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MASTER AGREEMENT

between the

STREETSBORO EDUCATION ASSOCIATION

and the

STREETSBORO BOARD OF EDUCATION

July 1, 2013 – June 30, 2016

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ARTICLE 1. RECOGNITION AND MANAGEMENT RIGHTS

A. The Streetsboro Board of Education (hereinafter referred to as the "Board") recognizes the Streetsboro Education Association (hereinafter collectively referred to as the "Association" or the "SEA"), an affiliate of the Ohio Education Association and the National Education Association, as the sole and exclusive representative of all bargaining unit members.

1. The bargaining unit shall include all teachers except Casual Employees, Substitute Teachers, Tutors and all Supervisors and Management Level Employees. "Supervisor" means any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; to responsibly direct them; to adjust their grievances; or to effectively recommend such action if the exercise of that authority is not of a merely routine or clerical nature but requires the use of independent judgment.

"Management Level Employee" means an individual who formulates policy on behalf of the public employer, who responsibly directs the implementation of policy, or who may reasonably be required on behalf of the public employer to assist in the preparation for the conduct of collective negotiations, administer collectively negotiated agreements, or have a major role in personnel administration. The Superintendent, Assistant Superintendent, Treasurer, Principals, Assistant Principals, Director of Special Services, and High School Athletic Director are Management Level Employees.

2. The purpose of such recognition shall be to bargain collectively on all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of existing provisions of a Collective Bargaining Agreement.

B. Recognition of the Association as the sole and exclusive representative of the bargaining unit members shall be for the term of this Contract, and will continue thereafter as provided by Ohio Revised Code 4117.

C. Any challenge to the representation of this bargaining unit as defined in Section A, above, shall be conducted in compliance with and pursuant to Ohio Revised Code 4117. The Board shall have no requirement to approve or disapprove representation, nor to be involved in the representation process except as defined and provided for in Ohio Revised Code 4117.

D. Management Rights

The Board of Education retains all rights set forth in the Ohio Revised Code.

ARTICLE 2. NEGOTIATIONS PROCEDURE

A. ORGANIZATIONAL STRUCTURE

1. The Negotiating teams shall consist of no more than six (6) persons, plus the OEA consultant and Board representative if desired by the parties. The Board shall select its

team members, and the Association shall select its team members.

B. NEGOTIATIONS SCHEDULE

1. Negotiations for a successor agreement shall begin by March 15 preceding the expiration date of this Agreement, unless a different date mutually agreed upon by the parties.
2. Between February 1 and February 20 preceding the expiration date of this Agreement, the Association President shall contact the Superintendent to establish a date, place, time to meet, and the method of bargaining to be used by the parties. Such agreement shall be followed by a written request to begin negotiations as per the oral agreement reached by the Association President and the Superintendent.
3. At the opening session, the Board and the Association shall submit their initial proposals. No new items shall be submitted by either party after the opening of negotiations except by mutual consent.
4. Either team may call for a caucus at any time. If either team believes that such caucus would extend beyond thirty (30) minutes, it may request that the negotiation sessions be recessed until a later time.
5. As negotiated items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by a representative of each party.
6. There shall be no community publicity releases except those mutually agreed to by the parties.
7. The parties agree that release time shall be given for five (5) school days. Thereafter, the parties shall mutually agree when to meet.

C. AGREEMENT

1. Tentative agreements on an entire package reached by the two (2) negotiating teams shall be presented in writing by each of the teams to all persons whom it represents at a cost to the respective party. All such agreements shall be subject to adoption by the Board and ratification by the Association. Both teams shall recommend the agreement to its respective parties.
2. Within thirty (30) calendar days after the concluding session, said tentative agreements shall be accepted or rejected as a total package by the respective represented groups.
3. Once the tentative agreements are accepted by the parties hereto, they shall be placed in a contract and signed by the Board President, Association President, and their respective negotiating teams; and shall comprise the entire contract between them and settle all demands and issues on all matters within the scope of negotiations.
4. The Board and the Association shall equally share in the cost of printing the contract in

contract form. The Board shall receive at least fifty (50) copies of said contract.

D. DISAGREEMENT

1. If agreement is not reached within the specified time limits, the parties shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) for the purpose of mediating an agreement (unless the parties otherwise agree).

The parties shall meet at the request of the mediator. The mediator shall only have the authority to assist the parties in reaching an agreement.

2. If the FMCS cannot supply a mediator, the mediator shall be selected first through the State Employment Relations Board (SERB), and second through the American Arbitration Association (AAA) pursuant to its rules.
3. If there are any joint costs incurred during mediation, they shall be shared equally by the Board and the Association.
4. This shall be the parties' mutually agreed Dispute Resolution Procedure under Ohio Revised Code 4117.14(C)(1)(f). At any time following the involvement of the mediator, either party may declare impasse.
5. In the event agreement is not reached after the expiration of the existing agreement, the Association shall have the right to proceed in accordance with Section 4117.14 (D) (2).

ARTICLE 3. LEAVES OF ABSENCE

A. PAID LEAVES

1. SICK LEAVE

- a. All employees 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 without limit. Sick Leave accumulation shall be totaled and printed on the last paycheck stub of each month.
- b. All employees shall be entitled to an advancement of ten (10) Sick Leave days if the number of days used exceeds the number accumulated. So long as the employee remains in the employment of the Board, the employee is required to earn back any advanced Sick Leave days so no loss in pay results. Should the employee 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.
- c. Sick Leave days may be used for the following reasons and may be used in one-quarter (1/4) day blocks:

- (1) Personal Illness

- (2) Personal Injury
- (3) Exposure to contagious disease which could be communicated to others.
- (4) Maternity
- (5) Illness, injury, or death in the employee's immediate family.
- (6) In each case of illness, injury or death in the employee's less immediate family; or due to the illness, injury or death of other individuals; leave may be allowed at the discretion of the Superintendent when the request is submitted in writing by the employee.
- (7) "Immediate family" as used in this Contract shall be defined as the spouse, children, mother, father, sister, brother, grandparents, grandchildren, father- or mother-in-law, son- or daughter-in-law, brother-in-law, sister-in-law, and any resident in the employee's home.

2. ASSAULT LEAVE

- a. Any employee who is assaulted while performing assigned duties shall be granted a paid leave of absence for the period so designated by the employee's physician. Assault shall be defined as injury or serious threat of injury inflicted upon an employee with or without a weapon.
- b. Before Assault Leave pay will be granted, the member shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, names and addresses of witnesses (if known), and a description of the injuries sustained.
- c. An employee who receives Assault Leave shall file a police report, and the employee and the Administration agree to take appropriate action.
- d. Leave under this provision shall not exceed a maximum of thirty (30) days, unless extended at the Superintendent's discretion. These days shall not be charged to Sick Leave or Personal Leave.
- e. If Workers' Compensation benefits are granted, the monetary amount of these benefits shall be remitted to the Board.

3. JURY DUTY LEAVE

- a. The Board will pay for time lost during any workday (Monday through Friday) to any employee for the purpose of serving Municipal, County, State or Federal jury duty on the following basis:
 - (1) Employee must report on the next regular workday to the Superintendent

his/her receipt of notice to appear for jury duty.

- (2) The employee will work any part of the day so long as there is at least one-half (1/2) day remaining (exclusive of travel time).
- (3) The Board shall pay an employee his/her usual wage, and the employee shall deposit his/her jury duty pay with the Treasurer within three (3) workdays of receipt if the jury duty pay exceeds Fifty Dollars (\$50.00).

4. PERSONAL LEAVE

- a. Each employee shall be granted up to three (3) days per school year, with pay, as Personal Leave. These days shall be unrestricted which means requiring no reason.
- b. Unless an emergency demanding immediate absence, an employee intending to use a Personal Leave day shall notify the appropriate building administrator as far in advance as possible, but in no event less than three (3) school days in advance, of his/her intention to do so.
- c. Personal Leave for more than three (3) days shall be at the discretion of the Superintendent.
- d. Personal Leave shall be noncumulative and shall not be deducted from the employee's accumulated Sick Leave.
- e. Personal Leave shall not be used for gainful employment. "Gainful employment" shall be defined as receiving compensation for services rendered to another employer.
- f. Personal Leave should not be used for vacation, the day before or the day after a holiday, or an established school vacation period, or NEOEA day, without the approval of the Superintendent.
- g. Employees shall only receive Personal Leave days during the last four (4) weeks of the school year upon prior approval and at the discretion of the Superintendent.
- h. A maximum of one (1) unused Personal Leave day may be carried over to the following school year.
- i. Personal Leave shall be granted in full and/or half day increments.

5. COMPULSORY LEAVE

- a. Released Time shall be granted for substantiated and required appearances in court. Witness fees and any other compensation received, if any, shall be for-warded to the Board within thirty (30) days of receipt by the employee, in order to get regular pay for time released.

- b. Compulsory leave shall be granted only if the employee is not a named party in the proceeding, or unless the employee, if named, has used all of his/her Personal Leave.

6. PROFESSIONAL LEAVE FOR ATTENDANCE AT CONFERENCES, CLINICS OR CONVENTIONS

- a. Any full-time employee desiring to attend a professional conference, clinic or convention shall submit to the Superintendent a written request to do so. Said request shall be submitted to the Superintendent no later than ten (10) days prior to the conference, clinic or convention; and shall state the number of school days which the person will miss by attending the conference, clinic or convention, and the professional nature of the conference, clinic or convention.
- b. Teachers shall not be required to obtain their substitutes for prior approved Professional Leave. Should the date of the event for which the professional day has been granted be postponed, cancelled or rescheduled, the person requesting the professional day will assume the responsibility of immediately notifying the person(s) responsible for calling substitutes.
- c. Upon approval of an employee's request for Professional Leave, the employee shall receive no deduction in pay. A signed statement of the employee certifying eligibility for reimbursement will be accepted for mileage and meal reimbursements. Other expenses require vendor receipts.
- d. The following expenses are eligible for reimbursement:
 - (1) Mileage at the IRS rate or coach airfare for distances exceeding 475 miles round trip.
 - (2) Lodging at the government or conference room rate.
 - (3) A maximum of \$30 per day for meals. Tips and alcoholic beverages are not reimbursable.
 - (4) Parking and tolls at the rate of 100% of actual expenses.
 - (5) Registration and conference materials at the rate of 100% of actual expenses.
- e. The following cost containment measures shall be placed into effect to maximize available professional development financial resources for employees attending the same conference.
 - (1) Employees will travel together whenever possible. One employee for every two attendees may claim reimbursement for mileage, parking and tolls.
 - (2) Meal expenses will be reimbursed only when a meal is not included in the conference registration fee or provided by the lodging facility.
 - (3) Lodging will be double occupancy whenever possible.
 - (4) If an employee is willing to provide volunteer services to obtain a significant discount on conference attendance costs, the Superintendent may authorize additional professional leave.

- f. Professional leave shall also be granted if it serves the following purposes, with the restriction noted:
 - (1) For employees who serve as an escort, chaperone, or supervisor of a Superintendent approved student function.
- g. Employees may be required to provide a written or verbal report of the professional meeting for which they received reimbursement.

7. ASSOCIATION LEAVE

The Board shall grant nine (9) days Released Time per school year to the Association President and/or his/her designees. These days shall be used by delegates or alternates to State or National Association meetings. These days shall be granted through this Section, except that the Board is not obligated for any expenses other than release time and replacement substitute, if necessary.

Minimum use of these days is in one-quarter (1/4) day blocks. The Superintendent may approve other Association Leave at the request of the Association President.

8. FAMILY AND MEDICAL LEAVE CLAUSE

The Family and Medical Leave Act shall not adversely affect the leave provisions of this Contract. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions of the Family and Medical Leave Act of 1993 and its amendments. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing his/her rights under the Act as provided by law.

- a. Each employee is entitled to and shall be granted upon request up to twelve (12) work weeks of unpaid leave per year for a serious health condition of the employee, or to care for a new child or a sick child, parent or spouse, or for any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on covered active duty. Such leave may be taken for the care of a newly adopted or newly placed foster child, as well as a newborn child. Each employee is likewise entitled to twenty-six (26) work weeks of leave per year to care for a covered service member with a serious injury or illness who is the spouse, son, daughter, parent or next of kin to the employee (military caregiver leave).
- b. Any leave beyond twelve (12) weeks in a year, or twenty-six (26) weeks in a year if military caregiver leave, for these combined purposes may be granted pursuant to the other leave provisions of this Agreement.
- c. Eligible employees may choose to substitute paid or unpaid leave granted by other provisions of this Agreement for all or part of the unpaid leave granted under this

Article.

- d. The employee shall give the Board thirty (30) days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as possible.
- e. Leave may be taken intermittently in accordance with the law.
- f. The Board shall be entitled to recover health care premiums during the leave if the member fails to return to work. This shall not be the case if the failure to return to work is because of the continuation, recurrence or onset of a serious health condition—either the member's own or that of an immediate family member for whom they need to care, or due to other FMLA eligible circumstances beyond the control of the teacher. The Board shall continue the group health insurance plan afforded employees during the term of the leave. The employee share of the premiums may be paid on a current basis or upon return to work.
- g. Upon return from FMLA leave, the employee must be returned to the same position or to an "equivalent position with equivalent benefits, pay, status and other terms and conditions of employment".
- h. Year

For purposes of Family Leave benefits, "year" shall be defined as July 1 through June 30.

B. UNPAID/PARTIAL-PAID LEAVES

1. SABBATICAL LEAVE

- a. Any employee who has completed six (6) consecutive years of teaching in the Streetsboro City Schools may be granted a Sabbatical Leave of Absence with one-half (1/2) pay for professional improvement for up to one (1) full school year [thirty-six (36) weeks].
- b. Application for Sabbatical Leave for professional study, research, or professional improvement must be made at least sixty (60) days prior to the beginning of such requested leave. Applicant must be notified by the Board of the disposition within thirty (30) days of receipt of the request. The application for such Sabbatical Leave of Absence must be accompanied by an outline of the program of study or research to be pursued, or the proposals for the professional improvement.
 - (1) Application will be made to the Superintendent. The applicant will submit plans for the use of the Sabbatical Leave of Absence and will meet all other requirements as established.
 - (2) Sabbatical Leave of Absence may be granted at the discretion of the Superintendent and the Board.

- c. Generally, it is intended that study and other proposals for improvements will include a full graduate load and will lead to the completion of a degree in the member's field or area of professional service if such degree, either undergraduate or graduate, is not already held. Application for leave for travel will outline in detail the scope and nature of the travel, will make provision for an itinerary covering a minimum of four (4) months or eight (8) months, will clearly show how such travel will contribute directly to improve classroom instruction or to improve professional services by the member, and shall give reasons why such travel may not be accomplished when schools are not in session or when the member is not on duty.
- d. Sabbatical Leave for professional improvement will not be granted to any employee more often than one (1) full year for every five (5) consecutive years of service, nor will leave be granted a second time to the same individual when other members of the staff in sufficient numbers to fill the quota for the period have filed a request for and are awaiting such leave. The number of employees on Sabbatical Leave in any one (1) years will be limited to one (1) for each level -- Elementary, Middle, and High School.
- e. The amount of partial pay which an employee will receive while on leave under the provisions of this Section will equal one-half (1/2) his/her contract salary for the year plus benefits, effective September through June; and will be paid every two (2) weeks.
- f. All members will, as a condition of approval for Sabbatical Leave of Absence for professional growth, sign a written agreement to return to service in the Streetsboro City Schools for a period of at least one (1) year immediately following the satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume his/her employment.

Refund of pay received on leave may also be required if the Sabbatical Leave Committee judges that the member failed to complete the program of professional improvement, unless such failure was beyond the control of the member.

If the person terminates service before the end of the one (1) year minimum, a salary refund to the Board will be due proportional to the amount of service not actually rendered.

2. PARENTAL LEAVE

Each staff member shall be entitled to two (2) leaves under the following provisions; however, each leave shall not extend beyond two (2) years:

- a. Use of Sick Leave – Any staff member may use Sick Leave or advancements thereof for absence due to disability caused or contributed to by pregnancy, pregnancy

interruption, childbirth, and recovery there from thereafter collectively referred to as "pregnancy". Unless additional time is certified by a physician, this period of disability shall not exceed 30 days of the current school year.

- b. Parental Leave (pregnancy and adoption) – Parental Leave may be used in lieu of Sick Leave or after the period of disability as verified in writing by the employee's physician. A staff member who is pregnant or adopting a child (less than four (4) years old on or before September 30 of the year of the request) may request, and shall be entitled to, a leave of absence without pay for parental or child care reasons to begin any time during pregnancy for up to four (4) semesters after the child is born. In the case of adoption of a child of any age, a member is entitled to up to ten (10) days of the employee's accumulated sick leave to obtain custody and care for the child and four (4) semesters unpaid for childcare leave. Written notification to the superintendent must be made no later than July 10 for the fall semester and no later than January 1 for the spring semester.
- c. In an emergency situation, an employee may cancel their request for parental leave with the superintendent's approval.

3. **UNPAID STUDY LEAVE**

- a. A leave of absence for professional study for one (1) year without pay may be granted to a bargaining unit member who has taught in the District at least four (4) years.
- b. The plan for this professional study is subject to the approval of the Superintendent or a designee; upon approval of the plan for the professional study, the Superintendent shall recommend to the Board that the one (1) year Study Leave be approved.

C. **BENEFIT RIGHTS**

1. **Insurance and Retirement**

Any staff member on an approved Unpaid/Partial-Paid Leave shall be entitled to request in writing to the Treasurer and receive the right to be covered by any or all insurances selected by the staff member, provided the staff 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 staff member upon termination of leave.

2. **Reinstatement**

At the expiration of an unpaid leave, the employee shall be assigned to the same or similar position as he/she held immediately prior to leave, by forwarding a request with intent to return to the Superintendent on or before November 1, if he/she is returning the beginning of the second semester; or on or before March 1, if he/she is returning the following school year.

3. Application

An All-Purpose Leave Request Form (Appendix A) shall be completed for each leave. The form shall be submitted to the Principal at which time any and all deadlines commence. A copy of an approved or denied paid leave (also unpaid leaves not requiring Board action) will be returned to the employee within five (5) workdays of the immediately succeeding Board meeting. Employees wanting to know the status of their application prior to five (5) days may call the Board Office.

D. INCENTIVE FOR ATTENDANCE

1. As an incentive for attendance, staff shall be given a monetary award as follows:
 - a. For perfect attendance, with no time missed for either Sick Leave or Personal Leave, for a nine (9) week grading period, the employee shall be awarded One Hundred Dollars (\$100) for the first, second and third grading periods and One Hundred Fifty Dollars (\$150) for the fourth nine (9) week grading period.
 - b. The attendance incentive will be payable quarterly following each nine (9) week grading period.

ARTICLE 4. TRANSFER AND ASSIGNMENT

A. INVOLUNTARY TRANSFER

1. Definition: An involuntary transfer is the reassignment of an employee from one building to another for more than 50% of instructional time, initiated by the Administration for one of the following reasons:
 - Decline in student enrollment
 - Determination of a need to adjust educational programming for students
 - Financial reasons
 - Best interests of students
2. There shall be no involuntary transfer except if there is a decline in student enrollment, determination of a need to adjust educational programming for students, financial reasons, or best interest of the students. In addressing whether there has been a decline in student enrollment, a need to adjust educational programming for students, financial reasons or for best interest of the students, the Superintendent shall meet with the Association President to review the proposed reasons for the involuntary transfer. The meeting between the Association President and the Superintendent shall occur at least 10 calendar days prior to the notification to the employee regarding the involuntary transfer. Good faith efforts will be made to limit involuntary transfers to more than two grade levels in either direction from the present assignment. A teacher may not be involuntarily transferred due solely to student performance on standardized tests.

3. If an involuntary transfer is necessary, all employees shall be notified to determine if there is a volunteer for the involuntary transfer. If one volunteers, the Superintendent may consider transferring the volunteer. However, seniority will be the primary consideration.
4. The employee who is to be involuntarily transferred may request a meeting regarding the transfer with the Superintendent or designee and the Association President or designee. At this meeting the parties will review and discuss the reasons for the involuntary transfer. This meeting shall occur prior to the involuntary transfer. The administration is required to notify an employee of an involuntary transfer outside of the school day.
5. If the employee is involuntarily transferred, that individual shall be given first consideration to transfer out of the position to the original position or to any other open position in the first succeeding year that there is such an opening.
6. If the person is involuntarily transferred, the Board will allocate \$1000.00 over the next twenty four (24) months to be used for education for the employee to enhance his/her skills for the new areas of assignment.
7. When an individual is involuntarily transferred, he/she shall receive up to \$500.00 to purchase supplemental materials for the new assignment. This money shall be in addition to what is already allocated to teachers in the grade level/subject area of the new assignment. The building administrator may make suggestions regarding how to spend this money; however, the individual teacher shall have the right to purchase what he/she deems appropriate for the new assignment.
8. An involuntary transfer is not applicable to bargaining unit members on district-wide assignments, e.g. librarians, related services personnel (SLP and psychs), IEP-driven assignments, nurses and guidance counselors.

B. VOLUNTARY TRANSFERS/OPENINGS

1. An "opening" shall be defined as the death, retirement, resignation, nonrenewal of a bargaining unit member, or the creation of a new or additional bargaining unit position, which results in a vacancy that the Board intends to fill.
2. All district openings for positions covered by this Agreement shall be posted, including administrative positions.
3. The Superintendent shall notify all staff of any bargaining unit openings that occur, so that current staff can apply.
 - a. Postings shall be e-mailed to all bargaining unit members within a five (5) workday period from the date of e-mail for employee response. During the summer, a call will be made to all members in addition to the e-mail.
4. Employee applicants shall be interviewed.

5. Employee applicants, if certified, who apply within the posting period, shall have first consideration over hiring new personnel for bargaining unit positions. Positions shall be filled based upon the following criteria: Appropriate certification, filling all necessary positions (K-12) with certified staff, maintaining all presently employed staff, and seniority (years of service in the District) being the primary consideration for transfer. However, if the person with the most seniority is not chosen for the position, he/she will be entitled to a conference with the Superintendent.
6. In the event there are no qualified internal applicants, the Superintendent shall notify the SEA President.
7. Any opening shall not include positions to be filled by personnel returning from a leave, or by personnel affected by a Reduction In Staff. Any opening that becomes vacant after the beginning of the school year shall not be posted until such time as staffing considerations are made for the next school year or until the Board elects to fill the position permanently, whichever occurs first.

C. ASSIGNMENTS

1. Except as outlined in A. and B. above, All employees will be assigned annually by Superintendent.
2. Tentative assignments for the succeeding school year shall be provided on or before the last employee day of the school year to help employees and Administrators in planning. Employees dissatisfied with their teaching assignment shall have the right to a conference with the Principal or the Superintendent, with an SEA representative in attendance if the employee desires. A purpose of the conference is to explain to the employee(s) the reason(s) for the assignment decision.

D. CLASSROOM ASSIGNMENTS

When making the assignment of classroom, the Administration will consider the seniority of each employee. When making the assignment for Art, Music, Physical Education, Home Economics, Industrial Arts, and/or other lab classes, the Administration will consider the facilities needed to conduct the assignment.

E. CREDIT FLEXIBILITY/CREDIT RECOVERY/ONLINE COURSE

1. With the express and exclusive exception of those students enrolled through ACE as of August 20, 2013, any on-line, credit flex, independent study, or similar non-traditional form of instruction, class, program, or activity, not otherwise specifically addressed in the Master Agreement, for which a student will receive credit shall be offered to bargaining unit members represented by the SEA as the teacher of record.
2. Bargaining unit members shall be paid a sum of Two Hundred Dollars (\$200.00) per student per Course for each full year course and One Hundred Dollars (\$100.00) per student per Course for each semester-length course, paid pursuant to a supplemental contract.

3. No bargaining unit member shall be required to accept such a position.

ARTICLE 5. CALENDAR, DAY, AND PREPARATION

- A. The school year shall be one hundred eighty-four (184) employee workdays which includes:
 1. At the beginning of the school year, there will be two (2) days that will be divided with two (2) one-half (1/2) days for professional development and two (2) one-half (1/2) days as teacher workdays.
 2. The last day of the first semester will be a teacher workday equally divided in the same manner.
 3. Records/Close-out will be the last work day of the year.
 4. Martin Luther King Day and NEOEA Day shall be non-work days.
- B. At least five (5) weeks prior to the Board's consideration of a calendar for the following school year, the Superintendent shall submit to the SEA President two (2) proposed calendars for the following school year. The SEA President shall have three (3) weeks to solicit input from the SEA general membership and to submit the preferred calendar to the Superintendent at least two (2) weeks prior to the Board's vote. The Calendar Committee shall conduct a vote of the calendar options. The Association President shall be present when the vote is counted. The vote count shall be published by building counts.

The Calendar/Conferencing Committee will be established on an annual basis to recommend a School Calendar to the Board of Education for the next school year. The Calendar/ Conferencing Committee shall be comprised of: two (2) Board of Education members, four (4) SEA members and designee(s) (Primary, Elementary, Intermediate, Middle School, High School), and the Superintendent, with SSSPA representation if established in the SSSPA contract. Members shall be appointed by the presidents of their constituent groups. Each year half of the Calendar/Conferencing Committee membership will change (rotate). This Calendar/Conferencing Committee will establish ground rules and procedures at the first meeting with the recommendation presented to the Board of Education by March 1. The Calendar/Conferencing Committee will be formed in October (set up ground rules, establish dates and procedures).

- C. Once the calendar is adopted, any modification throughout the year shall be discussed with the Association before implementation, except that the first five (5) days of school closing, if necessary, each year, shall not be made up unless required by law or the State Department of Education.
- D. The employee workday shall be seven (7) hours and thirty (30) minutes.
 1. Each building has individual, unique needs which must be met based on their schedule and

extracurricular activities. A schedule will include 75 minutes per week or equivalent collaboration time during the regularly scheduled work day. When a school week does not include five (5) calendar days, the total time (75 minutes) will be decreased proportionately. Collaboration time will not be used for instruction and will occur within the seven and one-half (7-1/2) hour work day. Teacher collaboration time shall be tied to the district's educational goals, used for collaboration among teachers, and shall include the topics set forth below. Teacher collaboration time shall be tied to the district's educational goals, used for collaboration among teachers and shall include the following topics:

- Grade level issues
- Subject matter
- Co-teaching/interdisciplinary planning
- Cross-assessment
- Special needs collaboration
- One day per week devoted to "wild card" topics
- Safety & security
- Vertical planning
- IAT

Notes will be taken of each collaboration session and shared among appropriate staff members and administration. The Building Labor Management Committee shall, in its monthly meetings, review the topics to be addressed in the collaboration periods.

The Building Labor Management Committee shall, in its monthly meetings, establish the topics to be addressed in the 15 minute collegial collaboration periods. Any plan to veer from the topics presented must be submitted to the Principal's Advisory Committee and approved.

2. At least fifteen (15) minutes of the regular daily wrap-around time shall be scheduled as noninstructional time. The Board shall continue to use this teacher time as needed as long as it is not regularly scheduled (daily) as instructional time or for homeroom.
3. Included within the workday shall be a thirty (30) minute uninterrupted, duty free lunch period.
4. Planning time shall be 240 minutes a week. Any planning time beyond the 240 minutes may be used at the discretion of the Administrator. In grades K-6, planning time shall consist of a minimum of 40 continuous minutes a day. In grades 7-8, planning time will be one full class period each day. At the high school, planning time shall be a minimum of one full class period per day for four (4) days. The fifth day planning time will be at least thirty consecutive minutes. These timeframes are not intended to contradict the allowance of 240 minutes of required weekly planning time.
5. Starting and ending times for buildings will be discussed at the May Steering Committee meeting, but the final decision on starting/ending times will be made by the superintendent. If extenuating circumstances arise, an employee may discuss the situation with their immediate supervisor.

6. By December 1 of each year, the SEA president will appoint up to five (5) teachers to serve on the Master Schedule Committee in each building except the high school to provide input to the administration of the specific building. By December 1 of each year, the high school Master Schedule Committee will be established to provide input to the administration. The High School Master Schedule Committee may consist of a representative from each core department, special education, Specials 1 & 2 and guidance, at the discretion of SEA. Participation on the committee is voluntary.
- E.** Staff meetings may overlap the planning time. Staff meetings shall not exceed a total 90 minutes per month and may be scheduled before or after the teacher school day. Each building may meet the total 90 minutes per month only if the need arises. In general, regular monthly meetings should not exceed 45 minutes in length. If a meeting is scheduled for a special presentation the time will be limited to 60 minutes. One week prior notice shall be given to all staff members. Only in case of an emergency shall staff meetings exceed 90 total minutes per month. However, staff meetings shall not be scheduled after school on the last workday of the week or after school on the last teacher work day.
- F.** Employees are expected to attend other meetings involving curriculum, but attendance is at the discretion of the individual. In the Spring of each school year, staff input from each building will be sought to plan and schedule building level functions. Employees are required to attend one (1) open house per school year to be scheduled during the teacher work year. Open house dates shall be set by June 1 for the following school year.
- G.** Employees shall not be required to substitute for an absent employee(s). Finally, employees who volunteer to substitute or are assigned to accept a class into a Study Hall, shall be compensated as per the rate schedule below:
1. For periods sixty-one (61) to eighty-five (85) minutes in length, Thirty-Three dollars (\$33.00) per period.
 2. For periods forty to sixty (40-60) minutes in length, Twenty Dollars (\$20.00) per period.
 3. For periods thirty-nine (39) or less minutes in length, Eighteen Dollars (\$18.00) per period.
 4. If classes are split or there is more than one (1) employee assigned to a particular class, the amount shown in Item 1, 2, 3 or 4, above, will be equally split.
 5. If a K-6 teacher is absent and no substitute is available, the class without the substitute will be divided equally among the teachers in the grade level. The teacher will be paid \$5.50 per student per day assigned to that class.
 6. Building Administrations shall arrange class coverage and preauthorize payments. Bargaining unit members shall not be required to arrange said coverage unless mutually agreed.
 7. When two (2) teachers are assigned to provide instruction for one (1) class and one (1) of

the teachers is absent, the other teacher shall be paid at the above scheduled rate if no substitute is hired.

- H. Any staff required to travel between buildings for assignments shall be provided twenty (20) minutes travel time.
- I. In an effort to reduce the use of substitutes, the Superintendent or designee may schedule intra-district meetings after the regular school day. Bargaining unit members who attend intra-district meetings after the regular school day shall be paid Seventeen Dollars and Fifty Cents (\$18.50) per hour.
- J. High school teachers who attend high school graduation shall be permitted to leave after half the day on the final teacher work day.
- K. The Building Labor Management Committee (LMC) shall meet monthly to identify and resolve building level issues. Unless the parties mutually agree to add items, agendas must be submitted at least three (3) school days in advance and topics will be limited to items on the agenda.

ARTICLE 6. REDUCTION IN STAFF

A. CAUSE(S)

When, by reason of decreased enrollment of pupils, financial reasons, return to duty of regular teachers after leaves of absence, changing course offerings and selections, or by reason of suspension of schools or territorial changes affecting the District, the Board decides that it will be necessary to reduce the number of employees, it may, within policies governing the Streetsboro City School District, make a reasonable reduction.

B. ATTRITION

The number of persons affected by a Reduction In Staff will be kept to a minimum by not employing replacements for employees who die, retire, or resign, or whose limited contracts are not renewed. The employment of replacements for some positions may be necessary in the event that employees in the system do not possess the necessary certification.

C. NOTIFICATION

At least thirty (30) days prior to Board action, the Superintendent shall give written notice to the Association, through its President, of his/her intent to recommend a Reduction In Staff (RIS) to the Board. Such notice shall contain the reason(s) for the RIS and the positions and individuals to be affected.

D. SUSPENSION OF CONTRACTS

Reductions under this procedure, when unavoidable, will be effectuated at the beginning of the following school year and shall be accomplished through the suspension of an employee's

contract. Written notice will be given on or before June 1.

E. ORDER OF REDUCTION

1. Bargaining unit members shall be included on the Seniority List in all their respective areas of certification.
2. The Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent, who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.
 - a. Limited contract teachers shall be reduced first utilizing the following order:
 - (1) Certification/Licensure within the affected teaching field.
 - (2) Comparable evaluations as defined in this Agreement.
 - (3) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
 - b. Should the necessary reduction in teaching positions exceed the number of limited contract teachers in the affected teaching field, continuing contract teachers shall be reduced utilizing the following order:
 - (1) Certification/Licensure within the affected teaching field.
 - (2) Comparable evaluations as defined in this Agreement.
 - (3) When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field being the first to be suspended.
3. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, under the provisions of Section E.2. above, 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 otherwise would receive under the contract. An employee whose contract is suspended in part may displace an employee in accordance with G. 2. below. If an employee does not displace another employee, then the employee will be placed on the RIS list for that portion of the employee's duties that were reduced. If an employee is reduced in part, the employee may continue on the District's health insurance on a pro rata basis. Reduction in force will not be used to create two (2) part time teachers to replace one (1) full time teacher.

4. A bargaining unit member who is teaching in the same certification area as a bargaining unit member who is slated for a reduction in force may volunteer for the reduction in force and shall be reduced in force in lieu of the bargaining unit member slated for layoff. Board will not challenge an application for unemployment benefits.

F. COMPARABLE EVALUATIONS

1. During the 2013-2014 and 2014-2015 school years, all members of the bargaining unit shall be considered comparable to one another for the purpose of reduction in force.
2. Effective with the 2015-2016 school year, comparable evaluations shall be defined as follows:

For the purpose of defining comparability, beginning with the 2015-2016 school year, the rating shall be based on a rolling three (3) year average of the annual Summative Rating for each teacher. Teachers with an average rating of "Accomplished" shall be comparable to one another; teachers with an average rating of "Skilled" shall be deemed comparable to one another; teachers with an average rating of "Developing" shall be deemed comparable to one another, teachers with an average rating of "Ineffective" shall be deemed comparable to one another.

G. PROCEDURE

1. On or before November 1 of each school year, the Superintendent shall provide the bargaining agent with a Seniority List of all employees in the system in their areas of certification. Employees shall be placed on all lists for which they are certified. Employees may not add additional certification in any school year after March 5 for the purpose of being placed on additional lists to avoid RIS.
2. If a bargaining unit member is slated for RIS but is certificated in another/other subjects, s/he may bump into another subject area of a teacher who has a comparable evaluation or a teacher who has an evaluation below that of the bumping teacher. In bumping, s/he shall bump the least senior bargaining unit member in that subject area. If a teacher is certificated in more than one area, s/he shall bump into the area with the least senior bargaining unit member according to evaluation rankings. Non-OTES teachers shall bump the least senior teacher in a subject area in which they are certified or licensed.
3. Seniority shall be determined by the length of continuous service in the District. If two (2) or more employees have the same length of continuous service, then seniority will be determined by:
 - a. The date of the Board meeting at which the employee was hired; and then by,
 - b. The date on which the employee submitted a completed job application. Length of continuous service will not be interrupted or affected by authorized leaves of absence.
4. Employees selected for RIS shall immediately be placed on a RIS List compiled from the

procedure set forth in paragraph F provided for above. Employees released for performance reasons shall not appear on this list.

5. The Board shall notify every affected employee and the Association President of those employees being released and the recall order. As each person is reemployed, the Board shall notify the Association.
6. An employee whose contract was suspended because of staff reduction shall be placed on the Substitute List. Placement on the Substitute List shall not negatively impact on an employee's right to unemployment benefits.
7. Reassignments
 - a. If an employee, because of RIS, is assigned to teach in his/her secondary area of certification and there has been no teaching experience in that area for five (5) years, then the employee may obtain six (6) additional hours of course work in the area of reassignment, paid by the Board (Article 21. Tuition Reimbursement/ Reassignment Assistance Fund). The course work shall be completed within the fifteen (15) month period beginning with the notification of reassignment.
 - b. Should an employee be determined through the appraisal process to require the course work, such need shall be reflected on the Appraisal Form with the notation if said employee fails to take such course work.

H. RECALL

1. Any employee unemployed as a result of staff reduction shall be recalled in reverse order of being released, provided the employee is certified.
2. While there are previous employees of the District who are unemployed as a result of reduction in staff and who possess the proper certification to fill any vacancy which may arise, no new employees shall be hired. If there is a vacancy within the certification of a previous employee, that person will be given consideration and the opportunity for a conference before any reassignments or transfers to that vacancy.
3. The Board shall give written notice of recall by registered or certified letter to the employee at his/her last known address. It shall be the responsibility of each teacher to notify the Treasurer of the Board of any change in address.
4. Within ten (10) workdays of the returned certificate of receipt of offer to return to employment, the employee shall accept the position by replying in writing or by telephone, or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on leave who are certified have been offered an opportunity in writing to return to active employment in accordance with this Article. It is the employee's responsibility to keep his/her address current with the Treasurer's Office.
5. Employees returning to employment after a RIS shall resume their previous contract status,

seniority, salary, and fringe benefits.

6. If an employee declines an offer to return, or does not answer a request to return, or who has been under suspended contract for thirty-six (36) months, said employee shall be removed from the Recall List and the Board shall have no further obligation to that employee.

ARTICLE 7. POLICY AND RULES

- A. Official and current Board policies are posted on the District website.
- B. The Association President shall be given one (1) copy of any proposed change in Board Policy affecting members of the bargaining unit at least three (3) days prior to Board action.

ARTICLE 8. PARENT-EMPLOYEE CONFERENCES/ GRADING PERIODS AND INTERIM REPORTS

A. PARENT-EMPLOYEE CONFERENCES

1. Conferences shall be scheduled for the equivalent of up to two (2) school days per year.
2. Dates, times, and format of said conferences shall be established annually by the Board upon recommendation of the Grading and Calendar/Conferencing Committee.
 - a. The Calendar/Conferencing Committee shall be chaired by the Superintendent or his/her designee. The Committee shall have equal representation from the Elementary and Secondary staff appointed by the SEA President or his/her designee.
3. Appropriate procedures for scheduling conferences shall be mutually determined by the staff and the Building Administrator.

B. GRADING PERIODS AND INTERIM PROGRESS REPORTS

1. The grading periods shall be nine (9) weeks for Kindergarten through Grade 12.
2. Interim Reports are mandatory at the midpoint of each grading period if a student is in danger of failing, or if there has been a marked decline in achievement, or if the student has fallen below a "C" average.
3. Interim Reports shall be approved annually by the Board upon recommendation of each building.
4. Interim Progress Reports shall be mailed to parents of students in Grades 7-12, and shall be sent home with the students in Grade 1 through Grade 6.
 - a. Pertinent dates for interim reporting shall be established by the Building

Administrator and communicated to all staff.

- b. A duplicate copy of the form shall be retained for school use.
- c. At the High School and Middle School, office personnel shall be responsible for collating and mailing the Interim Progress Reports.

C. CLASSROOM VISITATIONS

If a parent/guardian expresses interest in visiting the classroom of a son or daughter, the parent/guardian will make this request with the Building Principal at least twenty-four (24) hours prior to an intended visitation. The parent/guardian will indicate the purpose of the visit. Visits will be arranged at a mutually convenient time and date.

ARTICLE 9. TEACHER EVALUATION/PERSONNEL FILE APPRAISAL

The Board and Association acknowledge that the overarching purposes of the teacher evaluation system are to serve as a tool to advance the professional development of teachers, to inform instruction and to assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

The evaluation procedure contained in this agreement shall not be used in any decision concerning the retention or removal of any teacher until two evaluation cycles have been completed.

If the Ohio Legislature or the Ohio Department of Education decides that the OTES model will no longer be used, the District will continue to use OTES until a new evaluation system is agreed to and ratified. A committee will be assembled to develop a different evaluation procedure. Any recommended procedure will be subject to ratification by the parties.

A. APPLICATION

This procedure applies to any person employed under a teacher's license or a professional or permanent teacher's certificate issued under ORC 3319.22, 3319.26, 3319.222 or 3319.226 or a permit issued under O.R.C. 3319.301, and who spends at least fifty percent (50%) of his or her time providing content-related student instruction.

- B. Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day worked, each teacher shall be notified in writing of the name and position of the evaluator, the evaluation procedure and forms to be used.

C. TRAINING

- 1. Training on the evaluation framework and system will be provided, at Board expense, for all teachers prior to the implementation of the evaluation framework. The training team should consist of both teachers and administrators. For the 2013-14 school year training shall occur in ½ day increments. Any new staff hired before the start of a school year

will receive training before the school year. Anyone hired after the start of the school year will receive training before the evaluation cycle begins.

2. Evaluators

- a. All evaluators must successfully complete the state mandated credentialing training on the evaluation model.
- b. The person responsible for assessing a person's performance is the building administrator (principal or assistant principals) or a teacher's immediate supervisor employed as a full-time administrator by the district and holding the licenses set forth in O.R.C. §3319.01 or 02. The Director of Pupil Services may evaluate intervention specialists and the Director of Curriculum may evaluate, as needed.
- c. If an employee has more than one supervisor, one supervisor shall be designated as the evaluating supervisor.
- d. An evaluator shall be selected by the teacher for those teachers with an above expected level of student growth on the student growth measure dimension of the evaluation procedure.
- e. All evaluation documents and rubrics used for those documents will be based on documents from the Ohio Teacher Evaluation System Training Workbook, published in April of 2012, with exceptions and modifications noted in this contract. Copies of all documents to be used for teacher evaluation are found in Appendix B.
- f. All evaluation processes and rubrics used for those processes shall be based on the description of the process found in the Ohio Evaluation Training Workbook published in April of 2012.
- g. SEA members shall not be evaluators.

D. DEFINITION OF OBSERVATION AND EVALUATION CYCLE

1. An Evaluation shall consist of a combination of teacher performance and student growth. The teacher performance shall consist of walkthroughs, two pre-observation meetings, two observations, two post-observation meetings and one summary evaluation meeting. The calculation of student growth measures shall be defined within this contract. No bargaining unit member shall be evaluated more than once per school year.
2. Teacher Performance
 - a. A teacher's performance shall be assessed based on criteria set forth in the Teacher Performance Evaluation Rubric found in, Appendix B-9 of this Agreement.
 - b. No teacher shall be evaluated on his or her work performance except after fair,

reasonable, and objective observations of the work performance and with full knowledge of the teacher.

- c. Additionally, walkthroughs that are deemed a part of this evaluation process must be conducted in accordance with the definition/process set forth in this Article/Section.
- d. The final written report and conference shall occur no later than May 10.
- e. Teachers rated "accomplished" will be evaluated every other year.
- f. If the Board enters into a limited contract or extended limited contract with the teacher pursuant to section 3319.11 of the Revised Code, the Board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the Board may wish to declare its intention not to re-employ the teacher pursuant to Ohio Law and the terms of this Agreement.
- g. A committee to review the evaluation process consisting of up to four (4) people appointed by the SEA and four (4) people appointed by the Superintendent will be created to review the process and recommend needed changes.

The committee will meet in October of 2013 to review the current process. The committee will meet with the staff from each building between January 1 and May 1, 2014, to determine if changes need to be made to the process for the 2014-15 school year. The final report from the committee will be completed by May 20, 2014.

The final report will be shared with all SEA members and administrators. If changes are agreed upon by both the Superintendent and SEA President, an MOU shall be written prior to June 5, 2014, to make the necessary changes for the 2014-15 school year.

The committee will meet in October of 2014 to review the current process. The committee will meet with the staff from each building prior to May 1, 2015 to determine if changes need to be made to the process for the 2015-16 school year. The final report from the committee will be completed by May 20, 2015. The final report will be shared with all SEA members and administrators. If changes are agreed upon by both the Superintendent and SEA President, an MOU shall be written prior to June 5, 2015, to make the necessary changes for the 2015-16 school year.

E. OBSERVATIONS

1. Schedule of Observations

The date and time of the observation will be discussed by both parties. The teacher will choose the class period for one observation and the administration will choose the class period for the second and/or third, if applicable.

Two (2) formal observations shall be conducted to support each performance

evaluation, one shall occur during the first semester, and one shall occur during the second semester, but by May 1. When a third or additional observation is conducted, it can occur at any time during the school year, but by May 1. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least 15 school days between formal observations, unless the evaluator and person being evaluated mutually agree in writing to waive the fifteen (15) school day timeline. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, additional observations may be conducted.

No observations shall occur the school day before or after a scheduled school recess, unless agreed upon in writing between the two parties.

2. Pre-Observation Meeting

Once the observation date and time are set, a pre-conference will be held for each observation between three (3) and one (1) working days prior to the observation in order for the teacher to explain plans and objectives for the lesson. No pre-conference form shall be required. The conversation shall be focused on the Pre-Conference Sample Questions, found in Appendix B-8.

3. Observation of Teacher Performance

All monitoring or observation of the performance of the teacher during the observation process shall be scripted by the evaluator and conducted with the teacher's knowledge. No devices shall be used to make an audio or video recording.

F. POST OBSERVATION CONFERENCE AND REPORT

1. A conference will be held with the teacher after each observation. The conference shall be conducted within five (5) working days of the observation, unless the administrator or teacher is absent or another time is mutually agreed to by parties.
2. The evaluator shall complete a copy of the OTES Summary of Scoring/Evidence Template found in Appendix B-6, summarizing each observation performed. The teacher will receive a copy of the form as completed by the evaluator at least 24 hours prior to the post conference. This document shall be updated to reflect the post-conference conversation and evidence, as needed.
3. The evaluator shall prepare a draft copy of the OTES Evaluator Post-Conference Plan, found in Appendix B-4, in preparation for the post-conference. This document will be considered fluid until the end of the post-conference. The final version of the OTES Evaluator Post-Conference Plan shall reflect the post-conference conversation.
4. The OTES Evaluator Post-Conference plan will contain an area for teacher comments. Teachers shall have five (5) working days to return the signed document to the evaluator.

G. WALKTHROUGHS

1. Walkthroughs used for evaluation purposes are conducted as follows:
 - a. The walkthrough shall be less than fifteen (15) consecutive minutes in duration. There will be a maximum of six (6) walk-throughs per evaluation.
 - b. The same walkthrough templates shall be used in each building. The Walkthrough Form can be found in Appendix B-7.
 - c. Data for a walkthrough may be collected electronically. No audio or video recordings shall be made.
 - d. A copy of the walkthrough data to be used for evaluation will be provided to the teacher within one (1) day of the walkthrough.
 - e. The teacher shall have one work day to make any comments, sign the document, and return it to the assigned evaluator.
 - f. Walkthroughs for evaluative purposes shall be conducted by the assigned evaluator.

H. WRITTEN EVALUATION

1. The summative evaluation will result in an effectiveness rating of "Accomplished", "Skilled", "Developing", or "Ineffective." An effectiveness rating is based on the following two categories: 1) Teacher Performance; and 2) Student Growth Measures. Teacher performance and Student Growth Measures rating shall be combined to reach the summative teacher effectiveness rating. The Evaluation Matrix developed by ODE will be used to determine the Final Summative Rating.
2. The observations and walkthrough evidence will be consolidated into the Cumulative Performance Rating portion of the Final Summative Rating of Teacher Effectiveness found in Appendix B-1 within ten (10) days of the second post conference and shall be given to the teacher, and a conference shall be held between the teacher and evaluator.

The Student Growth Measure Data and Final Summative Rating will be added to the Final Summative Rating of Teacher Effectiveness document after the data becomes available but no later than May 1st. A conference shall be held between the teacher and the evaluator no later than May 10.
3. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. Should the report contain improvements needed, they shall be specific, measurable and include specific assistance teacher will be given by administrator.
4. The teacher may provide additional information to the evaluator within 10 working days for the receipt of the written evaluation and is entitled to a second conference with the

evaluator. Any additional information will become part of the summative record.

5. The evaluation report shall be signed by the evaluator. The evaluation report should then be signed by the teacher to verify notification to the teacher that the evaluation will be placed on file, but the teacher's signature should not be construed as evidence that the teacher agrees with the contents of the evaluation report.
6. The teacher has the right to make written response to the evaluator and to have it attached to the evaluation report which is placed in the personnel file. A copy of the response shall be signed by both parties and shall be given to the teacher.
7. The Board shall evaluate each teacher who received a rating of accomplished on the teacher's most recent evaluation conducted under this section once every two school years.

I. IMPROVEMENT PLAN

Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluator. Any teacher on an improvement plan shall have three (3) observations.

1. Definitions

- a. Improvement Plan is a clearly articulated assistance program for a teacher whose performance on key professional indicators has been documented to be ineffective by the evaluator.
- b. Timeline: All improvement plans are based on the previous evaluation and last the entire school year.
- c. Assistance: The evaluator is responsible to assist the teacher in correcting identified deficiencies.

2. Improvement Plan

- a. The evaluator, together with the teacher, will formulate the improvement plan. The teacher may have representation at all meetings with the evaluator. The Improvement Plan form can be found in Appendix B-2.
- b. The improvement plan, as outlined in this document, details:
 - (1) Rubric specific performance expectations, resources and assistance to be provided.
 - (2) The district will provide for the allocation of financial resources to support professional development.

- c. The Improvement Plan shall be completed no later than May 10th.
- d. The Improvement Plan Evaluation form can be found in Appendix B-3 and shall be completed no later than May 1st of the following school year.

J. EXTENDED LIMITED CONTRACT TEACHERS BEING CONSIDERED FOR NON-RENEWAL

- 1. A minimum of three (3) formal observations of each teacher who is under consideration for non-renewal or who is working under an extended limited contract shall be performed according to the guidelines set forth in this provision.
- 2. The Board of Education shall notify any teacher being considered for non-renewal for the next school year in writing by May 10.

K. PROFESSIONAL GROWTH PLAN

- 1. Professional growth plans shall be due before the last teacher work day of the school year and shall be developed as follows:
 - a. Teachers with above expected levels of student growth will develop a professional growth plan and may choose their credentialed evaluator for the next evaluation. (See Appendix B-5 for Form).
 - b. Teachers with expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluator and will have input on their credentialed evaluator for the evaluation. (See Appendix B-5 for Form).
- 2. Professional growth plans may be modified during the first twenty (20) school days of the following school year.
- 3. The Board shall provide for professional development to accelerate and continue teacher growth. Such funds shall be separate from the funds designated in Article 22 of the Negotiated Agreement.

L. STUDENT GROWTH MEASURES

- 1. ABSENCES
 - a. Students evidencing absences of 25% or more of the length of the course shall not be included in the calculation of any student growth measure utilized for teacher evaluation.
 - b. Teachers evidencing Board-approved leave (e.g. FMLA, Maternity, Parental, Long-term Sick Leave, etc.) may, upon consultation with the evaluator, elect to defer the consideration of student growth data to a subsequent year or adjust the expectations for the student growth targets.

2. EVALUATION

- a. For evaluation purposes during the 2013-2014 school year, the scores for Vendor Assessment will be the minimum percentage as required by law. The remaining percentage will be shared attribution using the District average Value Added for every teacher.
- b. Exempted from shared attribution are Category A1 teachers. Category A1 teachers' evaluation will be comprised of the following: 1) twenty-six percent (26%) of the student academic growth factor of the evaluation of the individual teacher shall be based on the value-added progress dimension of his/her own students; 2) twenty-four percent (24%) shall be shared attribution of the District Average Value Added score; and 3) on or after July 1, 2014, the entire student academic growth factor of the evaluation shall be based on the value-added progress dimension.
- c. Data from these multiple measures will be scored on five levels in accordance with ODE guidance and converted to a score in one of three levels of student growth: 1) "Above" 2) "Expected", and 3) "Below".
- d. All teachers to be evaluated by the OTES instrument will receive SLO training by the end of the 2013-2014 school year.

3. SLO COMMITTEE

A SLO Review Committee, under the direction of the Director of Curriculum, will be trained in SLO evaluation and will be responsible to review and approve SLOs developed by District teachers. The SLO Committee will also be responsible for creating a timeline for SLO evaluation, implementation, and review. The timeline must include a mid-year and end of year review of SLOs by the teacher and the credentialed evaluator. Teachers on the committee will be appointed by the Association. Teachers will receive the hourly meeting rate of \$25.00.

4. STUDENT GROWTH MEASURES COMMITTEE

Student Growth Measures Committee consisting of 4 SEA members and 4 administrators will meet to review the SLO results, vendor assessment data, and value added data to review the potential impact of those results on the final summative rating of the teacher. SEA members will be appointed by the Association. Administrators will be appointed by the District Superintendent. Following the review of the teacher evaluation data in the Spring, this committee shall meet to recommend to the parties' bargaining teams the sources and proportions of the Student Growth Measures Component for the 2014-2015 and the 2015-2016 school years.

All SLOs and vendor assessments used for calculating student growth will be administered by the teacher of record.

M. EMPLOYEES NOT INCLUDED IN THE OTES EVALUATION SYSTEM

All employees not included in the above evaluation model shall be evaluated with the current evaluation system.

Bargaining unit members not covered under the OTES Evaluation System will work as a committee to develop an evaluation tool for each role these members assume in the District. The evaluation tool will reflect best practices of the specific role. If a role specific evaluation tool is agreed upon, an MOU will be written and the evaluation tool will be implemented for the 2014-2015 school year. If a tool cannot be agreed upon by May 1, the member will be evaluated under the evaluation system in place for the 2012-2013 school year.

The following language applies solely to non-OTES bargaining unit members:

N. PURPOSE

1. To promote the improvement of instruction;
2. To assist the employee in achieving greater effectiveness in his/her assignment;
3. To provide written documentation of an employee's performance which can be used:
 - a. As evidence of an employee's performance;
 - b. As a basis for decisions about advancement of position and/or awarding continued employment;
 - c. As reference material for recommendations to other systems;
 - d. As the basis for developing an ongoing plan for the improvement of instruction.

O. PROCEDURE

The two (2) types of appraisal shall be as follows:

1. Developmental Supervision
 - a. For instructional staff members, there shall be a minimum of two (2) classroom observations at least one (1) of which will be based upon the Clinical Supervision approach, and no more than one (1) will be an unscheduled observation. All observations will be followed by a post-conference and a Classroom Observation Form (S-91-85).
 - b. Informal classroom observations, for which no Classroom Observation Form shall be completed but for which a post-conference may be held, can be completed by the appraiser between formal classroom observations, if necessary or requested.

- c. For Educational Support Personnel, there will be a minimum of two (2) Performance Appraisal Conferences and a Performance Appraisal Form (S-92-85) must be completed for each conference.
 - d. For each professional staff member, there shall also be a Summative Appraisal Conference for which a Summative Appraisal Form (S-93-85) shall be completed. This conference shall be conducted prior to April 1, and this conference will be held after and separate from the final post-conference observation, unless this provision is waived by mutual agreement.
 - e. To insure that the appraiser has a reasonable supervision load for the year, the number of professional staff on Developmental Supervision shall not exceed seven (7) staff members per appraiser. Professional staff members shall be selected for the Developmental Supervision cycle in the following order:
 - (1) First and second year employees.
 - (2) Employees eligible for continuing contract.
 - (3) Employees who have documented deficiencies and are thereby entitled to administrative assistance as per H.1, below, of this Article.
 - (4) Employees who are reassigned to a new area of certification.
 - (5) Employees whose contracts are expiring.
 - (6) Employees who volunteer.
 - f. All staff members should expect to participate in the Developmental Supervision process every three-four (3-4) years.
 - g. After two (2) years of service in the District, a professional staff member shall not be included in the Developmental Supervision process more than once in a three-four (3-4) year period unless the employee has documented deficiencies resulting from previous administrative appraisal(s).
2. Maintenance Supervision
- a. For instructional staff members, there shall be a minimum of one (1) classroom observation which may or may not be scheduled and a Classroom Observation Form (S-91-85) shall be completed for that observation.
 - b. For Educational Support Personnel, there shall be a minimum of one (1) Performance Appraisal Conference and a Performance Appraisal Form (S-92-85) shall be completed for that conference.
 - c. For each professional staff member, there shall also be a Summative Appraisal

Conference for which a Summative Appraisal Form (S-93-85) shall be completed. This conference shall be conducted prior to April 1 and will be held after and separate from the final post-conference observation, unless this provision is waived by mutual agreement.

- d. Teachers who are on continuing contracts shall only be evaluated once every two (2) years upon achieving continuing contract status unless there are noted deficiencies.

P. PROCESS

The following statements will serve to further clarify the supervision process:

1. Pre-Observation Conferences will give the employee and the Administrator the opportunity:
 - a. to identify the class setting, student characteristics, prerequisite skills, and objectives;
 - b. to specify the method for evaluating the achievement of objectives, instructional strategies and materials, and supervisory role; and
 - c. to record Pre-Observation Conference data.
2. Classroom observation gives the Administrator the opportunity:
 - a. to observe using one (1) or more supervision strategies; and
 - b. to record observation data on one (1) or more instruments.
3. Post-Observation Conferences shall be held within ten (10) school days of the observation unless mutually extended and will give the employee and the Administrator the opportunity:
 - a. to review what happened in relation to expectations outlined in the Pre- Observation Conference;
 - b. to identify patterns of student/employee behavior;
 - c. to cooperatively reconstruct the observation period in terms of what took place in the classroom during the observation period;
 - d. to plan for future instruction identifying alternative behaviors to strengthen instruction; and
 - e. to prepare for typing, the lesson reconstruction and the appraiser's comments.
4. Informal observations without written follow-up may take place at the discretion of the

Administrator.

5. During the first month of school, all personnel shall be thoroughly advised by the Building Principal as to the appraisal procedure and instruments to be used, and given a copy of such.

Q. DEFINITIONS

The following definitions will further clarify the components of the appraisal process described above:

1. Clinical Supervision: An interaction scheme between the employee and Supervisor which includes pre-conference, observation, and post-conference.
 2. Educational Support Staff: Professional staff members for whom twenty-five percent (25%) or less of their assignment involves classroom teaching responsibilities (e.g. Librarian, Guidance Counselor, etc.)
 3. Instructional Staff: Professional staff members for whom at least twenty-five percent (25%) of their assignment involves classroom teaching responsibilities.
 4. Post-Observation Conference Summary: A record of communication/conclusions identified during the Post-Observation Conference.
 5. Pre-Observation Conference Record: A record of communication at the preconference which defines the employee and supervisor roles in the teaching episode.
- R. The Building Principal and/or Assistant Principal shall be the primary person(s) responsible for observations and appraisals, unless the employee requests additional appraisers. The Director of Special Services shall be the primary person responsible for observations and appraisals of employees working under his/her direct supervision (Speech and Language Therapist, School Nurse, and Psychologists), unless the employee requests additional appraisers.
- S. A Summative Appraisal Conference shall also be conducted within the time limits established by Paragraph B.1.e, for the purpose of discussing a Summative Appraisal Form to which the completed Classroom Observation Forms have been attached. This conference shall be preceded by at least a two (2) workday notice to the employee. Following this conference, the appraiser shall have his/her comments typed and shall give the form to the employee. Employee comments may be written on the Summative Appraisal Form which is to be returned within seven (7) workdays after the conference. The Superintendent will encourage the Administrative Team to follow the procedures in a consistent fashion, i.e. the summative will be completed prior to the teacher/Administrator conference by the Administrator involved, during the conference the evaluation will be discussed, following the conference the teacher will have the opportunity to address his/her concerns using the checklist and the narrative.
- T. The summative appraisal and observations shall be signed by the evaluator. The evaluation

shall then be signed by the individual to signify his/her notification that the item will be placed in the file, but not that the employee necessarily agrees with the evaluation or observation(s).

- U.
 1. An employee who is found through the appraisal process to be deficient (performance that needs improvement or is unsatisfactory) shall be given such deficiencies in writing on the Summative Appraisal Form. The deficient employee shall be given an opportunity to correct deficiencies and the Administration shall give assistance in the employee's efforts to improve deficiencies including time, materials, resources, and/or district consultant services.
 2. An employee who is found through the appraisal process to have exemplary skills shall have such strengths acknowledged in writing on the Summative Appraisal Form.
 3. No employee because of the appraisal process shall be reduced in rank or compensation, suspended, demoted, terminated, or nonrenewed without just cause. Just cause shall be defined as willful or blatant or persistent violations of written administrative rules or regulations, established Board policy, this Contract, or failure to correct deficiencies as documented through the appraisal process. Just cause, as it is used for nonrenewal will not be applicable until an employee has completed three (3) years at Streetsboro. For teachers hired prior to July 1, 2008, the just cause provision shall be two years.
- V. The Administration shall make three (3) copies of the Classroom Observation Form, Performance Appraisal Form, and/or Summative Appraisal Form, and shall distribute them as follows: one (1) for the employee, one (1) for the personnel file, and one (1) for the Administrator responsible for the appraisal of that employee. All employee appraisals shall be processed confidentially according to Article 16 (Personnel Files).
- W. The summative appraisal and observations shall be signed by the evaluator. The evaluation shall then be signed by the individual to signify his/her notification that the item will be placed in the file, but not that the employee necessarily agrees with the evaluation or observation(s).
- X. The Classroom Observation Form (S-91-85) is attached as Appendix C. The Performance Appraisal Form (S-92-85) is attached as Appendix E. The Summative Appraisal Form (S-93-85) is attached as Appendix D. These forms may be changed upon mutual agreement of the Administration and the Association.
- Y. The following sections of this article pertain to all Bargaining Unit Members.
 1. An employee who is found through the appraisal process to be deficient (performance that needs improvement or is unsatisfactory) shall be given such deficiencies in writing on the Summative Appraisal Form. The deficient employee shall be given an opportunity to correct deficiencies and the Administration shall give assistance in the employee's efforts to improve deficiencies including time, materials, resources, and/or district consultant services.
 2. An employee who is found through the appraisal process to have exemplary skills shall

have such strengths acknowledged in writing on the Summative Appraisal Form.

3. No employee because of the appraisal process shall be reduced in rank or compensation, suspended, demoted, terminated, or nonrenewed without just cause. Just cause shall be defined as willful or blatant or persistent violations of written administrative rules or regulations, established Board policy, this Contract, or failure to correct deficiencies as documented through the appraisal process. Just cause, as it is used for nonrenewal will not be applicable until an employee has completed three (3) years at Streetsboro. For teachers hired prior to July 1, 2008, the just cause provision shall be two years.

- Z. The Administration shall make three (3) copies of the Classroom Observation Form, Performance Appraisal Form, and/or Summative Appraisal Form, and shall distribute them as follows: one (1) for the employee, one (1) for the personnel file, and one (1) for the Administrator responsible for the appraisal of that employee. All employee appraisals shall be processed confidentially according to Article 16 (Personnel Files).

AA. REPRESENTATION

For meetings concerning this appraisal process with the Administration, the employee shall be permitted to have an Association representative in attendance.

- BB. Strict adherence to the established appraisal forms and process is imperative.

- CC. Any grievance filed concerning this appraisal provision shall concern compliance with the procedural aspects of the appraisal only. It is understood, however, that the employee does have a right to question and/or disagree with the professional opinion and judgment of the appraiser and to rebut the contents of the observation report.

- DD. It is the intention of the parties that the provisions of this Article shall supersede all provisions of Ohio Revised Code 3319.11 and 3319.111. Differences arising out of the appraisal procedure shall be brought through the Grievance Procedure only.

ARTICLE 10. COOPERATING TEACHER/STUDENT-TEACHER

- A. The Streetsboro Education Association offers its full support of a Student-Teachers' Program and will attempt, upon request, to aid in the implementation or in finding solutions to any unanticipated problems connected with this program.
- B. Policies established by the cooperating university and approved by the Administration, unless they are in conflict with this Master Agreement, shall be followed in the implementation of the Student-Teaching Program. There shall not be any School District requirement as to how a Cooperating Teacher assigns duties or how much time the Cooperating Teacher must remain in the classroom.
- C. No employee shall be asked to serve as a Cooperating Teacher who has not taught in the

Streetsboro School System for at least one (1) year and who has not filed a voluntary statement of willingness to serve in such capacity for the current year on the Staff Register Form (S-19). Said forms are given to employees on the first day of school.

- D. If there should be a conflict of personalities, the Cooperating Teacher may recommend to the cooperating university that the Student-Teacher be transferred. Such recommendation shall in no way be used in the adverse evaluation of said Cooperating Teacher.
- E. The Student-Teacher shall not be used as a substitute employee, except in the case of an emergency.
- F. The Cooperating Teacher shall be paid by the district the amount received less deductions from the college/university for those services rendered outside the regular school day and beyond the duties and responsibilities specified in the teaching contract.

ARTICLE 11. CURRICULUM INPUT

- A. Curriculum tasks are necessary during the school year as preliminary work for major curriculum projects to be completed in the summer.
- B. The Superintendent or his/her designee shall determine which tasks are major curriculum projects that need concentrated effort in the summer and those which constitute work that can be accomplished during the school year. The Superintendent or his/her designee will be aided in this task by a committee of volunteer employees and Administrators whose function it shall be to investigate the matter and make recommendations.
- C. Participation in curriculum study, development, revision, or any other curriculum-related activity shall be voluntary for any member of the bargaining unit during the term of this Contract. Employees who volunteer for summer work will be selected on the basis of their involvement in preliminary work done during the school year. Writing and/or revising of curriculum maps and graded courses of study, if done outside the regular school day, will be compensated at a rate of Three Hundred Dollars (\$300.00) or two (2) days of Released Time per full-year course of study, or One Hundred Fifty Dollars (\$150.00) or one (1) day of released time for semester course of study, upon prior agreement of the Superintendent and the bargaining unit member.
- D. When working on curriculum revision, bargaining unit members will itemize purchases on a priority basis so that if cuts are necessary, the items considered most expendable will be cut first. The Superintendent shall make the final decision on all purchase requests and shall inform the bargaining unit member of his/her decision.
- E. All completed major curriculum projects will become the exclusive property of the Board.
- F. The Board agrees to continue the procedure and form for dealing with public objections to curricular programs and books within the school system excluding library and media materials.

ARTICLE 12. PARENTAL CONCERN PROCEDURE

- A.** No rule or procedure as referred to in this Article shall prohibit the members of the bargaining unit from legal representation, Association representation, or other remedy at law. Any appraisal of the employee's performance shall be done by the Principal as provided by Article 9 (Teacher Evaluation/Personnel File Appraisal).

B. CONCERNS INVOLVING BARGAINING UNIT MEMBERS

1. Informal and/or Oral Avenues

Communication between parents and the school ideally should be such that most concerns may be resolved through personal conferences at the school level. Various avenues of contact between the employee, pupil, parent, principal, and other appropriate staff personnel shall be pursued before using the formal procedures outlined below. Prior to implementing a plan to resolve a parental concern, the principal will meet with and seek input from the employee.

2. Formal Avenues

- a. If such conferences do not lead to understanding and resolution of the problem(s) involved, a parent may pursue further action by submitting the written concern involving the bargaining unit member to the principal or immediate supervisor. The Superintendent/designee will provide written reason(s) to continue to investigate the matter if a concern is ultimately not submitted or is withdrawn.
- b. Within five (5) days of receipt of the concern, the employee, principal or immediate supervisor, and the concerned party shall meet at a mutually convenient time to discuss the concern.
- c. If it is not resolved at that level, it may be appealed in writing to the Superintendent within five (5) days, with a copy of the concern attached. Within five (5) days of receipt of the appeal, the employee, the Superintendent, and the concerned party shall meet to discuss the concern.
- d. If it is still not resolved, it may be appealed in writing to the Board. If a parental concern is appealed to the Board, the Board shall go into Executive Session to hear the concern. The employee and his or her representative(s) shall be given the opportunity to be present and afforded the opportunity to address the concern. Written disposition of the concern shall be forwarded to the employee within ten (10) days of the Board meeting.
- e. The employee and/or his/her representative shall have the opportunity to be present at all formal meetings.

C. GENERAL PROVISIONS

1. Written statements by parents shall be on the Parental Concern Form (Appendix F), should include the problem which has arisen, and shall be signed.
2. The affected employee shall be given a copy of any written concern prior to the matter being discussed with the employee. The employee shall also be given a copy of the written concern, in a timely manner, even if the concern will not be formally addressed with the employee.
3. Investigations may be initiated based upon anonymous concerns. Anonymous concerns not investigated or with no validity shall not be a matter of record.
4. "Days" shall refer to actual working school days, except during the summer recess when "days" shall refer to calendar days exclusive of weekends and holidays.
5. A parental concern must be addressed with the employee in a timely manner.

ARTICLE 13. ASSOCIATION RIGHTS

- A. The Association President shall be provided with one (1) copy of the Board meeting agenda and exhibits three (3) days, but no less than 24 hours, prior to each Board meeting. The Association President will receive one (1) copy of the Board meeting minutes when they are sent to the Board. The Association President will notify the Superintendent if said copies are not received in a timely manner.
- B. The Association shall have the right to use the District InterSchool Mail Services, district e-mail, mailboxes, and the bulletin boards in each employees' lounge.
- C. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations. And provided that any Association business to be transacted with certificated employees during contracted times shall be with the prior notification of the Building Administrator.
- D. The Association, or any committee thereof, shall have the right to use school buildings and facilities without charge for professional meetings at times when a custodian is normally on duty. Any request for use of special meeting facilities to conduct Association business shall be directed to the Superintendent for prior approval. When special custodial services for such meetings are required, the Board may make a reasonable charge for such service.
- E. The SEA may have the right to use school-owned office equipment and audio-visual equipment provided that:

1. Such use does not interfere with normal functions of the school.
 2. The use is strictly to serve the legitimate business of the Association such as the production of records, notices, or correspondence.
 3. The purpose is for internal business use of the Association and not for public distribution.
 4. Cost of expendable supplies and repairs for damage caused by misuse of equipment will be charged to the Association.
- F. The SEA Building Representatives and/or officers will be permitted to leave their respective buildings at student dismissal time for the purpose of attending the monthly SEA Executive Committee meeting. The SEA President will provide the Superintendent, not later than September 15 of each year, with a calendar of such Executive Committee meetings for the balance of the year and a list of the personnel to be involved in such meetings.
- G. On two (2) school days per year, employees at Elementary Schools shall be permitted to leave their respective buildings at the end of the student day for the purpose of attending the SEA general meetings. The SEA President will provide the Superintendent with a written notice of such meetings at least one (1) week in advance except in cases of meetings related to negotiations, or other such emergency matters, where notice shall be given at least one (1) school day in advance.

During one of the in-service days established by the administration, the SEA may meet with their membership for one hour during the portion of the in-service day allotted for the teacher workday. At least five (5) weekdays prior to the in-service day, the Superintendent and SEA president shall meet to schedule the one hour portion.

H. **SEA OFFICERS**

The Streetsboro Education Association (SEA) President, Vice President, Secretary, Treasurer and any other paid office holders have the option to be paid a stipend by the Board as identified by the SEA. The SEA shall prepay the Board for the cost of the stipends, state/federal taxes and any applicable retirement costs payable to the Ohio STRS. There shall not be any cost to the Board. The stipend will be paid at the end of the annual term of office.

ARTICLE 14. **TEACHING RIGHTS**

A. **ACADEMIC FREEDOM**

A professional staff should seek to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, and it is recognized that these democratic values can be best transmitted in an atmosphere which is free from censorship yet confined within the provisions of Article 9 (Teacher Evaluation/Personnel File Appraisal).

B. TEACHING RIGHTS

It is recognized that employees have received training and are certified as teachers. As such, the employee may determine, in his/her individual professional discretion, the methods of presentation within the course of study guidelines.

ARTICLE 15. EMPLOYEE CONTRACTS

A. INDIVIDUAL CONTRACTS, REGULAR

1. Limited Contracts

- a. Limited employee contracts shall be awarded as follows: No more than three (3) one-year limited contracts; and thereafter three-year limited contracts until eligible for a continuous contract, or a multi-year contract would exceed the retirement age as stated in Ohio Revised Code 3307.37.
- b. Employees currently employed who receive a contract for the next school year and are ineligible for a continuing contract will, at the expiration of their current contract, receive the appropriate contract as determined by their number of years of experience in relation to the number of years stated above.

2. Continuing Contracts

- a. A continuing contract is a contract which shall remain in effect until the employee resigns, elects to retire or is retired pursuant to Ohio Revised Code 3307.37, or until he/she is terminated or suspended, and shall be granted only to employees in accordance with Ohio law.
- c. Further, the Superintendent may recommend reemployment of such employees under a limited contract for not to exceed two (2) more years, provided that written notice of the intention to make such recommendation has been given to the employee, with reasons directed at the professional improvement of the employee, on or before June 1st, and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the employee on or before June 1st, but upon subsequent reemployment only a continuing contract may be entered into.
- d. An employee eligible for continuing contract status employed under an additional limited contract for not to exceed two (2) years pursuant to written notice from the Superintendent of his/her intention to make such recommendation is, at the expiration of such limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the salary schedule, unless the Board, acting on the Superintendent's recommendation as to whether or not the employee should be reemployed, gives such employee written notice of its intention not to reemploy him/her on or before June 1st.

- e. When an employee holding a continuing contract in another Ohio District is employed, State law shall be followed in offering a continuing contract after two (2) years of successful teaching in the Streetsboro City Schools.
- f. If an employee becomes eligible for a continuing contract during a multi-year limited contract, that employee may request in writing to be considered for a continuing contract but is not automatically entitled to the continuing status. However, the Board may grant a continuing contract prior to the end of a limited multi-year contract, upon recommendation of the Superintendent. The procedure to follow in requesting consideration for continuing contract eligibility during a multi-year contract shall be as follows:

By September 1 of each school year, the Superintendent will notify the Association President of those persons who are potentially eligible for a continuing contract.

Additionally, the employee will submit a written request via hard copy to the Superintendent/designee by September 30 that the employee wishes to be considered for a continuing contract.

By October 15, the Superintendent will provide a notice of confirmation that the affected employee is properly eligible.

If the employee submits a written request prior to September 30 in the school year of attaining eligibility for a continuing contract, the Superintendent shall recommend either acceptance/rejection of the continuing contract at the May meeting following the Board's actual receiving of the professional certificate. If no continuing contract is issued at this time, the current multi-year contract shall remain in effect. These provisions shall not otherwise affect either party's rights regarding the teacher's eligibility for a continuing contract.

This provision supersedes R.C.3319.11 as to the notice requirements set forth within this provision.

B. INDIVIDUAL CONTRACTS, SUPPLEMENTAL

Supplemental contracts will be issued for assigned supplemental duties. All supplemental contracts (Appendix I) shall be limited contracts and shall be issued prior to the start of the assignment and shall not exceed one (1) contract year. All supplemental contracts shall automatically expire at the end of the supplemental contract.

- C. Each limited, continuing, supplemental contract, and Salary Notice Forms are included in this Agreement as Appendices G, H, I, J-1 and J-2.

ARTICLE 16. PERSONNEL FILES

- A.** A personnel file for each certified employee shall be maintained.
- B.** An employee shall have the right to review the contents of his/her personnel file within two business days of requesting such review. A representative may accompany the employee in this review or, upon authorization by the employee, the representative may review the file in his/her behalf. This sole personnel file will be stored in one place.
- C.** As per Section B, above, the employee has the right to review any material placed in his/her personnel file.

The employee may attach to the item(s) he/she objects to, a written statement citing what he/she objects to and why. Said attachment shall become a part of the personnel record.

- D.** All documents included in an employee's file shall be dated and identifiable as to original source.
- E.** An employee may request, and shall receive, one (1) copy of any item(s) in his/her file if it is for the purpose of writing a rebuttal as per Section C, above, or due to disciplinary reasons, exclusive of confidential letters of recommendation and reference. Additional copies shall be provided at the cost of reproduction.
- F.** Any document in the personnel file that cannot be documented as to source, accuracy, relevance, completeness, or timeliness, shall be deleted from the file by the Superintendent and no reference shall be made.
- G.** An employee has the right to request of the Superintendent that any job-related materials be placed in his/her personnel file.
- H.** It is agreed by the parties that the material contained in a certified staff member's personnel file is to be treated as confidential and shall not be opened to the public except as provided by law.
- I.** Suspensions may be removed from an employee's personnel file after four (4) years upon written request of the employee. The decision to remove shall be at the Superintendent's discretion. The Superintendent's decision shall be final and shall not be subject to challenge. If a removal request is denied, the employee can reapply in two (2) years. A removal would be placed in a stale materials file.
- J.** Written reprimands may be removed from an employee's personnel file after three (3) years upon written request of the employee. The decision to remove shall be at the Superintendent's discretion. The Superintendent's decisions shall be final and shall not be subject to challenge. If a removal request is denied, the employee can reapply in two (2) years. A removal would be placed in a stale materials file.

ARTICLE 17. CLASS SIZE

A. PUPIL-TEACHER RATIO

1. Individual class size maximum (the number of pupils per teacher) at each grade level shall be:

<u>Grade Level</u>	<u>Maximum Pupils</u>
K - 1	25
2 - 3	26
4 - 6	28

2. The daily class average for teachers in grades 7-12 shall not exceed 28 pupils.
3. Physical Education classes shall not exceed thirty-five (35) students per class.
4. Instrumental and Choral Music classes shall be exempt from the class size maximums in subsection 2 above.
5. The Board shall maintain its practice of smaller class sizes for inclusion classes.

B. ADJUSTMENTS

When the class size/load reaches the applicable limit, the Board shall immediately initiate steps to make an adjustment utilizing one or more of the options below. The adjustment shall be made as soon as possible.

1. additional staff will be provided; or
2. additional course offerings will be provided; or
3. teacher aides shall be assigned; or
4. scheduling adjustments will be made; or
5. reassignment of teacher(s).

C. STUDENTS WITH SPECIAL NEEDS

1. The Board shall make efforts to achieve equitable distribution of students with Individual Education Plans (IEP's) and 504's.
2. The Board shall provide aides for special education classes and students with special needs as defined by the IEP.
3. Teachers should be provided assistance in classes with students with special needs.

ARTICLE 18. WORKING CONDITIONS

- A.** There shall be at least one (1) staff room area (lounge, workroom, or combination lounge/workroom) in each building. This area will continue to be equipped with chairs, tables, and a refrigerator. There also shall be provided in each building for staff use at least a paper cutter. Preparation of teaching material for use by the children has the most priority at all times. This equipment shall be easily accessible to the staff, and may be located in the staff room area if space is available. Employees recognize that, on infrequent occasions, some equipment may be out for repairs. A photocopy machine will be placed in each building. Rules and regulations on the use and extent of use shall be determined by the Administration.
- B.** Employees shall be permitted to make local calls of short duration provided such does not interfere with scheduled activities of employees. Employees shall have access to unused telephone lines which are located in offices, workrooms, or other such private areas provided the use does not interfere with the employee regularly assigned to that phone.
- C.** The Administration will strive to provide a lockable area in or close to the employee's classroom for storing of personal belongings, tests, etc.
- D.** Each employee shall be provided a key to each assigned classroom(s) they must use during the school year.
- E.** Employees may be given keys for access to the building for good and sufficient reasons. Keys may be obtained from the Building Principal. Said employees assume responsibility for building security.
- F.** Employees will be responsible for maintaining grade documentation, lesson plan books and staff handbooks during the school year. Evidence to substantiate a final grade, and staff handbooks shall be turned into the office at the end of the school year.
- G.** No employee shall be required to purchase with his/her financial resources required texts, materials, and/or supplies.
- H.** Each Building Principal will arrange for employees access to necessary records during the working day.
- I.** All employees shall wear photo identification during the school day.
- J. WORKLOAD**
 - 1. Attempts will be made to balance the workload and duties.
 - 2. In Grades 9 through 12, balancing shall be based on the following factors:
 - a. Not to exceed three (3) preparations defined as a specific class title such as algebra, biology, block or traditional, etc. Teachers agreeing to an overage in preparations will

receive \$1,600 per semester.

b. Number of students per day, average of 28, not to exceed 155 students.

- K. All teachers who are assigned students with orthopedic disabilities shall be trained in the proper techniques used to provide lifting assistance for students with such needs.

When available, Aides will be used to lift students with disabilities. If an Aide(s) is not available, previously identified trained volunteer teachers will be requested to provide such assistance.

As long as teachers are physically able, they may be required to provide lifting assistance, especially in emergency situations. Lifting assistance is defined as assisting the primary caregiver, regular or substitute. Teachers are not required to solely lift students.

L. **IDEA/DISABILITIES**

1. One day at the beginning of each semester, the special education teachers shall hold an "IEP Open House" where regular education teachers can consult with special education teachers regarding inclusion students. Teachers will receive documentation for their IEP and 504 students.
2. Every intervention specialist shall be given up to four (4) total release days to write IEPs and to hold IEP conferences. IEP meetings will be scheduled during the school day, but outside the teacher's preparation time. A certified substitute teacher will be provided to cover the class while the intervention specialist or regular education teacher attends these meetings if scheduled during a teacher's class period.
3. Any other formal meetings regarding students' progress which is arranged by the teacher, Supervisor, or building administrator on a regular basis should be set up during the student contact time, but outside the teacher's preparation time, and a certified substitute teacher will be provided to cover the class. It is expected that the classroom teacher and the intervention specialist will communicate informally on a regular basis as to the child's progress.
4. Teachers who attend IEP meetings outside of the contractual school day for more than 30 minutes shall be paid \$9.25 per 30 minutes.

- M. When an IAT meeting is scheduled during or extends into student contact time, class coverage will be provided. Teacher participation in IAT meetings during planning time is voluntary.

- N. Every effort will be made to rotate assignment of students with disabilities.

ARTICLE 19. GRIEVANCE PROCEDURE

A. **DEFINITION OF TERMS**

1. A "grievance" shall be defined as an alleged breach, misapplication or misinterpretation of

this Contract.

2. The "purpose" of the grievance procedure is to secure, at the lowest possible level, acceptable solutions to grievances.
3. A "grievant" shall be defined as an employee or group of employees or the Association who allege to have a grievance.
4. Except as otherwise noted, "days" in this Contract shall refer to actual working school days, except during the Summer Recess when "days" shall refer to calendar days exclusive of weekends and holidays.

B. GENERAL PRACTICES

1. Time limits are maximums and must be adhered to by both parties. However, if the concerned parties are in mutual agreement, limits may be adjusted in writing. In cases of grievances at the end of the school year, the time limits may be altered as mutually agreed upon by both parties in writing.
2. At any level, a grievance may be withdrawn without prejudice.
3. Reprisals shall not be taken by or against any involved parties for reason of said participation.
4. There shall be no written decisions or communications until Level One is reached, then copies of all written decisions or communications shall be made in triplicate and sent to the involved parties. Upon resolution of the grievance, all materials in possession of the Administration regarding the nature of the grievance shall be entrusted to the Treasurer to be placed in a file which shall be open to the public as provided by law. No grievance material shall be placed in a personnel file. Only the aggrieved or his/her representative and the Superintendent or his/her representative can initiate the reopening of this file.
5. All complaints, claims, or alleged grievances must go through the Informal Procedure defined herein prior to filing a written formal grievance at Level One or Level Two. A written formal grievance may bypass formal Level One by written agreement of the grievant, Association, and Superintendent.
6. If the grievance is not filed within twenty (20) days of the time the grievant knew, or with reasonable diligence should have known, of the act or condition upon which the grievance is based, then this Article may not be used. However, if a condition is continuing and/or recurring, the twenty (20) day time limit will be applied to the most recent occurrence.
7. If the SEA Executive Committee decides at any level of the Grievance Procedure that a grievance is without merit, or that an equitable answer has been given to the grievant(s), it may withdraw its support. The grievant(s) may always seek, individually, further satisfaction of his/her grievance through normal administrative channels. He/She may not be represented in this Grievance Procedure by any other organization or group at

any time. However, this Grievance Procedure shall in no way prohibit any individual from processing a grievance with the assistance of his/her own legal counsel without the help of the Association.

8. Only authorized forms for filing grievances (Appendix K) made available by the SEA President shall be used by the grievant(s).
9. The Board agrees that the Association, as the sole and exclusive representative of the bargaining unit, shall be the only organized representative of said bargaining unit members in grievance proceedings.
10. If there are grievances involving bargaining unit members in more than one building, the SEA president will consult with the Superintendent to determine if the parties can mutually agree to initiate the grievance at a level other than at the informal procedure.

C. INFORMAL PROCEDURE

1. The Informal Procedure shall consist of informal discussion between the grievant and the appropriate administrator (that administrator(s) at the lowest possible level) who has/have the authority to resolve the problem.
2. It is recommended that the Informal Procedure be handled through meetings with the administrator and the employee only. If the employee feels it necessary, however, he/she may request representation during this informal process.
3. It is expected that this first step will resolve most problems and other action will be unnecessary.
4. Prior to the informal discussion, the grievant will provide written notice to the individual he/she wishes to have an informal discussion that includes the reason(s) for the informal discussion.

D. FORMAL PROCEDURE

1. Level One
 - a. If the grievant(s) is/are not satisfied with the results of the discussion above, or if the problem is not resolved within five (5) days of the Informal Procedure, the grievant(s) may present a formal grievance on the attached form (Appendix K) to the administrator, with a copy forwarded to the Association. The grievant shall specify which sections of the Contract are allegedly being violated.
 - b. The administrator will conduct a conference, within five (5) days, at a mutually agreeable time and place.
 - c. A written decision shall be rendered by letter by the administrator, within five (5) days after the conference, to the grievant, and the Association.

2. Level Two

- a. Within five (5) days after receiving the decision of the administrator and assuming no satisfaction, or if no decision is rendered within the time limits, a written notice to continue the grievance must be submitted to the Superintendent.
- b. The aggrieved, his/her representative if requested by the aggrieved, and the Superintendent shall meet within five (5) days after the grievance has been received by the Superintendent.
- c. A written decision shall be rendered to the aggrieved and the Association by the Superintendent within five (5) days after the conference. If the parties have reached mutual agreement as described in Section B.10, that the Superintendent is the lowest level administrator in Level One, Level Two will be omitted and the grievance will move from Level One to Level Three.

3. Level Three

- a. Within five (5) days after receiving the decision of the Superintendent and assuming no satisfaction, or if no decision is rendered within the time limits, a written notice to continue the grievance must be submitted to the Superintendent, with a copy to the Treasurer.
- b. The Superintendent shall place the matter on the agenda of the next regular Board meeting unless a different date is mutually agreed by the parties. The grievance shall be heard at that meeting in Executive Session of the Board. The aggrieved shall have the right to be represented at such meeting by counsel or any other representative of his/her choosing.
- c. The Board shall act upon such appeal no later than its next regular Board meeting unless a different date is mutually agreed by the parties. The Board shall notify the grievant and the Association of its decision within two (2) days.
- d. If after receiving the answer at Level Three, the employee remains aggrieved, the Association and the Board, by mutual agreement, may request that the matter be submitted to facilitation through the Federal Mediation and Conciliation Service ("FMCS"). The request shall be made within ten (10) days of the answer given at Level Three. The parties shall agree to submit all the issues set forth in the grievance at the first meeting date available to the facilitator. If the facilitation process is not successful, or is not initiated and the employee remains aggrieved, the Association may proceed to Level Four.

4. Level Four

- a. If the action taken by the Board does not resolve the grievance to the employee's satisfaction, said employee may appeal the decision to arbitration within twenty (20)

days after receipt of decision of the Board. This shall be initiated by the employee or his/her representative in writing to the Superintendent. If the employee or his/her representative and the Superintendent or his/her representative cannot agree on a hearing officer within five (5) days, either party may petition the American Arbitration Association to provide a list of seven (7) names, at least three (3) of whom must be residents of Ohio, from which the parties shall alternately strike a name until one (1) remains and that person shall serve as hearing officer. The striking of the first name shall be determined by a toss of a coin.

- b. The arbitrator shall have the right and authority to interpret the provisions of this Contract and render a decision on the grievance within applicable Ohio law and precedent, but the arbitrator shall not have the authority to add to, subtract from, modify, change, or alter said provisions.
- c. The decision of the arbitrator shall be final and binding and rendered in writing with copies to the Superintendent, the Association, and the grievant.
- d. The costs of the arbitration shall be borne equally by the Board and the Association.

ARTICLE 20. PAYROLL AND DEDUCTIONS

- A. The total salary shall be paid twenty-six (26) equal bi-weekly payments, commencing in September of each school year.
 - 1. All employees shall have pay disbursements deposited directly to the institution(s) designated on the forms required by the Treasurer. Required forms shall be completed upon initial employment and before the disbursement of any payment. Changes for the following school year shall be submitted to the Treasurer by August 1. The Treasurer may, in cases of urgent necessity or for other good reasons, accept changes after August 1.
 - 2. In the event circumstances beyond the control of the Treasurer prevent the direct deposit transmission of pay disbursements, the Treasurer may make other arrangements to pay employees.
- B. All employees will be required to complete the forms requested by the Treasurer prior to receiving the initial pay at the beginning of each school year.
- C. During the summer, direct deposit notices will be sent to one (1) address of the employee's choosing at Board expense. During the school year, all direct deposit notices will be delivered to the employee's respective building.
- D. If a payday falls on the Federal Reserve Bank holiday, the Treasurer shall make direct deposit transmissions on the first prior Federal Reserve Bank business day. In the event a Federal Reserve Bank holiday would cause the number of direct deposit disbursements to exceed twenty-six (26) in one calendar year, the Treasurer shall make direct deposit transmissions on the first succeeding Federal Reserve Bank business day.

E. ADDITIONAL TRAINING

1. Employees eligible to advance on the Salary Schedule may do so at the beginning of the first and second semester provided:
 - a. Academic work is completed satisfactorily.
 - b. Academic work provides sufficient semester hours (equivalent quarter hours) to qualify for the next column on the Salary Schedule.
 - c. Academic work is not in a program considered extraneous to their educational responsibilities.
 - d. Evidence of the teacher's written application for official transcript has been sent to the Board office no later than September 15 for first semester advancement and no later than February 15 for second semester advancement. Pay will be adjusted the first pay after Board approval as long as the next pay is at least five (5) working days after Board approval.
 - e. The above criteria is based on eventual receipt of the official transcript. The intent is not to penalize the employee because of normal delays by the university.
 - f. Any mid-year change on the Salary Schedule shall not be made until the Treasurer receives the above information from the employee. No change will become effective for fourteen (14) days following receipt by the Treasurer of this information. But in cases of a delay in the official transcript being sent from a university, the effective date of the Salary Schedule change will be the beginning of the second semester.
2. Placement on the Salary Schedule between the Bachelor's Column and Master's Column are in total semester hours.

F. Association dues deducted from employees' paychecks will be provided to the SEA Treasurer not later than two (2) school days after issuance of that particular pay.

G. The annual statement of salary will be provided on or before the first pay of the school year and/or at the beginning of each supplemental contract, and shall be based on the Master Agreement, salary schedule and placement on the schedule in effect August 1. The form used will be consistent with the state software. A sample form containing the information available through the state software program is found at Appendix J-1. Appendix J-1 will be subject to change as the state software program changes.

H. In the event of an accidental overpayment or underpayment in salary, the affected employee and the Treasurer shall mutually determine the method of repayment, provided that such repayment must be completed not later than the end of that fiscal year. Any amount due from any employee who resigns or retires shall be deducted from his/her last paycheck. Any days deducted from the salary shall be prorated over the remaining paychecks in the school year, if the deduction

exceeds twenty-five percent (25%) of the paycheck.

- I. Biweekly salary and deduction amounts shall be calculated and listed on each paycheck stub.
 - 1. Yearly salary and Federal payroll taxes shall be accumulated and reflected in year-to-date totals figured biweekly.
 - 2. Sick Leave accumulation shall also be indicated.

J. VOLUNTARY DEDUCTIONS

- 1. Payroll deductions shall be made for all members of the SEA bargaining unit upon the filing of a written request with the Treasurer, and on a form provided by the Treasurer, on or before October 15 of each school year.
 - a. Fund for Children and Public Education may be deducted upon request of the individual employee.
 - b. Charity Contributions may be deducted upon request of the individual employee.
 - c. United States Savings Bonds may be deducted upon request of the individual employee.
 - d. Credit union may be deducted upon request of the individual employee.
 - e. American Family Life Assurance may be deducted.
 - f. Tax Sheltered Annuity may be deducted; any deduction made shall be transmitted to the annuity company as soon as the vendor allows it.
 - g. Other insurances purchased through the district.

K. PROFESSIONAL DUES AND FAIR SHARE FEE

- 1. Professional Dues
 - a. Association dues deductions shall continue from year to year automatically. The Association shall forward to the Treasurer and to the employee, by October 5 of each year, the amount to be deducted for that year.
 - b. The Board Treasurer shall give to the Association Treasurer, within ten (10) calendar days, the total amount to be deducted along with a complete description, by name, of the amount deducted.
 - c. The Association shall present to the Treasurer written authorization for dues from its members. The Treasurer will then deduct the amount of dues from each paycheck of the month, beginning with the second pay in October. Said deductions will continue

until said dues have been paid in full to the Association.

2. Fair Share Fee

- a. Payroll Deduction of Fair Share Fee: The Board shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Association, a Fair Share Fee for the Association's representation of such nonmembers during the term of this Contract. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.
- b. Notification of Fair Share Fee Amount: Notice of the amount of the annual Fair Share Fee shall be transmitted by the Association to the Treasurer of the Board on or about October 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted; and the Board agrees to promptly transmit all amounts deducted to the Association.
- c. Schedule of Fair Share Fee Deduction
 - (1) All Fair Share Fee Payors: Payroll deduction of such annual Fair Share Fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:
 - (a) Sixty (60) days employment in a bargaining unit position; or
 - (b) January 15th.
 - (2) Termination of Membership During Membership Year: The Board Treasurer shall, upon written notification from the Association that a member has terminated membership, commence deduction of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual Fair Share Fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) days from the termination of membership.
- d. Transmittal of Deductions: The Board further agrees to accompany each such transmittal with a list of names of the bargaining unit members for whom all such Fair Share Fee deductions were made, the period covered, and the amounts deducted for each.
- e. Procedure for Rebate: The Association represents to the Board that an Internal Rebate Procedure has been established in accordance with Ohio Revised Code Section 4117.09 (C), and that a procedure for challenging the amount of the representation fee has been established and will be given to each bargaining unit

member who does not join the Association, and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

- f. Entitlement to Rebate: Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the Fair Share Fee pursuant to the Internal Procedure adopted by the Association.
- g. Indemnification of Employer: The Association on behalf of itself and the OEA and NEA agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided that:
 - (1) The Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed;
 - (2) The Board agrees to:
 - (a) give full cooperation and assistance to the Association and its counsel at all levels of the proceeding;
 - (b) permit the Association or its affiliates to intervene as a party if it so desires; and/or
 - (c) not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
 - (3) The Board acted in good faith compliance with the Fair Share Fee provision of this Agreement.

ARTICLE 21. TUITION REIMBURSEMENT/REASSIGNMENT ASSISTANCE FUND

A. TUITION REIMBURSEMENT

The Board shall appropriate an allocation of money for bargaining unit members utilizing staff development funds as follows:

- 1. Thirty Thousand (\$30,000) Dollars.
- 2. The Board shall provide tuition reimbursement to bargaining unit members for earned college credit subject to the following conditions:
 - a. The bargaining unit member shall have taught in the Streetsboro City School District for a minimum of two (2) years.
 - b. The college course(s) must be taken in education, in or toward an area(s) or additional

area of any certification/licensure, or in the specific discipline as currently certified/licensed.

- c. The first three (3) semester hours taken by each bargaining unit member who applies for tuition reimbursement shall be paid at 100% so long as money is available in the fund. If there is not enough money in the fund to pay these hours at 100%, the money shall be divided by the total number of hours taken and paid out on a percentage basis per credit hour.
- d. If there is money remaining in the fund after paying the three semester hours as outlined in paragraph c., the remaining money shall be distributed by taking the total amount of the remaining money divided by the total number of semester hours taken by members of the bargaining unit.
- e. No individual will receive a total amount greater than the tuition cost of the course work he/she took.
- f. The bargaining unit member desiring such tuition reimbursement must meet with the Building Principal and receive approval of the Building Principal and Superintendent on the appropriate form provided for this purpose prior to enrolling in the college course. However, tuition reimbursement shall not be denied for arbitrary or capricious reasons. Courses taken from unaccredited institutions shall not be approved for purposes of reimbursement.
- g. The bargaining unit member shall submit a receipt of payment and written proof in the form of an official transcript of completed credit at an accredited university, with a passing grade, to the Superintendent at the conclusion of the quarter or semester in which the previously approved course was taken.
- h. Tuition reimbursement is payable as a single sum in a voucher check following presentation of satisfactory evidence that the course work has been successfully completed. Payments will be made in July for courses taken during the previous Summer, Fall and Spring quarters or semester.
- i. Each bargaining unit member receiving tuition reimbursement under this Section prior to his/her receipt of such pay, shall agree that he/she will teach in the District for a least one (1) full school year following completion of the course for which reimbursement has been received. If such bargaining unit member fails to teach in the District for the required period, the amount of such tuition reimbursement received during the prior school year shall be deducted from the bargaining unit member's final pay unless that bargaining unit member has been RIS'd.
- j. Prior to the Treasurer dispensing funds, she/he shall meet with the Association President to review the list of employees and the amounts they are to receive.
- k. Application form is attached as Appendix L.

B. PROFESSIONAL LEAVE FUND

1. Not less than Five Thousand Dollars (\$5,000.00) per semester will be allocated by the Board for Professional Leave. If all dollars are not allocated each semester, the remaining balance shall carry over to the next semester.
2. The Steering Committee shall establish guidelines as to how these monies will be prioritized and dispersed to bargaining unit members.
3. If the administration determines that a bargaining unit member must attend a meeting or conference, these funds shall not be deducted from the allocation for professional leave.
4. On or before August 1 of each year, the Association President will receive a list of the bargaining unit members and amounts distributed during the previous school year.

ARTICLE 22. RESIDENT EDUCATOR PROGRAM

A. PURPOSE

The Resident Educator Program for beginning teachers will provide Ohio's newest educators with coaching, mentoring and guidance that are critical to improving their skills and knowledge and student achievement.

B. LEAD MENTOR

1. The district will have a Lead Mentor to oversee the Resident Educator Program.
 - a. A Lead Mentor should have National Board, Master Teacher, or Lead Teacher designation, if possible.
 - b. Applicant for the Lead Mentor position must submit application to the Superintendent by April 1st for the next school year.
2. Duties of Lead Mentor.
 - a. Chair the Resident Educator Committee
 - b. Assignment of Mentors in conjunction with current building administrators.
 - c. To coordinate the District Resident Educator Program as developed by ODE.
 - d. Keep Superintendent and/or designee informed of all activities involving the Resident Educator Program.
 - e. Monitor the Resident Educator and mentor's/facilitator's interactions and offer support and assistance when the need arises.

3. The Lead Mentor shall be paid 7% of the BA base.
4. The Lead Mentor shall be granted release time to attend Resident Educator training sessions.

C. MENTOR and/or FACILITATOR

1. Qualifications
 - a. Preference will be given to those with Master Teacher, National Board Certification or Lead Teacher designation. Selection will be in accordance with ODE guidelines.
 - b. The mentor teacher/facilitator must be trained in accordance with ODE requirements.
2. Selections

A mentor teacher shall be assigned to a resident educator with certification/licensure in the same grade level or subject area, wherever possible. Should no mentor be available in the area of certification/licensure, the committee may assign a mentor from in the grade level or subject area most closely related to that of the resident educator. The facilitator needs to be a highly organized individual but his/her area of certification/licensure is not critical.

3. Responsibilities

The mentor or the facilitator teachers do 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. The facilitator's role is to support the resident educator as a facilitator through the summative assessment portion of the Resident Educator Program. All interactions written or oral between the mentor/facilitator and teacher shall remain confidential.

4. Release Time

Each mentor teacher shall be granted release time (at least the equivalent of two (2) days) to work with the resident educator. Each facilitator shall be granted release time (at least the equivalent of one day for each resident educator assigned). Release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Superintendent or designee. Each mentor and facilitator shall be granted release time to attend necessary training which shall be paid for by the District.

5. Compensation

- a. The maximum number of resident educators a mentor teacher may have is one (1) per year. The maximum number of resident educators a facilitator may have is three (3) per year.

- b. The District will pay all training fees required for mentors/facilitators to receive the mandatory ODE state mentor training and/or facilitator training.
- c. Mentor teachers shall receive a stipend of 3% of the base. Facilitators shall receive a stipend of 3% of the base.

D. RESIDENT EDUCATOR

1. Each resident educator is expected to be actively involved in the resident educator program designed by ODE.
2. The resident educator shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, meetings with his/her mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (/14) day increments and shall be coordinated by the building principal/immediate supervisor.

E. PROTECTIONS

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.

ARTICLE 23. SEVERANCE PAY

A. SEVERANCE PAY

1. Severance Pay shall be granted by the Board to any employee who is retiring. There will be a 350 day cap on severance. However, those employees with fifteen (15) or more years on the salary schedule at the beginning of the 2005-2006 school year shall be grandfathered and shall have no cap. The formula for calculating severance pay shall be 30% of the person's accumulated sick leave multiplied by the employee's final average salary per diem rate of pay.
2. Payment of Severance Pay shall eliminate all accrued Sick Leave days. Such payment shall be made only once to any employee. To be eligible for Severance Pay, an employee must be:
 - a. Permanently disabled and eligible to receive STRS disability benefits; or
 - b. Have been accepted for receipt of benefits by the STRS and retiring from the Streetsboro City School District.
3. Payment shall be made according to law and applicable IRS requirements:
 - a. A \$500 lump sum payment will be made to retirees who submit their resignation for

retirement purposes on or before March 31 of the school year of retirement.

B. DESIGNATION OF BENEFICIARY

If a bargaining unit member who has officially notified the Board of his/her pending retirement dies prior to the actual receipt of severance pay, then the payment shall be made to his/her beneficiary as designated on his/her Life Insurance Policy (reference Article 25 Insurances, Section D), unless otherwise specified in writing to the Treasurer.

ARTICLE 24. EXTRA DUTY

A. Supplemental contracts will be recommended for employment no later than the July Board of Education meeting. The athletic director may evaluate all coaches.

B. PAYMENT SCHEDULE

Percentage of BA-0 step on the Base. Pay shall be divided in no less than one-half (1/2) installments. The first half payment will be made when half the season contests are completed for sports activities and when the first semester is completed for year-round activities. Second half payment will be made when the season is completed or when the second semester is completed.

C. EXTRA DUTY POSITIONS

<u>ACADEMIC</u>	<u>% of Base</u>
Academic Challenge	3.0%
After Hours Monitor	10.00/hr.
Art Club – HS	2.0%
Assistant District Web Page	3.0%
BETA Club	3.0%
Beta Club Co-Sponsor	2.0%
Chess Club	3.0%
Class Advisor – 9 th grade	3.0%
Class Advisor – 10 th grade	3.0%
Class Advisor – 11 th grade	8.0%
Class Advisor – 12 th grade	7.0%
Department Heads	4.0%
Math	
Social Studies	
Language Arts	
Science	
Special Education	
Related Arts –	
1 person to represent Business, Foreign	
Language, Technology & Family & Consumer	
Science	
1 person to represent Art, Physical Education,	
Industrial Arts, Music	
Detention Duty – HS	3.0%
Detention Duty – MS	3.0%
Diversity Club (Middle School)	2.0%
Drama (per play – maximum of two) High School	5.0%
Choreographer	2.0%
Set & Costume	2.0%
1 Drama Club (Defer)	2.0%
Drama Assistant (HS)	2.0%
Future Teachers Association (FTA)	3.0%
Future Nurses Association (FNA)	3.0%
HTML Club	2.0%
ICC Advisor	3.0%
Juggling Club	2.0%
Juggling Club (Defer)	2.0%
Just Say No	3.0%
Lead Mentor	7.0%
Literary Journal (HS)	2.0%
Math 24 – Defer	2.0%
Mentors	3.0%
National Honor Society	4.0%
Newspaper (High School)	5.0%

	P.A.N.D.A. Advisor (Middle School)	3.0%
	P.A.N.D.A. Assistant (if over 30 students)	2.0%
	Rocket Rowdies	3.0%
	Renaissance	2.0%
	Science Club	3.0%
	Spanish Club	3.0%
	Spelling Bee – MS	1.0%
	STEM Club – MS	2.0%
	Talent Show – HS	1.0%
	Tech Aide – Tech High School	3.0%
	Tech Aide – Tech Middle School	3.0%
	Tech Aide – Campus	3.0%
	Tech Aide – Tech Defer	3.0%
	Tech Aide – Tech Wait	3.0%
	Washington, D.C. Coordinator	3.0%
	Washington, D.C. Teacher Stipend	\$150/night
	Mohican Trip Teacher Stipend	\$150/night
	WSTB Manager	9.0%
	Yearbook – High School	5.0%
<u>ATHLETICS</u>		
	Faculty Manager	10.0%
	Middle School Athletic Director	12.0%
<u>Baseball</u>	Head Coach	12.0%
	J.V. Coach	8.0%
	Assistant Coach	5.0%
<u>Basketball</u>	Head Coach Boys (1)/Girls (1)	16.0%
	Assistant Coach Boys (1)/Girls (1)	11.0%
	J.V. Coach, Boys (1)/Girls (1)	11.0%
	Freshman Coach Boys (1)/Girls (1)	8.0%
	Middle School Coach--7th Boys (1)/Girls (1)	8.0%
	Middle School Coach--8th Boys (1)/Girls (1)	8.0%
	4 th -6 th grade Coordinator Boys (1)/Girls (1)	1.0%
<u>Cheerleading</u>	Varsity and J.V. Football	9.0%
	Varsity and J.V. Basketball	9.0%
	High School Assistant (Football)	5.0%
	High School Assistant (Basketball)	5.0%
	Middle School Advisor	7.0%
<u>Cross Country</u>	Head Coach Boys (1)/Girls (1)	8.0%
	Middle School Boys/Girls Co-Ed (1)	6.0%
<u>Football</u>	Head Coach	16.0%
	Assistant Coach	11.0%
	Freshman Coach	8.0%
	Middle School Coaches	7.0%
<u>Golf</u>	Head Coach (High School)	8.0%
	Assistant Golf Coach	5.0%
<u>Ski Club</u>		3.0%
<u>Soccer</u>	Head Coach Boys (1)/Girls (1)	12.0%

	Assistant Coach Boys/Girls	8.0%
	Middle School	7.0%
<u>Softball</u>	Head Coach	12.0%
	J.V. Coach	8.0%
	Assistant Coach	5.0%
<u>Track</u>	Head Coach Boys (1)/Girls (1)	12.0%
	Assistant Coach Boys (1)/Girls (1)	8.0%
	Assistant Coach	8.0%
	Middle School Coach (4)	7.0%
<u>Volleyball</u>	Head Coach (Girls)	12.0%
	Assistant Varsity (Girls)	5.0%
	J.V. Coach (Girls)	8.0%
	Middle School Coach (2)	7.0%
<u>Weight Training</u>	(Fall, Winter, Spring)	2.0%/season
<u>Wrestling</u>	Head Coach	16.0%
	Assistant Coach	11.0%
	Freshman Coach	8.0%
	Middle School Head Coach	7.0%
	Middle School Assistant Coach	7.0%
<u>MUSIC</u>	High School Band Director	10.0%
	Assistant H.S. Band Director	5.0%
	Marching Band Auxiliary Advisor	4.0%
	Middle School Band Director	7.0%
	Chorus Director	6.0%
	Elementary Music Vocal Director (3)	2.0% per performance (2)
	Pep Band	5.0%
	Select Choir	2.0%
	Music Ensemble (2)	4.0%
	Jazz Band - MS	2.0%
	Jazz Band Performance – HS	2.0%
	Defer Band	2.0%
<u>STUDENT COUNCIL</u>		
	High School	5.0%
	Middle School	3.0%
	Elementary School	2.0%

Administrative suggestions Family Night, Music Night supervision (examples) payment at \$18.50 hour. (Note: Unless otherwise paid at a higher amount elsewhere in this Agreement, all after school shall be paid at \$18.50/hour.)

- D.** A person shall be entitled to longevity years service in extra duty assignments at all levels as prescribed below:
1. Beginning with the sixth (6th) year of service, Five Hundred Dollars (\$500.00).
 2. The longevity amount beginning with the eleventh (11th) year shall be One Thousand

Dollars (\$1,000.00).

3. These longevity increments shall be paid to any person with experience at any level within a major category listed under the Extra Duty Section of Article 24 with the exception of those listed under the Academic heading. Those people performing duties listed under the Academic heading shall be entitled to longevity increments within each Academic category listed.

E. Any person who by this proposal will be paid at a lesser amount than presently receiving will be paid his/her current amount until such time as the position is open or until such time as the extra duty pay under this proposal meets or exceeds his/her current amount.

F. Kindergarten teachers are encouraged, but not required, to attend Kindergarten Parent Seminar meetings. Those who attend shall be paid Twenty Dollars (\$20.00) per hour of actual attendance. Any participation beyond attendance at the program shall be voluntary.

Kindergarten Screening

Teachers participating in Kindergarten Screening outside of the school year will be given a compensatory day (which will be considered a Professional Leave day and will not penalize their perfect attendance record).

G. Home Instructors will be paid \$20.00 per hour.

H. EXTENDED TIME

The Coaches, Cheerleader Advisors, and Band Director shall be paid additional extra duty stipends for tournament work extending beyond the regular season (not including make-up games for rainouts). Extended time applies only to competitions past sectionals (state playoffs for football).

The tournament stipends shall be as follow:

\$100.00	per athletic coach per week
\$ 30.00	for Cheerleader Advisor and Band Director for accompanying either the football team or basketball team to tournaments as specified above.

ARTICLE 25. INSURANCES

A. HOSPITALIZATION AND MAJOR MEDICAL INSURANCE

The Board shall offer a Comprehensive Hospitalization and Major Medical Insurance Program for members of the bargaining unit working twenty-seven (27) hours or more per week as per the

specifications in Appendix M. The Board shall pay eighty-eight percent (88%) of the single and family premium for an employee with health coverage effective July 1, 2011. Effective July 1, 2012, the Board shall pay eighty-six percent (86%) of the single and family premium for an employee with health care coverage.

Bargaining unit members who are employed after July 1, 1998, and who are working less than twenty-seven (27) hours per week shall receive Comprehensive Hospitalization and Major Medical Insurance on a prorated basis based on the percentage of hours worked plus an additional ten percent (10%). There shall be no proliferation of part-time jobs in order to avoid the paying of full-time benefits.

1. The employee is responsible for out-of-pocket expenses as per the Insurance Plan (Appendix M).
2. The Plan as administered will have a maximum out-of-pocket of \$500.00/\$900.00 In-Network and \$900.00/\$1,800.00 Out-of-Network.

B. PRESCRIPTION DRUG INSURANCE

The Board will offer a paid Prescription Card Program as per the specifications in Appendix M. Effective July 1, 2011, the Board shall pay eighty-eight percent (88%) of the single and family premiums for employees. Effective July 1, 2012, the Board shall pay eighty-six percent (86%) of the premium for single and family.

Effective with the 2008-2009 school year, the Board shall provide a three-tier prescription plan at \$5/\$10/\$20.

C. BENEFIT MINIMUM

For Paragraphs A and B of this Article, specifications and benefit minimum coverage shall be maintained at levels of no less than those listed in Appendix M and as provided by the Health Insurance specifications for the Portage County School Consortium.

D. LIFE INSURANCE

The Board shall provide and pay the premium for a Fifty Thousand Dollars (\$50,000.00) Term Life Insurance policy for each full-time member of the bargaining unit. All employees may purchase an additional Fifty Thousand Dollars (\$50,000.00) of coverage at the group rate at his/her expense. For employees who work less than full time, the Board shall provide and pay the premium for a Twenty-Five Thousand Dollar (\$25,000) term life insurance policy.

E. DENTAL INSURANCE

The Board shall provide employees with single and family plans for dental coverage in accordance with Dental Insurance specifications for the Portage County School Consortium; eighty-eight percent (88%) of the premium is to be paid by the Board effective July 1, 2011. Effective July 1, 2012, the Board shall pay eighty-six percent (86%) of the premium for single and

family coverage.

F. EMPLOYEE'S CHANGE IN STATUS

An employee's change in status is to be processed at the time the employee notifies the Treasurer of a change in dependency or marital status. An employee who leaves the employ of the Board as a result of retirement, resignation, termination or otherwise shall have benefits terminated effective on the last day of the month of active employment. Employees who terminate effective at the end of a school year shall have benefits terminated effective June 30, but reimbursement will be provided for up to \$200 per month through August 31 to retirees obtaining coverage through STRS. An employee whose workday changes to cause a change in co-payment due to a change in hours worked per-week shall have the change go into effect effective on the first day of the following month.

G. EMPLOYEE ASSISTANCE PROGRAM/SMOKE-FREE ENVIRONMENT

The Board will provide an Employee Assistance Program, including a smoking cessation component, on or before January 1, 1995, at no employee expense. Beginning July 1, 1995, Streetsboro Schools shall be a smoke-free workplace, including grounds, unless contrary to Federal law.

H. NONPARTICIPATION IN HEALTH INSURANCE COVERAGE

If any member of the bargaining unit does not select any of the Board-provided Health Insurance, he/she shall indicate so on a Waiver Form provided by the Board. ("Health Insurance" is defined as any Board-provided insurance except Life Insurance.)

If a member of the bargaining unit elects to withdraw from the insurance program, the member shall receive, on a Vendor Warrant, each school year in which he/she does not participate in the Insurance Program, Six Hundred Dollars (\$600.00); Two Thousand Dollars (\$2,000.00) to begin July 1, 2006 with payment not made until July 1, 2007. Thereafter, payment of the \$2,000 shall be made in July of the year of opt-out.

In the event of a change in the need for insurance, the member may reinstate coverage on the first (1st) day of any month, provided he/she has filed the proper application cards with the Treasurer by the twentieth (20th) day of the preceding month. Such reentry into the Insurance Program shall preclude the bargaining unit member from receiving the Health Insurance waiver payment in lieu of as indicated above.

It shall be the responsibility of the employee to notify the Treasurer of any year of the Contract, on the Board provided Waiver Form, of his/her desire to discontinue coverage. Payments will be made to the employee on a Vendor Warrant during the month of July following the school year of nonparticipation.

I. HEALTH MAINTENANCE

1. The parties agree to increase the well child care coverage to age 9. The annual cap for this

coverage shall increase to \$1,000.

2. A colonoscopy shall be covered at age 50 and older every five years unless there is a personal or family history making the person high risk for colorectal cancer and/or the physician orders a colonoscopy on a more frequent schedule.

J. The benefits provided to employees by section 125 of the Revenue Act of 1978 and updated to the current law (which includes a 2-1/2 month extension after the end of the plan year for the employees to incur expenses) shall be made available to any bargaining unit member so requesting. The IRS Section 125 plan offered shall include a flexible spending account (FSA). This plan shall allow employees to use pre-tax dollars to pay child or elder dependent care expenses and non-reimbursed medical, dental, vision and/or prescription expenses. The plan shall also provide for the disbursement of any employee contribution of the premium with pre-tax dollars.

Included in this plan shall be a waiver on hospitalization/major medical/prescription/vision/dental coverage outlined in Article 25 (H).

There shall be no cost to the bargaining unit member.

ARTICLE 26. SALARIES

2013-14 - \$500 on base 34,396 (retroactive to July 1, 2013)
2014-15 - 1% on base 34,740
2015-16 - 1% on base 35,114

A. INDEX

YEARS	BACH	5 YR	MAST or M.E.	MA+15 or M.E.+15	MA +30 or M.E. +30
0	1.0000	1.0600	1.1200	1.1800	1.2400
1	1.0550	1.1150	1.1750	1.2350	1.2950
2	1.1100	1.1700	1.2300	1.2900	1.3500
3	1.1650	1.2250	1.2850	1.3450	1.4050
4	1.2200	1.2800	1.3400	1.4000	1.4600
5	1.2750	1.3350	1.3950	1.4550	1.5150
6	1.3300	1.3900	1.4500	1.5100	1.5700
7	1.3850	1.4450	1.5050	1.5650	1.6250
8	1.4400	1.5000	1.5600	1.6200	1.6800
9	1.4950	1.5550	1.6150	1.6750	1.7350
10	1.5500	1.6100	1.6700	1.7300	1.7900
11	1.6050	1.6650	1.7250	1.7850	1.8450
12	1.6600	1.7200	1.7800	1.8400	1.9000
13	1.7150	1.7750	1.8350	1.8950	1.9550
14	1.7700	1.8300	1.8900	1.9500	2.0100
15	1.8250	1.8850	1.9450	2.0050	2.0650
18	1.8800	1.9400	2.0000	2.0600	2.1200
21	1.9350	1.9950	2.0550	2.1150	2.1750
24	1.9900	2.0500	2.1100	2.1700	2.2300

B. Streetsboro Salary Schedule Effective 2013-2014

2013-2014

YEARS	BACH	5 YR	MAST or M.E.	MA+15 or M.E+15	MA+30 or M.E. +30
0	\$34,396	\$36,460	\$38,524	\$40,587	\$42,651
1	\$36,288	\$38,352	\$40,415	\$42,479	\$44,543
2	\$38,180	\$40,243	\$42,307	\$44,371	\$46,435
3	\$40,071	\$42,135	\$44,199	\$46,263	\$48,326
4	\$41,963	\$44,027	\$46,091	\$48,154	\$50,218
5	\$43,855	\$45,919	\$47,982	\$50,046	\$52,110
6	\$45,747	\$47,810	\$49,874	\$51,938	\$54,002
7	\$47,638	\$49,702	\$51,766	\$53,830	\$55,894
8	\$49,530	\$51,594	\$53,658	\$55,722	\$57,785
9	\$51,422	\$53,486	\$55,550	\$57,613	\$59,677
10	\$53,314	\$55,378	\$57,441	\$59,505	\$61,569
11	\$55,206	\$57,269	\$59,333	\$61,397	\$63,461
12	\$57,097	\$59,161	\$61,225	\$63,289	\$65,352
13	\$58,989	\$61,053	\$63,117	\$65,180	\$67,244
14	\$60,881	\$62,945	\$65,008	\$67,072	\$69,136
15	\$62,773	\$64,836	\$66,900	\$68,964	\$71,028
18	\$64,664	\$66,728	\$68,792	\$70,856	\$72,920
21	\$66,556	\$68,620	\$70,684	\$72,748	\$74,811
24	\$68,448	\$70,512	\$72,576	\$74,639	\$76,703

*Masters Equivalent (M.E.) is thirty (30) graduate semester hours above the Bachelor's Degree for which a grade of "B" or higher was earned. No more than nine (9) of these thirty (30) hours shall be pass/fail workshop credit. Advancement to M.E. on the Salary Schedule is also subject to all stipulations of Article 21, Section B, of the present Negotiated Agreement. Additionally, to be eligible for advancement to M.E. on the Salary Schedule, an individual shall have completed at least six (6) graduate hours by January 1, 1990. Any person hired after June 30, 1988, shall not be eligible for advancement to M.E. on the Salary Schedule.

*** 5-Year Definition

One hundred fifty (150) total semester hours of undergraduate coursework or a bachelor's degree and 15 semester hours of graduate coursework.

**Pass/Fail hours beyond one-third require prior approval of the L.P.D.C.

[Note: Increments to be paid each September.]

Streetsboro Salary Schedule Effective 2014-2015

2014-2015

YEARS	BACH	5 YR	MAST or M.E.	MA+15 or M.E+15	MA+30 or M.E. +30
0	\$34,740	\$36,824	\$38,909	\$40,993	\$43,078
1	\$36,651	\$38,735	\$40,819	\$42,904	\$44,988
2	\$38,561	\$40,646	\$42,730	\$44,815	\$46,899
3	\$40,472	\$42,556	\$44,641	\$46,725	\$48,810
4	\$42,383	\$44,467	\$46,552	\$48,636	\$50,720
5	\$44,293	\$46,378	\$48,462	\$50,547	\$52,631
6	\$46,204	\$48,289	\$50,373	\$52,457	\$54,542
7	\$48,115	\$50,199	\$52,284	\$54,368	\$56,452
8	\$50,026	\$52,110	\$54,194	\$56,279	\$58,363
9	\$51,936	\$54,021	\$56,105	\$58,189	\$60,274
10	\$53,847	\$55,931	\$58,016	\$60,100	\$62,185
11	\$55,758	\$57,842	\$59,926	\$62,011	\$64,095
12	\$57,668	\$59,753	\$61,837	\$63,922	\$66,006
13	\$59,579	\$61,663	\$63,748	\$65,832	\$67,917
14	\$61,490	\$63,574	\$65,659	\$67,743	\$69,827
15	\$63,400	\$65,485	\$67,569	\$69,654	\$71,738
18	\$65,311	\$67,396	\$69,480	\$71,564	\$73,649
21	\$67,222	\$69,306	\$71,391	\$73,475	\$75,559
24	\$69,133	\$71,217	\$73,301	\$75,386	\$77,470

Streetsboro Salary Schedule Effective 2015-2016

2015-2016

YEARS	BACH	5 YR	MAST or M.E.	MA+15 or M.E+15	MA+30 or M.E. +30
0	\$35,114	\$37,221	\$39,328	\$41,435	\$43,541
1	\$37,045	\$39,152	\$41,259	\$43,366	\$45,473
2	\$38,977	\$41,083	\$43,190	\$45,297	\$47,404
3	\$40,908	\$43,015	\$45,121	\$47,228	\$49,335
4	\$42,839	\$44,946	\$47,053	\$49,160	\$51,266
5	\$44,770	\$46,877	\$48,984	\$51,091	\$53,198
6	\$46,702	\$48,808	\$50,915	\$53,022	\$55,129
7	\$48,633	\$50,740	\$52,847	\$54,953	\$57,060
8	\$50,564	\$52,671	\$54,778	\$56,885	\$58,992
9	\$52,495	\$54,602	\$56,709	\$58,816	\$60,923
10	\$54,427	\$56,534	\$58,640	\$60,747	\$62,854
11	\$56,358	\$58,465	\$60,572	\$62,678	\$64,785
12	\$58,289	\$60,396	\$62,503	\$64,610	\$66,717
13	\$60,221	\$62,327	\$64,434	\$66,541	\$68,648
14	\$62,152	\$64,259	\$66,365	\$68,472	\$70,579
15	\$64,083	\$66,190	\$68,297	\$70,404	\$72,510
18	\$66,014	\$68,121	\$70,228	\$72,335	\$74,442
21	\$67,946	\$70,052	\$72,159	\$74,266	\$76,373
24	\$69,877	\$71,984	\$74,091	\$76,197	\$78,304

C. STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Board shall designate each employee's mandatory contributions to the State Teachers Retirement System of Ohio as "picked-up" by the Board as contemplated by Internal Revenue Service Rulings 77-464 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to Federal and Ohio Income Tax shall be the employee's total gross income reduced by the then current percentage amount of the employee's mandatory STRS contribution which has been designated as "picked-up" by the Board; and that the amount designated as "picked-up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick-up," nor is the Board's total contribution to the STRS increased thereby.

1. The "pick-up" percentage shall apply uniformly to all members of the bargaining unit as a condition of employment. The "pick-up" shall apply to all compensation including supplemental earnings thereafter.
2. The parties agree that should the rules and regulations of the Internal Revenue Service or Retirement System change, making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/employer contributions.
3. Payment for Sick Leave, Personal Leave, severance, and supplementals, including Unemployment and Workers' Compensation, shall be based on the employee's daily gross pay prior to reduction as basis (e.g. gross pay divided by the number of days in the employee's contract).
4. For purposes of the State Minimum Salary Schedule, an employee's salary shall be the gross pay prior to the reduction as the basis.

ARTICLE 27. DISTRICT LABOR MANAGEMENT COMMITTEE

There shall be a voluntary District Labor Management Committee which shall meet up to four (4) times per year unless additional meetings are agreed upon. Two meetings will be held after school and two meetings will be scheduled during school. The committee shall not receive compensation. The purpose of the Committee shall be to promote a positive working relationship between the parties and to address matters of mutual concern. The Committee shall be comprised of no more than six (6) members of management (appointed by the Superintendent) and six (6) members of the SEA (appointed by the President). Agenda items shall be submitted to the other party at least one (1) school day in advance. The discussions of this Committee shall not result in modifications or additions to this Agreement. Each year training will be provided by FMCS unless the parties agree training is unnecessary. This training will be in addition to four (4) meeting days.

ARTICLE 28. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. PURPOSE

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing educations units, and/or other equivalent activities.

B. COMMITTEE COMPOSITION AND SELECTION

1. The committee shall be comprised of five (5) members each as follows:

Three (3) teachers

One (1) principal

One (1) other district employee

2. All LPDC members shall have a minimum of three (3) years teaching experience in the Streetsboro district.

3. The three (3) teacher members shall be appointed by the SEA President. The Principal and the other employee member shall be appointed by the Superintendent.

4. In the event of a vacancy, the committee member shall be replaced in accordance with this section.

C. TERM OF OFFICE

The term of office for members serving on the committee shall be two (2) years except for two (2) of the initial appointments wherein one (1) teacher and the Superintendent appointee shall serve three (3) year terms. Each term shall commence on May 1 and end on April 30 of the appropriate year.

D. CHAIRPERSON AND RECORDKEEPER

The committee chairperson shall be determined by a majority of the LPDC members and shall serve for two (2) years.

The Recordkeeper shall be determined by majority vote of the LPDC members and shall serve for one (1) year.

E. DECISION-MAKING

A quorum consisting of not less than three (3) members shall be required to make decisions. Decisions shall be made by majority vote of the committee members present and voting.

F. MEETINGS

1. The LPDC shall meet as often as the members deem necessary to complete their work. The first meeting shall be at the call of the Superintendent. Subsequent meeting dates shall be determined by the LPDC.
2. Regular meetings will be held outside the school day. Additional meetings may be held during the school day with the Superintendent's approval. Not later than September 15 each year, the committee shall post in each building the regular meeting schedule.

G. TRAINING

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, implementation, functioning, and legal requirements of LPDCs and on team building and decision-making.
2. The LPDC shall recommend training to be approved by the Superintendent.
3. If the available training is during work hours, the committee members shall be given paid release time to attend. If the training occurs outside the regular workday or work year, members shall be paid their prorated per diem for each hour involved, including travel time.
4. LPDC members shall be reimbursed for all actual and necessary expenses incurred as part of the training.
5. LPDC training for committee members shall constitute appropriate "equivalent activities" for purposes of the committee members' own Individual Development Plans (IDP) if so determined by the LPDC.

H. RECORDKEEPING

LPDC records/files shall be stored electronically by the Administration.

I. EVALUATION IMPACT

The evaluation of a teacher shall not be affected by the teacher's IPDP nor by the LPDC process.

J. RECIPROCITY

New hires who hold a certificate/license issued by the Ohio Department of Education and who have course work/activities applicable to their current renewal cycle which were approved by their prior district's LPDC shall have completed course work/activities approved by the Streetsboro LPDC. Remaining hours shall be subject to the normal LPDC process.

K. COMPENSATION

1. Each committee member shall be paid a stipend equaling four percent (4%) of the BA base.
2. The chairperson and the recordkeeper shall receive an additional two percent (2%) stipend for a total of six percent (6%) of the BA base.

L. APPEALS PROCESS

1. If the Individual Professional Development Plan (IPDP) is rejected by the LPDC, the educator shall be given a copy of the IPDP Review Criteria with the reasons for rejection clearly indicated. Educators may then submit a revised plan within ten (10) workdays of receipt of the initial rejection notice, or, as may be the case, submit additional documentary materials or explanation to justify the plan. Either the educator or the LPDC may request a conference to discuss any such concerns.
2. If the revised IPDC is not approved by the LPDC, the LPDC and/or the educator may request reconsideration. Following reconsideration, the LPDC shall again vote to approve or disapprove the issue at hand.
3. If lack of approval still exists, the educator may request the formation of a three-person appeals' panel which shall consist of:
 - a. one (1) certificated/licensed educator selected by the educator;
 - b. one (1) certificated/licensed educator selected by the LPDC;
 - c. one (1) certificated/licensed educator mutually agreed upon by the educator and the LPDC.
4. This appeals' panel is the final step in local resolution to the appeal. The Ohio Department of Education as the administrative agency of the Ohio State Board of Education is the issuing authority for educator certificates and licenses.

M. COMPATIBILITY

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

ARTICLE 29. HEALTH INSURANCE COMMITTEE

A six (6) member Health Insurance Committee shall be established with two (2) SSSPA and two (2) SEA representatives appointed by the Associations and two (2) representatives appointed by the Administration. At least one member from each side shall also be a member of the party's bargaining team.

The purpose of the Committee shall be to maintain or improve the quality of health care and, if possible, lower the cost of health insurance for all enrollees of any District health insurance plan. The duties of the Committee shall be to review and analyze all pertinent healthcare and health insurance information germane to the stated purpose of the Committee and recommend policy regarding health insurance and healthcare systems for the district.

The Committee may conduct a competitive proposal for health consulting services. Once accomplished, the Committee may work with the consultant to produce a request for proposal (RFP) on the district's current health plan and alternatives chosen by the Committee. Once bids are received and reviewed by the Committee, Committee members may recommend a health plan to their respective bargaining teams. The authority to bargain health insurance shall remain with the bargaining teams to the extent as permitted by law.

The Committee shall continue for the life of the agreement. Between annual health plan renewals, the Committee shall collect complaints from plan participants in a regular fashion and submit them to the third party administrator. The Committee shall receive a semi-annual report on the number and types of concerns forwarded to the appropriate health insurance company and the company's resolution of those issues.

The Administration shall provide the Committee with health and finance information as requested subject to applicable law. Release time for the members of the Committee shall be provided.

Work products shall be furnished to the Administration and Association on a semi-annual basis.

ARTICLE 30. JOB SHARING

A. FORMATION OF TEAMS

1. A Job Sharing Team shall be composed of two (2) part-time employees sharing one (1) full-time position. Bargaining unit members who are seeking to form a possible Job Sharing Team for the following school year must notify the Superintendent prior to April 1st.
2. All members making application for Job Sharing positions shall receive notification of acceptance or rejection no later than June 1st.

B. ASSIGNMENT

The Job Sharing Team shall present a proposed teaching schedule, including all building responsibilities to the Building Principal for his/her approval, subject to final approval by the Superintendent. Schedules shall include such responsibilities as in-service meetings, Parent-Teacher Conferences, attendance at Open House, etc. Staff meetings will be attended by one (1) member of the Team depending on when they are held (a.m. or p.m.), and that member shall inform the other member of the Team of the meeting content.

C. REINSTATEMENT TO FULL-TIME

1. Once a Job Sharing Team is established, it shall remain in effect until such time as
 - a. A full-time position becomes available; and
 - b. One or both of the Team members wishes to revert to full-time status; and
 - c. The Administration agrees to offer a full-time position to a Team member.
2. If one (1) Team member applies for said full-time position and the Team member is accepted to that position, the remaining Team member shall have the option of remaining half time or being reinstated to full-time status in that position.
3. If both Team members apply for reinstatement to full-time status and both are accepted to fill the positions available, the most senior Team member shall be entitled to his/her choice of position.

D. COMPENSATION AND FRINGE BENEFITS

Job Sharing shall be cost-neutral. Members assigned to part-time positions under this Section shall be scheduled to work one-half (1/2) day each day of the school year. Compensation shall be at one-half (1/2) the level which the member would receive under a full-time contract. If a member elects to take fringe benefits, costs for Hospitalization, Term Life Insurance and Dental coverage shall be shared equally by the member and the Board. Sick Leave shall accrue at the rate of seven and one-half (7.5) days per year.

E. SUBSTITUTING

1. In the event that one (1) member of the Job Sharing Team suffers an extended illness [twenty (20) days or more] or takes a leave of absence, the other member of the Job Sharing Team may assume the full-time status if he/she chooses at full pay and benefits. If a member chooses to assume the full-time status for the partner who is on leave or extended illness, such member shall be awarded full pay and benefits from the first day he/she assumes the full-time responsibility.
2. Members of a Job Sharing Team may substitute for each other on a casual basis for substitute pay.

F. SENIORITY AND SALARY SCHEDULE ADVANCEMENT

Members of a Job Sharing Team shall be granted one-half (1/2) year of continuous service for System seniority. Service credit for STRS shall be calculated according to STRS guidelines. Each member of a Job Sharing Team shall earn a full step increment on the Salary Schedule.

G. LAYOFF

The Job Sharing Team shall be treated as one position for purposes of layoff. If one of the partners is the least senior in that certification, he or she is laid off. The remaining Job Share partner becomes full-time. The layoff would continue with the next least senior person in that certification.

ARTICLE 31. PROGRESSIVE DISCIPLINE

A. STANDARDS OF DISCIPLINE

No bargaining unit member shall be disciplined by the Board or any of its agents in an arbitrary and capricious manner or without just cause. Termination of a bargaining unit member's contract shall be in accordance with 3319.16 of the Ohio Revised Code.

B. DISCIPLINARY STEPS

Disciplinary action shall consist of three (3) steps. If there is a serious offense, disciplinary action may be initiated at any level. Discipline may include repetition of a step.

Step One: Verbal warning(s) with note to personnel file signed by the employee. Add verbal warning notes to Article 17(J).

Step Two: Written reprimand(s).

Step Three: One to ten day suspension with or without pay.

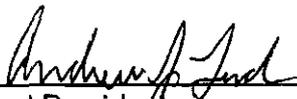
ARTICLE 32. DURATION AND INTENT OF AGREEMENT

- A. This Contract has been negotiated in good faith and has been ratified and fully explained to the Streetsboro Board of Education and the Streetsboro Education Association, and shall be effective July 1, 2013 and continue in full force and effect through June 30, 2016.
- B. This Contract shall supersede policies, rules, regulations, or practices of the Board which are specifically restricted by this Contract. Except as specifically agreed to in the provisions of this Contract, the Board hereby retains all of the rights and responsibilities of each public employer.
- C. If any provision of this Contract, or any application of this Contract, to the Board, the Administration, the Association, or to any bargaining unit member is found to be contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law and until such time as the parties can meet to negotiate provisions which are in conformity with the applicable laws.
- D. Both parties and their constituents agree to comply with the provisions of this Contract and the full rights of nondiscrimination due to race, color, creed, and sex is implied and incorporated.
- E. This Contract shall be subject to modification and/or supplement as prescribed by mutual consent of the parties. Upon ratification, such modification and/or supplement shall become an amendment of this Contract.

SEA will hold Board of Education harmless on any ULP that may be filed related to communication of terms of this agreement for the implementation purposes of the ESP.

STREETSBORO BOARD OF EDUCATION

STREETSBORO EDUCATION ASSOCIATION



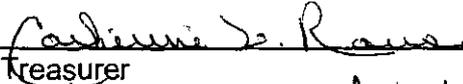
Board President



Board Consultant



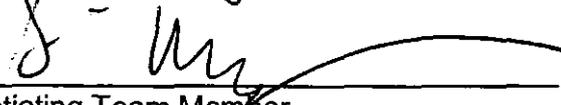
Superintendent



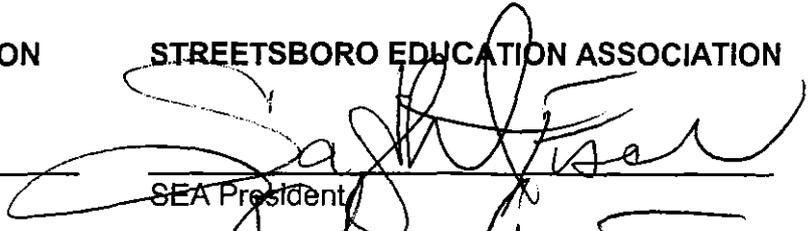
Treasurer



Negotiating Team Member



Negotiating Team Member



SEA President



Labor Relations Consultant



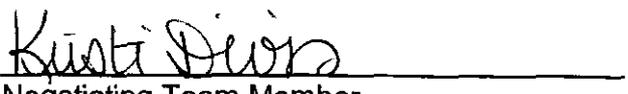
Negotiating Team Member



Negotiating Team Member



Negotiating Team Member



Negotiating Team Member


Negotiating Team Member


Negotiating Team Member

This Agreement and Appendices were accepted by the Streetsboro Board of Education at the meeting of October 15, 2013.

**STREETSBORO CITY SCHOOL DISTRICT
ALL-PURPOSE LEAVE REQUEST FORM**

Name _____ Building _____

Date(s) of Leave _____

Number of Working Days to be Absent: _____

1. (Check One Only)

____ Sick Leave: (Does not require administrative approval)

____ Personal illness or injury

____ Exposure to contagious disease

____ Pregnancy

____ Illness, injury, or death in immediate family (list name and relationship)

____ Personal Leave (Requires three-day notice unless emergency)

(Personal Leave does not require stated reasons)

____ Professional Leave (Attach date, place, nature, and estimated cost)

Is Professional Leave funded by grant? ____ No ____ Yes _____

Name of Grant

____ Jury Duty (Attach notice)

____ Compulsory Leave (Attach substantiation)

____ Assault Leave

____ Association Leave

____ Association Participation Leave _____

Specify

____ Maternity/Parental Leave of Absence (Attach physician's verification)

____ Sabbatical Leave of Absence (Attach synopsis of program)

____ Study Leave of Absence (Attach plan)

2. Substitute Required: ____ Yes ____ No

____ Approved ____ Denied

Employee Signature

Principal/Supervisor Signature

Superintendent

Date

Date

Date

White - Board Office Yellow - Sub Caller Pink - Employee

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.

Section 1: Improvement Statement

List specific areas for improvement as related to the <i>Ohio Standards for the Teaching Profession</i> . 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 Beginning Date _____ Ending Date: May 10, _____

List specific measurable goals to improve performance. Indicate what will be measured for each goal.	
Level of Performance	Specifically Describe Successful Improvement Target(s)

Improvement 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 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

Teacher Name: _____ Grade Level/Subject: _____

School year: _____ Building: _____ Date of Evaluation: ___/___/___

The improvement plan will be evaluated at the end of evaluation cycle but no later than May 1st.
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.
- Improvement is demonstrated and performance standards are partially met to a satisfactory level of performance.
- Improvement is not demonstrated and performance standards are not met to a satisfactory level of performance.

Any action taken must be in accordance with the contract.

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 comments:

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.

OTES Evaluator Post-Conference Plan

Reinforcement

Reinforcement Area (Indicator):

Self-Analysis Question:

Evidence from Script:

OTES Evaluator Post-Conference Plan

Refinement

Refinement Area (Indicator):

Self-Analysis Question:

Evidence from Script:

Recommendations:

OTES Evaluator Post-Conference Plan

Evaluator Signature

Date

Teacher Comments:

Teacher Signature

Date

This document should be returned to the evaluator within 5 work days.

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

Teacher: _____

Collaborative

Evaluator: _____

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

_____/_____/_____
 Evaluator Signature Date Teacher Signature Date

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

The Professional Growth Plan is due before the last teacher work day of the school year. The Professional Growth plan may be modified during the first 20 school days of the following school year.

OTES Summary of Scoring/Evidence Template

	Evidence Notes		Area	Rating
		Plan	Focus for Learning	
		Plan	Assessment Data	
		Plan	Prior Content Knowledge / Sequence / Connections	
		Plan	Knowledge of Students	
		Teach	Lesson Delivery	

OTES Summary of Scoring/Evidence Template

	Evidence Notes		Area	Rating
		Teach	Differentiation	
		Teach	Resources	
		Teach	Classroom Environment	
		Assess	Assessment of Student Learning	

OTES Summary of Scoring/Evidence Template

Evidence Notes	Area	Rating
	Professional Responsibilities	

Walkthrough Form

Teacher Name: _____ Grade(s)/Subject Area(s): _____

Evaluator Name: _____ Date ____/____/____

Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

Directions: This form serves as a record of an informal walkthrough by the teacher's evaluator. The evaluator will likely not observe all the teaching elements listed below in any one informal observation. This record, along with records of additional informal observations, will be used to inform the summative evaluation of the teacher.

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning.
<input type="checkbox"/> Evidence of varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Evidence of teacher connecting real-life applications	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Instruction and lesson activities are accessible and challenging for students	

Evaluator Recommendations
Evaluator Signature: _____ Date: _____ This document must be provided to the teacher within one work day.

Teacher Comments:
Teacher Signature: _____ Date: _____ This document must be signed and returned to the evaluator within one work day of receipt.

Pre-Conference Sample Questions

The questions provided are intended to guide thinking and conversation; every question may not be answered or relevant for every observation.

FOCUS FOR LEARNING

(Standard 4: Instruction)

- » What is the focus for the lesson?
- » What content will students know/understand? What skills will they demonstrate?
- » What standards are addressed in the planned instruction?
- » Why is this learning important?

ASSESSMENT DATA

(Standard 3: Assessment)

- » What assessment data was examined to inform this lesson planning?
- » What does pre-assessment data indicate about student learning needs?

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

(Standard 1: Students/Standard 2: Content/ Standard 4: Instruction)

- » What prior knowledge do students need?
- » What are the connections to previous and future learning?
- » How does this lesson connect to students' real-life experiences and/or possible careers?
- » How does it connect to other disciplines?

KNOWLEDGE OF STUDENTS

(Standard 1: Students)

- » What should the evaluator know about the student population? (See Data Measures Inventory for the Classroom)
- » How is this a developmentally appropriate learning activity?

LESSON DELIVERY

(Standard 2: Content/Standard 4: Instruction)

- » How will the goals for learning be communicated to students?
- » What instructional strategies and methods will be used to engage students and promote independent learning and problem solving?
- » What strategies will be used to make sure all students achieve lesson goals?
- » How will content-specific concepts, assumptions and skills be taught?

DIFFERENTIATION

(Standard 1: Students/Standard 4: Instruction)

- » How will the instructional strategies address all students' learning needs?
- » How will the lesson engage and challenge students of all levels?
- » How will developmental gaps be addressed?

RESOURCES

(Standard 2: Content/Standard 4: Instruction)

- What resources/materials will be used in instruction?
- How will technology be integrated into lesson delivery?

CLASSROOM ENVIRONMENT

(Standard 1: Students/Standard 5: Learning Environment)

- How will the environment support all students?
- How will different grouping strategies be used?
- How will safety in the classroom be ensured?
- How will respect for all be modeled and taught?

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

- How will you check for understanding during the lesson?
What specific products or demonstrations will assess student learning/achievement of goals for instruction?
- How will you ensure that students understand how they are doing and support students' self-assessment?
How will you use assessment data to inform your next steps?

PROFESSIONAL RESPONSIBILITIES: COLLABORATION AND COMMUNICATION

(Standard 6)

- How do you cooperate with colleagues?
- How do you work with others when there is a problem?
- What is your communication style with students? With families? With colleagues?
- In what ways do you seek the perspectives of others? Give an example.

PROFESSIONAL RESPONSIBILITIES: PROFESSIONAL RESPONSIBILITY AND GROWTH

(Standard 7)

- How do you apply knowledge gained from other experiences into your teaching?
- Discuss ways you reflect and analyze your teaching.
- What are some proactive ways you further your own professional growth?

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	FOCUS FOR LEARNING (Standard 4: Instruction) Sources of Evidence: 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.
	ASSESSMENT DATA (Standard 3: Assessment) Sources of Evidence: Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. 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. 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. 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. 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.

Teacher Performance Evaluation Rubric - *continued*

INSTRUCTIONAL PLANNING				
	Ineffective	Developing	Proficient	Accomplished
PRIOR CONTENT KNOWLEDGE/ SEQUENCE/ CONNECTIONS (Standard 1: Students; Standard 2: Content; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference	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.	The teacher makes an attempt to connect the lesson to students' prior knowledge, to previous lessons or future learning but is not completely successful.	The teacher makes clear and coherent connections with students' prior knowledge and future learning--both explicitly to students and within the lesson.	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.
			The teacher plans and sequences instruction to include the important content, concepts, and processes in school and district curriculum priorities and in state standards.	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.
KNOWLEDGE OF STUDENTS (Standard 1: Students) <i>Sources of Evidence:</i> Analysis of Student Data Pre-Conference	The teacher demonstrates a lack of familiarity with students' backgrounds and has made no attempts to find this information.	The teacher demonstrates some familiarity with students' background knowledge and experiences and describes one procedure used to obtain this information.	The teacher demonstrates familiarity with students' background knowledge and experiences and describes multiple procedures used to obtain this information.	The teacher demonstrates an understanding of with 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.
	The teacher's plan for instruction does not demonstrate an understanding of students' development, preferred learning styles, and/or student backgrounds/prior experiences.	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.	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.	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.
				The teacher plans for and can articulate specific strategies, content, and delivery that will meet the needs of individual students and groups of students.

Teacher Performance Evaluation Rubric - *continued*

INSTRUCTION AND ASSESSMENT		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	LESSON DELIVERY (Standard 2: Content; Standard 4: Instruction; Standard 6: Collaboration and Communication) <i>Sources of Evidence:</i> Formal Observation Classroom Walkthroughs/ Informal Observations	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. 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.	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. 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.	Teacher explanations are clear and accurate. The teacher uses developmentally appropriate strategies and language designed to actively encourage independent, creative, and critical thinking. 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.	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. 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.
	DIFFERENTIATION (Standard 1: Students; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	The teacher does not attempt to make the lesson accessible and challenging for most students, or attempts are developmentally inappropriate.	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.	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.	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.
	RESOURCES (Standard 2: Content; Standard 4: Instruction) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	Instructional materials and resources used for instruction are not relevant to the lesson or are inappropriate for students.	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.	Instructional materials and resources are aligned to the instructional purposes and are appropriate for students' learning styles and needs, actively engaging students.	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.

Teacher Performance Evaluation Rubric - continued

INSTRUCTION AND ASSESSMENT		INSTRUCTION AND ASSESSMENT		
	Ineffective	Developing	Proficient	Accomplished
CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 3: Learning Environment; Standard 6: Collaboration and Communication) Sources of Evidence: Pre-Conference, Formal Observation, Classroom Walkthroughs, Informal Observations	<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>

Teacher Performance Evaluation Rubric - *continued*

	Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations 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>

Teacher Performance Evaluation Rubric - *continued*

PROFESSIONALISM				
	Ineffective	Developing	Proficient	Accomplished
<p>PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p><i>Sources of Evidence:</i> Professional Development Plan or Improvement Plan Pre-Conference Post-Conference 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>

**STREETSBORO CITY SCHOOLS
CLASSROOM OBSERVATION FORM**

Date of Pre-Conference _____

Employee _____

Date of Post-Conference _____ Date of Observation _____

Time of Observation _____ Building _____

Subject Area Observed _____

PRE-CONFERENCE DATE (if conducted):

OBJECTIVES:

INSTRUCTIONAL STRATEGIES AND MATERIALS:

CLASS SETTING AND STUDENT CHARACTERISTICS:

SUPERVISORY ROLE:

LESSON RECONSTRUCTION:

SUPERVISOR'S COMMENTS:

/s/ _____

Date _____

EMPLOYEE'S COMMENTS:

/s/ _____

Date _____

STREETSBORO CITY SCHOOLS

SUMMATIVE APPRAISAL FORM

Employee _____

EMPLOYEE APPRAISAL Position _____ Building _____

OBSERVER APPRAISAL

U N M E N A

U N M E N A

- | | | |
|-------|---|-------|
| _____ | 1. Adequacy of employee's performance in developing lesson plans. | _____ |
| _____ | 2. Adequacy of employee understanding/use of technical skills of teaching (i.e. set induction, stimulus variation, questioning, reinforcement, closure, and lecturing. | _____ |
| _____ | 3. Adequacy of employee's performance in developing and maintaining pupil interest in class activities. | _____ |
| _____ | 4. Adequacy of employee's knowledge and understanding of the pupils - e.g. Does he/she relate to them? Good rapport? | _____ |
| _____ | 5. Adequacy of employee's performance in understanding and dealing with specific behavior problems. | _____ |
| _____ | 6. Adequacy of employee's performance in maintaining desirable control of his/her class(es) in general. | _____ |
| _____ | 7. Adequacy of employee's performance in evaluating pupil progress; planning and implementing subsequent intervention | _____ |
| _____ | 8. Adequacy of employee's performance in reporting pupil progress. | _____ |
| _____ | 9. Adequacy of employee's performance in maintaining and submitting, upon request, accurate and complete records as required by law, District policy and Administrative regulation. | _____ |
| _____ | 10. Adequacy of employee's care of the equipment, materials, facilities assigned to said employee. | _____ |
| _____ | 11. Adequacy of employee's use of good judgment and tact. | _____ |
| _____ | 12. Adequacy of employee's response to supervision and suggestions. | _____ |
| _____ | 13. Adequacy of employee's performance in promoting respect for the profession through appearance and action. | _____ |
| _____ | 14. Adequacy of employee's performance in promoting positive public relations as the opportunity presents itself. | _____ |
| _____ | 15. Adequacy of employee adhering to BOE policies, written Administrative rules and regulations. | _____ |

STREETSBORO CITY SCHOOLS
SUMMATIVE APPRAISAL FORM

SUPERVISOR'S COMMENTS:

/s/ _____ Date _____

EMPLOYEE'S COMMENTS

/s/ _____ Date _____

KEY: U = UNSATISFACTORY N = NEEDS IMPROVEMENT M = MEETS EXPECTATIONS
E = EXCEEDS EXPECTATIONS N/A = NOT APPLICABLE

**STREETSBORO CITY SCHOOLS
PERFORMANCE APPRAISAL FORM**

Employee _____ Date of Conference _____

Position _____ Building _____

CONFERENCE RECONSTRUCTION: In space below, please note pertinent activities (underway or planned) that relate to specific performance responsibilities in the position description.

PERFORMANCE RESPONSIBILITY

PERTINENT ACTIVITIES

Supervisor _____

Employee _____

SUPERVISOR'S COMMENTS:

/s/ _____ Date _____

EMPLOYEE'S COMMENTS:

/s/ _____ Date _____

**STREETSBORO CITY SCHOOL DISTRICT
PARENTAL CONCERN FORM**

BOARD OF EDUCATION LEVEL

Date Forwarded to Board _____

Parent Signature

Date

Resolution of Concern:

Board of Education President Signature

Date

White Copy - Superintendent

Yellow Copy - Parent

Pink Copy – Employee

STREETSBORO CITY SCHOOL DISTRICT
PARENTAL CONCERN FORM

Building _____

Date _____

Student _____

Parent _____

Address _____

Phone _____

Informal Procedure:

____ Communication between student and employee.

____ Parent met with employee. Date _____

____ Parent met with employee and Principal. Date _____

Description of Concern:

Parent Signature _____ Date _____

Resolution of Concern:

Immediate Supervisor _____ Date _____
Signature

White Copy - Superintendent

Yellow Copy - Parent

Pink Copy - Employee

**STREETSBORO CITY SCHOOL DISTRICT
PARENTAL CONCERN FORM**

SUPERINTENDENT'S LEVEL

Date Forwarded to Superintendent _____

Parent Signature

Date

Resolution of Concern:

Superintendent Signature

Date

White Copy - Superintendent

Yellow Copy - Parent

Pink Copy -- Employee

LIMITED CONTRACT FOR REGULAR TEACHING DUTIES

- | | |
|--|---|
| 1. TEACHER'S NAME: | 4. SCHOOL YEAR OR YEARS COVERED THIS CONTRACT: |
| 2. EMPLOYMENT RESOLUTION & DATE: | 5. SALARY RATE PER SCHOOL YEAR: |
| 3. EFFECTIVE DATE OF EMPLOYMENT UNDER THIS CONTRACT: | 6. DATE OF BOARD OF EDUCATION CONTRACT SIGNATURE: |

AN AGREEMENT by and between the person whose name appears hereinabove in **Block No. 1** and who is referred to hereinafter as the "Teacher" and the Board of Education of the Streetsboro City School District, pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in **Block No. 2**:

WHEREAS, the Teacher does not have continuing service status in the Streetsboro City School District and the Teacher has been recommended for employment or reemployment under a Limited Contract of employment by the Superintendent of Schools of the Streetsboro City School District, and the Board of Education has approved such recommendation; and

WHEREAS, the Teacher has been notified, as required by ORC 3307.58, of his/her duties and obligations under ORC Chapter 3307, being laws pertaining to the State Teachers Retirement System, as a condition of his/her employment;

NOW, THEREFORE, it is mutually agreed that on and after the effective date of employment under this contract as hereinabove set forth in **Block No. 3**, the Teacher shall be employed in the public schools of the Streetsboro City School District for the school year or years set forth in **Block No. 4**, or such part thereof as may succeed the effective date of employment under this contract, or under such earlier time as the Teacher, in accordance with law, resigns, elects to retire, or is retired, or until such time as this contract, as provided by law, is terminated or suspended, and that the Teacher accepts the provisions of the law pertaining to the State Teachers Retirement System as part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the Teacher agrees to abide by rules and regulations adopted by the Board of Education for the governance of its employees, to teach the number of school days prescribed by the Board of Education during the term of this contract, and to perform such duties as have in the past been performed by Teachers in the Streetsboro City School District and as shall be directed and assigned by the Superintendent of Schools pursuant to ORC 3319.01.

IN CONSIDERATION of such services and the performance of such duties, the Board of Education agrees to pay the Teacher for the school year or first school year hereinabove set forth in **Block No. 4**, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in **Block No. 5**, payable as provided by resolution of the Board of Education duly adopted, and, if this Limited Contract is for a term longer than one (1) school year, for each succeeding school year thereafter a salary in such amount as the Board of Education establishes consistent with law, notice of which shall be given to the Teacher as provided by ORC 3319.12 or provisions hereafter amendatory or supplementary thereto.

IN WITNESS WHEREOF, The Board of Education by its Treasurer has set its hand on the date hereinabove set forth in **Block No. 6**, and the Teacher has set his/her hand on the date set forth below.

Board of Education of the
Streetsboro City School District

Board President

Treasurer

Teacher's Signature and Date

INSTRUCTION TO TEACHER: Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 6 to the Superintendent of Schools.

CONTINUING CONTRACT FOR REGULAR TEACHING DUTIES

- | | |
|--|---|
| 1. TEACHER'S NAME: | 4. SCHOOL YEAR OR YEARS COVERED BY THIS CONTRACT: _____ |
| 2. EMPLOYMENT RESOLUTION & DATE: | 5. SALARY RATE PER SCHOOL YEAR: |
| 3. EFFECTIVE DATE OF EMPLOYMENT UNDER THIS CONTRACT: | 6. DATE OF BOARD OF EDUCATION CONTRACT SIGNATURE: |

AN AGREEMENT by and between the person whose name appears hereinabove in **Block No. 1** and who is referred to hereinafter as the "Teacher" and the Board of Education of the Streetsboro City School District, pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in **Block No. 2**:

WHEREAS, the Teacher qualifies for continuing service status in the school district under ORC 3319.11; and

WHEREAS, the Teacher has been recommended for employment or reemployment by the Superintendent of Schools of the Streetsboro City School District, and the Board of Education has approved such recommendation; and

WHEREAS, the Teacher has been notified, as required by ORC 3307.58, of his/her duties and obligations under ORC Chapter 3307, being laws pertaining to the State Teachers Retirement System, as a condition of his/her employment;

NOW, THEREFORE, it is mutually agreed that on and after the effective date of employment under this contract as hereinabove set forth in **Block No. 3**, the Teacher shall be employed in the public schools of the Streetsboro City School District until, in accordance with law, the Teacher resigns, elects to retire, is retired, or until, as provided by law, this contract is terminated or suspended, and that the Teacher accepts the provisions of the law pertaining to the State Teachers Retirement System as part of this contract and as a condition of the employment provided for herein.

IN CONSIDERATION of the salary provided for herein, the Teacher agrees to abide by rules and regulations adopted by the Board of Education for the governance of its employees, to teach annually the number of school days prescribed by the Board of Education, and to perform such duties as have in the past been performed by Teachers in the school district and as shall be directed and assigned by the Superintendent of Schools pursuant to ORC 3319.01.

IN CONSIDERATION of such services and the performance of such duties, the Board of Education agrees to pay the Teacher for the school year hereinabove set forth in **Block No. 4**, or such part thereof as may succeed the effective date of employment under this contract, at the rate, per school year, hereinabove set forth in **Block No. 5**, payable as provided by resolution of the Board of Education duly adopted, and for each succeeding school year thereafter, a salary in such amount as the Board of Education establishes consistent with law, notice of which shall be given to the Teacher as provided by ORC 3319.12 or provisions hereafter amendatory or supplementary thereto.

IN WITNESS WHEREOF, the Board of Education by its Treasurer has set its hand on the date hereinabove set forth in **Block No. 6**, and the Teacher has set his/her hand on the date set forth below.

Board of Education of the
Streetsboro City School District

Board President

Treasurer

Teacher's Signature and Date

INSTRUCTION TO TEACHER: Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 6 to the Superintendent of Schools.

LIMITED CONTRACT FOR SUPPLEMENTAL DUTY

- | | |
|--|---|
| 1. TEACHER'S NAME: | 5. SUPPLEMENTAL DUTY POSITION: |
| 2. EMPLOYMENT RESOLUTION & DATE: | 6. SALARY RATE PER SCHOOL YEAR: |
| 3. EFFECTIVE DATE OF EMPLOYMENT UNDER THIS CONTRACT: | 7. CONTRACT TERMINATION DATE: |
| 4. SCHOOL YEAR: | 8. DATE OF BOARD OF EDUCATION CONTRACT SIGNATURE: |

AN AGREEMENT by and between the person whose name appears hereinabove in **Block No. 1** and who is referred to hereinafter as the "Teacher" and the Board of Education of the Streetsboro City School District, pursuant to resolution duly adopted by the Board of Education numbered and dated as hereinabove set forth in **Block No. 2**:

WHEREAS, the Board of Education has determined it necessary to provide the services hereinafter set forth, has accepted the recommendation of the Superintendent of Schools of the Streetsboro City School District that the teacher be engaged to perform said services, and has authorized this contract; and

WHEREAS, said services are in addition to the Teacher's regular duties as a Teacher in the Streetsboro City School District.

NOW, THEREFORE, it is mutually agreed that on and after the effective date of employment under this contract as hereinabove set forth in **Block No. 3**, the Teacher shall be employed in the public schools of the Streetsboro City School District for the school year hereinabove set forth in **Block No. 4**, or such part thereof as may succeed the effective date of employment under this contract or until, in accordance with law, the Teacher resigns, elects to retire, is retired, or until, as provided by law, this contract is terminated or suspended, to serve in the position hereinabove set forth in **Block No. 5**, and that the Teacher's duties in said position shall be as directed and assigned by the Superintendent pursuant to ORC 3319.01.

THE BOARD AGREES to pay the Teacher at the rate set forth in **Block No. 6**, per school year, payable as provided by resolution of the Board of Education duly adopted.

IT IS FURTHER MUTUALLY AGREED that the Teacher's obligation to perform the services and duties provided for herein and the Board of Education's obligation to accept the Teacher's performance of such services and duties shall terminate on the date hereinabove set forth in **Block No. 7**, and the Board of Education shall not be obligated to compensate the Teacher for any such duties performed after said date.

IN WITNESS WHEREOF, the Board of Education by its Treasurer has set its hand on the date hereinabove set forth in **Block No. 8**, and the Teacher has set his/her hand on the date set forth below.

Board of Education of the
Streetsboro City School District

Board President

Treasurer

Teacher's Signature and Date

INSTRUCTION TO TEACHER: Sign and date this copy and return within fifteen (15) days after date set forth in Block No. 8 to the Superintendent of Schools.

BOARD OF EDUCATION
STREETSBORO CITY SCHOOL DISTRICT
STREETSBORO, OHIO

SALARY NOTICE FOR SUPPLEMENTAL DUTIES

_____, 20____

TO: _____

You are hereby notified that your salary for supplemental duties during the _____
school year shall be \$ _____.

Board of Education of the
Streetsboro City School District

Treasurer

BOARD OF EDUCATION
STREETSBORO CITY SCHOOL DISTRICT
STREETSBORO, OHIO

SALARY NOTICE FOR REGULAR TEACHING DUTIES

_____, 20____

TO: _____

You are hereby notified that your salary for regular teaching duties during the _____
school year shall be \$_____.

Board of Education of the
Streetsboro City School District

Treasurer

STREETSBORO CITY SCHOOLS

GRIEVANCE FORM LEVEL I

Name _____
Building _____

STATEMENT OF GRIEVANCE (Include the pertinent provisions of Contract)

REMEDY REQUESTED

Signature of Aggrieved

Date

DISPOSITION RENDERED

Signature of Person Rendering Disposition

Date

(Attach additional pages if needed for completion of any Section.)

STREETSBORO CITY SCHOOLS

GRIEVANCE FORM LEVEL II

_____ Advanced to Level II (Superintendent)

DEPOSITION RENDERED _____

Superintendent's Signature

Date

Attach copy of the grievance.

STREETSBORO CITY SCHOOLS

GRIEVANCE FORM LEVEL III

_____ Advanced to Level III (Board of Education)

DEPOSITION RENDERED _____

Board President's Signature

Date

Attach copy of the grievance.

**STREETSBORO CITY SCHOOL DISTRICT
REQUEST FOR TUITION REIMBURSEMENT**

Name _____ School _____

Teaching Area _____

College/University _____

Course Number	Course Title	Number of Hours

Dates of Course _____ to _____
Month Day Year Month Day Year

Quarter _____ Semester _____

Tuition Paid \$ _____ (Please attach copy of Bursar's Receipt)

Employee Signature _____ Date _____

___ APPROVED ___ NOT APPROVED* _____
Building Principal Date

___ APPROVED ___ NOT APPROVED* _____
Superintendent Date

*Reason for Nonapproval: 1. ___ NOT AN APPROVED COURSE
 2. ___ OTHER: _____

Signed _____
Building Principal or Superintendent Date

FOR OFFICE USE ONLY:	
Bursar's Receipt Provided _____	Processed For Payment _____
Transcripts/Grade Report Received _____	Amount \$ _____

APPENDIX M

SCHEDULE OF BENEFITS

Medical Benefits/Plan Provisions	Network Providers	Non-Network Providers
Maximum Daily Service Charge (semi-private room)	90%	80%
Special Care Units (ICU & CCU)	90%	80%
Ancillary Services Maximum	90%	80%
In-Hospital Physician Visits	90%	80%
Diagnostic, X-Ray & Lab/In and Outpatient	90%	80%
Surgical Services	90%	80%
Durable Medical Equipment	90%	80%
Anesthesia	90%	80%
Therapy Services	90%	80%
Occupational Therapy	90%	80%
Home Health Care Services (100 visits per calendar year)	90%	80%
Hospice Care	90%	80%
Skilled Nursing/Rehab Facility – 365 days	90%	80%
Pregnancy Services	90%	80%
Routine Nursery Care	90%	80%
Newborn Exam – 1 st inpatient visit only	90%	80%
Pre-Admission Testing	90% after deductible	80% after deductible
Voluntary 2 nd or 3 rd Surgical Opinion	90% after deductible	80% after deductible
Ambulance	90%	80%
Emergency Room Treatment Accident	100% (deductible waived) with \$50 copay	100% (deductible waived) with \$50 copay
Emergency Room Treatment Illness	90% after deductible with \$150 copay	0% after deductible
Physician Office Visits – Primary Care	100% (deductible waived) with \$10 copay	80%
Physician Office Visits – Specialist	100% (deductible waived) with \$20 copay	80%
Mental, Nervous Disorders & Substance Abuse – Inpatient	90%	80%
Mental, Nervous Disorders & Substance Abuse – Outpatient	90% calendar year maximum \$5,000	80% calendar year maximum \$5,000
Gyn Exam, Pam Smear, Prostate Test (no deductible) – Preventative Adult Visits	100% with \$10 copay up to \$500 per year	80% up to \$500 per year
Routine Colonoscopy Screening	100%	80%
Well Baby Care	100% deductible waived with \$10 copay	80%
Well Child Care (ages 1 to 18) includes all vaccines as listed on the U.S. Recommended Immunization Schedule. Immunizations covered at 100%.	100% deductible waived with \$10 copay up to \$150 per year	80% after deductible up to \$150 per year
Temporomandibular Joint Disorder	80%	80%
Chiropractic	90%	80%
General Major Medical	90%	80%
Infertility	90%	80%
Physical Therapy	90%	80%
Preventative – Child Immunizations	90%	80%
Allergy Testing & Injections	90%	80%
Routine Mammogram	100%	100%
Urgent Care Facility	100% (deductible waived) with \$30 copay	80%
Organ Transplant	90%	80%
Smoking Cessation	0	0
Individual Deductible	\$250	\$500
Family Deductible	\$500	\$1,000
Coinsurance (Plan Responsibility)	90%	80%
Individual Out of Pocket Maximum	\$500	\$900
Family Out of Pocket Maximum	\$900	\$1,800

APPENDIX N

REQUEST FOR UNPAID FMLA LEAVE

(to be filed at least 30 days in advance of foreseeable leave; otherwise, as soon as practicable)

Employee's Name _____ Position _____

Building _____

I hereby request FMLA leave from _____ to _____ for (circle one):

- 1. The birth of a child and/or to care for the newborn child within one year of the child's birth;
- 2. The placement of an adopted child or foster child with you and/or to care for the newly placed child within one year of the child's arrival;
- 3. To care for an immediate family member (son, daughter, spouse, or parent) with a serious health condition; or
- 4. The Employee's own serious health condition prevents him/her from performing the functions of his/her job (i.e. the health care provider determines that the Employee is unable to work at all or is unable to perform any of the essential functions of the Employee's position within the meaning of the Americans with Disabilities Act).

Explain the reason for your request:

Does Employee's spouse work for the District? Y N

Would an intermittent or reduced leave schedule meet your needs? Y N

If yes, specify a schedule that would meet your needs:

NOTE:A FMLA leave request based on the Employee's serious health condition or the serious health condition of an immediate family member must be accompanied by "Medical Certification from Health Care Provider."

I hereby authorize the Board of Education to contact my health care provider to verify the reason for my requested FMLA leave or for any other information concerning said leave.

I understand that a failure to return to work at the end of my FMLA leave may be treated as a resignation unless an extension of FMLA leave has been agreed upon and approved in writing by the Board of Education, or an additional unpaid leave is authorized by the Board and/or state law.

Employee's Signature

Date

FOR OFFICE USE ONLY

Employee's accumulated personal leave, sick leave and/or vacation leave: _____

Total unpaid leave, with benefits, Employee entitled to: _____

Intermittent or reduced leave schedule and alternative position Employee assigned to (if applicable):

Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the Streetsboro City School District Board of Education ("the Board") and the Streetsboro Education Association ("the Association") for the express purpose of modifying the terms and conditions of Article 9 of the current Negotiated Agreement between the parties, which is effective August 1, 2013 through July 31, 2016, and specifically referenced appendices thereto.

WHEREAS, the Board and the Association successfully negotiated language into the Negotiated Agreement that complies with the requirements of O.R.C. 3319.111 and 3319.112 in effect as of the time of the conclusion of negotiations; and,

WHEREAS, the parties have mutually determined that certain modifications to the provisions thereof are necessary to better reflect the intentions of the parties and to clarify certain points of possible confusion;

NOW THEREFORE, the parties hereby agree to the following:

1. Article 9 "TEACHER EVALUATION/PERSONNEL FILE APPRAISAL" of the Negotiated Agreement shall be modified as follows:

E. OBSERVATIONS

2. Pre-Observation Meeting

Once the observation date and time are set, a pre-conference will be held for each observation between three (3) and one (1) working days prior to the observation in order for the teacher to explain plans and objectives for the lesson. No pre-conference form shall be required. The conversation shall be focused on the Pre-Conference Sample Questions, found in Appendix _____.

F. POST-OBSERVATION CONFERENCE AND REPORT

2. The evaluator shall complete a copy of the OTES Summary of Scoring/Evidence Template **found in Appendix _____**, summarizing each observation performed. The teacher will receive a copy of **the form as completed by the evaluator** at least 24 hours prior to the post conference. **This document shall be updated to reflect the post-conference conversation and evidence, as needed.**

4. **The OTES Evaluator Post-Conference plan will contain an area for teacher comments. Teachers shall have five (5) working days to return the signed document to the evaluator.**

G. WALKTHROUGHS

1. Walkthroughs used for evaluation purposes shall be conducted as follows:

e. The teacher shall have one work day to make any comments, sign the document, and return it to the assigned evaluator.

e.f. Walkthroughs for evaluative purposes shall be conducted by the assigned evaluator.

I. IMPROVEMENT PLAN

2. Improvement Plan

c. The Improvement Plan shall be completed no later than May 10th.

d. The Improvement Plan Evaluation form can be found in Appendix _____ and shall be completed no later than May 1st of the following school year.

K. PROFESSIONAL GROWTH PLAN

1. Professional growth plans shall be due before the last teacher work day of the school year and shall be developed as follows:

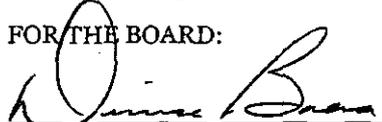
2. Professional growth plans may be modified during the first twenty (20) school days of the following school year.

3. The Board shall provide for professional development to accelerate and continue teacher growth. Such funds shall be separate from the funds designated in Article 22 of the Negotiated Agreement.

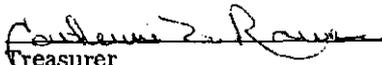
2. Certain forms referenced in Article 9 of the Negotiated Agreement and/or herein are also modified herein as found in the documents attached as follows:
 - a. Attachment A is the modified Walkthrough Form.
 - b. Attachment B is the modified Professional Growth Plan form.
 - c. Attachment C is the modified OTES Evaluator Post-Conference Plan form.
 - d. Attachment D is the modified Summary of Scoring Evidence Template form.
 - e. Attachment E is the modified Improvement Plan form.
 - f. Attachment F is the modified Improvement Plan Evaluation form.
 - g. Attachment G is the modified Final Summative Rating of Teacher Effectiveness form.
3. This Memorandum of Understanding represents the entire agreement of the parties concerning the matters addressed herein and no other agreement, whether written or verbal, shall be in effect except as shall have been reduced to writing and duly ratified the parties' respective memberships.
4. This Memorandum of Understanding shall be immediately and prospectively effective upon ratification of the parties' respective memberships and shall be included in the full body of the current Negotiated Agreement as prepared for final signature and printing by the parties. It is understood that OTES observations and/or conferences for the purpose of evaluation which have occurred prior to the effective date of this Memorandum, and which were conducted in accordance with the previously agreed language in those sections modified herein, shall be deemed to have been compliant with the terms of the Negotiated Agreement. Only observations and conferences held subsequent to the effective date of this Memorandum shall be required to comply with its terms.
5. All other provisions of the Negotiated Agreement not specifically and expressly modified herein, including the Attachments referenced and included herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby signify their agreement by affixing the signatures of their respective representatives below on this 12th day of December, 2013 at Streetsboro, Ohio.

FOR THE BOARD:


Board President

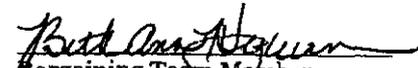

Superintendent


Treasurer

FOR THE ASSOCIATION:


Association President


Association Officer


Bargaining Team Member

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Streetsboro City School District
Board of Education

Certificate of Available Resources

July 1, 2013 – June 30, 2016

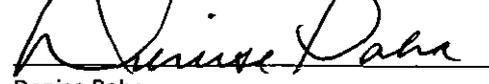
(Section 5705.412, et. al. Ohio Revised Code)

It is hereby certified that the Streetsboro City School District Board of Education has sufficient funds to meet the obligation, payment or expenditure for the above and have in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the District at the time of certification, are sufficient to provide operating revenues necessary to enable the District to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in the adopted school calendars for the current fiscal year and for the number of days in the succeeding fiscal year equal to the number of days of instruction was held or is scheduled for the current fiscal year. If the expenditure certified above is for a contract or agreement, this certification is for the term of the contract or for the current fiscal year plus the two immediately succeeding fiscal years, whichever period is greater.

October 15, 2013 – SEA Negotiated Contract


Catherine Rouse
Treasurer/CFO


Mike Daulbaugh
Superintendent


Denise Baba
Board President

Purpose of Certification: SEA Negotiated Contract

**WITH COMPLIMENTS
OF THE
STREETSBORO EDUCATION ASSOCIATION
OHIO EDUCATION ASSOCIATION
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SANDY SMITH-FISCHER, PRESIDENT

JOHN AVOURIS, LABOR RELATIONS CONSULTANT