time employees.
2. All other benefits, including all insurance(s) shall be prorated for job sharing employees. In a job share, these benefits may be divided up such that each employee receives fifty percent (50%) of the district contribution toward the benefit package. However, in no event shall the amount of health and welfare benefits for the job sharers exceed the amount the district would have paid for one FTE position.

If one of the job sharing employees does not have a need for health and welfare benefits, he/she may sign a waiver opting out of any health and welfare benefits for the current school year only. Should a waiver be signed, that decision is binding and non-revocable for that school year.

For school year 2013–2014 the options available for insurance during the 2012–2013 school year will be available to job share employees.

3. If one of the job sharing employees is absent from work, the other bargaining unit member may assume the full-time duties and be compensated on the regular substitute board approved substitute rate. Should the other job sharing employee be absent in excess of fifty-nine (59) days, they will be compensated per the employee's regular salary.
4. Participants shall acquire seniority credit for layoff placement purposes on a proportionate basis, e.g., one-half time service provides one-half year credit.
5. Job-sharing teachers shall be considered for changes contract status, evaluation, and layoff on the same basis as full-time teachers.

### **Notification of Intent**

1. Bargaining unit members who have been in the employ of the district for (3) consecutive years who wish to be considered for a job sharing position for the following school year shall submit a Letter of Intent to the Superintendent by March 1st.
2. Bargaining unit members who wish to return to full-time positions shall follow the voluntary transfer provisions of this agreement.
3. Beginning with school year 2013 – 2014 the participants in any job sharing arrangement may be considered for a maximum duration of two (2) school years in any job sharing arrangement. The two (2) years may be consecutive or non-consecutive.

### **Q. Education of Students With Disabilities**

1. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or 504 Plan. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with students who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the student is educated and that each student's education plan will be developed in accordance with his/her individual special needs.
2. 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:
  - a. The education benefits both academic and non-academic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
  - b. The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other students in the class, both positive and negative [e.g. unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services]; and
  - c. The cost of necessary supplementary services.
3. 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 Section S2, above, or seek revisions or interventions.
4. 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:

- a. Exploring outside resources that will support and assist the affected teachers in providing education in the least restrictive environment;
  - b. Providing inservice training to teachers to assist in addressing the legal and education needs of disabled students in a regular education classroom environment;
  - c. Exploring successful models of inclusive programs in a regular education environment for consideration and possible implementation; and
  - d. 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. Special education teachers (exclusive of tutors or related services personnel) will be provided one (1) day as release time for drafting of IEPs. Special education teachers shall be provided release time, as has been the practice, to conduct IEP conferences.
6. Nothing in this Article should be considered in a manner inconsistent with Federal or State laws governing the education of disabled students.
7. Specialized Health Care Procedures
- a. Teachers in MH units with medically fragile students will be trained in any procedure necessary to protect the student.
  - b. Teachers, other than MH teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student. Trained teachers in MH units may be requested but are not required, except in emergencies, to perform any medical procedure including, but not limited to, gastrostomy tube feedings, catheterizations, or tracheostomy suctioning of a student.
8. Any issue relating to:
- a. a student's eligibility for special education or accommodations under the IDEA or 504 Plan;
  - b. the contents or appropriateness of a student's IEP/504 Plan; or
  - c. the student's placement;
- is not grievable.
9. 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.

10. Education of Students With Disabilities

A special education teacher will be released from his/her regular teaching duties at a rate equal to one (1) day per every five (5) IEPs the teacher has primary responsibility for drafting. In the event there is a number of IEPs that is not a multiple of five (5), the teacher will receive payment or release time based on the ratio of five (5) IEPs to one (1) day.

**R. Local Professional Development Committee**

1. A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for Continuing Education Units (CEUs), organize and plan inservice programs in collaboration with the Inservice Committee, mentor training, mentor programs, CEU credits (if approved by the State of Ohio), identify and set priorities for District staff development in collaboration with the Inservice Committee, oversee teacher and paraprofessional qualification requirements and status, and serving as one (1) discussion group for instruction and curriculum issues.
2. The term of office for LPDC members shall be three (3) years, except the initial term shall be staggered [1 year, 2 years, 3 years] to provide continuity.
3. The LPDC shall be composed of three (3) bargaining unit members appointed by the Association which shall have as representation: elementary, middle school and high school, and two (2) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.
4. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.
5. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board of Education per the Board's appeals procedure as the alternative to the independent appeals process.
6. The LPDC will meet two (2) one-half (1/2) days and up to four (4) one-half (1/2) days during the work year in collaboration with the Superintendent. Substitutes will be provided, as necessary, by the Board. The agenda for the meeting will be distributed in advance of the meeting. Additional meetings up to four (4) one-half (1/2) days, set up in collaboration with the Superintendent, outside the workday, shall be compensated at the rate of one-half (1/2) substitute pay plus Ten Dollars (\$10.00) per person per half day.
7. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any Professional Leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.
8. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent.

9. Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.

**S. Labor/Management Committee**

The Northwestern Local School District Board of Education and the Northwestern Local Employees Association will establish a Labor/Management Committee consisting of four (4) members appointed by the Association and four (4) members appointed by the Board. The Committee shall meet at mutually agreeable times, at least twice per semester, for the purpose of discussing, not negotiating issues of concern to both parties. The Committee may request training from the Federal Mediation and Conciliation Service.

**T. New Programs**

No teacher shall be required to participate in any pilot program or grant without first having been given an opportunity for input and training as appropriate.

**U. Block Scheduling**

Prior to implementing any block scheduling, the parties will meet and confer in order to resolve any concerns that they may have.

**V. Senior Seminar**

1. Teachers assigned to senior seminar will be given one (1) day of paid release time per quarter for duties related to the senior seminar assignment.

**W. Credit Flexibility**

1. A joint high school Credit Flexibility Development Committee (CFDC) shall be established to oversee and review credit flexibility plans for students desiring high school credits under the Credit Flexibility Program. The Committee will be made up of Administration and Association members. Standing Association members will be appointed by the president of the Association. Other participants may be invited to participate as plan/committee needs require
2. CFDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any Professional Leave restrictions but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld.
3. For all committee work outside of the regular work day CFDC members will be paid twenty dollars (\$20.00) per hour.
4. The committee will report to the Labor Management Committee on a monthly basis detailing committee work, concerns and recommendations regarding the Credit Flexibility program.
5. Teachers having responsibility for an individual student credit flexibility plan will be compensated at a rate developed and mutually agreed upon by the administration and association members of the Labor Management Committee.

6. Teachers responsible for an individual student credit flexibility plan will have the opportunities to consult with and otherwise assist the assigned student on a regular basis, with adequate time allocated for such consultation and assistance. Contact time will be maximized at the beginning of the plan program. Teachers of record may meet with their students during their planning time (at the teacher's discretion), during the instructional day, or at the beginning or the end of the regular school day.

## **X. Intellectual Property Rights**

Except for curriculum, material and work product developed at the direction of the Administration, a teacher will retain any intellectual property rights in any curriculum, materials or work product created by the teacher.

## **Y. Resident Educator Program/Teachers New To the District**

### **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.

### **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.

## C. Mentors

### 1. Qualifications

- a. 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. A written request of interest for being a mentor teacher will be forwarded to the Lead Mentor.
- b. The approved teachers must have demonstrated the ability to work cooperatively effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
- c. Approved teachers must complete mentor training.

### 2. Selections

Selection shall be made collaboratively between the Lead Mentor and 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. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.
- d. 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.
- e. The Mentor may be requested to attend regional mentor network meetings.
- f. 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.
- g. The Lead Mentor may require evidence of ongoing communication between the Mentor Teachers and Resident Educators.

h. The Lead Mentor conducts an annual review of the Resident Educator Program based on input from all program participants.

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 building principal.

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 \$300 for training and \$500 for mentoring.

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 \$500 in the second year, \$300 in the third year and \$200 in the fourth year.

**D. Lead Mentor**

1. Qualifications

A District Lead Mentor shall:

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

2. 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.

3. Release Time

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

4. Lead Mentor will be paid a stipend of \$1,000.

**E. Resident Educators**

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 building principal.
3. The Resident Educator is not required to do an IPDP or to utilize the LPDC process.
4. An effort will be made by the Administration to assign an equitable workload/schedule to a Resident Educator.

**F. 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. The 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.

**G. Resident Educators:**

1. Each Resident Educator as well as 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 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.

## **ARTICLE 6. OCCUPATIONAL SAFETY AND HEALTH**

### **A. Report Internally First**

The parties desire to first deal with safety and health complaints internally to attempt to correct any health or safety allegations. Accordingly, neither the Association nor a bargaining unit member may file a complaint with the Ohio Department of Industrial Relations until after the Board and Administration have been notified of the complaint and have had at least a five (5) business day opportunity to resolve the complaint.

### **B. District's Right to Reassign**

Before exercising his/her right to refuse to work under ORC 4167.06 because of a condition which the bargaining unit member, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to the bargaining unit member, the bargaining unit member will immediately notify his/her Supervisor of the condition. The bargaining unit member may be temporarily reassigned while the condition is being investigated and/or corrected.

### **C. Discrimination to Be Grieved**

A bargaining unit member who wishes to assert a claim of discrimination as defined in ORC 4167 shall use the grievance procedure in this Contract as the means for asserting such a claim.

## **ARTICLE 7. DRUG AND ALCOHOL TESTING PROCEDURE**

- A. If there is suspicion to believe, based on specific, objective facts, that a bargaining unit member is under the influence of alcohol and/or drugs or has used such substances on Board property or is involved in a work-related accident resulting in property damage estimated in excess of One Hundred Dollars (\$100.00) or personal injury, the bargaining unit member may be required to undergo medical testing as provided below. Such testing shall not be used as a means for harassment. Testing shall be limited to either a blood test or a urine test, but not both.
- B. A bargaining unit member's refusal to submit to medical testing under the above conditions will be deemed insubordinate and will result in discipline, including suspension without pay or termination.
- C. The medical testing will be conducted by a physician and/or laboratory selected by the Board at Board cost provided the analysis of the test results are done by a laboratory that is NIDA-certified. If the medical testing shows the presence of alcohol, or an illegal drug, or abuse of a legal drug, the Board will request a confirmation test to insure the accuracy of the test results. All positive test results will be reviewed by an approved Medical Review Officer for further confirmation. If the test results are positive, the Board shall arrange for a medical assessment. After receipt of the medical assessment, there shall be a determination of an appropriate remediation program for first offenders. The bargaining unit member will be subject to disciplinary action, if appropriate, including suspension without pay or termination. Should the disciplinary action result in suspension without pay, the bargaining unit member will be required to submit to a second medical test before returning to work. The returning bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment.
- D. The Board and the Association are concerned about bargaining unit members who are victims of alcohol or drug abuse and will facilitate correction of this process through programs and services that are available in the community. Any bargaining unit member who believes he/she is in need of help shall notify the Superintendent, who shall treat this information confidentially. Any bargaining unit member, who voluntarily uses this paragraph, shall be permitted inpatient or outpatient treatment without repercussion for attendance or notification pursuant to this paragraph. Upon return, the bargaining unit member will also be required to submit to medical testing for the first year following the bargaining unit member's return to employment.

## **ARTICLE 8. PARENTAL COMPLAINTS**

- A. Upon receipt of a parental complaint, the Building Principal will inform the teacher and the teacher will make personal contact with the parent within two (2) school days, if possible. It is the responsibility of the teacher to inform the Building Principal of the status of the complaint.
- B. If such conferences do not lead to understanding and resolution of the problem involved, the Building Principal along with the teacher will meet to develop a means to deal with the complaint.
- C. The Building Principal, upon initially being informed of a complaint, should inform the parent of the following:
  - 1. The teacher will be in contact with the parent within two (2) school days, if possible; and

2. The parent should contact the Building Principal if the teacher does not contact the parent within two (2) days or if the parent is not satisfied with the results of the conference.
- D. All anonymous complaints will be disregarded.
  - E. No parental complaint or correspondence will be placed in the personnel file. When deemed necessary, the Building Principal may choose to conduct an investigation into a complaint that may lead to a letter of explanation or reprimand for the teacher and a copy being placed in the personnel file.
  - F. Allegations of child abuse or neglect will be reported immediately to the Children Services Board and/or appropriate law enforcement officials. The teacher against whom the allegations are brought will be notified that a report has been made; however, the identity of the informant and the specific contents will not be disclosed without the express consent of the Children Services Board and/or law enforcement officials, nor will the Children Services Board or law enforcement officials' report be used against a teacher by the Board in an employment matter. If the report is released to the Board, it will be given to the teacher. This paragraph shall not be construed to restrict the Board's further investigation under Paragraph E, above.

## **ARTICLE 9. GRIEVANCE PROCEDURE**

### **A. Definition of Terms and General Policies**

1. A "grievance" will be defined as a condition resulting from an alleged violation or misapplication or misinterpretation of:
  - a. this Negotiated Contract, or
  - b. other right or working condition affecting a teacher by the Board and/or Administration.
2. The purpose of the grievance procedure is to promptly secure, at the lowest possible level, acceptable solutions to grievances.
3. A "grievant" is defined as an employee, group of employees, or the bargaining unit who has a grievance.
4. "Days," used in reference to limitations, shall be maximums. However, if the parties are in mutual agreement, limits may be adjusted. Failure of the Administration or Board to act within the required time limits permits the grievance to go to the next step. Failure of the alleged grievant to follow the prescribed time line makes the grievance null and void, and it may not be re-filed.
5. All grievances will be filed at the lowest possible level, which means that level of the grievance procedure at which the Administration deciding the grievance has authority to make a resolution.
6. Either or both parties may be represented by any person(s) of their choice at any level of the grievance procedure.

7. At any level, a grievance may be withdrawn by the alleged aggrieved party without prejudice. The record may be kept by the Superintendent's Office but not in a personnel file.

## **B. Procedure**

### Step One

A grievance shall first be taken up verbally between the grievant and the Administration at that level referred to in A5, above, within thirty (30) working days of the incident or last occurrence giving rise to the grievance. The Administration shall schedule a meeting with the grievant within five (5) working days of a request by a member of the bargaining unit after the Administrator is notified of the grievance. If satisfactory disposition is not rendered within a period not to exceed five (5) days of the meeting, the grievance may advance to Step Two.

### Step Two

The grievant shall write the grievance in triplicate on a grievance form provided by the Board (Appendix A), one copy for the Administrator, one for the Superintendent, and one for the Association and give one to the Immediate Supervisor. This step shall be implemented by the grievant in a time not to exceed five (5) working days after the Step One deadline. The Immediate Supervisor shall respond in writing to the grievant within five (5) working days and return one copy of the form to the teacher, and one copy to the Association President, and one copy to the Superintendent.

### Step Three

If a satisfactory disposition is not rendered, the grievant shall, within five (5) working days after receipt of the Administrator's response, forward the grievance to the Superintendent. The Superintendent shall, within ten (10) working days, conduct a conference. The Superintendent shall respond in writing to the grievant within five (5) working days after the conference and return one copy of the form to the teacher and one copy to the Association.

### Step Four

If satisfactory disposition is not rendered, the grievant shall, within ten (10) working days after receipt of the Step Three written response, forward the grievance to the Treasurer on behalf of the Board to study the grievance. The Board shall, at the next Board meeting, conduct a conference in executive session unless required otherwise by law. The Board President shall respond to the grievant within five (5) working days and return one copy of the form to the teacher, one copy to the Association President, and one copy to the Superintendent.

### Step Five

- a. If satisfactory disposition is not rendered, the grievant shall, within ten (10) working days, forward to the Board Treasurer and the American Arbitration Association (AAA) a demand for arbitration. The arbitrator shall be selected from a list of seven (7) arbitrators submitted to the parties by the AAA. The method of selection shall be alternate strike, with the striking of the first name determined by a toss of a coin. The decision of the arbitrator shall be binding regarding matters defined under Section A1a, above, and advisory only regarding matters defined under Section A1b, above. The arbitrator shall have no power to add to, subtract from, or modify this Agreement, nor shall the arbitrator's opinion amend, nullify, or ignore

any part of this Contract; and the arbitrator may only base his/her decision on the contents of this Contract. The arbitrator shall address any jurisdictional disputes as part of any decision on the merits of the grievance.

- b. The costs of arbitration will be equally shared by the parties. Transcripts shall be paid by the ordering party.

## **ARTICLE 10. TEACHER CONTRACTS**

### **A. Limited Contracts**

1. Upon initial employment, a teacher ineligible for a continuing contract shall be issued limited contracts in the following order: no more than four (4) one-year limited contracts; then, no more than three (3) two-year limited contracts; and thereafter, three-year limited contracts until eligible for continuing contract.
2. A contract of lesser duration than that previously held may be given if it is determined that the performance of the teacher as noted by the evaluation is in need of improvement. A conference with the Superintendent is to be held prior to said recommendation to the Board.
3. If prior to the final year of a multi-year limited contract, a teacher completes the certification/licensure requirements under ORC 3319.08 and 3319.11 for a professional certificate/license and wishes to be considered for a continuing contract at that time, said teacher must put such request in writing to the Superintendent. Said writing must include the statement that the teacher agrees to waive the remaining years of his/her multi-year limited contract and rights there under in order to be considered by the Board for a continuing contract at that time. Thus, in this circumstance the teacher understands that only the options provided by ORC 3319.11 apply.

### **B. Continuing Contracts**

Continuing contracts shall be issued in accordance with ORC 3319.08 and 3319.11.

### **C. Supplemental Contracts**

1. A limited supplemental contract shall be issued for any Board approved activity as remunerable by the adopted supplemental salary schedule. Job descriptions will be on file for supplemental contract positions and reviewed annually by an Administrator and also the Athletic Director or Advisor.
2. Supplemental contracts will automatically be non-renewed by April 30. Teachers who previously held the supplemental contract and who are not later rehired to perform the same supplemental duties will be, upon written request to the Board, provided with reasons for the nonrenewal. The reasons need not be for cause and cannot be grieved.

### **D. Continuing Contract Eligibility**

1. Teachers who meet the following requirements are eligible for continuing contracts:
  - a. If a teacher has not attained continuing contract elsewhere in Ohio, the teacher must be

completing his/her third year of work in the Northwestern Local Schools out of the last five (5) years. If a teacher has had continuing contract elsewhere in Ohio, then continuing contract eligibility occurs from the time of hire through completion of his/her second year in the Northwestern Local Schools. Teachers who receive their license on/after January 1, 2011 will be eligible for tenure after they have taught at least seven (7) years, consistent with ORC 3319.08.

- b. At the time of the Board vote for continuing contract, the teacher must have on file with the Superintendent, a copy of a professional or higher certificate/license 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:
    - i) 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 coursework 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
    - ii) 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 coursework 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.
  - c. The teacher must be recommended by the Building Principal and the Superintendent [unless overridden by at least seventy-five percent (75%) majority of the Board].
- 2. Continuing contract eligibility shall be considered only at the expiration of an existing limited contract unless otherwise agreed by the teacher and the Board.
  - 3. Satisfaction of tenure eligibility requirements does not automatically confer a continuing contract. A teacher who has not previously held a continuing contract in Ohio meeting the requirements may be granted a continuing contract, or a one (1) year limited contract with reasons directed at professional improvement, or non-renewed. A teacher who has previously attained a continuing contract earlier, may only be granted a continuing contract or non-renewed by the end of the second year in the Northwestern Local Schools. However, failing action by the Board of either nonrenewal or granting a one (1) year limited contract with reasons directed at professional improvement by June 1 in the year considered, a continuing contract will be automatically conferred.

**E. Forms**

Limited, Continuing, and Supplemental Contract forms and the Salary Notification form are attached as Appendices B, C, D, and E.

## **ARTICLE 11. VACANCY, TRANSFER AND ASSIGNMENT**

### **A. Vacancies**

1. Openings in teaching, administration or supplemental positions will be posted on the faculty bulletin board in each school during the school year. Said posting will list the certification(s)/licensure(s) and the general duties and/or responsibilities that are required of the bargaining unit member. During the summer months, notice of openings will be sent out between June 16 and August 5 to all teachers. No transfers will be made to any vacancy while a bargaining unit member holding a valid certificate/license for the vacancy is on the RIS list for call back.
2. a. Current bargaining unit members, if certified/ licensed and Highly Qualified under ESEA/NCLB if required for the open position and apply within the appropriate time period, shall have preference over outside applicants if they have received good performance evaluations in the past and have no history of problems in the requested area transferring to. If two (2) or more current bargaining unit members, who meet the foregoing requirements, apply for the same opening, seniority shall be the determining criterion. Otherwise, current bargaining unit members will be considered with outside applicants on the following factors:
  - 1) areas of certification/licensure;
  - 2) experience in the area to be filled;
  - 3) performance evaluations;
  - 4) educational background and training; and
  - 5) length of service in the District.
- b. Only nonemployee applicants with a minimum of two (2) years' experience within the last three (3) years in the area to be filled will be considered over current bargaining unit members who meet the above criteria. This Section does not apply to non-bargaining unit or supplemental positions.
3. For purposes of this Section, a vacancy shall be deemed to exist at the time the Administration has confirmation that an opening is going to exist.

### **B. Transfers**

1. Reasons in writing shall be given by the Superintendent if a teacher is to be involuntarily transferred to a different building, or to a different grade level in the elementary grades, or to a different department.
2. A teacher may request in writing a meeting with the Superintendent to discuss the merits of the transfer and at his/her option may have a representative of his/her choice at this meeting. No teacher will be transferred to a position for which he/she does not hold a provisional/permanent/life certificate/license without the teacher's express written approval. The Board may request the Department of Education to issue a temporary certificate/ license.

3. A teacher may be transferred only one (1) time per year after annual assignments are made without the teacher's agreement, and the teacher may not use the Vacancy Section of the Contract to avoid this transfer for the remainder of the school year.
4. A teacher will be notified as soon as practicable of any involuntary transfer.

**C. Assignments**

A tentative teaching assignment for the following school year shall be sent to each full-time teaching bargaining unit member prior to June 1 or not more than two (2) weeks after the contract or salary notice is sent. This assignment shall contain the name of the teacher, school year, grade and/or subject area, and building assignment.

**ARTICLE 12. EVALUATION**

- A. The purpose of evaluation is to improve instruction and to make a record of performance. For the purpose of this Article, classroom teachers include tutors.
- B. Evaluation criteria will be explained to the bargaining unit members before formal classroom observation. The evaluation system and forms will follow the OTES model framework. The applicable forms are attached as Appendix F.
- C. The summative evaluation and post-observation forms shall be shared during the final evaluation and post-observation conferences and signed by the evaluator. The summative evaluation and post-observation forms shall then be signed by the teacher to signify his/her notification that the item will be placed in the file, but not that the teacher necessarily agrees with the evaluation or observation(s). The post-observation conference will be held within ten (10) work days from the date of the observation. The written summative evaluation will be completed and shared with the teacher on or before May 10.
- D. For classroom teachers each formal classroom observation is to be an in-depth observation, which means at least thirty (30) minutes in length. The first observation cycle will include one (1) formal classroom observation and must be completed on or before the last day of the first semester. The second observation cycle will include one (1) formal classroom observation and must be completed on or before April 30. Both observations will be announced. A teacher who is being considered for nonrenewal will have a third formal observation which may or may not be announced. The post-observation conference for the third formal observation, if needed, must be completed by May 10. Prior to the two announced formal classroom observations, the evaluator and teacher will meet to discuss what the evaluator will observe during the classroom visitation including:
  - Lesson or unit objectives;
  - Prior learning experiences of the students;
  - Characteristics of learners/learning environment;
  - Instructional strategies to meet lesson objectives;
  - Student activities/materials;
  - Differentiation based on needs of students; and
  - Assessment/data collected to demonstrate student learning

A teacher who receives an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation will be evaluated every two years. Biennial evaluations must be completed by May 1 of the evaluation year, with the teacher receiving a written copy of the evaluation results by May 10 of the evaluation year.

Walk-throughs will be less than 30 minutes, will be unannounced, and may be conducted at the discretion of the evaluator. Any evidence deemed by the evaluator to be pertinent to the evaluation process will be documented and shared with the teacher within ten (10) workdays of the walk-through.

- E. The evaluation of all non- classroom teachers not teaching students 50% of the time shall be based upon two (2) observations, which may include walk-throughs and other performance indicators. The first observation cycle will include one (1) formal observation and must be completed on or before the last day of the first semester. The second observation cycle will include one (1) formal observation and must be completed on or before April 30. Both observations will be announced, shall acknowledge the strengths of bargaining unit members evaluated as well as deficiencies, and shall note all the data used to support the conclusion made by the evaluator. The evaluation and observation(s) shall be signed by the evaluator. The evaluation shall then be signed by the teacher to signify his/her notification that the item will be placed in the file, but not that the teacher necessarily agrees with the evaluation or observation(s).
- F. Evaluators will include building principals who have completed state-sponsored evaluation training and have passed the online credentialing assessment. In addition, there shall be a list of Board approved credentialed evaluators agreed upon with the Association who have had prior experience as a classroom teacher and who have completed state-sponsored evaluation training and have passed the online credentialing assessment. The evaluator will identify himself/herself to the teacher prior to beginning the annual evaluation process. This may be written, via email, or verbal.
- G. Upon completion of the annual evaluation process, classroom teachers will be assigned an effectiveness rating of Accomplished, Proficient, Developing or Ineffective. This rating will be determined based on 50% teacher performance as assessed in the evaluation process and 50% student growth measures. The Performance Rating Scale is included in Appendix F. Student growth will be determined through measures required by Ohio law and the Ohio Department of Education based upon the teacher’s instructional assignment (i.e. whether the teacher instructs in exclusively value added subjects, and if not, some combination of value added, approved vendor assessments, and local measures, such as student learning objectives).
- H. Classroom teachers meeting above-expected levels of student growth must develop professional growth plans and choose their credentialed evaluators from the Board-approved evaluator list.

Classroom teachers meeting expected levels of student growth must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list. The administrator, teacher, and Association can collaboratively agree to an evaluator in addition to the building principal for the evaluation cycle.

The professional growth plan shall include the following components:

1. Annual Focus
2. At least one student achievement goal including evidence of attainment

3. At least one teacher performance goal on the Ohio Standards for the Teaching Profession including evidence of attainment

Classroom teachers meeting below-expected levels of student growth must develop an improvement plan with their credentialed evaluators. The Superintendent/designee will assign the credentialed evaluators to teachers meeting below-expected levels of student growth. A copy of the improvement plan will be sent to the Association President within ten (10) days of the employee signing the plan.

The improvement plan shall include the following components:

1. Improvement Statement section
  2. Desired Level of Performance section
  3. Specific Plan of Action section
  4. Assistance and Professional Development section
- I. Any classroom teacher who receives an Ineffective rating in any one or more of the seven (7) areas assessed for performance following the OTES evaluation framework will be placed on a remediation action plan targeted to the deficient areas. The teacher or non-classroom teacher with deficiencies noted will be provided reasonable and specific goals for improvement and reasonable district resources to assist the teacher. The teacher will be given at least six (6) weeks to implement a remediation action plan.
  - J. Consistent with ORC 3319.58, beginning with the 2015-2016 school year, classroom teachers of core subject areas as defined by State law who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education. The teacher will be responsible for any costs associated with such examinations.
  - K. Evaluation results will be taken into consideration for retention, promotion, layoff and recall decisions. Seniority shall not be the basis for making such decisions, except when choosing between teachers who have comparable evaluations as defined in Article 14.  
  
For purposes of retention, promotion, layoff and recall decisions, the Board will also take into consideration the impact of student attendance (absences from a class in excess of 10% of scheduled classes), any extended leaves of absence of the teacher, whether the teacher was recently transferred to a different position (subject, grade, etc.), student teacher assignments, job sharing arrangements, and co-teaching arrangements (i.e. inclusion classrooms) on a classroom teacher's evaluation results related to student growth measures.
  - L. This Section shall not in any way supersede ORC 3319.16. Good and just cause for termination includes receiving two (2) consecutive years of Ineffective composite ratings, based upon two (2) years of student growth data for the assigned teacher. No teacher shall be suspended, demoted, terminated, or non-renewed without an administrative conference and adequate reasons that have been shown in previous evaluations and/or written administrative reports concerning that bargaining unit member. The teacher has the right to union representation at any evaluation meeting or post-observation meeting. The teacher has the right to attach additional data, documentation, or a rebuttal to a post-observation or summative evaluation form.
  - M. The administrator and association will collaborate to present an in-service for staff with respect to the new evaluation process.

- N. No teacher will evaluate the instruction and performance of another teacher.
- O. The parties reserve the right to mutually adapt the implementation of the evaluation procedures to comply with changes in Ohio law or ODE requirements without the need to reopen negotiations or the need to enter into an MOU.

### **ARTICLE 13. PERSONNEL FILES**

- A. All documents included in a teacher's file shall be dated, identifiable as to source, relevant to teaching and performance on the job, accurate, and listed on an inventory sheet.
- B. A bargaining unit member may review his/her personnel file within twenty-four (24) hours of a request to the Superintendent.
- C. There shall be only one (1) official file; this shall be kept in the Superintendent's Office. Submission of rebuttals or other matters to be placed in the file, or obtaining copies of materials except classified college/university credentials, will be through the Superintendent. Files shall be controlled by laws pertaining to the Privacy Act. Unofficial Building Principal's file contents may only be used if provided to the teacher and to the official personnel file prior to being used against the teacher. At the end of the school year, all contents of the Building Principal's file that have not been used shall be destroyed.
- D. Teachers shall be first provided a copy of any material that will be placed into the file.

### **ARTICLE 14. REDUCTION IN STAFF**

**A. Cause(s)**

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

**B. Transfers**

A bargaining unit member on Reduction In Staff (RIS) will have priority for placement in any teacher openings for which he/she is certified/licensed.

**C. Suspension of Contracts**

Reductions under this procedure will be effectuated at the beginning of the following school year and shall be accomplished through the suspension of a teacher's contract. Notice will be given on or before April 30. 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 RIS, the Board shall give written notice to the Association through its President of its intent to effect a RIS. Such notice shall contain the reason for the RIS and the teacher or teachers affected in the District.

**E. Order of Reduction**

1. Limited contract teachers shall be reduced by using the following order:
  - a. Certification/licensure; then
  - b. Evaluation results; then
  - c. If the evaluation results are “comparable” as defined in paragraph 3 below, seniority in the District as established by March 30.
2. Continuing contract teachers may be reduced only after all limited contract teachers of the same certification, by using the following order:
  - a. Certification/licensure; then
  - b. Evaluation results; then
  - c. If the evaluation results are “comparable” as defined in paragraph 3 below, seniority in the District as established by March 30.
3. During the term of this Contract, classroom teachers and non-classroom teachers with summative evaluation ratings of Accomplished, Proficient, or Developing will be considered to have “comparable” evaluation results. A classroom teacher will not be assigned an Ineffective rating for purposes of “comparable” evaluation results until that teacher has two (2) full years of student growth data available for that teacher and receives two (2) consecutive years of an Ineffective summative rating. A non-classroom teacher’s summative rating is based solely on their overall performance rating.

**F. Procedure**

1. On or before November 1 of each school year, the Association and the Superintendent will cooperatively develop a seniority list. Teachers shall be placed on all lists for which they are certified/licensed. In the event that a RIS is imminent, the seniority list will be distributed to all certificated/licensed staff prior to March 30.
2. Exceptions to preferences for retention based on seniority 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 bargaining unit member under regular full-time contract in this District.
  - a. Board approved unpaid leaves of absences 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 by
  - 2) The date the teacher signed his/her initial employment contract in the District; and then by
  - 3) The date of application, if it can be determined; and then
  - 4) Lot will break any remaining ties.
4. Teachers selected for RIS shall immediately be placed on a RIS list compiled from the seniority lists.
5. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each teacher is reinstated, the Board shall notify the Association President.

**G. Recall**

1. Any teacher unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the teacher is certified/licensed. 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 as defined in E. 3 above. A teacher must provide the Superintendent with copies of newly obtained certification/licensure to be considered in a certification/ licensure area that the Board is not aware of at the time of the RIS. Newly obtained certification/licensure will not change the order of a recall list. The restructured recall list will be provided to all teachers on the RIS list and to the Association President.
2. While there are previous teachers of the District who are unemployed as a result of a 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 restricted delivery letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.
4. Within ten (10) business days of the returned certificate of a certified delivery of an offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. No 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. No new bargaining unit member shall be hired until all bargaining unit members on the RIS list who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Section.
5. Teachers returning to employment after a RIS shall resume their previous contact status, seniority, salary, and existing fringe benefits, unless recalled to a position with fewer hours than previously occupied.

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 teacher shall be removed from the recall list and the Board shall have no further obligation to the teacher.
7. It shall be the responsibility of all certified/licensed bargaining unit members to have on file in the Superintendent's Office all valid Ohio Teaching Certificates/Licenses.

## **ARTICLE 15. PAID LEAVES OF ABSENCE**

### **A. Sick Leave**

1. All teachers under contract shall be entitled to one and one-fourth (1-1/4) Sick Leave days for each month of service or fifteen (15) days for the school year, cumulative to two hundred sixty (260) days.
2. All teachers under contract shall be entitled to an advancement of five (5) Sick Leave days if the number of days used exceeds the number accumulated. So long as the teacher remains in the employment of the Board, the teacher is required to earn back any advanced Sick Leave days so no loss in pay results for these five (5) days. Should the teacher leave the employment of the Board, be placed on unpaid leave of absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate.
3. Sick Leave shall be granted, upon completion of Appendix G, to each certified/licensed bargaining unit member for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and/or illness, or injury in the teacher's immediate family. Absent medical verification consistent with HIPPA supporting the need for additional paid Sick Leave, the use of paid Sick Leave for pregnancy and/or childbirth will not exceed six (6) weeks from the date of delivery.
4. "Immediate family," for the purposes of this Contract, shall be defined as father, mother, brother, sister, son, daughter, spouse, grandparents, grandchildren, spouse's grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian, or foster or stepparents and stepchildren.
5. Teachers eligible and approved by the State Teachers Retirement System for disability retirement shall go on disability retirement rather than use Sick Leave.
6. When a teacher has been absent more than ten (10) consecutive work days due to a personal illness or serious health condition, he/she shall provide the Treasurer with a written statement from his/her health care provider that the teacher is able to resume the job functions for his/her position. The teacher will not incur any additional out of pocket costs related to obtaining the return to work statement.
7. Sick Leave Transfer

In extraordinary circumstances, the Association may initiate a one-time transfer of Sick Leave from bargaining unit members to a named specific bargaining unit member who has exhausted or shortly will exhaust his/her accrued Sick Leave subject to Board approval. This transfer of Sick Leave shall be accomplished on a form specifically approved and distributed

for this purpose. The Sick Leave transfer is irrevocable and shall cause the contributing bargaining unit member to have his/her Sick Leave reduced within thirty (30) days by the amount equal to that contributed to the receiving bargaining unit member. The receiving bargaining unit member shall have accrued for use, Sick Leave totals equal to the aggregate total contributed by other bargaining unit members. This is a three-year pilot program that unless renewed in the next round of negotiations, automatically expires at the end of this Contract.

8. Sick Leave may be taken in days or one-fourth (1/4th) day increments being charged based on the regular day of the affected bargaining unit member.

**B. Assault Leave**

1. Any certificated/licensed bargaining unit member who sustains physical injuries as a result of an unprovoked and unjustified physical assault while in the course of performing professional duties may request a temporary special leave of absence to recuperate from the injuries sustained in the assault for a period not to exceed six (6) months. If granted, this paid leave shall not be charged against Sick Leave or Personal Leave. "Six (6) months" is defined as calendar days.
2. Assault Leave will be granted and paid only if the following provisions are fulfilled:
  - a. The bargaining unit member must make written application (Appendix G) for leave indicating the facts and those persons involved;
  - b. The bargaining unit member must provide a written physician's statement recommending the leave and the nature and duration of the disability;
  - c. The Board may require the bargaining unit member to be examined at Board expense by a Board designated physician, and said physician must certify that the bargaining unit member is disabled and cannot return to service; and
  - d. The bargaining unit member shall agree to cooperate fully in pursuing any legal or police action by the Board on behalf of the bargaining unit member and/or the Board.

**C. Personal Leave**

1. Each teacher shall be granted three (3) days of unrestricted Personal Leave to be used for urgent matters of personal business which cannot be scheduled outside of regular school hours. The request for leave (Appendix G) must be made in advance to the Building Principal. Whenever possible, twenty-four (24) hours advance request will be made. "Unrestricted" means requiring no reason. No more than eight percent (8%) of the certified/licensed bargaining unit members per building [rounded to the nearest whole] may be on leave the same day, except in emergencies. Additions to this quota for emergencies shall be granted at the Superintendent's discretion. Further, no days, except in situations as decided by the Superintendent, will be granted the first week of school [five (5) working days] and the last three (3) weeks of school [fifteen (15) working days]. Personal Leave may not be used to extend vacation or a holiday except for unforeseen circumstances which shall be demonstrated to the Superintendent.
2. Any teacher taking Personal Leave on an inservice day is required to view the video-recorded tapes of inservice sessions missed.

**D. Professional Leave for Attendance at Professional Conferences, Clinics or Conventions**

1. Any full-time teacher desiring to attend a professional conference, clinic, or convention shall submit to the Superintendent a written request (Appendix G) to do so, whose approval shall not be unreasonably withheld. Said request shall be submitted to the Superintendent no later than five (5) days prior to the regular Board meeting for approval before the conference time and shall state the number of school days which the teacher will miss by attending the conference, clinic, or convention. Attached to any expenses to be paid, the bargaining unit member shall provide a short summary of the conference as well as any recommendation for others to attend future conferences of this type.
2. Should the date of the event for which the professional day has been granted be postponed, canceled, or rescheduled, the teacher requesting the professional day will assume the responsibility of immediately notifying the person(s) responsible for calling substitutes.
3. When a teacher submits such a request and said request is approved by the Superintendent and the Board, then the teacher shall receive no deduction in pay and in addition shall be reimbursed for expenses:
  - a. Mileage, per Article 20/A (Mileage), not to exceed Seventy-Five Dollars (\$75.00);
  - b. Hotel or motel, not to exceed Seventy-Five Dollars (\$75.00) per day;
  - c. Food, not to exceed Thirty Dollars (\$30.00) per day;
  - d. Parking fees; and
  - e. Registration and materials.
4. Total expenses to be paid by the Board will not exceed Four Hundred Dollars (\$400.00) plus the cost of a substitute. Mileage is for one (1) attendee per conference, unless the number of attendees exceeds the number of seats in one (1) car.
5. Professional Leave shall not be approved for more than three (3) consecutive school days.
6. The Superintendent shall be empowered to approve any professional meeting request for which there will not be a Board meeting between the date of application and the date of the meeting, if notice of the meeting is documented to show that its receipt occurred after one (1) Board meeting and prior to the next meeting and date of attendance is corresponding (when the meeting occurs prior to a Board meeting when it can be properly addressed).
7. In order to improve teaching technique and strategies, each teacher shall have the opportunity to use a maximum of one (1) regular instructional day for one (1) visitation in another school in or outside the District. Suggestions for such a visit may come from an Administrator, the LPDC, or from the teacher. Teachers desiring to make such a visitation shall submit a written request to the Building Principal stating the purpose of the visitation. Prior approval of the Superintendent or his/her designee is required before any such visitation.
8. Head coaches may use two (2) days of Professional Leave per school year to attend State finals in their respective sports, if approved by the Superintendent. There shall be no additional expense to the Board, other than the cost of (the) substitute teacher(s).

**E. Compulsory Leave**

Release time, if Personal Leave is exhausted (except for jury duty), shall be granted for required appearances in court or other tribunal where the teacher is subpoenaed or is a party to a SERB hearing or arbitration. When the Association is the grievant or complainant at a SERB hearing or arbitration, the Association President (or designee) is considered the party. Any subpoena other than Board business will be covered up to three (3) days' leave with pay each year. The teacher shall attach to the leave form (Appendix G), the subpoena given by the court or other tribunal for required attendance. Witness fees and jury duty pay must be forwarded to the Board within ten (10) days of receipt by the bargaining unit member.

**F. Emergency and Hazardous Leave**

If by act of God, any bargaining unit member is prevented from reaching school on a regularly scheduled school day, such bargaining unit member will be granted Emergency and Hazardous Leave with pay if Personal Leave is exhausted. Proof of need for leave must be provided by the applicant and attached to the leave form (Appendix G).

**G. Association Leave**

1. A maximum of two (2) 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.
2. Any Association member who is elected or appointed to the governing body of the Ohio Education Association (OEA) shall be granted leave to attend meetings of such bodies. Such leave shall not be counted as part of the Association Leave, as outlined in Section 15/D, above, and shall be without pay.
3. There will be no Board obligation for any expenses incurred by delegates attending such meetings, other than for a needed substitute arranged for by the Administration.
4. See form Appendix G.

**H. Funeral Leave**

Sick or personal leave may be used to attend a funeral, regardless of whether the funeral is for an immediate family member as defined under Article 15(A)(4). If sick and personal leave are exhausted, a teacher will receive up to two (2) paid days for funeral leave in a given school year. In the event a teacher requires more than five (5) consecutive days of funeral leave, the teacher must provide the Superintendent with an explanation of the reasons for the extended leave.

**ARTICLE 16. UNPAID LEAVES**

**A. Child Care Leave**

1. Child Care leave may be used in lieu of Sick Leave when any certificated/licensed bargaining unit member has exhausted Sick Leave or when the bargaining unit member has determined that a transfer from Sick Leave to Child Care Leave is necessary. A bargaining unit member who is pregnant or adopting a child of less than one (1) year of age may request of the Board (Appendix G) said leave without pay for a period of time not to exceed two (2)

school years.

2. Upon return from leave, a member's salary and fringe benefits will be commensurate with the member's actual training and experience, and he/she will be returned to the same position, if available, or one for which the member is certified/licensed.
3. Any bargaining unit member on an approved unpaid/ partial paid leave shall be entitled to request in writing to the Board Treasurer and receive the right to be covered by any or all insurance selected by the bargaining unit member, provided the bargaining unit member pays to the Board Treasurer in advance each month the full amount of the monthly group plan premium rate for such selected coverage(s). Any overpayment of premium shall be refunded to the bargaining unit member upon termination of leave. Failure to make monthly payments on time will cause a loss of this coverage.

**B. Family and Medical Leave**

1. The Association and the Board acknowledge and agree to abide by the Family Medical Leave Act of 1993 (FMLA). The parties further agree that a bargaining unit member may choose to take, upon completion of the form (Appendix G) or current FMLA forms available through the treasurer's office:
  - a. an unpaid leave in accordance with FMLA;
  - b. a paid leave under this Contract; or
  - c. a combination thereof.
2. In those instances where a teacher is absent for more than ten (10) consecutive workdays, the absences will be presumed to be covered by the FMLA and the teacher will be sent a notice of eligibility for leave under the FMLA. If the teacher does not believe the preliminary designation is correct (e.g., it does not relate to the birth of a child, placement of a child for adoption or foster care, care for a spouse, child or parent with a serious health condition, or to care for the employee's own serious health condition), the teacher will have fourteen (14) calendar days to notify the Treasurer and to provide written verification (if available) that the leave does not fall under the FMLA. Otherwise, the FMLA designation will become final. The designation of Sick Leave as an FMLA qualifying leave does not impact the teacher's ability to elect to use either paid or unpaid leave under this Article; rather, it allows the Board to track the period of extended Board-paid benefits under this section.
3. However, the Board's obligation to extend Board-paid insurance benefits in accordance with Article 21 and will not extend beyond the greater of twelve (12) workweeks or the period of the bargaining unit member's accrued Sick Leave. Any additional extension of insurance benefits will be in accordance with this Contract.

**C. Extended Leave of Absence**

1. Upon written request of a bargaining unit member (Appendix G), 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. Application shall be no later than March 1.
2. Upon written request of a bargaining unit member, 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 bargaining unit member at the expiration of a leave of absence, he/she shall be placed in the area of certification/license which he/she was in prior to such leave.

**D. Military Leave**

As provided for in ORC 3319.14, Military Leave will be granted to bargaining unit members upon completion of the leave form (Appendix G). Benefits will be granted, as maximum allowable by law.

**E. Short Term Leave**

1. Bargaining unit members may, upon written request (Appendix G), 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 the Principal. Bargaining unit members should avoid using this leave contiguous with Thanksgiving, Christmas, and/or Spring Break, etc.
2. Exceptions to automatic approval of up to the three (3) days would be regulated by operational necessity as determined by the Superintendent.

**F. Fringe Benefits**

Bargaining unit members on an unpaid approved leave of absence, except as provided in Section 16/B, above, shall be permitted to continue in all fringe benefits upon payment to the Board Treasurer the amount of premiums monthly.

**ARTICLE 17. PAYROLL**

**A. Paydays**

1. Salaries shall be determined and administered in accordance with the salary schedule herein and shall be paid in twenty-four (24) equal payments. Deductions shall be distributed over all remaining paychecks.
2. Paydays shall be the fifth (5th) and twentieth (20th) of each month. However, if a payday falls on a weekend or holiday, the payday shall be the preceding weekday that is not a bank holiday.
3. Direct deposit is mandatory for all bargaining unit members hired on or after July 1, 2006.
4. Bargaining unit members may elect annually to have paychecks deposited directly into the bank of their choice, on or before the date of payday, if such bank has that option available. Any bargaining unit member paid on an hourly basis will forfeit having direct deposit if such bargaining unit member fails to have his/her time sheets filed by the scheduled deadline. Each bargaining unit member will be provided a paycheck stub or its equivalent.

**B. Association Dues**

1. Payroll deduction of Association and affiliate dues shall be deducted equally from all pays starting with the first pay in October, if the Association Treasurer submits the names and amount to be deducted for each employee not later than September 15 annually. For any employee hired after September 15 of any year, payroll deduction of Association and affiliate dues shall be deducted equally from all remaining pays starting fifteen (15) calendar days after the employee begins work.
2. The Association is responsible to notify the Board Treasurer where the payroll deduction is to be forwarded during this same period. In order to implement this Section, the Board Treasurer annually during the month of August and within three (3) calendar days of the hire date for employees hired after August will notify the Association President and the Association Treasurer of the names, assignment, and building of all staff represented by this bargaining unit.
3. Monies deducted shall be remitted to the Association within five (5) days of payday.
4. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collections of fair share fees for dues, to indemnify the Board for any liability imposed upon it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding. For purposes of this Section, the term "Board" includes the Board of Education of the Northwestern Local School District, its members, the Treasurer, the Superintendent, and all members of the administrative staff.

**C. Fair Share Fees**

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 Northwestern Local Employees Association OEA/NEA Unit #1 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, you will be unable to collect fees at all for the fair share fee payer. An enrollment form must be submitted to OEA to record the fair share fee payer with no fees for the 2008-2009 membership year.

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 were 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. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Only bargaining unit members (6) currently (contract year 2008 – 2009) contributing to the Leo Welty Scholarship Fund in lieu of paying a fair share fee will be allowed to continue contributing to that fund until such time as they retire or resign.

**D. Political Action Deductions**

Bargaining unit members shall continue to be permitted payroll deduction for the Wayne County School Employees Federal Credit Union. Said deductions will be made from each paycheck and may be increased, reduced, added to or dropped with a three (3) week advance notice to the Board Treasurer.

**E. Credit Union Deductions**

Bargaining unit members shall continue to be permitted payroll deduction for the Wayne County School Employees Federal Credit Union. Said deductions will be made from each paycheck and may be increased, reduced, added to or dropped with a three (3) week advance notice to the Board Treasurer.

**F. Annuities**

1. Changing amount(s) of existing annuity(ies) requires written notice of fifteen (15) weekdays, excluding holidays.
2. Adding a new annuity not currently on the computer requires written notice of twenty (20) weekdays, excluding holidays.
3. The Board has the option to drop an annuity that has been inactive for twelve (12) months.
4. The number of annuities offered shall be limited to the capacity of the current computer program.

**G. Savings Bonds**

Deductions for United States Savings Bonds will be permitted on the following conditions:

- a. The deduction must be for the entire year from the first or second paycheck of each month or from all paychecks; and
- b. Each deduction must be an amount equal to the amount necessary to purchase at least a Fifty Dollars (\$50.00) Savings Bond.

**H. Purchasing Service Credit**

Deductions for purchasing service credit for the retirement system shall be allowed each pay.

**ARTICLE 18. SALARY**

Salary schedules shall be updated to show a 1% increase on the base effective July 1, 2013; July 1, 2014; July 1, 2015.

If there is an insurance premium holiday over the course of the CBA, the teachers will receive a \$400 stipend (prorated for part-time or job sharing teachers), to be paid in the month following the premium holiday. This will occur only once during the CBA, when/if the first premium holiday occurs.

- A. Bargaining unit members shall be credited upon initial employment with up to ten (10) years of service for each year [120 days under a teacher's contract] of prior experience in another public school in Ohio including substitute teaching experience. This credit for prior service shall include up to five (5) years [each year being no less than eight (8) continuous months in the Armed Forces of the United States] of military service. The combination of prior teaching and military service shall not exceed ten (10) years.
- B. Master's equivalency shall be acceptable for placement on the Master's and Master's + columns as long as written proof from the college/university is provided that the Master's equivalency program is completed.

Salary Schedule Index

| Step | BA    | BA+20 | MA/MS | M/20  | Non Degree |
|------|-------|-------|-------|-------|------------|
| 0    | 1.000 | 1.050 | 1.100 | 1.150 | 0.865      |
| 1    | 1.039 | 1.094 | 1.149 | 1.199 | 0.900      |
| 2    | 1.078 | 1.138 | 1.198 | 1.248 | 0.935      |
| 3    | 1.117 | 1.182 | 1.247 | 1.297 | 0.970      |
| 4    | 1.156 | 1.226 | 1.296 | 1.346 | 1.005      |
| 5    | 1.195 | 1.270 | 1.345 | 1.395 | 1.040      |
| 6    | 1.234 | 1.314 | 1.394 | 1.444 | 1.040      |
| 7    | 1.273 | 1.358 | 1.443 | 1.493 | 1.040      |
| 8    | 1.312 | 1.402 | 1.492 | 1.542 | 1.040      |
| 9    | 1.351 | 1.446 | 1.541 | 1.591 | 1.040      |
| 10   | 1.390 | 1.490 | 1.590 | 1.640 | 1.040      |
| 11   | 1.429 | 1.534 | 1.639 | 1.689 | 1.040      |
| 12   | 1.468 | 1.578 | 1.688 | 1.738 | 1.040      |
| 13   | 1.507 | 1.622 | 1.737 | 1.787 | 1.040      |
| 14   | 1.546 | 1.666 | 1.786 | 1.836 | 1.040      |
| 15   | 1.585 | 1.710 | 1.835 | 1.885 | 1.040      |
| 16   | 1.585 | 1.710 | 1.835 | 1.885 | 1.040      |
| 17   | 1.585 | 1.710 | 1.835 | 1.885 | 1.040      |
| 18   | 1.585 | 1.710 | 1.835 | 1.885 | 1.040      |
| 19   | 1.585 | 1.710 | 1.835 | 1.885 | 1.040      |
| 20   | 1.624 | 1.754 | 1.884 | 1.934 | 1.040      |
| 21   | 1.624 | 1.754 | 1.884 | 1.934 | 1.040      |
| 22   | 1.624 | 1.754 | 1.884 | 1.934 | 1.040      |
| 23   | 1.624 | 1.754 | 1.884 | 1.934 | 1.040      |
| 24   | 1.624 | 1.754 | 1.884 | 1.934 | 1.040      |
| 25   | 1.663 | 1.798 | 1.933 | 1.983 | 1.040      |
| 26   | 1.663 | 1.798 | 1.933 | 1.983 | 1.040      |
| 27   | 1.683 | 1.818 | 1.953 | 2.003 | 1.040      |
| 28   | 1.683 | 1.818 | 1.953 | 2.003 | 1.040      |
| 29   | 1.683 | 1.818 | 1.953 | 2.003 | 1.040      |
| 30   | 1.683 | 1.818 | 1.953 | 2.003 | 1.040      |
| 31   | 1.683 | 1.818 | 1.953 | 2.003 | 1.040      |
| 32   | 1.683 | 1.818 | 1.953 | 2.003 | 1.040      |
| 33   | 1.683 | 1.818 | 1.953 | 2.003 | 1.040      |
| 34   | 1.683 | 1.818 | 1.953 | 2.003 | 1.040      |
| 35   | 1.683 | 1.818 | 1.953 | 2.003 | 1.040      |

SALARY SCHEDULE 2013-2014

At 1%

| Step | BA     | BA+20  | MA/MS  | M/20   | Non Degree |
|------|--------|--------|--------|--------|------------|
| 0    | 34,029 | 35,730 | 37,432 | 39,133 | 29,095     |
| 1    | 35,356 | 37,228 | 39,099 | 40,801 | 30,626     |
| 2    | 36,683 | 38,725 | 40,767 | 42,468 | 31,817     |
| 3    | 38,010 | 40,222 | 42,434 | 44,136 | 33,008     |
| 4    | 39,338 | 41,720 | 44,102 | 45,803 | 34,199     |
| 5    | 40,665 | 43,217 | 45,769 | 47,470 | 35,390     |
| 6    | 41,992 | 44,714 | 47,436 | 49,138 | 35,390     |
| 7    | 43,319 | 46,211 | 49,104 | 50,805 | 35,390     |
| 8    | 44,646 | 47,709 | 50,771 | 52,473 | 35,390     |
| 9    | 45,973 | 49,206 | 52,439 | 54,140 | 35,390     |
| 10   | 47,300 | 50,703 | 54,106 | 55,808 | 35,390     |
| 11   | 48,627 | 52,200 | 55,774 | 57,475 | 35,390     |
| 12   | 49,955 | 53,698 | 57,441 | 59,142 | 35,390     |
| 13   | 51,282 | 55,195 | 59,108 | 60,810 | 35,390     |
| 14   | 52,609 | 56,692 | 60,776 | 62,477 | 35,390     |
| 15   | 53,936 | 58,190 | 62,443 | 64,145 | 35,390     |
| 16   | 53,936 | 58,190 | 62,443 | 64,145 | 35,390     |
| 17   | 53,936 | 58,190 | 62,443 | 64,145 | 35,390     |
| 18   | 53,936 | 58,190 | 62,443 | 64,145 | 35,390     |
| 19   | 53,936 | 58,190 | 62,443 | 64,145 | 35,390     |
| 20   | 55,263 | 59,687 | 64,111 | 65,812 | 35,390     |
| 21   | 55,263 | 59,687 | 64,111 | 65,812 | 35,390     |
| 22   | 55,263 | 59,687 | 64,111 | 65,812 | 35,390     |
| 23   | 55,263 | 59,687 | 64,111 | 65,812 | 35,390     |
| 24   | 55,263 | 59,687 | 64,111 | 65,812 | 35,390     |
| 25   | 56,590 | 61,184 | 65,778 | 67,480 | 35,390     |
| 26   | 56,590 | 61,184 | 65,778 | 67,480 | 35,390     |
| 27   | 57,271 | 61,865 | 66,459 | 68,160 | 35,390     |
| 28   | 57,271 | 61,865 | 66,459 | 68,160 | 35,390     |
| 29   | 57,271 | 61,865 | 66,459 | 68,160 | 35,390     |
| 30   | 57,271 | 61,865 | 66,459 | 68,160 | 35,390     |
| 31   | 57,271 | 61,865 | 66,459 | 68,160 | 35,390     |
| 32   | 57,271 | 61,865 | 66,459 | 68,160 | 35,390     |
| 33   | 57,271 | 61,865 | 66,459 | 68,160 | 35,390     |
| 34   | 57,271 | 61,865 | 66,459 | 68,160 | 35,390     |
| 35   | 57,271 | 61,865 | 66,459 | 68,160 | 35,390     |

SALARY SCHEDULE 2014-2015

At 1%

| Step | BA     | BA+20  | MA/MS  | M/20   | Non Degree |
|------|--------|--------|--------|--------|------------|
| 0    | 34,369 | 36,087 | 37,806 | 39,524 | 29,385     |
| 1    | 35,709 | 37,600 | 39,490 | 41,208 | 30,932     |
| 2    | 37,050 | 39,112 | 41,174 | 42,893 | 32,135     |
| 3    | 38,390 | 40,624 | 42,858 | 44,577 | 33,338     |
| 4    | 39,731 | 42,136 | 44,542 | 46,261 | 34,541     |
| 5    | 41,071 | 43,649 | 46,226 | 47,945 | 35,744     |
| 6    | 42,411 | 45,161 | 47,910 | 49,629 | 35,744     |
| 7    | 43,752 | 46,673 | 49,594 | 51,313 | 35,744     |
| 8    | 45,092 | 48,185 | 51,279 | 52,997 | 35,744     |
| 9    | 46,433 | 49,698 | 52,963 | 54,681 | 35,744     |
| 10   | 47,773 | 51,210 | 54,647 | 56,365 | 35,744     |
| 11   | 49,113 | 52,722 | 56,331 | 58,049 | 35,744     |
| 12   | 50,454 | 54,234 | 58,015 | 59,733 | 35,744     |
| 13   | 51,794 | 55,747 | 59,699 | 61,417 | 35,744     |
| 14   | 53,134 | 57,259 | 61,383 | 63,101 | 35,744     |
| 15   | 54,475 | 58,771 | 63,067 | 64,786 | 35,744     |
| 16   | 54,475 | 58,771 | 63,067 | 64,786 | 35,744     |
| 17   | 54,475 | 58,771 | 63,067 | 64,786 | 35,744     |
| 18   | 54,475 | 58,771 | 63,067 | 64,786 | 35,744     |
| 19   | 54,475 | 58,771 | 63,067 | 64,786 | 35,744     |
| 20   | 55,815 | 60,283 | 64,751 | 66,470 | 35,744     |
| 21   | 55,815 | 60,283 | 64,751 | 66,470 | 35,744     |
| 22   | 55,815 | 60,283 | 64,751 | 66,470 | 35,744     |
| 23   | 55,815 | 60,283 | 64,751 | 66,470 | 35,744     |
| 24   | 55,815 | 60,283 | 64,751 | 66,470 | 35,744     |
| 25   | 57,156 | 61,795 | 66,435 | 68,154 | 35,744     |
| 26   | 57,156 | 61,795 | 66,435 | 68,154 | 35,744     |
| 27   | 57,843 | 62,483 | 67,123 | 68,841 | 35,744     |
| 28   | 57,843 | 62,483 | 67,123 | 68,841 | 35,744     |
| 29   | 57,843 | 62,483 | 67,123 | 68,841 | 35,744     |
| 30   | 57,843 | 62,483 | 67,123 | 68,841 | 35,744     |
| 31   | 57,843 | 62,483 | 67,123 | 68,841 | 35,744     |
| 32   | 57,843 | 62,483 | 67,123 | 68,841 | 35,744     |
| 33   | 57,843 | 62,483 | 67,123 | 68,841 | 35,744     |
| 34   | 57,843 | 62,483 | 67,123 | 68,841 | 35,744     |
| 35   | 57,843 | 62,483 | 67,123 | 68,841 | 35,744     |

SALARY SCHEDULE 2015-2016

| Step | At 1%  |        |        |        |            |
|------|--------|--------|--------|--------|------------|
|      | BA     | BA+20  | MA/MS  | M/20   | Non Degree |
| 0    | 34,713 | 36,449 | 38,184 | 39,920 | 29,680     |
| 1    | 36,067 | 37,976 | 39,885 | 41,621 | 31,242     |
| 2    | 37,421 | 39,503 | 41,586 | 43,322 | 32,457     |
| 3    | 38,774 | 41,031 | 43,287 | 45,023 | 33,672     |
| 4    | 40,128 | 42,558 | 44,988 | 46,724 | 34,887     |
| 5    | 41,482 | 44,086 | 46,689 | 48,425 | 36,102     |
| 6    | 42,836 | 45,613 | 48,390 | 50,126 | 36,102     |
| 7    | 44,190 | 47,140 | 50,091 | 51,827 | 36,102     |
| 8    | 45,543 | 48,668 | 51,792 | 53,527 | 36,102     |
| 9    | 46,897 | 50,195 | 53,493 | 55,228 | 36,102     |
| 10   | 48,251 | 51,722 | 55,194 | 56,929 | 36,102     |
| 11   | 49,605 | 53,250 | 56,895 | 58,630 | 36,102     |
| 12   | 50,959 | 54,777 | 58,596 | 60,331 | 36,102     |
| 13   | 52,312 | 56,304 | 60,296 | 62,032 | 36,102     |
| 14   | 53,666 | 57,832 | 61,997 | 63,733 | 36,102     |
| 15   | 55,020 | 59,359 | 63,698 | 65,434 | 36,102     |
| 16   | 55,020 | 59,359 | 63,698 | 65,434 | 36,102     |
| 17   | 55,020 | 59,359 | 63,698 | 65,434 | 36,102     |
| 18   | 55,020 | 59,359 | 63,698 | 65,434 | 36,102     |
| 19   | 55,020 | 59,359 | 63,698 | 65,434 | 36,102     |
| 20   | 56,374 | 60,887 | 65,399 | 67,135 | 36,102     |
| 21   | 56,374 | 60,887 | 65,399 | 67,135 | 36,102     |
| 22   | 56,374 | 60,887 | 65,399 | 67,135 | 36,102     |
| 23   | 56,374 | 60,887 | 65,399 | 67,135 | 36,102     |
| 24   | 56,374 | 60,887 | 65,399 | 67,135 | 36,102     |
| 25   | 57,728 | 62,414 | 67,100 | 68,836 | 36,102     |
| 26   | 57,728 | 62,414 | 67,100 | 68,836 | 36,102     |
| 27   | 58,422 | 63,108 | 67,794 | 69,530 | 36,102     |
| 28   | 58,422 | 63,108 | 67,794 | 69,530 | 36,102     |
| 29   | 58,422 | 63,108 | 67,794 | 69,530 | 36,102     |
| 30   | 58,422 | 63,108 | 67,794 | 69,530 | 36,102     |
| 31   | 58,422 | 63,108 | 67,794 | 69,530 | 36,102     |
| 32   | 58,422 | 63,108 | 67,794 | 69,530 | 36,102     |
| 33   | 58,422 | 63,108 | 67,794 | 69,530 | 36,102     |
| 34   | 58,422 | 63,108 | 67,794 | 69,530 | 36,102     |
| 35   | 58,422 | 63,108 | 67,794 | 69,530 | 36,102     |

Teacher Tutor hourly rate

| FY13 | FY14  | FY15  | FY16  |
|------|-------|-------|-------|
|      | 19.36 | 19.55 | 19.75 |
|      |       |       | 19.95 |

**ARTICLE 19. SUPPLEMENTALS**

**A. Athletic and Extracurricular Salary Schedule**  
**(Numbers are % of BA-0 Step Base)**

|  | <u>1<sup>st</sup></u>               | <u>2<sup>nd</sup></u> | <u>3<sup>rd</sup></u> | <u>5<sup>th</sup></u> | <u>10<sup>th</sup></u> |
|--|-------------------------------------|-----------------------|-----------------------|-----------------------|------------------------|
| <u>Football</u>                                  |                                     |                       |                       |                       |                        |
| HS Head Coach                                    | 14.5                                | 16.5                  | 18.5                  | 20.5                  | 22.5                   |
| HS Assistant Coach (4)                           | 8.5                                 | 9.5                   | 10.5                  | 11.5                  | 12.5                   |
| Freshman (2)                                     | 7.5                                 | 8.5                   | 9.5                   | 10.5                  | 11.5                   |
| 7/8 Head Grade Coach (2)                         | 7.5                                 | 8.5                   | 9.5                   | 10.5                  | 11.5                   |
|  | (Increases in effect with new hire) |                       |                       |                       |                        |
| 7/8 Grade Assistant Coach (2)<br>(with new hire) | 5.5                                 | 6.5                   | 7.5                   | 8.5                   | 9.5                    |
| <u>Basketball</u>                                |                                     |                       |                       |                       |                        |
| HS Boys Head Coach                               | 14.5                                | 16.5                  | 18.5                  | 20.5                  | 22.5                   |
| HS Boys Assistant Coach (2)                      | 8.5                                 | 9.5                   | 10.5                  | 11.5                  | 12.5                   |
| Freshman Boys Coach                              | 7.5                                 | 8.5                   | 9.5                   | 10.5                  | 11.5                   |
| 7/8 Grade Boys Coach (2)                         | 7.5                                 | 8.5                   | 9.5                   | 10.5                  | 11.5                   |
| 5th/6th Grade Boys Coach (2)                     | 4.5                                 | 5.5                   | 6.5                   | 7.5                   | 8.5                    |
| HS Girls Head Coach                              | 14.5                                | 16.5                  | 18.5                  | 20.5                  | 22.5                   |
| HS Girls Assistant Coach (2)                     | 8.5                                 | 9.5                   | 10.5                  | 11.5                  | 12.5                   |
| Freshman Girls Coach                             | 7.5                                 | 8.5                   | 9.5                   | 10.5                  | 11.5                   |
| 7/8 Grade Girls Coach (2)                        | 7.5                                 | 8.5                   | 9.5                   | 10.5                  | 11.5                   |
| 5th/6th Grade Girls Coach (2)                    | 4.5                                 | 5.5                   | 6.5                   | 7.5                   | 8.5                    |
| MS Asst. Boys Basketball Coach (2)               | 4.5                                 | 5.5                   | 6.5                   | 7.5                   | 8.5                    |
| MS Asst. Girls Basketball Coach (2)              | 4.5                                 | 5.5                   | 6.5                   | 7.5                   | 8.5                    |
| <u>Baseball</u>                                  |                                     |                       |                       |                       |                        |
| HS Head Coach                                    | 8.5                                 | 10.5                  | 12.5                  | 14.5                  | 16.5                   |
| HS Assistant Coach (2)                           | 5.5                                 | 6.5                   | 7.5                   | 8.5                   | 9.5                    |
| 7/8 Grade Coach                                  | 5.5                                 | 6.5                   | 7.5                   | 8.5                   | 9.5                    |
| HS Freshman Coach                                | 5.5                                 | 6.5                   | 7.5                   | 8.5                   | 9.5                    |
| <u>Track</u>                                     |                                     |                       |                       |                       |                        |
| HS Boys Coach                                    | 8.0                                 | 10.0                  | 12.0                  | 14.0                  | 16.0                   |
| 7/8 Grade Boys Coach                             | 5.0                                 | 6.0                   | 7.0                   | 8.0                   | 9.0                    |
| HS Girls Coach                                   | 8.0                                 | 10.0                  | 12.0                  | 14.0                  | 16.0                   |
| 7/8 Girls Coach                                  | 5.0                                 | 6.0                   | 7.0                   | 8.0                   | 9.0                    |
| HS Assistant Coach (3)                           | 5.0                                 | 6.0                   | 7.0                   | 8.0                   | 9.0                    |
| MS Assistant Coach (2)                           | 2.5                                 | 3.5                   | 4.5                   | 5.5                   | 6.5                    |
| Cross Country                                    | 5.5                                 | 6.5                   | 7.5                   | 8.5                   | 9.5                    |
| <u>Soccer</u>                                    |                                     |                       |                       |                       |                        |
| HS Boys' Head Coach                              | 8.5                                 | 10.5                  | 12.5                  | 14.5                  | 16.5                   |
| HS Boys' Assistant Coach                         | 5.5                                 | 6.5                   | 7.5                   | 8.5                   | 9.5                    |
| HS Girls Head Coach                              | 8.5                                 | 10.5                  | 12.5                  | 14.5                  | 16.5                   |
| HS Girls Assistant Coach                         | 5.5                                 | 6.5                   | 7.5                   | 8.5                   | 9.5                    |

|   | <u>1<sup>st</sup></u>     | <u>2<sup>nd</sup></u> | <u>3<sup>rd</sup></u> | <u>5<sup>th</sup></u> | <u>10<sup>th</sup></u> |
|---|---------------------------|-----------------------|-----------------------|-----------------------|------------------------|
| <u>Weight Room Supervisor</u>               |                           |                       |                       |                       |                        |
| Weight Room Supervisor Fall                 | 1.0                       | 1.5                   | 2.0                   | 2.5                   | 2.5                    |
| Weight Room Supervisor Winter               | 1.0                       | 1.5                   | 2.0                   | 2.5                   | 2.5                    |
| Weight Room Supervisor Spring               | 1.0                       | 1.5                   | 2.0                   | 2.5                   | 2.5                    |
| Weight Room Supervisor Summer               | 1.0                       | 1.5                   | 2.0                   | 2.5                   | 2.5                    |
| <u>Wrestling</u>                            |                           |                       |                       |                       |                        |
| HS Head Coach                               | 9.5                       | 11.5                  | 13.5                  | 15.5                  | 17.5                   |
| HS Assistant Coach                          | 6.5                       | 7.5                   | 8.5                   | 9.5                   | 10.5                   |
| HS Assistant Coach                          | 6.5                       | 7.5                   | 8.5                   | 9.5                   | 10.5                   |
| 7/8 Grade Head Coach                        | 6.5                       | 7.5                   | 8.5                   | 9.5                   | 10.5                   |
| 7/8 Grade Assistant Coach                   | 4.5                       | 5.5                   | 6.5                   | 7.5                   | 8.5                    |
|   | (In effect with new hire) |                       |                       |                       |                        |
| 5/6 <sup>th</sup> Grade Wrestling Coach (2) | 4.5                       | 5.4                   | 6.5                   | 7.5                   | 8.5                    |
| <u>Golf</u>                                 |                           |                       |                       |                       |                        |
| Head Coach                                  | 6.5                       | 7.5                   | 8.5                   | 9.5                   | 10.5                   |
| Assistant Coach                             | 3.0                       | 4.0                   | 5.0                   | 6.0                   | 7.0                    |
| <u>Girls Softball</u>                       |                           |                       |                       |                       |                        |
| HS Head Coach                               | 8.5                       | 10.5                  | 12.5                  | 14.5                  | 16.5                   |
| HS Assistant Coach (2)                      | 5.5                       | 6.5                   | 7.5                   | 8.5                   | 9.5                    |
| HS Freshman Coach                           | 5.5                       | 6.5                   | 7.5                   | 8.5                   | 9.5                    |
| 7/8 Grade Softball Coach                    | 5.5                       | 6.5                   | 7.5                   | 8.5                   | 9.5                    |
| <u>Girls Volleyball</u>                     |                           |                       |                       |                       |                        |
| HS Head Coach                               | 8.5                       | 10.5                  | 12.5                  | 14.5                  | 16.5                   |
| HS Assistant Coach                          | 5.5                       | 6.5                   | 7.5                   | 8.5                   | 9.5                    |
| Freshman Coach                              | 5.5                       | 6.5                   | 7.5                   | 8.5                   | 9.5                    |
| 7/8 Grade Coach (2)                         | 5.5                       | 6.5                   | 7.5                   | 8.5                   | 9.5                    |
| <u>Cheerleader Advisor</u>                  |                           |                       |                       |                       |                        |
| HS Varsity (Fall)                           | 6.5                       | 7.5                   | 8.5                   | 9.5                   | 10.5                   |
| HS Varsity (Winter)                         | 6.5                       | 7.5                   | 8.5                   | 9.5                   | 10.5                   |
| HS Reserve Coach (Fall)                     | 4.5                       | 5.5                   | 6.5                   | 7.5                   | 8.5                    |
| HS Reserve Coach (Winter)                   | 4.5                       | 5.5                   | 6.5                   | 7.5                   | 8.5                    |
| HS Freshman (Fall)                          | 3.5                       | 4.5                   | 5.5                   | 6.5                   | 7.5                    |
| Freshman Coach (Winter)                     | 3.5                       | 4.5                   | 5.5                   | 6.5                   | 7.5                    |
| 8 Grade Advisor                             | 3.5                       | 4.5                   | 5.5                   | 6.5                   | 7.5                    |
| 7 Grade Advisor                             | 3.5                       | 4.5                   | 5.5                   | 6.5                   | 7.5                    |
| Faculty Manager (HS-2)                      | 8.5                       | 10.5                  | 12.5                  | 14.5                  | 16.5                   |
| MS Athletic Director                        | 8.5                       | 9.5                   | 10.5                  | 11.5                  | 12.5                   |
| STARS                                       | 2.0                       |                       |                       |                       |                        |

|   | <u>1<sup>st</sup></u> | <u>2<sup>nd</sup></u> | <u>3<sup>rd</sup></u> | <u>5<sup>th</sup></u> | <u>10<sup>th</sup></u> |
|---|-----------------------|-----------------------|-----------------------|-----------------------|------------------------|
| Band Director   | 8.5                   | 10.5                  | 12.5                  | 14.5                  | 16.5                   |
| Assistant Band Director                                   | 4.0                   | 4.75                  | 5.25                  | 6.0                   | 6.5                    |
| Pep Band  | 2.0                   | 3.0                   | 4.0                   | 5.0                   | 6.0                    |
| Majorette Advisor   | 2.0                   | 2.25                  | 2.75                  | 3.0                   | 3.5                    |
| Flagline Advisor  | 2.0                   | 3.0                   | 4.0                   | 5.0                   | 6.0                    |
| Dalton Ensemble Supervisor                                | 2.0                   |                       |                       |                       |                        |
| Elementary Evening Music Prog (3)                         | 0.75                  |                       |                       |                       |                        |
| Vocal Music   | 2.0                   | 3.0                   | 4.0                   | 5.0                   | 6.0                    |
| Show Choir  | 2.0                   | 3.0                   | 4.0                   | 5.0                   | 6.0                    |
| Annual Advisor  | 3.0                   |                       |                       |                       |                        |
| HS Newspaper Advisor                                      | 1.5                   |                       |                       |                       |                        |
| HS Student Council Advisor                                | 2.0                   | 3.0                   | 4.0                   | 5.0                   | 6.0                    |
| MS Student Council Advisor                                | 1.5                   | 1.75                  | 2.25                  | 2.5                   | 3.0                    |
| MS Academic Challenge                                     | 1.0                   |                       |                       |                       |                        |
| HS Academic Challenge                                     | 1.0                   | 1.25                  | 1.75                  | 2.0                   | 2.5                    |
| MS Dram Director  | 2.0                   |                       |                       |                       |                        |
| MS Drama Assistant  | \$200/Performance     |                       |                       |                       |                        |
| Director Spring Production                                | 4.0                   | 4.5                   | 5.5                   | 6.0                   | 7.0                    |
| Assistant Director HS                                     | 2.0                   |                       |                       |                       |                        |
| National Honor Society Advisor (2)                        | 1.0                   |                       |                       |                       |                        |
| Drama/Thespian Club Advisor<br>(includes Children's Play) | 1.5                   |                       |                       |                       |                        |
| HS Stage Coordinator                                      | 2.0                   |                       |                       |                       |                        |
| Newsletter  | 1.75 per issue        |                       |                       |                       |                        |
| Foreign Language Club                                     | 1.0                   |                       |                       |                       |                        |
| Director of One Acts                                      | 2.0                   | 2.25                  | 2.75                  | 3.0                   | 3.5                    |
| Asst. Director of One Acts                                | \$200/Performance     |                       |                       |                       |                        |
| Freshman Class Advisor (1)                                | 1.0                   |                       |                       |                       |                        |
| Sophomore Class Advisor (1)                               | 1.0                   |                       |                       |                       |                        |
| Junior Class Advisor (2)                                  | 2.0                   |                       |                       |                       |                        |
| Senior Class Advisor (2)                                  | 1.0                   |                       |                       |                       |                        |
| Department Heads (per Dept Head)                          | 1.0                   |                       |                       |                       |                        |

|                                       |                                   |
|---------------------------------------|-----------------------------------|
| Grant Writer                          | 1.0                               |
| Science Fair Advisor (1 per building) | 1.0                               |
| Robotics (2)                          | 1.0                               |
| Art Club Advisor                      | 1.0                               |
| Art Show Advisors (3)                 | .5                                |
| Outdoor Education                     | \$50.00 per night for each person |

Night Field Trips - A bargaining unit member who is not on a supplemental contract for that activity and works an overnight field trip will be compensated at a rate of Fifty Dollars (\$50.00) per night. The overnight field trip must be an academic-oriented student trip. The bargaining unit member's participation in the overnight field trip must be approved in advance by the Building Principal.

HS AV Coordinator One (1) release period

Kindergarten Teachers One release day for new student interviews. Two (2) summer days for the Kindergarten Reading and Language Assessment to be paid at substitute daily rate.

- B. The above are percentages to be multiplied by the BA-0 Step Base Salary.
- C. Department heads will be appointed for departments of more than two (2) employees when adding together Middle School and the High School.
- D. This schedule shall not restrict the Board from adding positions or having the activity. The Board is not required to fill a position unless a teacher is requested to do so and accepts the work assigned.
- E. Requirements for Pupil Activity Supervision 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."

**F. Extended Time**

The following positions will be offered the extended time as indicated. Extended time is at daily rate. Annually, there shall be a report to the Superintendent as how the time was used.

|  |    |
|--|----|
| Agriculture (1 minimum) - to the most senior | 60 |
| Other Agriculture staff                      | 30 |
| HS Guidance                                  | 20 |
| HS/MS Industrial Arts (2)                    | 5  |
| HS Work & Family Life                        | 5  |
| MS Guidance                                  | 10 |
| Elementary Guidance                          | 5  |

|                      |    |
|----------------------|----|
| Marching Band        | 15 |
| HS Athletic Director | 20 |

\*The current status of the two employees receiving extended time for Agriculture (60/30 days) will remain in force until the retirement of the most senior employee. At that time if the vacant position is filled the employees will have the flexibility to divide sixty (60) days and work expectations. If the position is not filled the remaining position will receive sixty (60) days.

## **ARTICLE 20. OTHER INCOME**

### **A. Mileage**

1. The mileage rate will be the highest rate permitted by the IRS for mileage reimbursement without incurring income to the employee, rounded to the next lowest penny per mile.
2. Mileage will be paid for any mileage incurred when:
  - a. attending meetings required by the Administration or County Office;
  - b. any between building travel in the same day as required by the Administration; and
  - c. any required attendance for approved away extracurricular activities, if a bus is not available for transporting students to said activity.

### **B. Severance Pay and Retirement Incentive**

#### 1. Severance Pay

Every bargaining unit member shall be granted severance pay, upon official retirement, in the amount of one-fourth (1/4th) of all unused Sick Leave up to a maximum of sixty- five (65) days. No fractional time in the accumulated Sick Leave [any part of four (4)] will be considered in making this calculation. This is a one-time payment. A bargaining unit member must receive official notification from the respective retirement system and the first check before the Board Treasurer will issue severance pay due. A bargaining unit member must complete the retirement process within nine (9) months of his/her retirement being accepted by the Board to be eligible for severance pay. All severance pay will be deposited into a 403B account with AIG Valic on behalf of the retiree. A retiree who has not attained age 55 upon retirement may make other arrangements. This severance pay will be paid within 75 days of official retirement.

#### 2. Retirement Notification Bonus

A bargaining unit member who provides the Board with notice of his/her resignation for retirement purposes no later than January 31 will receive a retirement notification bonus equivalent to five (5) days compensation at the teacher's per diem.

3. The Article 20 Retirement Notification bonus will be considered part of Severance.

**C. Covering Class Pay**

Any teacher who covers the class(es) of an absent teacher, any study hall teacher who has assigned to his/her study hall a class or part of a class normally assigned to another teacher, any teacher who waive their conference period to supervise testing, or any group of teachers who agree to split a class normally assigned to another teacher shall be paid one-seventh (1/7th) of the substitute teacher's daily rate for each class period (subject area). No payment shall be made for less than thirty (30) minutes of coverage. Teachers who split a class shall equally split the rate paid for the additional assignment. A supplemental contract will be issued to those who volunteer and sign up for the duty. Teachers who perform this duty shall be rotated, if at all possible. Furthermore, this Section is not applicable for situations where two or more teachers, for the convenience of each other, agree to perform this duty.

**D. STRS Pick-Up**

The Board agrees to pick-up (assume and pay) contributions to the State Teachers' Retirement System (STRS) on behalf of the certificated/licensed bargaining unit member at no additional cost to the Board as follows:

1. The amount to be picked-up and paid on behalf of each bargaining unit member shall be equal to that assessed by STRS of the bargaining unit member's compensation. The bargaining unit member'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 bargaining unit members;
3. No bargaining unit member covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Employer pick-up; and
4. The pick-up shall apply to all compensation including supplemental earnings.

**E. Professional Development Plan**

1. The Board shall appropriate for each fiscal year Fifteen Thousand Dollars (\$15,000) to provide special pay to teachers for earned college credit subject to the following conditions:
  - a. The college course must be taken in education, in or toward an area or additional area(s) of any certification/licensure permitted by the Ohio Department of Education or in the specific discipline as currently certified/licensed;
  - b. Available monies shall be provided to pay special pay to qualified teachers on a first-come, first-served basis with a maximum of One Thousand Dollars (\$1,000.00) per teacher per fiscal year. However, first preference (also on a first-come/first-served basis) will go to teachers needing to meet the requirements of the Third Grade Reading Guarantee if they apply for approval by September 1 of each school year. Such monies may be used for tuition, reading workshops or tests designed to provide appropriate credentials to meet the requirements of the Third Grade Reading guarantee. If changes in statute eliminate the need for additional reading qualifications the preference will be eliminated.
  - c. The teacher desiring such special pay must receive approval of the Superintendent on the online form provided for this purpose prior to enrolling in the college course.

Approval is based solely upon compliance with the definition and available monies. Correspondence courses, online, and distance learning classes from accredited universities or colleges are eligible for reimbursement with prior approval of the LPDC as to the rigor of the course.

- d. The teacher shall submit written proof in the form of an official transcript of completed credit at an accredited university with a passing grade to the Superintendent after the conclusion of the quarter (semester) in which the previously approved course was taken. If the teacher is fulfilling Third Grade Reading Requirements other than tuition they will submit the appropriate receipt for the workshop or test they have completed. Furthermore, the teacher will take the responsibility to obtain and turn in such proof in an expeditious and timely manner;
  - e. The reimbursement of a teacher qualified for such special pay shall be increased by the cost of tuition/workshop/testing fees only [not including other fees, parking permit, supplies, and book(s)] approved in accordance with the procedures established herein.
  - f. The reimbursement is to be payable as a single sum in a separate check following presentation of satisfactory evidence that the course work/workshop/testing has been completed and proof of payment;
  - g. Each teacher receiving reimbursement under this Section, prior to his/her receipt of such pay, shall agree that he/she will teach in this District for at least one (1) full school year following receipt of such special pay. If such teacher of his/her own volition fails to teach in the District for the required period, the amount of such reimbursement received during the prior school year shall be deducted from said teacher's final pay.
2. If approved by the Ohio Department of Education and other districts in Wayne County, the Wayne County Inservice Day shall be counted as or towards the required CEU credit for that year. The Board and Administration shall work with and make every reasonable effort to get the Inservice Day approved by the Ohio Department of Education.

**F. Student Teacher Stipend**

Any teacher who agrees to supervise a student teacher shall receive any remuneration or benefit granted by the university including credit vouchers.

**ARTICLE 21. INSURANCES**

**A. Hospitalization and Surgical Insurance**

It is the intent of the Northwestern Board to provide medical insurance the equivalent of the Stark COG Plan.

1. The Board shall pay ninety-two percent (92%) of the single or family plan coverage PPO with coverages listed herein. If both spouses are employed by the Board, then the Board shall pay ninety-two percent (92%) of either two (2) single or one (1) family plan coverage.
2. The Board shall implement a Section 125 Plan with regard to premium payments.

3. The Board shall allow employees to elect to participate in dependent care and medical care Flexible Spending Accounts (FSAs) according to IRS regulations, those cost of which shall be paid by the Board.
4. The District will arrange for an insurance claims person from the medical insurance carrier to be in the District at least one (1) day per month to assist employees with processing claims and answering questions. In lieu of an on-site claims representative, a toll-free contact may be provided.
5. Enrollment

Upon initial employment or other Qualifying Event, and annually thereafter during the open enrollment month of June, employees may elect coverage.

# Preferred Provider Organizations (PPO)

## SCHEDULE OF BENEFITS

Overall Lifetime Maximum Benefits ..... Unlimited

### Calendar Year Deductible

|                  | <b>In Network</b> | <b>Out of Network</b> |
|------------------|-------------------|-----------------------|
| Individual ..... | \$100.00          | \$200.00              |
| Family .....     | \$200.00          | \$400.00              |

### Calendar Year Out of Pocket Amount

|                  | <b>In Network</b> | <b>Out of Network</b> |
|------------------|-------------------|-----------------------|
| Individual ..... | \$ 500.00         | \$1,000.00            |
| Family .....     | \$1,000.00        | \$2,000.00            |

|  |     |     |
|--|-----|-----|
| Co-payment (after the deductible is satisfied) ..... | 90% | 80% |
|--|-----|-----|

### PREVENTIVE CARE

|  |                                    |             |
|--|------------------------------------|-------------|
| Routine Physical Exam .....                    | 100% up to \$200 per Calendar year | Not Covered |
| Routine GYN/Pap Exam .....                     | 100%                               | Not Covered |
| (one per calendar year)                        |                                    |             |
| Routine Mammography .....                      | 100%                               | 80% UCR**   |
| (one per calendar year)                        |                                    |             |
| Prostate Screening .....                       | 100%                               | 80% UCR**   |
| Well Baby Care .....                           | 100%                               | 80% UCR**   |
| (including immunizations up to 9 years of age) | (up to \$1,000 per calendar year)  |             |

### PHYSICIANS OFFICE

|                                  |     |           |
|----------------------------------|-----|-----------|
| Allergy Testing/Injections ..... | 90% | 80% UCR** |
| Visits for Illness .....         | 90% | 80% UCR** |
| Emergency Care .....             | 90% | 80% UCR** |
| Minor Surgery .....              | 90% | 80% UCR** |
| Diagnostic Testing .....         | 90% | 80% UCR** |

|   | <b>In Network</b>                                | <b>Out of Network</b>                                |
|---|--|--|
| Speech/Occupational . . . . .<br>Therapy (illness/injury related)                           | 90%  | 80% UCR**  |
| Physician/Rehabilitative . . . . .<br>Therapy (illness/injury related)                      | 90%  | 80% UCR**  |
| Respiratory Therapy . . . . .   | 90%  | 80% UCR**  |
| <br><b>AFFILIATES</b>   |  |  |
| Chiropractors . . . . .   | 90%  | 80% UCR**  |
| Podiatrists . . . . .   | 90%  | 80% UCR**  |
| <br><b>MENTAL HEALTH (not biologically based mental illness)</b>                            |  |  |
| Outpatient Psychotherapy . . . . .  | 90%<br>(up to 30 visits<br>per year)             | 80% UCR**<br>(up to 15 visits<br>per year)           |
| <br><b>ALCOHOL/SUBSTANCE ABUSE</b>  |  |  |
| Outpatient Psychotherapy . . . . .  | 90%<br>(up to 30 visits<br>per calendar<br>year) | 80% UCR**<br>(up to 15 visits<br>per year)           |
| <br><b>MENTAL HEALTH/ALCOHOL (not biologically based mental<br/>Illness)SUBSTANCE ABUSE</b> |  |  |
| Inpatient Care . . . . .  | 90%<br>(up to 45 days<br>per calendar<br>year)   | 80% UCR**<br>(up to 31 days<br>per calendar<br>year) |
| <b>Routine Colonoscopy</b> . . . . .<br>(age 50 – every 10 years)                           | 90%  | 80% UCR**  |

Beginning at age 50, men and women who are at average risk for developing colorectal cancer should have 1 of the 5 screening options below:

- A fecal occult bold test (FOBT)\* or fecal Immunochemical test (FIT)\* every year\*\*, OR
- Flexible sigmoidoscopy every 5 years, OR
- AN FOBT\*\* or FIT\* every year plus flexible sigmoidoscopy every 5 years\*\*, OR

(Of these first 3 options, the combination of FOBT or FIT every year Plus Flexible sigmoidoscopy every 5 years is preferable.)

- Double-contrast barium enema every 5 years\*\*, OR
- Colonoscopy every 10 years

\* For FOBT or FIT, the take-home multiple sample method should be used.

\*\*Colonoscopy should be done if the FOBT or FIT shows blood in the stool, if sigmoidoscopy results show a polyp, or if double-contrast barium enema studies show anything abnormal. If possible, polyps should be removed during the colonoscopy.

**\*\*The level of benefits payable under these Plans depends upon whether you choose to obtain medical care from an In-Network or Out-of-Network Provider. The plan encourages you to utilize Network Providers in order to receive the highest level of benefits payable. Network Providers will not hold you responsible for amounts exceeding the negotiated amounts.**

## **B. Preferred Provider - Prescription Drugs**

It is the intent of the Northwestern board to provide prescription drug insurance the equivalent of the Stark COG Plan.

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

## **C. Life Insurance**

1. The Board will provide and pay premium for a Seventy Thousand Dollar (\$70,000) Term Life Insurance Policy, including Accidental Death and Dismemberment, for each full-time certificated/licensed bargaining unit member. Teachers may purchase additional term life insurance at the Board rate, if approved by the carrier. Teachers working less than six-tenths (0.6) of a day will receive one-half (1/2) of the above amount paid by the Board.
2. Upon cessation of employment, the bargaining unit member shall have the option of converting his/her policy to individual coverage by complying with the terms of the conversion privilege in the insurance contract.

## **D. Dental Insurance**

Single and family coverage dental insurance of no less coverage than the coverages below will be provided and the Board will pay ninety-two percent (92%) for single or family plan coverage. The

coverage may be increased so long as the cost of the premium does not increase.

1. Class I - Preventative: 100% No Deductible  
Class II - Minor Restorative: 80% Deductible  
Class III - Dentures and Major Restorative: 50% Deductible  
Class IV - Orthodontics with a \$750.00 lifetime limit per person:  
50% Deductible
2. There is an annual insurance payment limit of One Thousand Dollars (\$1,000) for Classes I, II, and III combined.

**E. Liability Insurance**

1. The Board agrees to purchase a liability plan insurance for each bargaining unit member that is eligible.
2. The Board, under Ohio's Sovereign Immunity Law (ORC 2744), shall assume liability incurred by a bargaining unit member while acting in the scope of his/her employment.

**F. Prorated Insurance**

Teachers working over four (4) hours per day shall receive one hundred percent (100%) of the benefits listed in this Article. Teachers working four (4) hours or less per day shall have the Board's share of premiums prorated on an hourly basis based on a ratio to six (6). Teachers must work at least two (2) hours per day or ten (10) hours per week to have the Board pay for any insurance benefits.

**ARTICLE 22. TUTORS**

**A. Specific Limitations**

A tutor's rights and benefits under this Contract are limited as follows:

1. Contracts (Article 10)  

Tutors shall be employed on an hourly, as needed basis and shall not be eligible for multi-year limited or continuing contracts. The tutor contract form is attached as Appendix H.
2. Salary (Article 19)
  - a. The tutor's hourly rate of pay will be Nineteen Dollars and Thirty-six Cents (\$19.36) per hour effective July 1, 2013, and shall increase each year the same percent as the teacher's salary schedule base salary.

| <u>Fiscal Year 2014</u> | <u>Fiscal Year 2015</u> | <u>Fiscal Year 2016</u> |
|-------------------------|-------------------------|-------------------------|
| <u>\$19.55</u>          | <u>\$19.75</u>          | <u>\$19.95</u>          |

- b. This pay will be forthcoming for each hour scheduled with students, regardless of student attendance, and each hour required to attend meetings with Administrators, teachers, or parents. Hours scheduled shall be to the next highest half-hour for pay purposes.
- c. Pay will be biweekly and shall be completed by June 30 of each school year.

3. Sick Leave Accrual (Article 15/A)

Tutors shall accrue Sick Leave at the rate of six and four-tenths (6.4) hours of Sick Leave for each eighty (80) hours of service and shall use Sick Leave on an hourly basis.

4. Personal Leave Accrual (Article 15/C)

Tutors shall accrue Personal Leave at the rate of one and one-half (1.3) hours of Personal Leave for each eighty (80) hours of service and shall use Personal Leave on an hourly basis.

5. Insurance (Article 21)

Tutors working an average of at least eleven (11) hours per week shall have the right to any and all insurances he/she selects annually by notifying the Treasurer in writing. However, the Board is only obligated to pay a prorated portion of what is paid for teachers. Prorations shall be based on the average weekly hours scheduled as compared to thirty-two and three-quarters (32.75) hours [if paid for planning time] or twenty-nine (29) hours [if not paid for planning time] being full-time. Tutors shall have their portion deducted by payroll deduction from each pay. Tutors with less than eleven (11) hours per week may purchase all insurances at the Board's full rate.

6. Evaluations (Article 12)

Tutors will receive at least one (1) formal evaluation during the term of their limited contract. To the extent feasible, the evaluation will encompass similar areas of concern as those contained in Appendix F.

**B. General Exclusions**

The rights and benefits conferred by the following Articles shall not be available to tutors:

- 1. Article 5, Sections B, C, and D, only;
- 2. Article 11;
- 3. Article 14;
- 4. Article 15, Section D, and
- 5. Article 17, Section A, only.

## **ARTICLE 23. LIABILITY SETTLEMENTS**

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

## **ARTICLE 24. REEMPLOYMENT OF RETIRED TEACHERS**

A teacher retired under the State Teachers Retirement System ("Previously Retired Teacher" or "PRT") may be employed/reemployed under the following conditions:

- A.** The Board is under no obligation to employ any retired teacher and there is no expectation of reemployment when a teacher retires from the Northwestern Local School District. PRTs who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. PRTs who previously worked in the District are not guaranteed a particular assignment upon reemployment. PRTs will be assigned to positions that are within their certification/ licensure area(s).
- B.** A position vacated by a retired teacher will not be posted as provided under Article 11 if that teacher is re-employed under this Article. The teacher will be re-employed in his/her prior position.
- C.** PRTs will have no rights under the transfer and vacancy provisions of the Negotiated Agreement.
- D.** For purposes of salary schedule placement, a PRT will be granted at least five (5) years and no more than ten (10) years service credit upon initial employment (or reemployment) at the discretion of the Board.
- E.** Upon employment, PRTs will be given full credit for their educational level.
- F.** If the PRT is not eligible to participate in the STRS health insurance program, the retired teacher may participate in the District's health insurance program and the Board shall pay for a single health insurance benefit plan. The PRT may purchase the family plan by paying the difference between the single and family premiums. The PRT may also participate in the District's dental and life insurance programs at his/her own expense. All payments will be made through payroll deduction.
- G.** PRTs will be awarded one (1) year contracts that will automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11 and 3319.111. For the purpose of PRTs, the parties expressly agree that this provision supersedes and replaces ORC 3319.11 and 3319.111.
- H.** PRTs will be evaluated in accordance with the terms of the Negotiated Agreement.
- I.** In the event that a reduction in force occurs during the period in which a teacher is first re-employed under this Article, the teacher will be reflected on the seniority list as maintaining the same seniority as if there had been no break in service for purposes of the order of reduction.

Should the teacher remain re-employed beyond the original one year limited contract, seniority for

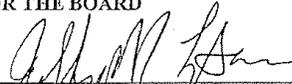
PRTs returning to service with the Board after retirement will return to zero (0) years and remain at zero (0) years for the PRT's entire "post-retirement" tenure [i.e. the PRT shall remain at the bottom of the RIF list]. In the event of a reduction in force, the PRT will not have any of the bumping and/or recall rights set forth in the Negotiated Agreement.

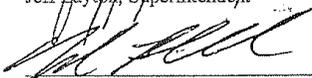
- J. PRTs are not eligible for severance pay for accumulated Sick Leave and may not participate in any future retirement incentive programs.
- K. PRTs will be eligible to accumulate Sick Leave. Sick Leave shall commence at zero (0) days for PRTs. PRTs shall earn one and one-quarter (1-1/4) days of Sick Leave per month for the duration of their reemployment. PRTs may request an advance of up to five (5) days of Sick Leave, if necessary. PRTs must reimburse the Board for any advanced Sick Leave which is not earned at the time the PRT severs his/her employment with the District. The parties expressly agree that this provision supersedes and replaces ORC 3319.141.
- L. PRTs may not be considered for supplemental contract positions if qualified non-retired teachers apply.
- M. Subject to these provisions, PRTs are part of the bargaining unit.
- N. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Negotiated Agreement.

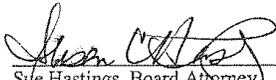
#### **ARTICLE 25. DURATION AND INTENT**

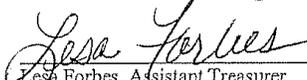
- A. This Contract and the appendices hereto constitute the whole agreement between the Board and the Association and shall become effective July 1, 2013, and shall remain in full force and effect through June 30, 2016.
- B. If any Court of controlling jurisdiction orders nullification of any Section of this Contract or such would be required by statute, then that portion (section) shall be deemed null and void and the parties shall meet in an attempt to work out an alternative solution.
- C. The Board and the Association acknowledge that during the negotiations which preceded this Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of the Collective Bargaining Law and that all the understanding and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in the written provisions of this Contract. Any matter affecting the members of the bargaining unit not changed by this Contract will remain unchanged for the period of this Contract except as changed by agreement of the Board and the Association.
- D. Both parties and their constituents agree to comply with the provisions of this Contract. This Contract shall be the base for future agreements; therefore, any item not changed by mutual agreement will automatically carry forward in writing to the next Contract.
- E. This Contract has been adopted by the parties who authorize their representative to sign below:

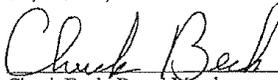
**FOR THE BOARD**

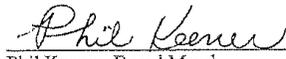
  
\_\_\_\_\_  
Jeff Layton, Superintendent

  
\_\_\_\_\_  
Mike Burkholder, Principal

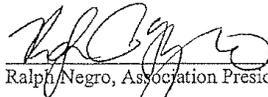
  
\_\_\_\_\_  
Sue Hastings, Board Attorney

  
\_\_\_\_\_  
Lesa Forbes, Assistant Treasurer

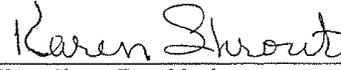
  
\_\_\_\_\_  
Chuck Beck, Board Member

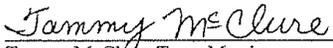
  
\_\_\_\_\_  
Phil Keener, Board Member

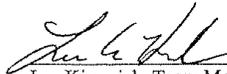
**FOR THE ASSOCIATION**

  
\_\_\_\_\_  
Ralph Negro, Association President

  
\_\_\_\_\_  
Tom Ryder, Team Member

  
\_\_\_\_\_  
Karen ShROUT, Team Member

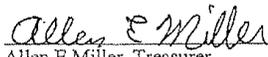
  
\_\_\_\_\_  
Tammy McClure, Team Member

  
\_\_\_\_\_  
Lee Kimmich, Team Member

  
\_\_\_\_\_  
LaVonne Lobert-Edmo, LRC

This Contract and its Appendices were adopted  
By the Board at its meeting on April 22, 2013

Resolution 81-13

  
\_\_\_\_\_  
Allen E Miller, Treasurer

This Contract and its Appendices were  
Adopted by the Association by written  
Ballot counted on \_\_\_\_\_, 2013.

\_\_\_\_\_  
Secretary

Statement of Intent  
Between  
Northwestern Local Employees Association/OEA/NEA UNIT #1  
And the  
Northwestern Local Board of Education

It is the intent of the Northwestern Local Board of Education and the Northwestern Local Employees Association /OEA/NEA Unit #1 to meet jointly to create the Master Teacher Program if that program is to be instituted during the terms of this Negotiated Agreement (July 1, 2009 - June 30, 2010).

|  |                          |  |                          |
|--|--------------------------|--|--------------------------|
| <br>_____<br>Superintendent<br>For the Board | 5/12/09<br>_____<br>Date | <br>_____<br>President<br>For the Association | 5/12/09<br>_____<br>Date |
|--|--------------------------|--|--------------------------|

NORTHWESTERN LOCAL SCHOOLS  
GRIEVANCE FORM

Step \_\_\_\_\_

Date Filed This Step \_\_\_\_\_

Name(s) of Aggrieved \_\_\_\_\_

Alleged Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Aggrieved \_\_\_\_\_

\*\*\*\*\*

Disposition Rendered At This Step \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Person Rendering Decision \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

Attach additional pages if necessary to complete any Section.

NORTHWESTERN LOCAL SCHOOLS  
7571 N. Elyria Road  
West Salem, Ohio 44287  
TEACHER'S CONTRACT: \_\_\_\_\_ YEAR LIMITED

AN AGREEMENT entered into between \_\_\_\_\_, hereinafter referred to as "teacher," of Wayne County, Ohio, and the BOARD OF EDUCATION of the Northwestern Local School District in Wayne County, Ohio: the said teacher hereby agrees to teach in the Public Schools of said District for the \_\_\_\_\_ school year(s).

Said teacher further agrees to abide by and maintain the rules and regulations for the government of the schools of the said District.

IN CONSIDERATION OF AND for such services, said Board of Education agrees to pay, at the Office of its Treasurer, to said Teacher, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), annual salary.

Entered into at West Salem, Wayne County, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

This Contract is effective \_\_\_\_\_  
Teacher

and is based on \_\_\_\_\_ days. Northwestern Board of Education

Training \_\_\_\_\_  
President

Experience \_\_\_\_\_  
Total

Explanation of Experience: \_\_\_\_\_  
Treasurer

Teaching\_\_\_\_ Service Credit\_\_\_\_

KEEP ORIGINAL FOR YOUR RECORDS; RETURN COPY TO THE TREASURER.

**NORTHWESTERN LOCAL SCHOOLS  
7571 N. Elyria Road  
West Salem, Ohio 44287  
TEACHER'S CONTRACT: CONTINUING**

AN AGREEMENT entered into between \_\_\_\_\_, hereinafter referred to as "teacher," of Wayne County, Ohio, and the BOARD OF EDUCATION of the Northwestern Local School District in Wayne County, Ohio: the said teacher hereby agrees to teach in the Public Schools of said District from the date of this Contract until he/she resigns, elects to retire, is retired pursuant to ORC 3307.37, or until said Contract is terminated or suspended as provided by law.

Said teacher further agrees to abide by and maintain the rules and regulations for the government of the schools of the said District.

IN CONSIDERATION OF AND for such services, said Board of Education agrees to pay, at the Office of its Treasurer, to said Teacher, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), annual salary.

Entered into at West Salem, Wayne County, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

|                               |                                 |
|-------------------------------|---------------------------------|
| This Contract is effective    | _____                           |
| _____                         | Teacher                         |
| and is based on _____ days.   | Northwestern Board of Education |
| Training _____                | _____                           |
| Experience _____              | President                       |
| Total _____                   | _____                           |
| Explanation of Experience:    | Treasurer                       |
| Teaching___ Service Credit___ |                                 |

KEEP ORIGINAL FOR YOUR RECORDS; RETURN COPY TO THE TREASURER.

NORTHWESTERN LOCAL SCHOOLS  
7571 N. Elyria Road  
West Salem, Ohio 44287

LIMITED CONTRACT FOR SUPPLEMENTAL DUTIES

THIS AGREEMENT entered into between \_\_\_\_\_ and the BOARD OF EDUCATION of the Northwestern Local School District in Wayne County, Ohio. The said \_\_\_\_\_ hereby agrees to perform supplementary services described below for the school year \_\_\_\_\_, and will conduct such service under guidelines established by the Northwestern Local Board of Education.

Services to be performed and salary received is as follows: \_\_\_\_\_

It is clearly understood that the \_\_\_\_\_% deduction for the State Teachers Retirement System or the School Employees Retirement System is a part of this Contract.

Entered into at West Salem, Wayne County, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Teacher

Northwestern Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer

KEEP ORIGINAL FOR YOUR RECORDS; RETURN COPY TO THE TREASURER.

NORTHWESTERN LOCAL SCHOOLS  
7571 N. Elyria Road  
West Salem, Ohio 44287

SALARY NOTIFICATION: CERTIFICATED STAFF

To \_\_\_\_\_ Date \_\_\_\_\_

In accordance with ORC 3319.12, you are hereby notified that your salary for the school year \_\_\_\_\_ will be \_\_\_\_\_ (\$ \_\_\_\_\_) beginning \_\_\_\_\_ and ending \_\_\_\_\_.

Basis of Compensation: Northwestern Board of Education

Degree Status \_\_\_\_\_  
\_\_\_\_\_  
President

Regular Service Credit \_\_\_\_\_  
\_\_\_\_\_  
Treasurer

Military Service Credit \_\_\_\_\_

Total Years: \_\_\_\_\_

**Pre-Observation Conference:**

At a minimum, all teachers should bring the following to their pre-observation conference meeting:

- The *Pre-Observation Planning and Lesson Reflection Form* with the left side completed
- The lesson plan for the lesson to be observed

These will serve as the basis of the content of the pre-observation conference discussion.

These documents will be helpful to make the evaluation transparent and provide teachers with detailed insight into the criteria for evaluation.

During the pre-observation conference, questions like the following will be helpful for evaluators to better understand the teacher's instructional planning process and thinking:

- What are the demographics of the student population in the classroom?
- What is known about the level of students in terms of their skills and content knowledge?
- How do these demographics and assessment data translate into specific student needs?
- How will the planned instruction meet the needs of these students?
- What are the teacher's strengths to meet the needs of these students?
- What can the teacher do (areas for growth) to better meet these student needs?

As a result of the conference, teachers may make revisions to the *Pre-Observation Planning and Lesson Reflection Form*.

**Pre/Post-Observation Planning and Lesson Reflection Form**

**Teacher Name** \_\_\_\_\_

**Directions to Teachers:**

**Complete left side of form (as a guide) prior to the lesson to be observed. Questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation. You may attach lesson or unit plans. Provide evaluator with copy of this form to be used for discussion during pre-observation conference and reference during classroom observation.**

**Complete the right side of this form following the lesson that was observed. Use this form to reflect on the lesson, and take a copy to your evaluator to be used for discussion during the post-observation conference.**

|             |   | <u>Planning (Pre-Observation)</u> | <u>Reflection (Post-Observation)</u> | <u>Performance Rating</u> |
|-------------|---|-----------------------------------|--------------------------------------|---------------------------|
| <b>PLAN</b> | <b><u>FOCUS (Standard 4: Instruction)</u></b> <ul style="list-style-type: none"> <li><u>What is the focus for the lesson?</u></li> <li><u>What content will students know/understand? What skills will they demonstrate?</u></li> <li><u>What standards are addressed in the planned instruction?</u></li> <li><u>Why is this learning important?</u></li> </ul>  |                                   |                                      |                           |
|             | <b><u>ASSESSMENT DATA (Standard 3: Assessment)</u></b> <ul style="list-style-type: none"> <li><u>What assessment data was examined to inform this lesson planning?</u></li> <li><u>What does pre-assessment data indicate about student learning needs?</u></li> </ul>  |                                   |                                      |                           |
|             | <b><u>PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS (Standard 1: Students / Standard 2: Content / Standard 4: Instruction)</u></b> <ul style="list-style-type: none"> <li><u>What prior knowledge do students need?</u></li> <li><u>What are the connections to previous and future learning?</u></li> <li><u>How does this lesson connect to students' real-life experiences and/or possible careers?</u></li> <li><u>How does it connect to other disciplines?</u></li> </ul> |                                   |                                      |                           |

**Pre-Observation Planning and Lesson Reflection Form (page 2)**

|       |   | <u>Planning (Pre-Observation)</u> | <u>Evidence (Post-Observation)</u> | <u>Performance Rating</u> |
|-------|---|-----------------------------------|------------------------------------|---------------------------|
| PLAN  | <b><u>KNOWLEDGE OF STUDENTS (Standard 1: Students)</u></b> <ul style="list-style-type: none"> <li>• <u>What should the evaluator know about the student population? (See <i>Data Measures Inventory for the Classroom</i>)</u></li> <li>• <u>How is this a developmentally appropriate learning activity?</u></li> </ul>  |                                   |                                    |                           |
|       | <b><u>LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)</u></b> <ul style="list-style-type: none"> <li>• <u>How will the goals for learning be communicated to students?</u></li> <li>• <u>What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?</u></li> <li>• <u>What strategies will be used to make sure all students achieve lesson goals?</u></li> <li>• <u>How will content-specific concepts, assumptions, and skills be taught?</u></li> </ul> |                                   |                                    |                           |
| TEACH | <b><u>DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)</u></b> <ul style="list-style-type: none"> <li>• <u>How will the instructional strategies address all students' learning needs?</u></li> <li>• <u>How will the lesson engage and challenge students of all levels?</u></li> <li>• <u>How will developmental gaps be addressed?</u></li> </ul>  |                                   |                                    |                           |

**Pre-Observation Planning and Lesson Reflection Form (page 3)**

|               |   | <u>Planning (Pre-Observation)</u> | <u>Evidence (Post-Observation)</u> | <u>Performance Rating</u> |
|---------------|---|-----------------------------------|------------------------------------|---------------------------|
| <b>TEACH</b>  | <b><u>RESOURCES (Standard 2: Content / Standard 4: Instruction)</u></b> <ul style="list-style-type: none"> <li>• <u>What resources/materials will be used in instruction?</u></li> <li>• <u>How will technology be integrated into lesson delivery?</u></li> </ul>  |                                   |                                    |                           |
|               | <b><u>CLASSROOM ENVIRONMENT (Standard 1: Students / Standard 5: Learning Environment)</u></b> <ul style="list-style-type: none"> <li>• <u>How will the environment support all students?</u></li> <li>• <u>How will different grouping strategies be used?</u></li> <li>• <u>How will safety in the classroom be ensured?</u></li> <li>• <u>How will respect for all be modeled and taught?</u></li> </ul>  |                                   |                                    |                           |
|               | <b><u>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</u></b> <ul style="list-style-type: none"> <li>• <u>How will you check for understanding during the lesson?</u></li> <li>• <u>What specific products or demonstrations will assess student learning / achievement of goals for instruction?</u></li> <li>• <u>How will you ensure that students understand how they are doing and support students' self-assessment?</u></li> </ul> <b><u>How will you use assessment data to inform your next steps?</u></b> |                                   |                                    |                           |
| <b>ASSESS</b> |   |                                   |                                    |                           |

**Pre-Observation Planning and Lesson Reflection Form (page 4)**

|  |   | <u>Planning (Pre-Observation)</u> | <u>Evidence (Post-Observation)</u> | <u>Performance Rating</u> |
|--|---|-----------------------------------|------------------------------------|---------------------------|
|  | <p><b><u>PROFESSIONAL RESPONSIBILITIES</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>Standard 6: Collaboration and Communication;</u></b></li> <li>• <b><u>Standard 7: Professional Responsibility and Growth</u></b></li> </ul> |                                   |                                    |                           |

**Pre-Conference Initials:** Teacher  Evaluator  **Date & Time of Pre-Conference:**

**Post-Conference Initials:** Teacher  Evaluator  **Date & Time of Post-Conference:**

Pre-Observation Form

Teacher:

Grade:

Subject:

Date:

Ohio Standards Connections

Indicated which standards and indicators will be emphasized in this lesson.

Standard(s):

Indicator(s):

How is this lesson connected to what has been done prior to this lesson and what is yet to come in following lessons?

What will students know and be able to do as a result of this lesson?

Target(s):

Know:

Do:

Assessments

After the lesson, how will you assess to determine if students have met the goals of the lesson?

Formative Assessment(s):

Summative Assessment(s):

How will you make use of the results of these assessments?

**TEACHER FOCUS PLAN**

**Improvement Plan** (Below Expected Student Growth Measures)

**Remediation Plan** (One or More Ineffective Performance Indicators)

Teacher Name: \_\_\_\_\_ Grade Level/Subject: \_\_\_\_\_

School Year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

Written improvement/remediation plans are to be developed in the circumstances when an educator makes below expected academic growth with his/her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement/remediation plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement/remediation plan, a recommendation may be made for dismissal or to continue on the plan.

**Section 1: Improvement/Remediation Statement – List specific areas for improvement as related to the Ohio Standards for the Teaching Profession. Attach documentation.**

| <u>Performance Standard(s) Addressed in this Plan</u> | <u>Date(s) Improvement Area or Concern Observed</u> | <u>Specific Statement of Concern:<br/>Areas of Improvement/Remediation</u> |
|---|---|--|
|   |   |  |

**Section 2: Desired Level of Performance – List specific measurable goals to improve performance. Indicate what will be measured for each goal.**

| <u>Beginning Date</u> | <u>Ending Date</u> | <u>Level of Performance: Specifically Describe<br/>Successful Improvement/Remediation Target(s)</u> |
|-----------------------|--------------------|---|
|                       |                    |   |

## TEACHER FOCUS PLAN

**Section 3: Specific Plan of Action**

**Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement/remediation plan.**

| <u>Suggestions for Improvement</u> | <u>Sources of Evidence That Will Be Examined</u> |
|------------------------------------|--|
|                                    |  |

**Section 4: Assistance and Professional Development**

**Describe in detail specific supports that will be provided as well as opportunities for professional development.**

**Date for this Improvement/Remediation Plan to be Evaluated: \_\_\_\_\_**

**Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.**

- **Provide a reasonable amount of time for improvement;**
- **Provide reasonable and specific goals for improvement;**
- **Provide necessary district resources for improvement (e.g. forms, tools, dialogue with peers, classes, professional development, release time, etc.);**
- **Provide information of possible consequences for insufficient improvement (e.g. nonrenewal, abbreviated time renewal, termination, etc.);**
- **Remediation could be implemented following one (1) or more observations.**

**TEACHER FOCUS PLAN**

**Improvement Plan** (Below Expected Student Growth Measures)

**Remediation Plan** (One or More Ineffective Performance Indicators)

Teacher Name: \_\_\_\_\_ Grade Level/Subject: \_\_\_\_\_

School Year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

The Improvement/Remediation Plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to taken:

\_\_\_\_\_ Improvement is demonstrated and performance standards are met to a satisfactory level of performance;

\_\_\_\_\_ The Improvement/Remediation Plan should continue for time specified: \_\_\_\_\_

\_\_\_\_\_ Dismissal is recommended.

**Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.**

**I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.**

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Ohio Teacher Evaluation System**

**Final Summative Rating**

**Final Summative Rating of Teacher Effectiveness**

|   |                                     |                               |                                     |                            |
|---|-------------------------------------|-------------------------------|-------------------------------------|----------------------------|
| <b>Proficiency on Standards 50%</b>   | <b><u>Ineffective</u></b>           | <b><u>Developing</u></b>      | <b><u>Proficient</u></b>            | <b><u>Accomplished</u></b> |
| <b>Cumulative Performance Rating<br/>(Holistic Rating using Performance Rubric)</b> |                                     |                               |                                     |                            |
| <b><u>Areas of reinforcement/refinement:</u></b>                                    |                                     |                               |                                     |                            |
| <b>Student Growth Data 50%</b>  | <b><u>Below Expected Growth</u></b> | <b><u>Expected Growth</u></b> | <b><u>Above Expected Growth</u></b> |                            |
| <b>Student Growth Measure of Effectiveness</b>                                      |                                     |                               |                                     |                            |
| <b><u>Areas of reinforcement/refinement:</u></b>                                    |                                     |                               |                                     |                            |
| <b>Final Summative (Overall) Rating</b>   | <b><u>Ineffective</u></b>           | <b><u>Developing</u></b>      | <b><u>Proficient</u></b>            | <b><u>Accomplished</u></b> |
|   |                                     |                               |                                     |                            |

\_\_\_\_\_ **Check here if Improvement/Remediation Plan has been recommended.**

**Teacher's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Evaluator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**The signature above indicates that the teacher and evaluator have discussed the Summative Rating.**

**Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.**

**Professional Growth Plan**

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

Self-Directed

Collaborative

Teacher

Evaluator

| <p><u>Annual Focus</u><br/>These are addressed by the evaluator as appropriate for this teacher.</p>  | <p><u>Date</u><br/>Record dates when discussed</p> | <p><u>Areas for Professional Growth</u><br/>supports needed, resources, professional development<br/>Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher.</p> |
|---|--|--|
| <p><i>Goal 1: Student Achievement/Outcomes for Students</i><br/>Goal Statement:<br/><br/>Evidence Indicators:</p>                             |  |  |
| <p><i>Goal 2: Teacher Performance on the Ohio Standards for the Teaching Profession</i><br/>Goal Statement:<br/><br/>Evidence Indicators:</p> |  |  |

Evaluator Signature

Date

Teacher Signature

Date

The signatures above verify that the teacher and evaluator have discussed and agreed upon this Professional Growth Plan.

**Improvement Plan**

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_

School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Improvement Plan Conference: \_\_\_\_\_

Written improvement plans are to be developed in the circumstances when an educator makes below expected academic growth with his/ her students AND/OR receives an overall ineffective rating or an ineffective rating on any of the components of the OTES system. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

**Section 1: Improvement Statement** - List specific areas for improvement as related to the *Ohio Standards for the Teaching Profession*. Attach documentation.

| Performance Standard(s) Addressed in this Plan | Date(s) Improvement Area or Concern Observed | Specific Statement of the Concern: Areas of Improvement |
|--|--|---|
|  |  |   |

**Section 2: Desired Level of Performance** – List specific measurable goals to improve performance. Indicate what will be measured for each goal.

| Beginning Date | Ending Date | Level of Performance<br>Specifically Describe Successful Improvement Target(s) |
|----------------|-------------|--|
|                |             |  |

**Improvement Plan (continued)**

**Section 3: Specific Plan of Action**

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the sources of evidence that will be used to document the completion of the improvement plan.

| Actions to be Taken | Sources of Evidence that Will Be Examined |
|---------------------|---|
|                     |   |

**Section 4: Assistance and Professional Development**

Describe in detail specific supports that will be provided as well as opportunities for professional development.

|  |
|--|
|  |
|--|

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

**Improvement Plan: Evaluation of Plan**

Teacher Name: \_\_\_\_\_ Grade Level/ Subject: \_\_\_\_\_  
School year: \_\_\_\_\_ Building: \_\_\_\_\_ Date of Evaluation: \_\_\_\_\_

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action to be taken;

- Improvement is demonstrated and performance standards are met to a satisfactory level of performance\*
- The Improvement Plan should continue for time specified:
- Dismissal is recommended.

Comments: Provide justification for recommendation indicated above and attach evidence to support recommended course of action.

*I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.*

Teacher's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.*

\*The acceptable level of performance varies depending on the teacher's years of experience. Teachers in residency—specifically in Years 1 through 4—are expected to perform at the Developing level or above. Experienced teachers—with five or more years of experience—are expected to meet the Proficient level or above.

### Teacher Performance Evaluation Rubric

The *Teacher Performance Evaluation Rubric* is intended to be scored holistically. This means that evaluators will assess which level provides the best *overall* description of the teacher. The scoring process is expected to occur upon completion of each thirty (30) minute observation and post-conference. The evaluator is to consider evidence gathered during the pre-observation conference, the observation, the post-observation conference, and classroom walkthroughs (if applicable). When completing the performance rubric, please note that evaluators are not expected to gather evidence on all indicators for each observation cycle. Likewise, teachers should not be required to submit additional pieces of evidence to address all indicators. The professionalism section of the rubric may use evidence collected during the pre-observation and post-observation conferences as well as information from the Professional Growth and/or Improvement Plan (if applicable).

| INSTRUCTIONAL PLANNING |   | Ineffective   | Developing  | Proficient  | Accomplished  |
|------------------------|---|---|---|---|---|
| INSTRUCTIONAL PLANNING | <b>FOCUS FOR LEARNING</b><br>(Standard 4: Instruction)<br><br><i>Sources of Evidence:</i><br>Pre-Conference | The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards. | The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.   | The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.   | The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content, learning and skills.  |
|                        | Evidence  |   |   |   |   |
| INSTRUCTIONAL PLANNING | <b>ASSESSMENT DATA</b><br>(Standard 3: Assessment)<br><br><i>Sources of Evidence:</i><br>Pre-Conference     | The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans.<br><br>The teacher does not use or only uses one measure of student performance.   | The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning.<br><br>The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery. | The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning.<br><br>The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery. | The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans.<br><br>Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth. |
|                        | Evidence  |   |   |   |   |

| INSTRUCTIONAL PLANNING |   |   |  |   |  |
|------------------------|---|---|--|---|--|
|                        |   | Ineffective   | Developing   | Proficient  | Accomplished   |
| INSTRUCTIONAL PLANNING | <p><b>PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS</b><br/>(Standard 1: Students; Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i><br/>Pre-Conference</p> | <p>The teacher's lesson does not build on or connect to students' prior knowledge, or the teacher may give an explanation that is illogical or inaccurate as to how the content connects to previous and future learning.</p> | <p>The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.</p> | <p>The teacher makes clear and coherent connections with students' prior knowledge and future learning—both explicitly to students and within the lesson.</p> <p>The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.</p> | <p>The teacher uses the input and contributions of families, colleagues, and other professionals in understanding each learner's prior knowledge and supporting their development. The teacher makes meaningful and relevant connections between lesson content and other disciplines and real-world experiences and careers as well as prepares opportunities for students to apply learning from different content areas to solve problems.</p> <p>The teacher plans and sequences instruction that reflects an understanding of the prerequisite relationships among the important content, concepts, and processes in school and district curriculum priorities and in state standards as well as multiple pathways for learning depending on student needs. The teacher accurately explains how the lesson fits within the structure of the discipline.</p> |
|                        | Evidence  |   |  |   |  |

| INSTRUCTIONAL PLANNING |   |  |  |  |  |
|------------------------|---|--|--|--|--|
| INSTRUCTIONAL PLANNING | <p><b>KNOWLEDGE OF STUDENTS<br/>(Standard 1: Students)</b></p> <p><i>Sources of Evidence:</i><br/>Analysis of Student Data<br/>Pre-Conference</p> | <p>The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.</p> <p>The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.</p> | <p>The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.</p> <p>The teacher's instructional plan draws upon a partial analysis of students' development, readiness for learning, preferred learning styles, or backgrounds and prior experiences and/or the plan is inappropriately tailored to the specific population of students in the classroom.</p> | <p>The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.</p> <p>The teacher's instructional plan draws upon an accurate analysis of the students' development, readiness for learning, preferred learning styles, and backgrounds and prior experiences.</p> | <p>The teacher demonstrates an understanding of the purpose and value of learning about students' background experiences, demonstrates familiarity with each student's background knowledge and experiences, and describes multiple procedures used to obtain this information.</p> <p>The teacher's analysis of student data (student development, student learning and preferred learning styles, and student backgrounds/prior experiences) accurately connects the data to specific instructional strategies and plans.</p> <p>The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.</p> |
|                        | Evidence  |  |  |  |  |

| Instruction and Assessment |   | Ineffective   | Developing  | Proficient   | Accomplished  |
|----------------------------|---|---|---|--|---|
| INSTRUCTION AND ASSESSMENT | <p><b>LESSON DELIVERY</b><br/>(Standard 2: Content;<br/>Standard 4: Instruction;<br/>Standard 6: Collaboration<br/>and Communication)</p> <p><i>Sources of Evidence:</i><br/>Formal Observation<br/>Classroom Walkthroughs/<br/>Informal Observations</p> | <p>A teacher's explanations are unclear, incoherent, or inaccurate, and are generally ineffective in building student understanding. The teacher uses language that fails to engage students, is inappropriate to the content, and/or discourages independent or creative thinking.</p> <p>The teacher fails to address student confusion or frustration and does not use effective questioning techniques during the lesson. The lesson is almost entirely teacher-directed.</p> | <p>Teacher explanations are accurate and generally clear but the teacher may not fully clarify information based on students' questions about content or instructions for learning activities or the teacher may use some language that is developmentally inappropriate, leading to confusion or limiting discussion.</p> <p>The teacher re-explains topics when students show confusion, but is not always able to provide an effective alternative explanation. The teacher attempts to employ purposeful questioning techniques, but may confuse students with the phrasing or timing of questions. The lesson is primarily teacher-directed.</p> | <p>Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking.</p> <p>The teacher effectively addresses confusion by re-explaining topics when asked and ensuring understanding. The teacher employs effective, purposeful questioning techniques during instruction. The lesson is a balance of teacher-directed instruction and student-led learning.</p> | <p>Teacher explanations are clear, coherent, and precise. The teacher uses well-timed, individualized, developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking, including the appropriate use of questions and discussion techniques.</p> <p>The teacher accurately anticipates confusion by presenting information in multiple formats and clarifying content before students ask questions. The teacher develops high-level understanding through effective uses of varied levels of questions. The lesson is student-led, with the teacher in the role of facilitator.</p> |
|                            | Evidence  |   |   |  |   |
|                            | <p><b>DIFFERENTIATION</b><br/>(Standard 1: Students;<br/>Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i><br/>Pre-Conference<br/>Formal Observation<br/>Classroom Walkthroughs/<br/>Informal Observations</p>                                  | <p>The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.</p>   | <p>The teacher relies on a single strategy or alternate set of materials to make the lesson accessible to most students though some students may not be able to access certain parts of the lesson and/or some may not be challenged.</p>   | <p>The teacher supports the learning needs of students through a variety of strategies, materials, and/or pacing that make learning accessible and challenging for the group.</p>  | <p>The teacher matches strategies, materials, and/or pacing to students' individual needs, to make learning accessible and challenging for all students in the classroom. The teacher effectively uses independent, collaborative and whole-class instruction to support individual learning goals and provides varied options for how students will demonstrate mastery.</p>   |
|                            | Evidence  |   |   |  |   |

| Instruction and Assessment  |   | Ineffective   | Developing  | Proficient   | Accomplished |
|---|---|---|---|--|--------------|
| <p><b>RESOURCES</b><br/>(Standard 2: Content;<br/>Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i><br/>Pre-Conference<br/>Formal Observation<br/>Classroom Walkthroughs/<br/>Informal Observations</p> | <p>Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.</p> | <p>The teacher uses appropriate instructional materials to support learning goals, but may not meet individual students' learning styles/needs or actively engage them in learning.</p> | <p>Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.</p> | <p>Instructional materials and resources are aligned to instructional purposes, are varied and appropriate to ability levels of students, and actively engage them in ownership of their learning.</p> |              |
| Evidence  |   |   |   |  |              |

| Instruction and Assessment |  | Ineffective   | Developing   | Proficient   | Accomplished   |
|----------------------------|--|---|--|--|--|
| INSTRUCTION AND ASSESSMENT | <p><b>CLASSROOM ENVIRONMENT</b><br/>(Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i><br/>Pre-Conference<br/>Formal Observation<br/>Classroom Walkthroughs/<br/>Informal Observations</p> | <p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p> | <p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p> | <p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p> | <p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p> |
|                            | Evidence   |   |  |  |  |

| Instruction and Assessment |  | Ineffective   | Developing  | Proficient  | Accomplished  |
|----------------------------|--|---|---|---|---|
| INSTRUCTION AND ASSESSMENT | <p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i><br/>Pre-Conference<br/>Formal Observation<br/>Classroom Walkthroughs/<br/>Informal Observations<br/>Post-Conference</p> | <p>The teacher does not routinely use assessments to measure student mastery.</p> <p>The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.</p> <p>The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.</p> <p>The teacher does not provide students with feedback about their learning.</p> | <p>The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.</p> <p>The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion.</p> <p>The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.</p> <p>Students receive occasional or limited feedback about their performance from the teacher.</p> | <p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, although the teacher may not be able to anticipate learning obstacles.</p> <p>The teacher checks for understanding at key moments and makes adjustments to instruction (whole-class or individual students). The teacher responds to student misunderstandings by providing additional clarification.</p> <p>The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.</p> <p>The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.</p> | <p>The teacher uses assessment data to identify students' strengths and needs, and modifies and differentiates instruction accordingly, as well as examines classroom assessment results to reveal trends and patterns in individual and group progress and to anticipate learning obstacles.</p> <p>The teacher continually checks for understanding and makes adjustments accordingly (whole-class or individual students). When an explanation is not effectively leading students to understand the content, the teacher adjusts quickly and seamlessly within the lesson and uses an alternative way to explain the concept.</p> <p>By using student data from a variety of sources, the teacher appropriately adapts instructional methods and materials and paces learning activities to meet the needs of individual students as well as the whole class.</p> <p>The teacher provides substantive, specific, and timely feedback to students, families, and other school personnel while maintaining confidentiality. The teacher provides the opportunity for students to engage in self-assessment and show awareness of their own strengths and weaknesses. The teacher uses student assessment results to reflect on his or her own teaching and to monitor teaching strategies and behaviors in relation to student success.</p> |
|                            | Evidence   |   |   |   |   |

| Professionalism |  | Ineffective   | Developing   | Proficient   | Accomplished  |
|-----------------|--|---|--|--|---|
| PROFESSIONALISM | <p><b>PROFESSIONAL RESPONSIBILITIES</b><br/>(Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i><br/>Professional Development Plan or Improvement Plan;<br/>Pre-conference;<br/>Post-conference;<br/>daily interaction with others</p> | <p>The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.</p> <p>The teacher fails to understand and follow regulations, policies, and agreements.</p> <p>The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.</p> | <p>The teacher uses a variety of strategies to communicate with students and families and collaborate with colleagues, but these approaches may not always be appropriate for a particular situation or achieve the intended outcome.</p> <p>The teacher understands and follows district policies and state and federal regulations at a minimal level.</p> <p>The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.</p> | <p>The teacher uses effective communication strategies with students and families and works effectively with colleagues to examine problems of practice, analyze student work, and identify targeted strategies.</p> <p>The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.</p> <p>The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.</p> | <p>The teacher communicates effectively with students, families, and colleagues. The teacher collaborates with colleagues to improve personal and team practices by facilitating professional dialogue, peer observation and feedback, peer coaching and other collegial learning activities.</p> <p>The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.</p> <p>The teacher sets and regularly modifies short- and long-term professional goals based on self-assessment and analysis of student learning evidence.</p> |
|                 | Evidence   |   |  |  |   |

**NORTHWESTERN LOCAL SCHOOLS OBSERVATION/EVALUATION FORM**

Counselor: \_\_\_\_\_

Grade or Dept. \_\_\_\_\_

School: \_\_\_\_\_

Observation Date(s) \_\_\_\_\_

Evaluator \_\_\_\_\_

Conference Date \_\_\_\_\_

(Scoring Key: 4=Distinguished; 3=Meets Expectations; 2=Marginal; 1=Unsatisfactory)

**Domain 1: Planning and Preparation**

| Competency   | Obs.#1 | Comments: |
|--|--------|-----------|
| 1a: Implementation of a Comprehensive, prevention-oriented school counseling program (OH3) |        |           |
| 1b: Knowledge of Students, School & Community (OH 1)                                       |        |           |
| 1c: Counseling Program Goals   |        |           |
| 1d: Integrated Use of Technology   |        |           |
| 1e: Designing Coherent Instruction   |        |           |
| 1c: Analysis & Use of data to improve Student Learning (OH2)                               |        |           |
| Total Domain Score (Minimum of 15 Required)  |        |           |

**Domain 2: The Classroom/ Program Environment**

| Competency  | Obs.#1 | Comments: |
|---|--------|-----------|
| 2a: Creating an Environment of Respect and Rapport  |        |           |
| 2b: Establishing a Culture for Learning (OH 7)  |        |           |
| 2c: Managing Classroom/Presentation Procedures  |        |           |
| 2d: Managing Student Behavior (OH 4)  |        |           |
| 2e: Individual and small group counseling for educational, career, and personal-social goals (OH 5) |        |           |
| Total Domain Score (Minimum of 13 Required)   |        |           |

**Counselor**

(Scoring Key: 4=Distinguished; 3=Meets Expectations; 2=Marginal; 1=Unsatisfactory)

**Domain 3: Instruction**

| Competency   | Obs.#1 | Comments: |
|--|--------|-----------|
| 3a: Communicating Clearly and Accurately                               |        |           |
| 3b: Learning support for critical transition periods (OH 9)            |        |           |
| 3c: Engaging Students in learning large group and classroom            |        |           |
| 3d: Providing Feedback to Students, Families, Staff and Administration |        |           |
| 3e: Demonstrating Flexibility and Responsiveness                       |        |           |
| Total Domain Score (Minimum of 13 Required)                            |        |           |

**Domain 4: Professional Responsibilities**

| Competency                                  | Obs.#1 | Comments: |
|---|--------|-----------|
| 4a: Reflecting on Teaching/Program          |        |           |
| 4b: Maintaining Accurate Records            |        |           |
| 4c: Communicating with Families (OH 8)      |        |           |
| 4d: Contributing to the School and District |        |           |
| 4e: Growing and Developing Professionally   |        |           |
| Total Domain Score (Minimum of 13 Required) |        |           |

Evaluation:

Counselor \_\_\_\_\_ Date \_\_\_\_\_

Principal \_\_\_\_\_ (if remediation is required, complete attached Action Plan)

### **Counselor - Planning and Preparation**

#### **1a: Implementation of a Comprehensive, prevention-oriented school counseling program (OH3)**

Displays solid-content knowledge and delivers it in comprehensible manner;  
Uses a variety of presentation methods;  
Demonstrates an ability to make topics and activities meaningful and relevant to each other;  
Can discuss components of school counseling program and describe the implementation and integration.

#### **1b: Knowledge of Students, School & Community (OH 1)**

Uses a variety of teaching strategies (cooperative learning, inquiry based, discussion, problem-based);  
Demonstrates importance of being familiar with student's background experiences;  
Describes procedures used to obtain student background information;  
Has (little/some/extensive) familiarity with background experiences of students in class;  
Understands the impact of the community culture on the school counseling program.

#### **1c: Counseling Program Goals**

Counseling program goals are clearly articulated;  
Counseling Program goals (are/are not/are with explanation) appropriate for students;  
Counseling Program goals are linked to the Northwestern Local Schools Improvement Plan;  
Counseling Program goals touch a variety of modalities (knowledge, social skills, behavioral skills, etc.);  
Goals reflect the diverse needs of the student population and community.

#### **1d: Integrated Use of Technology**

Selects a variety of materials and media that support the curriculum;  
Integrates available technology in communication and instruction;  
Demonstrates knowledge related to current technology;  
Can discuss technology needs and usefulness, and how it may be acquired;  
Proficient in utilizing technology relative to master schedules and other relevant uses;  
Has a functional and current Guidance web site.

#### **1e: Designing Coherent Instruction**

Teacher (does/does not) explain how lesson content relates to previous/future lessons;  
Learning activities relate to stated goal;  
Can explain why they chose the methods utilized in the lesson;  
Utilizes multiple strategies that connect to varied learning styles.

#### **1f: Analysis & Use of Data to Improve Student Learning (OH2)**

Counselor has plan for evaluating student learning and uses results in planning;  
Assessment of student data to measure student performance;  
Utilization of student data to make decisions on the effectiveness of student learning;  
Utilizes OGT considerations in assessment – short answer, extended response;  
Selected objectives are consistent with district guidelines and curriculum.

**Counselor (Cont'd)**

**2a: Creating an Environment of Respect and Rapport**

Counselor (tolerates/does not accept/actively discourages) unfair behavior among students;  
Counselor is (unfair/fair) in the treatment of students;  
(Does/Does not) demonstrate procedures to enhance the level of rapport with students;  
Models fairness, courtesy, respect, and active listening toward students;  
Models concern for students' emotional and physical well-being.

**2b: Establishing a Culture for Learning (OH 7)**

Creates learning environment encouraging to student participation, inquiry, and risk-taking;  
Utilizes adequate wait time;  
Enthusiasm for the curriculum (is/is not) evident in the presentation of the lesson;  
(Does/Does not) explicitly or implicitly communicate low expectations;  
(Does/Does not) actively encourage students to meet expectations;  
Connects with all students during the course of the presentation;  
Responds appropriately to student answers.

**2c: Managing Classroom/Presentation Procedures**

Utilizes strategies to keep students on task;  
Monitors students during individual or group work (proximity);  
Handles classroom transitions, classroom routines, hallways, in efficient manner;  
Is prepared to present lesson (materials ready, information posted or prepared);  
Clearly and concisely communicates behavioral expectations to students.

**2d: Managing Student Behavior (OH 4)**

Alert to student behavior and responds to issues in clear, concise, and reasonable manner;  
Makes (no/appropriate) attempt to respond to disruptive behavior in respectful manner;  
Response to misbehavior is appropriate;  
Implements school policies and procedures relative to student behavior;  
Responds in timely manner to concerns regarding students;  
Manages student behavior and provides feedback in constructive, equitable manner to students and parents.

**2e: Individual and small group counseling for educational, career and personal-social goals (OH 5)**

Counselor regularly engages in individual and small-group counseling to promote student learning;  
Counselor regularly engages in individual and small-group counseling to promote personal-social needs;  
Counselor regularly engages in individual and small-group counseling to promote career development needs;  
Classroom/office set-up is inviting and encouraging (posters, displayed work, etc.)

**Counselor - Instruction**

**3a: Communicating Clearly and Accurately**

Students receive clear and accurate information;  
Students know why they are doing each lesson or activity;  
Explains concepts and lesson content in logical and sequential manner;  
Explains major points using repetition and verbal or non-verbal cues;  
Listens actively and responds in constructive manner.

**3b: Learning support for critical transition periods (OH 9)**

Questions students to encourage independent, creative, or critical thinking;  
Assists all students and parents at the transition between 8th and 9th grade;  
Assists all students and parents at the transition between 10th and 11th grade;  
Assists all students and parents at the transition between 12th and post secondary;  
Has a written plan detailing transition plan and associated activities.

**3c: Engaging Students in learning large group and classroom**

Counselor regularly conducts large group and classroom guidance sessions focusing on the academic needs of the students;  
Counselor regularly conducts large group and classroom guidance sessions focusing on the career needs of the students;  
Counselor regularly conducts large group and classroom guidance sessions focusing on the personal-social needs of the students;  
Chosen activities and assignments are appropriate and engaging; possible topics include study skills, learning strategies, conflict resolution, career and educational planning;  
Utilizes appropriate student grouping throughout the lesson;  
Materials and resources utilized are appropriate to chosen goal;  
Utilizes “teachable moments” when opportunity arises;  
Evaluates the impact of the sessions.

**3d: Providing Feedback to Students, Families, Staff and Administration**

Feedback to students is high quality and specific;  
Feedback is provided in a timely manner.

**3e: Demonstrating Flexibility and Responsiveness**

Accommodates student questions or interests, appropriate digressions;  
Persists in seeking approaches for students who are having difficulty;  
Has a plan to fill extra time in meaningful and helpful ways;  
Monitors student understanding of content and makes appropriate adjustments;  
Flexible to the needs of the students, staff and administration.

**Professional Responsibilities (Counselor – Cont'd)**

**4a: Reflecting on Teaching/Guidance Program**

Makes thoughtful and accurate assessment of lesson's/program's effectiveness;  
Accurately describes strengths and weaknesses of lesson/program;  
Can reflect on and develop ways the lesson/program can be improved;  
Can explain deviations from the instructional/program plan;  
Can explain how results of a variety of formal or informal assessments will be used to plan, monitor, and modify future instruction/programs.

**4b: Maintaining Accurate Records**

Maintains accurate student records attendance – Progress Book, DASL etc.;  
Maintains up-to-date, clear, website and/or other communication structures.

**4c: Communicating with Families (OH 8)**

Demonstrates knowledge of different ways to communicate with parents/guardians;  
Actively communicates with families – general information (describe how);  
Communicates with families relative to student academic, personal/social and/or career issues;  
Attempts to engage families in the instructional program (describe how);  
\*Suggested documentation of communication may include: newsletter, conference log, phone log, etc.

**4d: Contributing to the School and District**

Maintains cooperative and supportive relationships with other teachers;  
Assumes leadership roles where appropriate;  
Serves on school and/or district committees and volunteers to participate in school events, not necessarily outside of the school day;  
Demonstrates knowledge of resources and consults and collaborates with colleagues when necessary on matters related to learning and instruction;  
Suggested contributions may include IAT/IEP meetings, Strategic Planning, building or district committees, and/or extra-curricular activities.

**4e: Growing and Developing Professionally**

Seeks opportunity to positively impact teaching quality, school improvements, achievement;  
Seeks out opportunities for professional development;  
Attempts to implement gained knowledge in the classroom (examples);  
Initiates activities to contribute to the profession (mentor, teacher meeting presentations);  
Works with school staff and service providers to reach educational decisions to enhance student learning.



**REMEDATION ACTION PLAN**  
**Counselor**

| Competency | Action Steps | Principal Initials | Counselor Initials | Target Date(s) |
|------------|--------------|--------------------|--------------------|----------------|
|            |              |                    |                    |                |
|            |              |                    |                    |                |
|            |              |                    |                    |                |
|            |              |                    |                    |                |
|            |              |                    |                    |                |
|            |              |                    |                    |                |

**Principal:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Counselor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Administrator Guidelines:

- \* provide a reasonable amount of time for improvement
- \* provide reasonable and specific goals for improvement
- \* provide the necessary district resources for improvement (may include forms or other tools, dialogue with peers, classes, professional development, release time, etc.)
- \* provide information of possible consequences for insufficient improvement (may include nonrenewal, abbreviated time renewal, not granting continuing contract, termination, etc.)
- \* remediation could be implemented following one (1) or more observations

**NORTHWESTERN LOCAL SCHOOL DISTRICT  
LEAVE FORM**

Name \_\_\_\_\_ S.S. # \_\_\_\_\_  
 Date(s) of Leave \_\_\_\_\_ Number of Days \_\_\_\_\_  
 Substitute's Name \_\_\_\_\_

Please check one of the following:

9  PROFESSIONAL LEAVE Is a Substitute Necessary? \_\_\_\_\_

SICK LEAVE [Check reason for using Sick Leave]

1  Illness, Injury or Death in Immediate Family  
 \_\_\_\_\_ (name & relationship)

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

MEETING NAME: \_\_\_\_\_

MEETING LOCATION (CITY): \_\_\_\_\_

How do you anticipate incorporating the agenda of this meeting into your area of professional responsibility? \_\_\_\_\_

An employee out for more than ten (10) consecutive work days due to personal illness/serious health condition must provide a return to work statement from his/her health care provider.

- 12  ASSAULT LEAVE [Attach Certificate]
- 7  PERSONAL LEAVE
- 13  COMPULSARY LEAVE [Attach notice or subpoena]
- 2  EMERGENCY AND HAZARDOUS LEAVE
- 3  ASSOCIATION LEAVE President's Signature: \_\_\_\_\_
- 6  UNPAID CHILD CARE LEAVE [Attach certificate]
- 5  FAMILY AND MEDICAL LEAVE [Attach certificate]

When an employee is absent for more than ten (10) consecutive work days, the absence will be presumed to be covered by FMLA and the teacher will be sent a notice of eligibility. The employee will have fourteen (14) days to notify the Treasurer if the employee does not believe the leaves falls under FMLA.

- 8  EXTENDED LEAVE [State Type]: \_\_\_\_\_
- 4  MILITARY LEAVE [Attach Order]
- 15  UNPAID SHORT-TERM LEAVE
- 14  COMP TIME
- 11  VACATION LEAVE [Support Staff Only]

FUND FUNC OBJ SCC SUBJ OPU IL JOB

JOB FUND FUNC OBJ SCC SUBJ OPU IL

**ESTIMATED COSTS**

Registration Fee \$ \_\_\_\_\_ Pd \_\_\_\_\_ P.O. \_\_\_\_\_  
 Transportation costs (IRS Rate) \$ \_\_\_\_\_ (\$75 max per day)  
 Lodging \$ \_\_\_\_\_ (\$75 max per day)  
 Meals \$ \_\_\_\_\_ (\$30 max per day)  
 Total Estimated Expenses: \$ \_\_\_\_\_ (Not to exceed \$400)

**EMPLOYEE REIMBURSABLE COST**

Registration Fee \$ \_\_\_\_\_ Pd \_\_\_\_\_ P.O. \_\_\_\_\_  
 Transportation costs (IRS Rate) \$ \_\_\_\_\_ (\$75 max per day)  
 Lodging \$ \_\_\_\_\_ (\$75 max per day)  
 2<sup>nd</sup> Employee \$ \_\_\_\_\_ (\$75 max per day)  
 Meals \$ \_\_\_\_\_ (\$30 max per day)

**TOTAL ACTUAL**

**REIMBURSABLE EXPENSE** \$ \_\_\_\_\_ (Not to exceed \$400)

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

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

White - Board Office Copy

NORTHWESTERN LOCAL SCHOOLS  
7571 N. Elyria Road  
West Salem, Ohio 44287

ONE-YEAR LIMITED TUTOR CONTRACT

AN AGREEMENT entered into between \_\_\_\_\_, hereinafter referred to as "tutor," of Wayne County, Ohio, and the BOARD OF EDUCATION of the Northwestern Local School District in Wayne County, Ohio: the said tutor hereby agrees to tutor in the Public Schools of said District on an as-needed basis for the \_\_\_\_\_ school year.

It is anticipated that the tutor will be employed \_\_\_\_\_ hours per day, \_\_\_\_\_ days per week, during said school year. However, the actual numbers of hours or days worked may vary, depending upon the needs of the District.

Said tutor agrees to abide by and maintain the rules and regulations for the government of the schools of the said District.

IN CONSIDERATION OF AND for such services, said Board of Education agrees to pay, at the Office of its Treasurer, to said Tutor, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per hour.

Entered into at West Salem, Wayne County, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

This Contract is effective

\_\_\_\_\_

Tutor

\_\_\_\_\_

Northwestern Board of Education

\_\_\_\_\_

President

\_\_\_\_\_

Treasurer

KEEP ORIGINAL FOR YOUR RECORDS; RETURN COPY TO THE TREASURER

### **Resident Educator Reopener**

Notwithstanding any other provisions of this Agreement, the parties agree to reopen the Agreement at the request of either the Board or the Association to bargain the effects of HB1 with regard to the Resident Educator/Program. The procedures set forth in Article 2 will govern these midterm negotiations, with the exception of Section A. The timelines for impasse procedures under Section F will trigger if the parties are unable to reach agreement within sixty (60) days of either party's request to reopen negotiation.

