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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE ELMWOOD BOARD OF EDUCATION

AND

THE ELMWOOD EDUCATION ASSOCIATION

EFFECTIVE DATE OF THIS AGREEMENT IS

JULY 1, 2013 THROUGH JUNE 30, 2016



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## **ARTICLE I**

### **PREAMBLE**

The Elmwood Local School District Board of Education (hereinafter "Board") and the Elmwood Education Association, OEA/NEA (hereinafter "Association") agree to engage in collective bargaining under the terms and conditions set forth in this Agreement.

## **ARTICLE II**

### **PAST PRACTICES**

Upon the ratification of a new agreement, this Agreement shall represent bargaining unit member rights, privileges and benefits granted by the Board to its bargaining unit members and unless specifically and expressly set forth in this Agreement, all rules, regulations, practices and benefits previously granted during the period of the prior Agreement are no longer in effect.

## **ARTICLE III**

### **RECOGNITION**

The Board recognizes the Association as the sole and exclusive bargaining representative, for the purposes of and as defined in ORC Chapter 4117 for all certificated/licensed professional, non-supervisory, personnel on the teacher's salary schedule both full and part-time employed by the District including classroom teachers [pre-K—12, adult, special, vocational, handicapped and long term substitutes], guidance counselors, special area teachers, librarians-media specialists, school nurses, vocational coordinators, department heads, athletic directors who are also classroom teachers, visiting teachers, and tutors who may be employed by the hour. The Association recognizes that the Superintendent, Principals, and other Administrative personnel as defined in ORC Chapter 4117 are excluded from the bargaining unit. The Employer recognizes that Association representation will include any newly created certificated/licensed position unless employment into the position is governed by ORC Section 3319.02.

A teacher hired as a substitute shall become a bargaining unit member after sixty (60) days of employment in the same assignment.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS CLAUSE**

The Association agrees that all of the functions, rights, powers, responsibilities and authority of the Board in regard to the operation of its work and business and the direction of its workforce (as set forth in ORC Section 4117.08) which the Board has not specifically abridged, deleted, granted or modified by the express written provisions of the Agreement are, and shall remain, exclusively those of the Board.

## **ARTICLE V**

### **ASSOCIATION RIGHTS**

The Board recognizes the responsibilities of the Association for maintaining and improving standards of professional policy.

#### **Building Facility Use**

Prior to using any building facilities of the District, the Association will be responsible for completing and filing with the respective Building Principal, a Building Use Request Form.

#### **Bulletin Boards and Use of Mail**

The Board will continue to provide the Association with bulletin board space in each school where the Association may post notices of Association business. The Association will continue to be able to use school mail boxes for communications.

#### **Association Leave**

The Board agrees to provide up to two (2) duly elected delegates of the Association with leave of up to two (2) days to attend the OEA Representative Assemblies with continuation of salary. All expenses for such function shall be assumed by the Association or bargaining unit member.

Bargaining unit members elected or appointed to a governing body of the Association may be granted leave for the purpose of attending district, state, or national meetings outside of the District of up to eight (8) days in any given school year. Such leave will be with a continuation of salary. All expenses for such function shall be assumed by the Association or bargaining unit member. The Association will assume the cost of substitutes occasioned by such leave.

Members desiring to be released from duty on association leave shall submit a written request for such leave on a form provided by the Board, indicating the leave is in compliance with this Section.

## **ARTICLE VI**

### **SCOPE OF THE AGREEMENT**

The Board recognizes the desirability of maintaining the highest standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of unit members as required by the express provision of this Agreement.

The Board agrees to fulfill any bargaining obligations it may have under ORC Chapter 4117 as a result of any deviation from the express provisions of this Agreement.

## ARTICLE VII

### SCOPE OF BARGANING

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification or deletion of an existing provision of this Agreement.

## ARTICLE VIII

### PROFESSIONAL NEGOTIATIONS PROCEDURES

#### PROCEDURES

##### **A. Requests for Negotiations**

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than February 1 nor later than February 15 of the year in which this Agreement expires. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board.

Unless otherwise agreed, within fifteen [15] days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session.

##### **B. Representatives**

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Unless otherwise agreed, representation shall be limited to five [5] representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

##### **C. Information**

1. Within ten (10) days of a written request, both prior to and during negotiations, the Board and Superintendent will furnish the Association with all available information concerning financial resources of the District and such other information as will assist the Association in developing intelligent, accurate, and constructive proposals on behalf of the teachers.

2. The Association agrees to furnish the Board within ten (10) days of written request financial information both prior to and during negotiations which will assist the Board in developing proposals for negotiations pursuant to this Article.
3. Negotiations shall be closed to the news media and to the public. During negotiations, either party shall be free to make any release or statement to the news media that it desires. Both negotiating teams may make progress reports to their respective membership throughout negotiations.

**D. Recess**

The chairperson of either group may recess his/her group for independent caucus at any time. Caucus shall be generally limited to thirty (30) minutes.

If the caucus lasts longer than thirty (30) minutes the other party will be informed as to how long the caucus is expected to last. Neither party shall intentionally abuse its ability to caucus.

**E. Item Agreement**

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

**F. Schedule of Meetings**

Until all negotiation meetings are completed, each meeting shall include mutually agreed time and place for the next subsequent meeting.

**G. Observers**

Each party may have up to two (2) observers at any meeting. Said observers are in addition to the regular negotiation teams. Observers have no speaking privileges.

**H. Agreement**

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification the agreement shall then be signed by the parties and shall become part of the official minutes of the Board. The resulting agreement shall be binding on both parties, and where necessary, the provisions shall be reflected in individual contractual terms.

**I. Disagreement**

If agreement is not reached within forty-five (45) calendar days prior to the expiration date of this Agreement then either party may declare a state of impasse to exist. If either party declares impasse, the parties shall jointly request the Federal Mediation and Conciliation Service to appoint a federal mediator for the

purpose of assisting parties in reaching an agreement. The parties agree that the use of mediation as set forth above constitutes the parties' mutually agreed upon dispute resolution procedure and shall take precedence over any inconsistency with or alternative procedure set forth in ORC Section 4117.14.

#### **J. Final Form**

As soon as practicable, but not later than thirty (30) calendar days after ratification, the Agreement shall be prepared, with a table of contents including all appendices, by the Association. A copy will be electronically transmitted to the Board's Treasurer, who will transmit a copy of the signed Agreement to the school email address of each individual bargaining unit member. In addition thirty (30) copies of the Agreement shall be printed by the Board with the cost of the printing being shared equally by the Board and the Association. Each party shall receive fifteen (15) copies for distribution. The Board will transmit a signed copy of the Agreement, to the State Employment Relations Board.

### **ARTICLE IX**

#### **CONTINUOUS OPERATION OF THE SCHOOLS**

Both parties agree to recognize their responsibilities for the education of the children of the community. The parties realize the importance of maintaining the uninterrupted operation of schools.

**No Strike Clause:** The Association will not call, sanction, encourage, or in any manner endorse a strike in the District during the term of this Agreement.

In return for this commitment, and as an addendum to it, the Board agrees to abide by all items within this Agreement. An illegal strike will result in this contract being null and void. The Board further agrees to not lockout any of its employees during the terms of this Agreement.

### **ARTICLE X**

#### **EDUCATIONAL ENVIRONMENT**

##### **A. Health/Safety and Accident Reporting**

1. Teachers are to report, in writing, to the Building Principal any procedures, equipment or conditions that could pose a danger to the health or well-being of students, staff and community.
2. In the case of resulting injury to a staff member, he/she will be provided with the appropriate information to process a claim.
3. In the event of any accident involving staff, a report shall be completed by the staff member.
4. In the case where a student accident occurred, the responsible staff member shall complete the appropriate accident report form.

## **B. Complaint Procedure**

1. Persons with complaints against a teacher pertaining to the teacher's regular contract duties with the District, shall be encouraged to first discuss the complaint with the teacher and the teacher shall be informed of both the complaint and the identity of the complainant. If not resolved, the complaint will go to the building principal and then, if necessary, to the Superintendent or his/her designee.
2. No complaint shall be used in any evaluation or for any personnel decision without first identifying the source and substantiating the complaint through investigation.
3. A plan for dealing with any identified deficiencies arising from a complaint investigation shall be developed by the Administration and the teacher. If the administration and the teacher are unable to agree, the matter will be handled as determined by the Administration.
4. At any time a teacher is asked to meet with an administrator concerning a complaint, the teacher shall have the right to Association representation.
5. This Article does not apply in the event of an investigation conducted by a governmental agency.
6. No documentation concerning a complaint will be placed in an employee's personnel file without prior notification to the employee.

## **ARTICLE XI**

### **LESSON PLANS**

A photocopy, or other form of the Lesson Plan will be given or otherwise made available to the Building Principal the first day of the school week before the start of classes each week.

## **ARTICLE XII**

### **TUITION REIMBURSEMENT**

The sum of twenty-five thousand dollars (\$25,000) will be budgeted annually for the payment of tuition reimbursement monies to be paid using the following format.

- A. Requests for reimbursement of the tuition expense to a maximum of \$2,000 per year (September 1 to August 31) per individual teacher may be submitted for eligible course work. Application and course work must be completed within the same year. Any excess funds will be carried over and may cause the budgeted monies to exceed the yearly budgeted amount, but in no event will the aggregate amount for a particular year exceed thirty-five thousand dollars (\$35,000). In

determining the amount of reimbursement available for individual teachers; the total amount of a teacher's request (not to exceed \$2,000) will be divided by the total number of dollars requested by all teachers. This number will be multiplied by the total dollar amount of all requests made not to exceed the budgeted amount to determine the teacher's reimbursement to a maximum of \$2,000.

- B. Academic courses must directly relate to the teacher's assigned classes or duties, be directly related to the certification subjects listed on the teacher's certificate/license or otherwise be in the area of education, and the teacher must be accepted as a student in an institution whose credits are recognized by the Ohio Department of Education. All courses must be approved by the Superintendent. To be eligible, teachers must complete the class application form and obtain the approval of the Superintendent before taking any course work. Failure to receive this pre-approval will disqualify the course work for reimbursement.
- C. The Treasurer shall provide the EEA President upon request with a record of the enrollment and expenditure of the tuition reimbursement fund each year.
- D. Reimbursement shall be made directly to the teacher in a lump sum prior to October 15 following the submission of verification of the credits authorized and completed with a grade of at least a "C" or a "pass" in a "pass/fail" course. Official verification of costs and successful passing of the course shall be substantiated. Official verification of course work completed shall be by grade slip, transcript, or a letter from the college verifying course work has been completed and official grades are forthcoming. Verification of cost and completion of course work shall be submitted by September 30. (Appendix A).
- E. Any bargaining unit member that resigns before the September 30 deadline forfeits his/her reimbursement.
- F. No teacher shall be reimbursed more than the actual cost of tuition paid by the teacher.

## **ARTICLE XIII**

### **TEACHER EVALUATION**

#### **Introduction**

The teacher evaluation system used will be the State-mandated Ohio Teacher Evaluation System (OTES) for all teachers who meet the definition in law. For those members who do not meet the definition in law, they will continue to use the evaluation system that has been in place. The complete teacher evaluation system will be included in a Memorandum of Understanding effective for the term of this Agreement.

## **Administrative Recommendation**

Prior to May 1<sup>st</sup>, each teacher who has a limited contract which will expire at the end of that school year will be told by the principal of his/her recommendation at a mutually scheduled conference. The principal's recommendation will be:

1. Renewal on either a probationary, limited, extended limited, or continuing contract;  
or
2. Non-renewal

## **Nonrenewal of Limited Contract**

- A. Teachers shall be evaluated in accordance as set forth in this Article.
- B. Nonrenewal of all limited contracts shall take place according to the following procedure:
  1. If the building principal has notified the teacher in writing of his/her intention not to recommend contract renewal on or before May 1, the teacher is entitled to a meeting with the building principal and Superintendent prior to Board action. At this meeting, the teacher shall be given a written statement describing the circumstances that led to the recommendation of non-renewal. The teacher may be accompanied by a member of the Association. The teacher shall be informed in writing of the Board's action of non-renewal on or before June 1.
  2. Within ten (10) days after the Board's action, the teacher may file with the District Treasurer a written request for a public or private hearing before the Board, and the Board shall set a time for the hearing which shall be within thirty (30) days from the date of receipt of the written request, and the District Treasurer shall give the teacher at least fifteen (15) days' notice in writing of the time and place of such hearing.
    - a. Either party may be represented at the hearing by not more than three representatives of his/her choosing.
    - b. Within five (5) days after the Board hearing, the District Treasurer shall notify the teacher in writing of the Board's action.
  3. With the exception of probationary employees, upon notification of non-renewal as set forth above, a teacher will be entitled to the hearing rights and appeal provisions of ORC Section 3319.11(G). Probationary employees are teachers who have not yet completed two (2) full years under a limited contract with the District. Probationary employees are without further recourse under law or this Agreement upon effective service of the written notice as set forth in paragraph 1, above. In all other respects, the non-renewal provisions set forth herein shall take the place of and supersede the provisions of ORC Section 3319.11.

## ARTICLE XIV

### GRIEVANCE PROCEDURE

#### A. Purpose

The purpose of this procedure is to resolve the grievance at the lowest possible level. Both parties agree that grievances will be processed as expeditiously as possible.

#### B. Definitions

1. "Grievance" shall mean a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of a provision in this Agreement.
2. "Class action grievance" shall be a grievance that affects more than one employee in the bargaining unit. A class action grievance shall state the names of all members who are affected. However, the list of grievants may be amended at any level.
3. "Grievant" shall mean the Union or employee(s) initiating a grievance.
4. "Immediate supervisor", for purposes of the grievance procedure, shall mean the lowest level administrator.
5. "Days" shall mean actual work days including paid and/or unpaid leave days.

#### C. Rights of the Grievant and the Union

1. The grievant and the Board have the right to representation at all meetings and hearings involving the grievance.
2. The Union/Grievant(s) has the exclusive right to file grievances and to be present for the adjustment of any and all grievances.
3. Grievance forms shall be exhibited in the appendix of this Agreement and it shall be the exclusive right of the Association to issue forms to grievants.
4. The Association shall have the exclusive right to determine whether to proceed to the arbitration step of the procedure.
5. The Association/Grievant(s) shall receive copies of all communications in the processing of grievances.

#### D. Time Limits

1. The number of days indicated at each step in the procedure shall be maximum and may be extended only by written mutual agreement of the parties.

2. A grievance shall be filed within twenty-five (25) days of the act or when the grievant could reasonably have been expected to be aware of the act on which the grievance is based.
3. Failure of the grievant to comply with time lines shall be cause for the grievance to be dismissed.
4. Failure of the Board to comply with the time lines shall result in the grievance going to the next level.

## **E. Grievance Procedure**

### **1. Informal Step**

When an employee becomes aware of the act on which a grievance is to be based, the employee and an Association representative shall discuss the grievance with the employee's immediate supervisor. There should be an attempt to resolve the grievance informally.

If the grievance is not resolved during the informal step, the Association may, within twenty-five (25) days of the act or when the grievant could reasonably have been expected to be aware of the act giving rise to the grievance, file a written grievance with the immediate supervisor. By mutual agreement of the grievant and the immediate supervisor, a grievance may be moved directly to Step Two of the Grievance Procedure.

### **2. Step One:**

The immediate supervisor shall arrange and hold a meeting within five (5) days of receipt of the grievance (Appendix B). The Association and/or the grievant shall present factual information supporting the existence of an alleged grievance, including citation to specific provisions of the Agreement alleged to have been violated.

Within five (5) days of the conclusion of the meeting, the immediate supervisor shall forward his/her written response to the Association and grievant.

If the Association and grievant are not satisfied with the immediate supervisor's response, the Association may file a written form to proceed to step two.

### **3. Step Two:**

Within five (5) days of the filing of the form, the Superintendent or his/her designee, shall arrange and conduct a meeting in the same manner and for the same purpose as set forth in step one including presentation by the grievant of factual information supporting the existence of an alleged grievance, including citation to specific provisions of the Agreement alleged to have been violated.

Within five (5) days after the meeting, the Superintendent or his/her designee shall provide a written response to the Association and grievant.

**4. Step Three:**

If the Association is not satisfied with the disposition of Step Two, the Superintendent and the Association may mutually agree to refer the grievance to mediation using a mediator from the Federal Mediation and Conciliation Service (FMCS). The Association must notify the Superintendent within five (5) days following receipt of the written decision of Step Two if it is interested in considering mediation. All costs associated with mediation, if any, shall be equally divided between the parties. If either party becomes dissatisfied with the mediation process, it can notify the other party of its intent to terminate mediation.

**4. Step Four:**

Within five (5) days of the receipt of the Step Two response (or termination of the mediation process under Step Three, if mediation is used), or if the step two supervisor fails to file a timely response, the Association shall notify the Board of its intent to proceed to arbitration.

**F. Selection of the Arbitrator**

The arbitrator shall be selected from a list supplied by the American Arbitration Association. All procedures relative to arbitration shall be according to the voluntary rules and regulations of the American Arbitration Association.

**G. Authority of the Arbitrator**

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement nor add to, subtract from, or modify the language therein in arriving at a determination of any issue presented. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The decision of the arbitrator shall be final and binding on the Board, the grievant, and the Association.

**H. Cost of Arbitration**

The costs for the arbitrator and the hearing room shall be shared equally by the Board and the Association.

**I. Miscellaneous**

1. All decisions regarding grievances shall be reduced to writing and hand-delivered or mailed by certified mail, return receipt requested. The Board shall provide the Association with copies of all decisions.

2. Constructive receipt by the Board shall be construed to be the delivery date to the immediate supervisor's office.
3. Constructive receipt by the Association shall be construed to be the delivery date to the designated office of the Association.
4. Meetings and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
5. All parties at interest shall be permitted to attend a grievance meeting or arbitration hearing with no loss of pay or benefits.
6. No reprisals or recriminations shall be taken against any employee who files or takes part in a grievance.
7. The Association has the right to be present at every level of the grievance procedure.
8. Timelines can be extended by written mutual consent. The parties may also agree in writing that a grievance may be initiated at or accelerated to a higher step in the process.

## **ARTICLE XV**

### **LENGTH OF TEACHER CONTRACT PERIOD**

The following contract policy is hereby in effect by the Board.

First contract offered	- one year probationary contract
Second contract offered	- one year probationary contract
Third contract offered	- two year contract
All subsequent contracts offered	- three year contracts

A teacher who has completed certification/licensure to be eligible for a continuing contract while serving under a multi-year limited contract may apply for a mutually agreed upon interruption of the multi-year limited contract between the employer and the affected employee. If so agreed, a continuing contract may be achieved.

Teachers eligible for tenure must follow the procedures set forth in Appendix G "Procedure for Consideration of Continuing Contract Status."

Upon recommendation of the Superintendent, teachers under consideration for tenure, may be granted a one (1) year or two (2) year extended limited contract by the Board, effective at the end of that teacher's current limited contract. Any teacher receiving an extended limited contract will be given reasons directed at professional improvement prior to June 1 in any year the Board acts to grant an extended limited contract. If re-employed at the end of an extended limited contract, teachers otherwise eligible shall

be granted a continuing contract. This provision shall supersede and replace the procedures for granting an extended limited contract set forth in ORC Section 3319.11.

## **ARTICLE XVI**

### **REDUCTION IN FORCE**

#### **A. Staff Reductions**

The following procedures shall govern the reduction of certified/licensed staff made necessary as a result of: lack of sufficient operating funds, decreased enrollment of pupils, dropping course offering due to lack of enrollment, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the District.

#### **B. Attrition**

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are non-renewed in accordance with the provisions of this Agreement.

#### **C. Reduction Other Than by Attrition**

To the extent that reductions under Section A above are not achieved through attrition or the non-renewal of limited contracts, reductions will be achieved by layoff. Layoff shall mean that a teacher's contract(s) will be suspended.

No teacher on continuing contract status shall be laid off unless all teachers on limited contract in the affected area of certification/licensure have been laid off.

Any teacher who has been laid off shall have his/her name placed on a recall list.

#### **D. Seniority and Certification/Licensure**

A seniority list shall be established listing all bargaining unit members, the date of hire-in, and the areas of certification/licensure held by each teacher.

Seniority shall be determined by the length of continuous service in the District. (Part-time teachers shall receive prorated service credit, i.e. ½ time equals ½ year service.) Among those with the same length of continuous service, seniority shall be determined by:

1. The date of the Board meeting in which the teacher was hired; and then by
2. The date of application to the District as shown on the individual's application, but if no date is on the application, the date of hire will be used. If teachers have the same date on their application and/or are hired on the same date by the Board, the Administration will hold a lottery. Order of name(s) drawn will establish seniority rights with first name being drawn being granted most

seniority, etc. The Superintendent, the Association President and the teachers involved will be present during the lottery drawing. Teachers are allowed to see their names placed in the container for the lottery drawing.

Length of continuous service will not be interrupted or affected by authorized leaves of absence or layoff under the provisions of this Agreement. However, seniority will not accrue during the period of unpaid leave or layoff. Upon return from an authorized leave of absence or layoff the length of continuous service shall be resumed. However, once an individual's name is removed from the recall list, that person's seniority within the system is broken. The continuous service of a teacher who has returned to employment, following resignation or other termination of employment, will be measured from the date of return.

On or about January 30 of each school year, the Association President shall receive in writing a copy of the seniority list. The Association has 30 days from receipt of seniority list to notify the Treasurer of any errors in the list. Failure to so notify the Treasurer will result in the seniority list being deemed accepted as final for that school year.

#### **E. Recall**

1. Teachers on the recall list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are, or have become certified/licensed, before any permanent teacher (full-time, part-time, or substitute) is hired.
2. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

The written notice shall be sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. Failure to respond to this written notice within two (2) days of receipt of the written notice will be interpreted as rejecting the position described in the notice.

3. A teacher on the recall list shall have the right to accept or refuse a position which is offered. If the teacher refuses a position, then the offer of the position shall go to the next certified/licensed teacher on the recall list. If the position offered is for the same or more hours than the teacher previously worked and the employee refuses the position, s/he will have the right of one refusal before s/he will be removed from the list thereby relinquishing any and all rights of recall. If the position offered is for fewer hours than the teacher previously worked, the employee may refuse the position and still remain on the recall list.
4. A teacher's name shall remain on the recall list for twenty seven (27) months following the date he/she is first placed on the list. However, if a teacher on the recall list accepts full-time employment with another school district in a position requiring a certificate/license, the teacher shall so notify the Superintendent immediately and will be removed from the recall list.

5. It is the express understanding and agreement of the parties hereto that the provisions of this Article may not conflict with the requirements of ORC Section 3319.17, but in all other respects shall supersede and take the place of ORC Section 3319.17.

## **ARTICLE XVII**

### **VACANCIES AND TRANSFERS**

#### **VACANCIES**

##### **A. Definitions**

1. A vacancy shall be defined as any position in the bargaining unit resulting from:
  - a. An employee's leaving employment as a result of a termination, resignation, disability retirement or death.
  - b. An employee's non-renewal.
  - c. An employee's transfer to another bargaining unit position.
  - d. An employee's assuming a non-bargaining unit position.
  - e. The creation of a new bargaining unit position.
2. Nothing in this Article shall be construed as requiring the Board to create a position or fill a vacancy.

##### **B. Posting of a Vacancy**

1. The vacancy notice shall be posted within five (5) work days of the occurrence of the vacancy.
2. The vacancy notice shall be posted openly on all employee bulletin boards, a copy sent to the Association President, and distributed as follows: (A) to the teacher's District e-mail address, (B) to the teacher's personal email address appearing on the list maintained by the Association and furnished to the Superintendent, and (C) through the District's alert phone call system.
3. The vacancy shall include the position, title, entry level qualifications, licensing, and/or certification requirements, location where work is to be performed; date of initial posting; and last date to apply for the position.
4. The posting period shall be for ten (10) work days.  
Where the position must be filled quickly, the position shall be posted for not less than four (4) working days. The Association President will be given a copy of the posting at the outset of the posting period. If a teacher who is currently on staff makes application within the posting period, the

Superintendent or his/her designee will interview the applicant. Positions which become vacant during the school year may be filled on a temporary basis. Supplemental positions must be posted separately from teaching positions. Process for notification will follow the procedure stated in Paragraph 2 above.

## TRANSFERS

### A. Definitions

1. A transfer is the changing of a teacher's placement to another building, grade level, or department.
2. A teacher-initiated transfer is one that a teacher requests for change to another building, grade level or department.
3. An administrative transfer is a Superintendent-initiated change to another building, grade level or department.

### B. Teacher-Initiated Transfer

1. A teacher's written request for a transfer to another building or grade level shall be honored to the extent that a teacher is qualified and in the judgment of the Superintendent the transfer serves the best interest of the District. (Appendix C).
2. Applicants shall be supplied by the Superintendent with written notice either confirming or denying the transfer request. If requested, the Superintendent will provide a teacher with written reasons for the denial.
3. Preferential treatment shall be given to teachers having written requests for transfer on file. Requests to transfer that are submitted to the Superintendent by April 1 of each year shall receive first priority. The responsibility for submitting the request is that of the teacher.
4. A bargaining unit member who requests a transfer may express preferences and be considered for all existing vacancies for which the teacher is qualified by reason of training, certification and seniority. Seniority as used herein shall mean the length of continuous service in the District.

### C. Administrative Transfers or Reassignments

1. A teacher receiving an administrative transfer shall be informed in writing of such impending transfer, prior to June 15, unless an opening occurs after that date which was not known to the Administration as of June 15. Administrative transfers will not be for arbitrary or capricious reasons.
2. A teacher notified of an administrative transfer shall be granted a conference with the Superintendent if requested. At such conference, the teacher shall have the reasons for the administrative transfer explained through discussion

with the Superintendent. Such conference shall be on a mutually set date. Teachers may bring an Association representative of their choice. A follow-up written delineation of reasons will be provided by the Superintendent upon written request of the teacher.

3. Should transfers or reassignments become necessary due to shifting enrollments, volunteers will be sought first after review of teacher interest inventories on file. Teachers who have an interest inventory on file for the open position will be provided an opportunity to interview for the transfer. The Superintendent will make the selection based on the most qualified person available for that position.
4. A teacher administratively transferred shall be given a position for which the teacher is certified. The teacher is entitled to specific help in the new position from both administration and bargaining unit member mentor(s).

## **ARTICLE XVIII**

### **ABSENCE AND LEAVE**

#### **Sick Leave**

Each bargaining unit member, full-time or part-time, is entitled to 15 days sick leave with pay for each year under contract credited at the rate of 1-1/4 days per month, accumulative to two hundred eighty (280) days for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others and for absence due to an illness, injury, or death in the bargaining unit member's immediate family (credit for a part-time employee will continue to be prorated in accordance with past practice notwithstanding anything to the contrary in ORC Section 3319.141).

For purposes of sick leave use or illness or injury, the term "immediate family" means spouse, children, parents, or parents-in-law regardless of where they reside. In addition, up to ten (10) days of sick leave can be used for illness or injury of a sibling, sibling-in-law, grandparent, or grandchild in a given school year. Bargaining unit members shall be allowed to use five (5) days of sick leave and additional days approved by the Superintendent in the event of a death of a parent, child, spouse, sister, brother, or anyone who has virtually held the position of spouse, parent, sibling, or child of the bargaining unit member.

A bargaining unit member shall be allowed to use three (3) days of sick leave and additional days to be approved by the Superintendent to attend the funeral of an aunt, uncle, nephew, niece, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, or the spouse of his/her child or anyone who has virtually held the position of grandparent, grandchild, father-in-law, or mother-in-law.

The new bargaining unit member who has previously accumulated sick leave under ORC Section 124.38 or ORC Section 3319.141 will receive credit for such leave up to a maximum of two hundred and eighty days (280) accumulated upon employment by the Board provided such employment takes place within ten (10) years of the date of

the new bargaining unit member's last termination from public service where such sick leave was accumulated.

Upon return from illness, bargaining unit members are required to furnish a written, signed statement justifying the use of sick leave (Staff Absence and Substitute Report). Falsification of a statement is grounds for suspension or termination of employment under ORC Section 3319.16. Members who are absent due to personal illness for more than ten (10) consecutive days may be required to submit a certificate signed by a doctor justifying the use of sick leave and/or ability to physically and mentally return to work. The member must notify the building principal of his/her intent to return to work the day before his/her return.

All new full-time bargaining unit members who have not accumulated sick leave from previous employment will be advanced five (5) days sick leave. Other bargaining unit members who use all their earned sick leave will be advanced five (5) days. This advance will be done once each year. Up to an additional five (5) days may be advanced due to extenuating circumstances with approval of the Superintendent. No bargaining unit member will be advanced sick leave beyond what he/she is entitled to earn during that year. Nothing herein shall be considered to create an expectation that unpaid leave will be granted for any non-FMLA qualifying absence to any bargaining unit member who has exhausted all sick leave and advancements nor is the Board in any way limited from docking any such employee's pay and/or in taking other appropriate disciplinary action for an unauthorized absence without approved leave.

A full-time bargaining unit member who is on sick leave because of illness, and whose contract has not been terminated as provided by law, continues to accumulate sick leave credit while absent. Employees do not, however, accrue sick leave during unpaid leaves of absence because of illness.

### **Extended Leave of Absence for Illness**

Any bargaining unit member whose personal illness extends beyond his/her accrued sick leave may apply for an unpaid leave of absence for the duration of such illness but not to exceed two (2) years. Such request must be received by the Board prior to the employee exhausting his/her paid sick leave entitlement. In the absence of extenuating circumstances, (e.g. physical or mental incapacitation), failure of an employee to make timely application for an unpaid leave of absence shall be considered to be abandonment of his/her employment with the Board and/or other good and just cause for termination. Bargaining unit members suffering long term illnesses are urged to make application to the State Teachers Retirement System Board for disability compensation.

### **Sick Leave Bank**

Upon mutual agreement of need between the Association and the Board, the parties shall establish a sick leave bank.

## **Maternity/Paternity/Adoption Leave**

An unpaid leave of absence shall be granted for maternity/paternity/adoption purposes to bargaining unit members of the District on the following basis:

- A. Notification:** The bargaining unit member is encouraged to notify the Board as soon as practicable of his/her intent to take leave in order to facilitate the location of an adequate long-term substitute to fill-in for the bargaining unit member. Such notice should be provided at a minimum of thirty (30) days in advance of the anticipated commencement of the leave.
- B. Duration:** The leave may last up to one (1) year from the date of its commencement. It shall be the responsibility of the bargaining unit member to arrange a conference with the Superintendent prior to commencement to review all possible re-entry dates for the duration of the leave. It is the bargaining unit member's responsibility to notify the Superintendent by April 1 of the year in which or for which the leave was granted, that s/he intends to return. Failure to provide such notice shall be deemed to constitute resignation/abandonment of his/her position, and the obligation of the District to provide him/her with a position for the subsequent school year will cease.
- C. Re-entry:** If a teacher on maternity/paternity/adoption leave requests re-entry into the school system before one (1) year has passed, s/he may return at the beginning of any given nine (9) week period or a date mutually agreed upon by the teacher and Superintendent.
- D. Return from Leave:** Upon his/her return, the teacher shall be placed in his/her same or a similar position for which s/he is qualified (certificated/licensed). All benefits shall be reinstated upon return; however, the teacher may not advance in increments unless s/he taught at least 120 days of the school year in which his/her leave commenced.
- E. Adoption Leave** may only be taken for the adoption of a child under the age of six (6).

## **Personal Leave**

Upon written request and recommendation of the Superintendent, bargaining unit members in the District shall be granted up to three (3) days of personal leave during the course of the contract year (Appendix D). Any unused personal leave days in a school year will be credited to the bargaining unit member's accumulated sick leave balance.

This leave shall be granted for personal business that cannot be conducted at other times than the hours of school's operation.

Under no circumstances may personal leave be taken when the teacher is receiving remuneration for work completed during such leave from an entity other than the District.

No personal leave will be taken during the first or last five (5) days of the school year, or in conjunction with any holidays or vacation days, unless approved by the Superintendent.

Teachers shall submit written requests for personal leave five (5) working days in advance, where possible, using the personal leave form. The Superintendent may refuse to grant personal leave to teachers on a particular day where more than seven (7) percent of the District-wide teaching staff has already been granted personal leave.

Under extenuating circumstances, additional personal leave may be granted by the Superintendent at his/her discretion.

Violations of personal leave by obtaining leave under false pretenses or using leave for purposes not contained in this Section shall be subject to loss of per diem pay, and/or a letter of reprimand in the personnel file. Subsequent offenses will result in appropriate disciplinary action up to and including termination.

### **Unpaid Personal Leave**

If a teacher is in justifiable need of a short leave of absence (one to five days) due to personal reasons, the Superintendent may grant an unpaid leave. These may be in addition to or unrelated to paid Personal Leave. Nothing herein shall be construed to provide teachers who have exhausted sick, personal and/or any other approved leave with any expectation that such "dock" days will be granted.

### **Sabbatical Leave**

Sabbatical leave for study and research may be granted by the Board to classroom teachers who have completed at least five (5) years of service in the District. The Board may grant sabbatical leaves to no more than five percent (5%) of the certificated staff at any one time.

A sabbatical leave may not be granted to an individual more often than once every five (5) years of service, nor may such leave be granted a second time to the same teacher when other members of the staff have filed a request for such leave. One who is granted sabbatical leave is required to return to the staff of the District for at least one (1) year. This restriction does not apply to teachers with 25 or more years of teaching in Ohio schools.

A sabbatical leave may be granted for one (1) semester, one (1) full year, or for the last semester of one (1) year and the first semester of the following year.

The application for sabbatical leave shall be made in writing to the Superintendent not later than February 15 or October 15, preceding the school term within which the leave is desired (Appendix E). The application shall include a detailed plan of the manner in which the leave is to be spent, including information concerning how it is calculated to contribute to the professional effectiveness of the school system. Further, a written report of the sabbatical shall be submitted no later than two (2) months after return to regular employment.

No salary shall be granted the bargaining unit member during the term of the sabbatical leave.

Unless prohibited by the insurance policies, the teacher may continue, at his/her cost, all fringe benefits at the group rate.

For salary purposes, the teacher resumes the contract status held prior to such leave but not necessarily the same assignment.

The sabbatical leave provisions herein are subject to ORC Section 3319.131.

### **Jury Duty**

Permission to be absent from school for jury duty shall be granted by the Superintendent or his/her designee upon written notice of the bargaining unit member receiving a summons and/or being selected for jury duty. Notification should include the dates, time and court where duty is to be served.

The full pay of the bargaining unit member shall be allowed for such service.

The bargaining unit member is required to call in his/her absence for a substitute when he/she is to serve on jury duty. Time taken off for jury duty shall not be charged against sick leave accumulation.

Payment of bargaining unit member's wages will be made only when the bargaining unit member presents certification from the court that the bargaining unit member served or was required to be present at the courthouse or other location designated by the Clerk of Courts for possible selection.

### **Assault Leave**

Notwithstanding the provision of ORC Section 3319.141, the Board will grant assault leave to covered bargaining unit members absent due to physical disability resulting from assault under the following conditions:

- A. Any teacher who must be absent from his or her duties due to physical disability resulting from an assault while teaching or participating in school-related activities on or off school premises, before, during, or after school hours, provided that such assault is also directly related, attributable to or arising out of the employment by this system of the teacher, will be paid his/her full-schedule compensation for a maximum period of thirty (30) days. If permanently disabled, the teacher must apply for disability retirement and no assault leave shall be granted after such retirement has been approved. The period of such absence, as defined in this provision, shall be termed "assault leave".
- B. Before assault leave can be approved, the teacher shall furnish to the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, and the cause thereof, including the location and time of the assault, name and address of the victims and witnesses, and a description of the injuries sustained by each victim of the assault. If medical

attention is required or sought, the teacher shall also furnish to the Superintendent a statement of the nature of the disability and its duration which has been signed by a physician licensed in the State of Ohio.

- C. Falsification of either the written, signed statement of the event or circumstances surrounding the assault, or the physician's statement, shall be grounds for suspension or termination of employment under ORC Section 3319.16.
- D. Assault Leave which is approved by the Superintendent shall not be charged against sick leave earned or earnable by the teacher or leave granted under regulations adopted by the Board, pursuant to ORC Section 3319.08, or any other leave to which the teacher is entitled. Assault leave benefits shall not be paid if Worker's Compensation Benefits are paid to the teacher.
- E. Any teacher seeking assault leave shall be required to file juvenile or criminal charges against the person(s) making the assault, and to testify as a witness in connection with any juvenile, criminal and/or school disciplinary action taken against the offender. If this requires court hearings/appearances, such leave will be paid and not deducted from any leaves the employee has a contractual right to (including assault leave).

### **FMLA Leave**

The Board shall provide Family and Medical Leave Act (FMLA) leave in accordance with federal law and its implementing regulations and Board policy. Parties will abide by Board-adopted FMLA policy which will only change to reflect changes in the law. The Association will be provided with written notification prior to such changes to the Board policy.

For purposes of FMLA leave, "12-month period" is defined as "the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e., the leave year is specific to each employee). The teacher is entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period commences the first time FMLA leave is taken after the completion of any previous 12-month period.

### **Workers Compensation**

If an injured employee qualifies for workers compensation benefits and has available sick leave, salary shall be continued in lieu of temporary total compensation. Only if and when sick days are exhausted, and the injured worker has not returned to work, will workers compensation benefits be applicable.

## **ARTICLE XIX**

### **LONG-TERM SUBSTITUTES**

- A. Long-term substitutes are defined as substitute teachers placed in the same assignment for more than sixty (60) days. All long-term substitutes shall receive a written contract of employment.
- B. The employment of long-term substitutes shall be for the period specified in their contract of employment, and shall automatically expire at the end of that term without action by the Board or further notice to the teacher. Neither the provisions of Articles XV, nor the provisions of ORC Section 3319.11 shall apply to long-term substitutes.
- C. A long-term substitute shall be granted a year of service credit only if employed for a minimum of one hundred twenty (120) days (at least three and one-half [3-1/2] hours per day) in any one (1) school year.
- D. Neither the provisions of Article XVI (Reduction in Force) nor the provisions of ORC Section 3319.17 shall apply to long-term substitutes.
- E. Neither the provisions of Article XIII (Teacher Evaluation) nor the provisions of ORC Section 3319.111 shall apply to long-term substitutes. Nothing herein shall prevent the Board from evaluating the performance of long term substitutes.
- F. Beginning with the 61<sup>st</sup> day of employment in the same assignment, a long-term substitute shall be placed on the BA-0 step of the salary schedule, or such other placement on the salary schedule as may be permitted under law and recommended by the Superintendent, and shall be provided with all fringe benefits accorded other bargaining unit members. If reemployed by the Board as a long-term substitute, benefits and salary schedule advancement will result without interruption and no additional 60-day waiting period will be required.

## **ARTICLE XX**

### **PROFESSIONAL MEETINGS**

It is the practice of the Board to permit and encourage attendance of teachers at professional meetings, non-credited classes, conferences and conventions sponsored by recognized state, regional and national teachers associations or colleges, which qualify as education meetings of value. Such meetings shall have a direct relationship to the individual teacher's specific teaching and/or contractual assignment (viz., English, Social Studies, Elementary Education, Music, Reading, etc.) (Appendix E).

Educational meetings sponsored by private organizations or by other groups not covered above may be given consideration on an individual basis. The decision as to whether conferences, conventions, meetings, and the like qualify as professional meetings within this Board's definition is to be made by the Superintendent.

All who attend workshops, conventions, meetings, or clinics held during school time are to make a request in advance on the proper form. Such requests will be sent through

the building administrator to the Superintendent for action. The request must include the place, purpose, and estimated costs of attendance at such meetings. All requisitions must be attached to the professional leave form in order to be considered for approval by the Superintendent and reimbursement by the Treasurer.

On recommendation of the Superintendent the Board will reimburse each faculty member for actual costs of attendance. The bargaining unit member must present an itemized expense account including receipts for meals (not to exceed \$45.00 per day, with no one meal exceeding \$25, including any gratuity); meeting registration, lodging and transportation where a public carrier is utilized will be paid to vendors by District check or District credit card. Where use of a private auto is involved, the bargaining unit member shall be compensated at the I.R.S. approved per mile rate in effect at the time of the travel upon submission of mileage incurred. In addition, the bargaining unit member whose attendance is approved may attend such professional meeting without loss of pay and the building administrator is authorized to secure a substitute.

The sum of Forty Thousand Dollars (\$40,000) will be budgeted during the 2013-14 school year for the funding of professional development. Beginning with the 2014-15 school year, an each year thereafter, a sum of Twenty Thousand Dollars (\$20,000) will be budgeted annually for funding professional development. Any unused funds will not be carried over into the following school year.

The LPDC Committee established under Article XXI of this Agreement will approve all professional development expenditures from this budgeted amount.

Substitutes hired for teachers taking classes on field trips that do not involve all of the teacher's classes, will be paid for through general funds. Substitutes hired for teachers attending any athletic related events (i.e. meetings, seminars, tournaments, etc.) will be paid out of the athletic department budget and will not be included as a part of the employee's professional leave money. In addition, authorized expenses (i.e. registrations, etc.) for athletic related events will be paid out of the athletic department budget and not from professional leave accounts. However, approval for attendance at such events must be obtained from the Superintendent through the professional leave process with the appropriate information included.

### **Staff/Building Meetings**

There shall be up to nine (9) mandatory Administration/management/in-service building meetings per year for teachers which extend beyond the normal school day for teachers. Under normal circumstances, no such meetings shall extend the teacher's work day by more than twenty (20) minutes. This Section does not prohibit teachers from meeting voluntarily either with the building administrator or among themselves for longer periods or at times other than those provided in this Section.

## ARTICLE XXI

### CERTIFICATION/LICENSURE

#### LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

##### GOVERNANCE

A. The Elmwood Local Professional Development Committee (LPDC) policy, procedures, and governance shall not supersede this Agreement and/or currently existing District policy. Proposals to the LPDC and approvals/denials by the LPDC shall not override this Agreement and/or currently existing District policy.

B. **Linking Local Professional Development Committees to Continuous Improvement**

1. A major purpose for establishing Local Professional Development Committees is to ensure that professional development aligns with the ongoing continuous improvement of a District and school. These committees also serve as a mechanism through which educators can maintain credentials (certificates and licenses) and participate in a broad range of meaningful activities.
2. With improved student achievement as the goal, a Continuous Improvement Plan (CIP), approved by the Board and the Association, addresses all elements of an education system. The ongoing professional development of educators is one element of a Continuous Improvement Plan. An LPDC builds its work upon this element and can also serve to provide feedback and suggestions to educators, staff development coordinators, and/or committees. Those responsible for professional development in the District can identify professional opportunities both within and outside of the District which align with the Continuous Improvement Plan goals.

C. **Representation**

1. The Local Professional Development Committee (LPDC) will consist of five (5) members. All member terms will be for two (2) years. Three (3) members will be teachers selected by the Association.
2. The remaining two (2) positions will be filled by a principal and the Superintendent or designee with alternating selection.

D. **Selection/Responsibilities**

1. Chairperson: Elected by a majority of the LPDC.  
Responsibilities: Conduct LPDC meetings.  
Communicate information to the members of the LPDC  
Represent the LPDC at meetings of other stakeholder organizations  
Fill vacancies on the LPDC in accordance with selection rules.
2. Recorder/Clerk: Elected by a majority of the LPDC  
Responsibilities: Maintain minutes of action taken during

LPDC meetings.

Notify applicants of approval/resubmission/denial status of individual professional development plans and/or proposals for credit.

3. Teacher Liaison: Appointed by the chair.

Responsibilities: Receive, organize, and present (to the LPDC) submitted individual professional development plans and/or proposals for credit.  
Represent the LPDC at meetings of other stakeholder organizations.

4. Administrative Liaison:

Appointed by the chair.

Responsibilities: Receive, organize, and present (to the LPDC) submitted individual professional development plans and/or proposals for credit.  
Represent the LPDC at meetings of other stakeholder organizations.

## COMMITTEE PROCEDURES

### A. Procedures

1. The LPDC will meet monthly during the school year. During the months of June, July, and August, the LPDC will meet on an as needed basis. The meetings shall be posted at least 48 hours in advance. The chairperson has the right to call members for the purpose of cancellation if no IPDPs, course/activity proposals, or issues are submitted during a particular month.
2. An emergency meeting of the LPDC may be called by the chairperson with the concurrence of the majority of the members. Conference calls may be utilized for LPDC business.
3. A quorum, necessary to conduct LPDC business, shall be four (4) out of the five (5) LPDC members.
4. At least three (3) of the LPDC members must agree upon any proposal for it to be considered approved.
5. The LPDC shall keep confidential all reviews, evaluations, and discussions of Individual Professional Development Plans (IPDPs) and/or course/activity proposals. No documents submitted for consideration by the LPDC shall be used as examples without written permission of the party/parties involved.

6. Minutes/records of actions taken shall be maintained by the LPDC recorder/clerk. Copies shall be provided to the Superintendent and Association President(s).
7. Evaluation of IPDPs or course/activity proposals shall be evaluated by consensus. A time limit of fifteen (15) minutes per proposal should be adhered to by all LPDC members.
8. Reviewed IPDPs and/or course/activity proposals are to be returned within 3 working days of the review.
9. A certificate of credit awarded for coursework or equivalent activities shall be included in the employee's personnel file at the Board Office.
10. Two (2) teacher members will not participate in the review of individual professional development plans that affect administrative certificate renewal. In these circumstances, the necessary quorum for conducting the review will be reduced to three (3).

#### **B. Appeals**

1. Written appeals shall be submitted to the LPDC chairperson within twenty (20) calendar days of denial of an IPDP or credit proposal. All written appeals will be reviewed within twenty (20) calendar days of receipt by the committee.
2. An appeal may be presented at the next regularly scheduled LPDC meeting. A request for inclusion on the agenda should be given to the LPDC chairperson no later than five (5) calendar days before that regularly scheduled LPDC meeting.
3. Written notification of the appeal decision shall be provided within seven (7) calendar days of the appeals meeting.
4. If the appeal is denied, the applicant may request a terminal opinion, a binding decision rendered by a three person mediation team chosen as follows: one person selected by the applicant, one person chosen by the LPDC, and a third person mutually agreed upon by the first two. Members of the mediation team must hold a current Ohio Department of Education Certificate or License.
5. Timelines may be necessarily varied for good cause as approved by the LPDC.

#### **C. Amendments**

1. The LPDC may recommend revision of this document by a vote of four (4) LPDC members in favor of the amendment. Any such amendment shall be put into a Memorandum of Understanding. Once the appropriate signatures are attained on each side, the Board shall approve the Memorandum of Understanding through its official Board minutes.

2. Amendments altering the requirements for approved IPDPs and/or approved course/activity proposals shall not negatively impact any individual who has already begun pursuit of a certificate or license.
3. Amendments may be suggested by any certificated/licensed employee by submission in writing to the committee chairperson, who shall make the LPDC aware of such suggestions at the next regularly scheduled LPDC meeting.

## POLICIES

*It is your responsibility as an Elmwood certificated/licensed employee to monitor the expiration date(s) of your certificates(s)/license(s). Do not wait until the last minute to begin your requirements for renewal.*

### **A. Individual Professional Development Plan (IPDP)**

1. Professional development included within an IPDP should reflect the needs of the community, District, building, classroom, and individual. Anyone not specifically working on a Master's degree or additional certification is encouraged to take the majority of his/her professional development in areas relevant to his/her current working assignment.
2. Every employee of the Board, who holds (an) Ohio provisional/professional certificate(s)/license(s), must have an IPDP on file by October 1, approximately two (2) years prior to expiration. This IPDP shall be approved by the LPDC for any person seeking licensure or transition from certification (under the 1987 standards) to licensure.
3. Any submitted proposal deemed unreadable by the LPDC shall be returned to the person submitting the proposal without review. The proposal may be resubmitted in appropriate form for consideration at the next regularly scheduled LPDC meeting.
4. Reviewed IPDPs are to be returned within seven (7) calendar days of the review.
5. IPDPs, which are denied, may be resubmitted with modifications, or they may be appealed.
6. The LPDC shall keep all IPDP reviews, evaluations, and discussions in meetings confidential.
7. No IPDP shall be used as an example without written permission of the party involved.

### **B. Coursework/Activity Proposals**

1. Coursework, CEU classes/workshops, and/or Equivalent Activities, which will be used to satisfy the Ohio Department of Education (ODE) renewal requirements, MUST be approved by the Elmwood LPDC.

2. Although required work within a Master's Degree program applies to the university degree, courses submitted to the LPDC for certificate/license renewal purposes must be relevant to an approved IPDP.
3. Approval of coursework, CEU classes/workshops, and/or Equivalent Activities does not guarantee tuition reimbursement or movement on the salary schedule. See this Agreement for specific current requirements.
4. Credit hours and CEUs earned prior to August 25, 1998 will be conditionally approved on a retroactive basis. Credit hours/CEUs must have been earned during the current certification/license renewal period, and must meet previously established ODE guidelines for acceptability toward certificate renewal.
5. No coursework/activity proposal shall be used as an example without written permission of the party or parties involved.

**C. New Employees to Elmwood with Previous Educational Experience**

1. Previously employed new hires who hold a certificate/license issued by the ODE and who have coursework/activities approved by their prior LPDC during their current renewal cycle, shall have said coursework/activities approved by the Elmwood LPDC when accompanied by verifiable supporting documentation.

**D. University Credit Toward Certification/Licensure Renewal**

1. Coursework must be relevant to an approved IPDP.
2. The appropriate coursework form shall be approved BEFORE beginning a course where consideration for said course toward renewal is sought. If unique situations arise where prior approval is not possible for verifiable reasons, the LPDC may waive the requirement for prior approval. Such waiver requests should be filed in writing with the LPDC chairperson as soon as possible, and will be considered at the next regularly scheduled LPDC meeting. CREDIT FOR COURSEWORK BEGUN BEFORE PROPOSAL IS NOT GUARANTEED.

**E. Credit for Equivalent Activities**

1. Elmwood Equivalent Activity Points (EEAPs) shall be awarded for recertification credit based upon the standards established by the Elmwood LPDC. Activities must be directly relevant to an approved IPDP. Persons will be asked to justify the credit value sought through their activity/project.
2. Equivalent activities/projects should result in a tangible product such as, but not limited to, a book/booklet, article, report, curriculum, training module, videotape, pilot project, software package, etc.

3. Duties which are part of one's regular duties or paid supplemental duties will not be considered for equivalent activity credit.
4. The appropriate activity form shall be approved BEFORE beginning an activity where EEAPs for said activity are sought. If unique situations arise where prior approval is not possible for verifiable reasons, the LPDC may waive the requirement for prior approval. Such waiver requests should be filed in writing with the LPDC chairperson as soon as possible, and will be considered at the next regularly scheduled LPDC meeting. CREDIT FOR ACTIVITIES BEGUN BEFORE PROPOSAL APPROVAL IS NOT GUARANTEED.

**F. EEAP Equivalent Credit**

1. EEAPs shall be assigned as deemed appropriate by the Elmwood LPDC. The following guidelines shall be considered:
  - a. 1 hour (of contact time) = 1 EEAP
  - b. 10 EEAPs = 1 CEU
  - c. 3 CEUs = 1 semester hour equivalent
2. These guidelines do not restrict the LPDC to awarding credit solely on a contact time basis. Justification must be provided for credit sought.
3. Once an EEAP proposal is approved, it is the responsibility of the individual(s) to fully complete the components of the project in a timely manner as stated in the proposal. If modifications to the activity/project are to be made, these modifications should be submitted in writing to the LPDC chairperson as soon as possible. Deviations from the original proposal may result in a change in the number of EEAPs granted for the activity/project.

**TRAINING**

- A. Relevant training is encouraged. Upon prior approval of the Superintendent, members of the LPDC shall be afforded the opportunity to attend training on the LPDC purpose, responsibilities, functioning legal requirements, and requisite skills. In the event two (2) members attend any training session, one (1) must be a teacher and one (1) must be an administrator.
- B. If the approved training is during the regular school day, committee members shall be given paid release time to attend such training.
- C. LPDC members shall be reimbursed for actual and necessary expenses incurred as a part of training in accordance with District policy.

**MEETINGS AND COMPENSATION**

- A. The initial meeting of the LPDC upon member appointments shall be called by the Superintendent.

- B. The LPDC shall maintain rules of conduct for its meetings and procedures not later than September 10 of each year, post in each building their meetings schedule. If additional meetings are required, they shall be called by the LPDC Chairperson.
- C. The LPDC shall meet as often as the members deem necessary to complete their work. All meetings, absent extraordinary circumstances, shall be held outside of the regular workday. Additional meetings beyond those that are posted may be called by the chairperson of the LPDC.
- D. The Committee Chairperson shall receive a \$1,800 stipend annually and Committee members shall receive a \$1,350 stipend annually for serving on the Committee. This stipend shall be payable throughout the school year on each payroll. Members serving less than a year shall receive a prorated stipend.

## MISCELLANEOUS

- A. The LPDC shall not have authority to revise change, delete or modify any Article/provision of this Agreement or state law and regulation.
- B. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic matter, the parties to this Agreement agree to reconvene bargaining to make the appropriate adjustments, if any.
- C. Members of all LPDC's and/or Appeals committee shall be indemnified for action related to the proper performance of their duties as members of the LPDC.
- D. Any decisions rendered by the LPDC and/or Appeals committee are not subject to the collective bargaining grievance procedures.
- E. Individual Professional Development Plans and any other activities related to certification/licensure are not related to teacher evaluation.

## ARTICLE XXII

### MAXIMUM CLASS SIZE

The maximum class size in the District shall be thirty (30) students (high school and middle school) and twenty-five (25) students (elementary) with a twenty (20) percent overflow option allowed. These class sizes shall not include Band, Chorus, and Physical Education classes.

Isolated cases will be defined by both the Board and Association and considered as such – isolated cases. When possible, in classes where the evaluation of writing is required, the maximum number of students (should) not exceed a total of 100 daily.

If the overflow exceeds 20%, the teacher will be provided with the services of a full time qualified aide at the elementary level; additional released time, without supervisory responsibility, at the secondary level.

### **Attendance at I.E.P. Meetings**

Bargaining unit members who will be providing instructional or other services to a student with disabilities shall be invited in accordance with law, in writing, to participate in the individualized education plan (I.E.P.) meeting. If other arrangements cannot be made, a substitute may be hired if necessary for the member who wishes to notify their principal of a desire to attend I.E.P. meetings. Any bargaining unit member has the right to request an I.E.P. review at any time.

Teachers who are required to write or be involved in I.E.P.'s, I.A.T.'s, E.T.R.'s, 504's or any other such regulated meetings will be provided appropriate release time from regular duties for this purpose as determined by the Administration. In addition, upon request and verification, unit members required to attend such meetings held outside of and/or extending beyond the regular school day for more than one-half (1/2) hour in any work week (Monday through Friday), will be compensated thereafter at the rate dictated in Article XXXI A. (Special Rates of Pay) rounded up to the nearest quarter hour.

A committee may be formed to discuss District/building concerns regarding least restrictive environment.

### **ARTICLE XXIII**

#### **REVIEW OF PERSONNEL FILE**

- A. Each staff member shall have the right to examine the contents of his/her personnel file upon request.
- B. The file or contents of the file may not be removed from the office.
- C. If a staff member should find any item he/she feels is derogatory to his/her conduct, service, character or personality, he/she shall have the right to respond in writing to these documents personally and/or with the assistance of teacher representation.
- D. The bargaining unit member has the right to respond to any of the information in the file in writing and have the response be a part of the file.

### **ARTICLE XXIV**

#### **TUITION WAIVER**

Board-employed teachers who do not reside in the District but would like to have their children attend school in the District must first apply to have their children attend school through the Board's Inter-District Open Enrollment Policy. Only if a teacher's child(ren) are determined not to be eligible for attendance through the Policy (e.g., the child applies for enrollment after the first day of classes of any school year) or are denied attendance by operation of the Policy may the child(ren) still attend school in the

District without paying tuition (i.e., the Board shall waive his/her/their tuition based on the conditions set below).

In the event that a teacher's child(ren) is eligible for enrollment by operation of this Article, the Board agrees to allow the child(ren) to attend the District tuition-free subject to the following stipulations:

- A. The teacher must indicate to the Board prior to July 1 of any given school year that his/her child(ren) wish to attend the District the following year. Such notice must indicate the child's name, age, and school building he/she will be attending as well as the school he/she will be leaving to attend this District.
- B. Once a child has been accepted and enrolled, the Board agrees to retain the child until he/she withdraws, is expelled, or graduates.
- C. The Board agrees to waive the July 1<sup>st</sup> notice, if by doing so, they can add to their ADM count prior to October 10 of any given year.
- D. The Board agrees to reserve the first six (6) open enrollment placements per grade level (Pre-K – 12) within the District for children of non-resident bargaining unit members. Children of non-resident bargaining unit members who were enrolled tuition-free in the District for the 2006-2007 school year will be permitted to remain enrolled through open enrollment for as long they are continuously enrolled. If there is a break in enrollment, then subsequent re-enrollment would be subject to the above limits.
- E. The Board agrees to accept all applicants as outlined above, unless such acceptance on its part would require the Board to alter a facility or hire an additional staff person.

## **ARTICLE XXV**

### **DRUG FREE WORKPLACE**

The following statement is required to be provided by employers receiving federal grants pursuant to recent federal legislation entitled The Drug Free Workplace Act of 1988. The District is a recipient of federal grant monies and agrees to the following statement in compliance with the act:

No employee of the District directly engaged in the performance of work in connection with any federal grant shall unlawfully manufacture, distribute, dispense, possess, or use on or in the workplace any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance as defined in Schedules I through V of Section 202 of the Controlled Substance Act (22 U.S.C. 812) and as further defined by Regulation at 21 C.F.R. 1300.11 through 1300.15.

"Workplace" as used by the Drug Free Workplace Act of 1988 is defined as the site for the performance of work done in connection with a federal grant. Workplace therefore, includes any District school building or any school premises; and school-owned vehicle

or any other school-approved vehicle used to transport students to and from school or school activities; off-school property during any school sponsored or school-approved activity, event, or function, including but not limited to field trips or athletic events, where students are under the jurisdiction of the District and where work on a federal grant is being performed.

As a condition of employment, each employee who is directly engaged in the performance of work in connection with a federal grant shall notify his or her supervisor of his or her conviction of a criminal drug statute for a violation occurring in the work place as defined above. Such notification shall be provided not later than five (5) days after a conviction. The term "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes. The term "criminal drug statute" means a criminal statute involving the manufacture, distribution, dispensation, use, or possession of any controlled substance.

The District, as a Guarantee under the Drug Free Workplace Act of 1988, is required to take appropriate personnel action against an employee convicted under a criminal drug statute. Within thirty (30) days after receiving notice from an employee of such a conviction, the Act directs the District to take appropriate disciplinary action up to and including termination or require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. Any personnel action taken will be at the discretion of the Board and shall be in compliance with the ORC and this Agreement.

As a condition of employment, each employee who is directly engaged in the performance of work in connection with a federal grant shall abide by the terms of the within statement.

Each employee directly engaged in the performance of work pursuant to the provisions of any federal grant shall be given a copy of this statement.

The District is committed to providing a Drug Free Workplace.

## **ARTICLE XXVI**

### **HOSPITAL-SURGICAL-MAJOR MEDICAL**

The Board shall provide medical and prescription drug insurance for each employee

The amount of the Board-paid premium for the P.P.O. insurance for full-time employees shall be as follows:

Single Plan @ 90 percent

Family Plan @ 85 percent

For part-time employees, the Board shall pay a percentage of the hospitalization and major medical premium that is equal to the percentage of time worked by the employee

multiplied by the Board premium paid for full-time employees. The balance of the premium shall be paid by the part-time employee through payroll deduction.

All coverage levels currently in effect will remain without change, except as may be required by applicable law. A thirty (30) day notice is required for any changes of a bargaining unit member's status to become effective. All forms must be completed and turned into the Treasurer's Office.

When a husband and wife are both employed by the Board full-time and both are insurance-eligible, the total premium of a P.P.O. plan will be Board-paid.

All employees shall be enrolled in the P.P.O. if they elect to participate in the Board's insurance plan.

If the Wood County Consortium offers alternative health and dental care plans, the Association Executive Committee will review the options with the Administration

It is agreed that, in the event of the death of an employee, if their health insurance was for family coverage, the same level of coverage will continue for a minimum of ninety days. This benefit to the family of the deceased will end if the family obtains other health insurance. The health insurance will be 100% Board-paid.

### **Section 125 Plan**

The benefits provided to employees by Section 125 of the Revenue Act of 1978 shall be made available to any bargaining unit member so requesting that their benefit elections be nontaxable. An amount not to exceed twenty-five percent (25%) of salary may be set aside by the employee for the selection of benefits, under Section 125 of the Internal Revenue Code, which includes the nontaxable benefits of major medical, disability, cancer, dental, non-reimbursed medical, and dependent care. This plan shall be administered by a third party administrator selected by the Board as the enroller and record keeper of the Plan. The third party administrator shall provide the District a hold harmless and a record keeping agreement that will further hold the Board risk free under the IRS provisions regulating non-reimbursed medical payments.

The Board nor the employee shall incur any fees for the setup, enrollment and administrative services provided.

### **Waiver of Coverage**

A member who elects to decline family and single Hospital Surgical Major Medical insurance, via a written waiver, shall be entitled to receive three thousand (\$3,000) per fiscal year. This payment will be made through the District's Section 125 Plan in 26 installments coinciding with regular payroll assuming that the employee has not re-enrolled in the Board's plan during the prior fiscal year. Employees electing to waive this insurance coverage from the Board agree to remain out of the Board's insurance plan for at least one (1) year from the open enrollment date. If the member waives coverage from the Board and subsequently involuntarily loses their other insurance coverage, they can apply to re-enroll in the Board's plan in less than one year's time, beginning with the first day of the month following notification of the involuntary loss of

other coverage. This waiver of coverage option is not available when both spouses are employed by the Board.

In order to elect this option and receive this additional compensation for the upcoming school year, the teacher must complete, sign and file with the Treasurer of the Board a form indicating his/her election no later than two (2) weeks prior to the date of the first payroll in the new school year. Failure to submit the required form by the designated date shall result in a disqualification from payment in lieu of insurance as set forth herein.

If a teacher selects payment in lieu of insurance as set forth above, but leaves active pay status or returns to the Board-provided medical insurance as set forth above at any point prior to the end of the contract year, the teacher will be paid a pro-rated amount based upon the proportional amount of time he/she was in active pay status for the contract year. In determining the proportional amount, only full months of non-coverage will be counted.

### **Effect of Retirement**

In the case of a bargaining unit member who retires under STRS, the Board's obligation to provide insurance fringe benefits under this Article and Articles XXVII and XXVIII of this Agreement shall cease upon the employee's first eligibility to receive insurance benefits through the retirement system.

## **ARTICLE XXVII**

### **DENTAL AND VISION INSURANCE**

The Board shall provide and pay 100% of single coverage and 85% of family coverage of a dental plan for bargaining unit members and their dependents. The Board shall provide and pay 90% of single coverage and 85% of family coverage of a vision plan for bargaining unit members and their dependents. Coverage levels currently in effect will remain without change.

## **ARTICLE XXVIII**

### **LIFE INSURANCE**

The Board shall provide term life insurance for each bargaining unit member, in the amount of \$50,000. The premium shall be paid by the Board. The Treasurer will notify each bargaining unit member of the amount of coverage after their 65<sup>th</sup> birthday. Bargaining unit members must sign the registration card and return it to the Treasurer's office.

## **ARTICLE XXIX**

### **STRS PICK-UP UTILIZING THE SALARY REDUCTION METHOD**

The Board agrees with the Association to pick-up utilizing the salary reduction method, contributions to the State Teachers Retirement System paid upon behalf of the bargaining unit members, at no cost to the Board under the following terms and conditions.

- A.** The amount to be “picked-up” on behalf of each bargaining unit member shall be the current STRS percentage, of the bargaining unit member’s gross annual compensation. The bargaining unit member’s annual compensation shall be reduced by an amount equal to the amount “picked-up” by the Board for the purpose of State and Federal tax only.
- B.** Shall be uniformly applied to all bargaining unit members.
- C.** The pick-up shall become effective and shall apply to all compensation including supplemental earning thereafter.
- D.** Pay for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and workman’s compensation shall be based on the bargaining unit member’s daily gross pay prior to reduction as basis (e.g., gross pay divided by the number of days in a teacher’s contract).

Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the “pick-up” in combination with other tax deferred compensation plans.

If the foregoing “pick-up” provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

## **ARTICLE XXX**

### **SEVERANCE PAY**

The maximum number of days for which payment will be made shall not exceed sixty (60). This maximum will be figured on the basis of 25% of accumulated sick leave up to 240 days. If accumulated sick leave is less than 240 days, then the maximum days for severance payment will be adjusted.

No severance pay will be paid until the Treasurer has received a copy of the first retirement check (or electronic notification) from STRS or other Ohio public retirement system to such bargaining unit member, who must retire from active service with the Board and have served a minimum of ten (10) consecutive years with the District.

The estate of any employee who dies would receive severance pay as specified above if the employee has served a minimum of ten (10) consecutive years with the District whether or not the employee was eligible at the time of death to service retire under STRS.

## **ARTICLE XXXI**

### **SPECIAL RATES OF PAY**

- A.** Home instruction, tutoring, summer school, and any other teaching assignments beyond the certificated staff member's regular class schedule will be compensated at the rate of \$26.00.
- B.** Supervision of Saturday in-school suspension classes and Detention Study Halls will be compensated as described in Section (A) above.
- C.** In the event regular substitutes are not available, the professional staff members may volunteer to serve as period substitutes, during their regularly scheduled preparation periods.
  - 1. Requests for period substitutions shall be made as far ahead as possible by the building principal.
  - 2. Substitutions shall be made within the professional staff member's department when possible.
  - 3. Period substitutions shall be distributed as equally as possible among those professional staff members desiring to serve as substitutes.
  - 4. Any teacher shall have the right to refuse with no reprisal.

## **ARTICLE XXXII**

### **AGENCY SHOP (FAIR SHARE FEE)**

Each employee, not enrolling as a member, covered by this Agreement shall be required as a condition of employment to pay the Association a Fair Share Fee equal to the dues of the United Education Profession. The United Education Profession includes the NEA, OEA, NWOEA, and the Association. All those employees covered by this Agreement and who are not dues paying members of the Association, shall be assessed the Fair Share Fee.

The Association shall notify all non-members of their obligation to pay service fees and such notification will include the procedures for payroll deductions and direct cash payments. The Association must provide a procedure for non-members to recover any portion of the annual fees which is expended for activities or causes of a political nature or involving controversial issues of public importance only incidentally related to wages, hours, and conditions of employment.

The Board will provide a payroll deduction for professional dues upon receipt of a list submitted by the Association each school year. Deductions shall be made in twenty (20) equal installments effective October 1<sup>st</sup>. Staff members choosing to be fee payers shall have the deduction of the fees to begin in equal installments with the first pay period that follows January 15 each year for the balance of the contract year. The Association and its membership shall hold the Board harmless for any unauthorized deductions.

The Board agrees to furnish the Association with a name list and amount of fees/dues deducted. The Board also agrees to promptly transmit all amounts deducted to the Association.

Upon timely demand, non-members may appeal to the Association the payment of Fair Share Fee pursuant to the internal rebate procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

The Association agrees to notify all non-members of their right to become members of the Association during the month of September.

Nevertheless, the amount to be deducted from the pay of all non-association members shall be the full dues of the United Education Profession, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods for the balance of the contract year that follow the January 15 date noted above.

The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent certificated staff members in the bargaining unit represented by the Association.

The Association shall indemnify and save the Board harmless against any liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Agency Shop provision. In the event that the Board is held to be responsible for the repayment of monies paid to the Association, the Association shall reimburse to the Board, or designated employee, the amount of monies actually received by the Association from the Board and/or designated employees involved.

## **ARTICLE XXXIII**

### **ADVANCEMENT/PLACEMENT ON SALARY SCHEDULE**

#### **Placement on the Salary Schedule**

All new employees will be placed on the salary schedule within the parameters set forth in state law. Such new employees must, within 30 days of being hired by the Board, provide the necessary documentation (i.e. transcripts, certification, etc.) to the Treasurer. Failure to do so will result in paychecks being withheld until the required information is received. In writing, the Board will notify the teacher of this requirement.

## **Advancement on the Salary Schedule**

A bargaining unit member may advance to a higher classification on the Salary Schedule as a result of additional credits earned.

This may occur only at two times during the school year: (1) at the beginning of the school year and, (2) at the beginning of the 2<sup>nd</sup> semester.

To be accepted for increased salary credit and horizontal movement on the salary schedule beyond initial placement, all graduate hours for current employees must be:

- a. From an accredited college or university whose credits are recognized by the Ohio Department of Education and;
- b. Within the teacher's teaching field and/or area of certification/licensure and are designed to enhance the applicant's present position with the District or contributes to a teacher's level of expertise in subject area knowledge or teaching strategies, and/or leads to additional education certification.

As such, it is anticipated by the parties that credit will not be recognized for courses or degrees from professional schools such as medicine, law, etc., or courses which are necessary to qualify for a different profession or vocation, such as real estate sales, unless such courses or degrees otherwise meet the aforementioned criteria. Regardless of the above, all credit recognized prior to the effective date of this Agreement will continue to be recognized.

Bargaining unit members will be placed on the higher classification only after:

- A. Advance notice has been given of the intent to earn the necessary hours. Notice shall be given to the Treasurer's office for budgeting purposes by May 1<sup>st</sup> for a fall increase and by September 1<sup>st</sup> for a February increase. This form (Appendix F) must be completed and submitted by the previously mentioned dates. Failure to submit forms will result in forfeiting movement on the salary scale until the next semester break. Where possible, the teacher shall provide the Superintendent with the appropriate data indicating course work planned to be taken. Where an extenuating circumstance exists, i.e. the university has not provided sufficient notice of course offering intent, the bargaining unit member shall be responsible to meet with the Superintendent to apprise him/her of this fact.
- B. The receipt of an Official Transcript from the appropriate college/university in the District Treasurer's office by October 1 for an increase effective first semester and by February 15 for an increase effective for the 2<sup>nd</sup> semester.

Salary adjustment will be made the first pay of the contract and the last pay of February. If official transcripts are not received by October 1 or February 15, salaries will be adjusted accordingly.

- C. Credits earned within three (3) weeks of the beginning of a semester would qualify the bargaining unit member for the second semester if A and B have been completed.

## **Classification of Columns**

All reference to "Master" or "Master's" shall mean a Masters Degree in Education, in a related field within the teacher's area of study, or in pursuing additional certification.

Bachelor	This group shall include all teachers with a B.S. or B.A. degree
Bachelor + 15	This group shall include all teachers with a B.S. or B.A. degree plus 15 semester hours (23 quarter hours) of undergraduate or graduate hours taken after the granting of a Bachelor's degree.
Bachelor + 150	This group shall include all teachers with a B.S. or B.A. degree with 150 semester hours (225 quarter hours) of work.
Master	This group shall include all teachers with a Master's degree.
Master's + 15	This group shall include all teachers with a Master's degree plus 15 semester hours (23 quarter hours) of graduate work after the granting of the Master's degree.
Master's + 30	This group shall include all teachers with Master's degree plus 30 semester hours (45 quarter hours) or graduate work after the granting of the Master's degree.

All dollar fractions will be raised to the next whole dollar if the resulting figures from the above index are .5 or higher.

## **Employment of Retired Teachers**

The parties agree to abide by the following terms and conditions relating to the reemployment of a teacher following such teachers' service retirement.

The Board is under no obligation to employ any retired teacher and the parties explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires.

- a. A "retired" teacher must take health insurance benefits through STRS, if possible. If the teacher is precluded by STRS policy from receiving benefits through STRS, the teacher is eligible to participate in the Board's health insurance coverage (or opt out) on par with any other teacher.
- b. Salary placement for years of service granted for retired teachers shall be at the discretion of the Board as long as a minimum of four (4) years of actual teaching and military experience is given such teacher. If a teacher is brought back for successive contracts, the teacher remains at Step 4 for each successive contract. Any salary schedule placement determination as set forth herein shall not be subject to the grievance procedure or otherwise challengeable, and the parties expressly agree and fully intend this provision to

supersede and take precedence over any inconsistent or contrary Ohio statutes or regulations.

- c. Seniority for retired teachers after retirement will be zero (0) upon such employment and will not accrue seniority.
- d. Teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to limited contracts of employment.
- e. For purposes of reduction in force (Article XVI) teachers employed by the Board after retirement shall be the first to have their contracts suspended pursuant to a reduction and prior to the suspension of any limited contract teachers and continuing contract teachers. Retired teachers may be re-employed following a reduction, but shall have no right of recall.
- f. There will be no severance pay available for retired teachers employed by the Board.
- g. Teachers employed by the Board after retirement will be given one-year limited contracts only. Non-renewal of such teachers will be accomplished through written notice to the teacher on or before June 1 of any year of the Board's intention not to renew their limited contract of employment. Other than the failure of the Board to provide such written notification to such teachers prior to that date, the non-renewal of teachers employed by the Board after retirement shall not be subject to challenge through the grievance procedure or otherwise and the Association agrees not to contest any waiver of rights executed by the employee at the time of hire. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of ORC Section 3319.11 and differs from the rights of other teachers contained within the terms of this Agreement.
- h. Except as otherwise set forth in this provision, teachers employed by the Board after retirement shall be subject to all the rights and privileges in this Agreement.
- i. The parties hereto agree that this provision, including the health insurance waiver set forth above, supersedes any inconsistent or contrary Ohio statute or regulation.

**ARTICLE XXXIV**

**A.**

**ELMWOOD LOCAL SCHOOLS  
SALARY SCHEDULE INDEX**

<b>EXP. YRS.</b>	<b>BACHELOR DEGREE</b>	<b>BACHELOR +15</b>	<b>BACHELOR +150</b>	<b>MASTER'S DEGREE</b>	<b>MASTER'S +15</b>	<b>MASTER'S +30</b>
0	1.000	1.0200	1.0380	1.0950	1.1430	1.1930
1	1.0380	1.0605	1.0810	1.1430	1.1960	1.2460
2	1.0760	1.1010	1.1240	1.1910	1.2490	1.2990
3	1.1140	1.1415	1.1670	1.2390	1.3020	1.3520
4	1.1520	1.1820	1.2100	1.2870	1.3550	1.4050
5	1.1900	1.2225	1.2530	1.3350	1.4080	1.4580
6	1.2280	1.2630	1.2960	1.3830	1.4610	1.5110
7	1.2660	1.3035	1.3390	1.4310	1.5140	1.5640
8	1.3040	1.3440	1.3820	1.4790	1.5670	1.6170
9	1.3420	1.3845	1.4250	1.5270	1.6200	1.6700
10	1.3800	1.4250	1.4680	1.5750	1.6730	1.7230
11	1.4180	1.4655	1.5110	1.6230	1.7260	1.7760
12			1.5540	1.6710	1.7790	1.8290
13			1.5970	1.7190	1.8320	1.8820
14				1.7670	1.8850	1.9350
15					1.9380	1.9880
20		1.5100	1.6430	1.8200	2.0000	2.0410
25	1.4560	1.5545	1.6890	1.8730	2.0620	2.0940
30	1.4940	1.5990	1.7350	1.9260	2.1240	2.1470

B.

**ELMWOOD LOCAL SCHOOLS  
SALARY SCHEDULE  
Effective 7-1-13  
\$33,187 Base**

<b>EXP. YRS.</b>	<b>BACHELOR DEGREE</b>	<b>BACHELOR +15</b>	<b>BACHELOR +150</b>	<b>MASTER'S DEGREE</b>	<b>MASTER'S +15</b>	<b>MASTER'S +30</b>
0	33,187	33,851	34,448	36,340	37,933	39,592
1	34,448	35,195	35,875	37,933	39,692	41,351
2	35,709	36,539	37,302	39,526	41,451	43,110
3	36,970	37,883	38,729	41,119	43,209	44,869
4	38,231	39,227	40,156	47,712	44,968	46,628
5	39,493	40,571	41,583	44,305	46,727	48,387
6	40,754	41,915	43,010	45,898	48,486	50,146
7	42,015	43,259	44,437	47,491	50,245	51,904
8	43,276	44,603	45,864	49,084	52,004	53,663
9	44,537	45,947	47,291	50,677	53,763	55,422
10	45,798	47,291	48,719	52,270	55,522	57,181
11	47,059	48,636	50,146	53,863	57,281	58,940
12			51,573	55,455	59,040	60,699
13			53,000	57,048	60,799	62,458
14				58,641	62,577	64,217
15					64,316	65,976
20		50,112	54,526	60,400	66,374	67,735
25	48,320	51,589	56,053	62,159	68,432	69,494
30	49,581	53,066	57,579	63,918	70,489	71,252

C.

**ELMWOOD LOCAL SCHOOLS  
SALARY SCHEDULE  
Effective 7-1-14  
\$33,602 Base**

<b>EXP. YRS.</b>	<b>BACHELOR DEGREE</b>	<b>BACHELOR +15</b>	<b>BACHELOR +150</b>	<b>MASTER'S DEGREE</b>	<b>MASTER'S +15</b>	<b>MASTER'S +30</b>
0	33,602	34,274	34,879	36,794	38,407	40,087
1	34,879	35,635	36,324	38,407	40,188	41,868
2	36,156	36,996	37,769	40,020	41,969	43,649
3	37,433	38,357	39,214	41,633	43,750	45,430
4	38,710	39,718	40,658	43,246	45,531	47,211
5	39,986	41,078	42,103	44,859	47,312	48,992
6	41,263	42,439	43,548	46,472	49,093	50,773
7	42,540	43,800	44,993	48,084	50,873	52,554
8	43,817	45,161	46,438	49,697	52,654	54,334
9	45,094	46,522	47,883	51,310	54,435	56,115
10	46,371	47,883	49,328	52,923	56,216	57,896
11	47,648	49,244	50,773	54,536	57,997	59,677
12			52,218	56,149	59,778	61,458
13			53,662	57,762	61,559	63,239
14				59,375	63,340	65,020
15					65,121	66,801
20		50,739	55,208	61,156	67,204	68,582
25	48,925	52,234	56,754	62,937	69,287	70,363
30	50,201	53,730	58,299	64,717	71,371	72,143

D.

**ELMWOOD LOCAL SCHOOLS  
SALARY SCHEDULE  
Effective 7-1-15  
\$34,106 Base**

<b>EXP. YRS.</b>	<b>BACHELOR DEGREE</b>	<b>BACHELOR +15</b>	<b>BACHELOR +150</b>	<b>MASTER'S DEGREE</b>	<b>MASTER'S +15</b>	<b>MASTER'S +30</b>
0	34,106	34,788	35,402	37,346	38,983	40,688
1	35,402	36,169	36,869	38,983	40,791	42,496
2	36,698	37,551	38,335	40,620	42,598	44,304
3	37,994	38,932	39,802	42,257	44,406	46,111
4	39,290	40,313	41,268	43,894	46,214	47,919
5	40,586	41,695	42,735	45,532	48,021	49,727
6	41,882	43,076	44,201	47,169	49,829	51,534
7	43,178	44,457	45,668	48,806	51,636	53,342
8	44,474	45,838	47,134	50,443	53,444	55,149
9	45,770	47,220	48,601	52,080	55,252	56,957
10	47,066	48,601	50,068	53,717	57,059	58,765
11	48,362	49,982	51,534	55,354	58,867	60,572
12			53,001	56,991	60,675	62,380
13			54,467	58,628	62,482	64,187
14				60,265	64,290	65,995
15					66,097	67,803
20		51,500	56,036	62,073	68,212	69,610
25	49,658	53,018	57,605	63,881	70,327	71,418
30	50,954	54,535	59,174	65,688	72,441	73,226

**E.**

**EXTENDED SERVICE DAYS**

It is agreed that extended service days shall remain at the following rates for the terms of this Agreement unless the State Department of Education reduces the number of extended service days it recommends for a particular position (or positions) or reduces state funding for a particular position (or positions). The Board will notify the Association President of its intention to reduce any position.

Employees on extended service will be paid their per diem pay as listed:

Elementary Guidance Counselor	5 Days
High School Guidance Counselors	25 Days
Middle School Guidance Counselor	10 Days
Office Education	5 Days
Librarian/Media Specialist	10 Days
High School Home Economics	10 Days
Vocational Agriculture	60 Days
Gifted Teacher/Coordinator	16 Days

Additional positions not listed shall also be paid at the employee's per diem rate.

Individuals may apply to the Superintendent for an increase or decrease in the number of extended days.

## ARTICLE XXXV

### SUPPLEMENTAL CONTRACTS

Supplemental contracts for staff are a reasonable, just and necessary part of the District's commitment to its students in curricular, co-curricular, and extra-curricular functions and activities.

A job description will be developed for each activity that is assigned as a supplemental contract function and/or activity. The job descriptions will be developed in a cooperative relationship between staff and Administration, assigned by the Superintendent with final approval and implementation by the Board.

#### A. Supplemental Limited Contracts

Supplemental limited contracts will be issued in written form for a stated term. All such contracts will expire at the end of the term stated without further action by the Board or notice to the bargaining unit member.

Supplemental contracts will be void if not signed and returned within thirty (30) days after mailed to the member.

Employees holding supplemental contracts may request to "split" a contract and divide contractual duties. The decision whether or not to allow for the "splitting" of a supplemental contract, and/or the extent of such splitting, will be within the discretion of the Administration. In addition, where supplemental duties overlap or are otherwise incompatible in the determination of the Administration, multiple supplemental contracts will only be issued to one teacher with the express consent of the Administration.

#### B. Experience

Experience means actual work the individual has performed in the assigned area in the Elmwood School system or in a position within the District which is directly related to the new assignment (e.g., Middle School basketball and Freshman basketball.)

#### C. Calculation of Salary

Supplemental salaries shall reflect the percentages and experience indicated on the supplemental salary schedule. Salaries shall be calculated on the Bachelors Degree Column and 0 years of experience amount as of July 1 of each year; with 0-2 years experience paid at 1.00, 3-5 years experience paid 1.05, 6-8 years experience paid at 1.10 and above 8 years experience paid at 1.15 times the base percentage amount.

1. Experience will be granted for movement/transfer to another position within the same activity, e.g., - assistant basketball to head basketball, instrumental music to choral music.
2. Persons contracted for a newly created supplemental position will be placed on the beginning step.
3. Depending upon the musical, various positions will be named, but will not exceed the total dollar amount of the current four supplementals: choreographer, instrumental director, vocal director, and technician.

**D. Extended Season Pay**

Head coaches and their assistant coaches, who have their season extended by virtue of participation of their teams in Ohio High School Athletic Association sponsored tournament competition will receive additional compensation.

Each coach and assistant coach responsible for five (5) or more participants shall be paid 10% of his/her coaching pay for each week beyond the regular season.

Each coach and assistant coach responsible for four (4) or fewer participants shall be paid 5% of his/her coaching pay for each week beyond the regular season.

For purposes of this provision, the regular season shall include the first full week of tournament play, with the exception of football.

**E. Failure to Complete Duties**

Any teacher who has entered into a supplemental contract and who is unable to complete the responsibilities of that contract, for reasons other than the suspension of that contract, shall forfeit the contract. In the case of forfeiture of a supplemental contract, the teacher forfeiting the contract may only be paid the prorated portion of the contract for work completed and the remaining portion of the supplemental contract may be reissued with corresponding prorated payment at the level of pay as determined by the individual filling such position.

**F. Supplemental Salary Committee**

1. A supplemental salary committee shall be established, to deal with both athletic and non-athletic supplementals. This committee shall consist of three (3) members appointed by the Association President and three (3) members appointed by the Superintendent. The functions of this committee shall include:
  - a. The addition of new positions and the determination of the appropriate compensation.
  - b. Changes in the present supplemental salary schedules; and
  - c. Increasing the number of coaches and/or advisors.

2. This committee shall meet once each year or more often upon the request of the Board or the Association.
3. Action of the committee shall be in writing, signed by a majority of the full membership of the committee.
4. Any changes in supplementals shall become a part of this Agreement upon action by the committee and approval by the Association and the Board.
5. The terms and conditions of supplemental contracts and duties under this Article shall continue to be collaboratively developed on an annual basis through the Supplemental Contract Committee. Once approved by the Association and the Board, all members of the bargaining unit will be issued a copy of any updated schedule of the revised version of this Article, complete with salary grid information. The updated supplemental salary schedule, complete with salary grid information, shall be considered part of the Agreement.
6. Nothing herein shall require the Board to maintain any supplemental position or provide any bargaining unit member with any expectation of continued employment in any supplemental position.
7. The number of coaching positions filled under supplemental contracts will not be based on the number of athletes in the particular sport. If student participation in the sport is so low that the Administration questions whether a normal complement of coaches is warranted, the Superintendent and Association President will meet to decide how to proceed.

ARTICLE XXXVI

A.

ELMWOOD SUPPLEMENTAL SALARY SCHEDULE

2013-2014

BASE: \$ 33,187

Category	Index	0-2 yrs. 1.00	3-5 yrs. 1.05	6-8 yrs. 1.10	Over 8 yrs. 1.15
<b><u>HIGH SCHOOL SUPPLEMENTALS</u></b>					
<b><u>Music Department</u></b>					
H.S. Band Director	0.165	5,476	5,750	6,023	6,297
H.S. Asst. Band Director	0.085	2,821	2,962	3,103	3,244
H.S. Pep Band Director	0.045	1,493	1,568	1,643	1,717
H.S. Percussion Advisor	0.030	996	1,045	1,095	1,145
H.S. Majorette Advisor	0.025	830	871	913	954
H.S. Flag Corps Advisor	0.025	830	871	913	954
H.S. Vocal Director	0.105	3,485	3,659	3,833	4,007
H.S. Piano Accompanist	0.025	830	871	913	954
H.S. Musical Instrumental Dir.	0.085	2,821	2,962	3,103	3,244
H.S. Musical Vocal Director	0.085	2,821	2,962	3,103	3,244
H.S. Musical Technician	0.025	830	871	913	954
H.S. Musical Choreographer	0.025	830	871	913	954
<b><u>Clubs and Organizations</u></b>					
H.S. Bowling	0.035	1,162	1,220	1,278	1,336
H.S. Senior Class Advisor	0.045	1,493	1,568	1,643	1,717
H.S. Junior Class Advisor	0.045	1,493	1,568	1,643	1,717
H.S. Sophomore Class Advisor	0.020	664	697	730	763
H.S. Freshman Class Advisor	0.020	664	697	730	763
H.S. Dept. Head/Faculty Advisor	0.030	996	1,045	1,095	1,145
H.S. Club Advisors	0.030	996	1,045	1,095	1,145
H.S. Spanish Club	0.030	996	1,045	1,095	1,145
H.S. FTA	0.030	996	1,045	1,095	1,145
H.S. Science Club	0.030	996	1,045	1,095	1,145
H.S. Art Club	0.030	996	1,045	1,095	1,145
H.S. Engineering/Robotics	0.030	996	1,045	1,095	1,145
H.S. Club Assistant 45+	0.015	498	523	548	572
H.S. Spanish Club Assistant	0.015	498	523	548	572
H.S. Newspaper	0.040	1,327	1,394	1,460	1,527
H.S. Student Council Advisor	0.055	1,825	1,917	2,008	2,099
H.S. Yearbook	0.040	1,327	1,394	1,460	1,527
H.S. National Honor Society	0.035	1,162	1,220	1,278	1,336
H.S. Web Advisor	0.035	1,162	1,220	1,278	1,336

**Athletic Department**

H.S. Athletic Director	0.165	5,476	5,750	6,023	6,297
H.S. Events Manager	0.105	3,485	3,659	3,833	4,007
H.S. Varsity Cheerleader Advisor	0.080	2,655	2,788	2,920	3,053
H.S. JV Cheerleader Advisor	0.035	1,162	1,220	1,278	1,336
H.S. Strength Coach (4)	0.025	830	871	913	954

**Fall Sports**

H.S. Head Football	0.140	4,646	4,878	5,111	5,343
H.S. Assistant Football (4)	0.100	3,319	3,485	3,651	3,816
H.S. Freshman Football	0.090	2,987	3,136	3,285	3,435

H.S. Head Volleyball	0.110	3,651	3,833	4,016	4,198
H.S. Assistant Volleyball	0.090	2,987	3,136	3,285	3,435
H.S. Freshman Volleyball	0.040	1,327	1,394	1,460	1,527

H.S. Head Boys/Girls Cross Country	0.110	3,651	3,833	4,016	4,198
H.S. Assistant Boys/Girls Cross Country	0.040	1,327	1,394	1,460	1,527

H.S. Head Boys Golf	0.100	3,319	3,485	3,651	3,816
H.S. Head Girls Golf	0.100	3,319	3,485	3,651	3,816

**Winter Sports**

H.S. Head Boys Basketball	0.140	4,646	4,878	5,111	5,343
H.S. Assistant Boys Basketball	0.100	3,319	3,485	3,651	3,816
H.S. Freshman Boys Basketball	0.090	2,987	3,136	3,285	3,435

H.S. Head Girls Basketball	0.140	4,646	4,878	5,111	5,343
H.S. Assistant Girls Basketball	0.100	3,319	3,485	3,651	3,816
H.S. Freshman Girls Basketball	0.090	2,987	3,136	3,285	3,435

H.S. Head Wrestling	0.140	4,646	4,878	5,111	5,343
H.S. Assistant Wrestling	0.100	3,319	3,485	3,651	3,816
H.S. JV Assistant Wrestling	0.050	1,659	1,742	1,825	1,908

**Spring Sports**

H.S. Head Boys/Girls Track (1)	0.110	3,651	3,833	4,016	4,198
H.S. Assistant Boys/Girls Track (4)	0.090	2,987	3,136	3,285	3,435

H.S. Head Softball	0.110	3,651	3,833	4,016	4,198
H.S. Assistant Softball	0.090	2,987	3,136	3,285	3,435
H.S. JV Softball	0.040	1,327	1,394	1,460	1,527

H.S. Head Baseball	0.110	3,651	3,833	4,016	4,198
H.S. Assistant Baseball	0.090	2,987	3,136	3,285	3,435
H.S. JV Baseball	0.040	1,327	1,394	1,460	1,527

**M.S. SUPPLEMENTALS****Clubs and Organizations**

M.S. Cheerleading Advisor	0.045	1,493	1,568	1,643	1,717
M.S. Drama Club Advisor	0.025	830	871	913	954
M.S. 7/8 Quiz Bowl Advisor	0.025	830	871	913	954
M.S. 5/6 Quiz Bowl Advisor	0.025	830	871	913	954
M.S. Student Council Advisor	0.050	1,659	1,742	1,825	1,908
M.S. Yearbook Advisor	0.030	996	1,045	1,095	1,145

**Sports**

M.S. Athletic Director	0.110	3,651	3,833	4,016	4,198
M.S. Events Coordinator	0.040	1,327	1,394	1,460	1,527
M.S. Cross Country	0.045	1,493	1,568	1,643	1,717
M.S. Football Coordinator	0.095	3,153	3,310	3,468	3,626
M.S. Eighth Grade Football	0.085	2,821	2,962	3,103	3,244
M.S. Seventh Grade Football (2)	0.085	2,821	2,962	3,103	3,244
M.S. Eighth Grade Volleyball	0.070	2,323	2,439	2,555	2,672
M.S. Seventh Grade Volleyball	0.070	2,323	2,439	2,555	2,672
M.S. Eighth Grade Boys Basketball	0.085	2,821	2,962	3,103	3,244
M.S. Seventh Grade Boys Basketball	0.085	2,821	2,962	3,103	3,244
M.S. Eighth Grade Girls Basketball	0.085	2,821	2,962	3,103	3,244
M.S. Seventh Grade Girls Basketball	0.085	2,821	2,962	3,103	3,244
M.S. Head Wrestling	0.080	2,655	2,788	2,920	3,053
M.S. Assistant Wrestling (2)	0.060	1,991	2,091	2,190	2,290
M.S. Head Track	0.075	2,489	2,613	2,738	2,862
M.S. Assistant Track (3)	0.065	2,157	2,265	2,373	2,481

**ELEMENTARY SUPPLEMENTALS**

Elem. Grade Level Chair (6)	0.030	996	1,045	1,095	1,145
Elem. Safety Patrol Advisor	0.015	498	523	548	572
Elem. Student Council Advisor	0.035	1,162	1,220	1,278	1,336
Elem. Yearbook Advisor	0.030	996	1,045	1,095	1,145

B.

**ELMWOOD SUPPLEMENTAL SALARY SCHEDULE**

**2014-2015**

**BASE: \$ 33,602**

Category	Index	Over			
		0-2 yrs. 1.00	3-5 yrs. 1.05	6-8 yrs. 1.10	8 yrs. 1.15
<b><u>HIGH SCHOOL SUPPLEMENTALS</u></b>					
<b><u>Music Department</u></b>					
H.S. Band Director	0.165	5,544	5,822	6,099	6,376
H.S. Asst. Band Director	0.085	2,856	2,999	3,142	3,285
H.S. Pep Band Director	0.045	1,512	1,588	1,663	1,739
H.S. Percussion Advisor	0.030	1,008	1,058	1,109	1,159
H.S. Majorette Advisor	0.025	840	882	924	966
H.S. Flag Corps Advisor	0.025	840	882	924	966
H.S. Vocal Director	0.105	3,528	3,705	3,881	4,057
H.S. Piano Accompanist	0.025	840	882	924	966
H.S. Musical Instrumental Dir.	0.085	2,856	2,999	3,142	3,285
H.S. Musical Vocal Director	0.085	2,856	2,999	3,142	3,285
H.S. Musical Technician	0.025	840	882	924	966
H.S. Musical Choreographer	0.025	840	882	924	966
<b><u>Clubs and Organizations</u></b>					
H.S. Bowling	0.035	1,176	1,235	1,294	1,352
H.S. Senior Class Advisor	0.045	1,512	1,588	1,663	1,739
H.S. Junior Class Advisor	0.045	1,512	1,588	1,663	1,739
H.S. Sophomore Class Advisor	0.020	672	706	739	773
H.S. Freshman Class Advisor	0.020	672	706	739	773
H.S. Dept. Head/Faculty Advisor	0.030	1,008	1,058	1,109	1,159
H.S. Club Advisors	0.030	1,008	1,058	1,109	1,159
H.S. Spanish Club	0.030	1,008	1,058	1,109	1,159
H.S. FTA	0.030	1,008	1,058	1,109	1,159
H.S. Science Club	0.030	1,008	1,058	1,109	1,159
H.S. Art Club	0.030	1,008	1,058	1,109	1,159
H.S. Engineering/Robotics	0.030	1,008	1,058	1,109	1,159
H.S. Club Assistant 45+	0.015	504	529	554	580
H.S. Spanish Club Assistant	0.015	504	529	554	580
H.S. Newspaper	0.040	1,344	1,411	1,478	1,546
H.S. Student Council Advisor	0.055	1,848	1,941	2,033	2,125
H.S. Yearbook	0.040	1,344	1,411	1,478	1,546
H.S. National Honor Society	0.035	1,176	1,235	1,294	1,352
H.S. Web Advisor	0.035	1,176	1,235	1,294	1,352

**Athletic Department**

H.S. Athletic Director	0.165	5,544	5,822	6,099	6,376
H.S. Events Manager	0.105	3,528	3,705	3,881	4,057
H.S. Varsity Cheerleader Advisor	0.080	2,688	2,823	2,957	3,091
H.S. JV Cheerleader Advisor	0.035	1,176	1,235	1,294	1,352
H.S. Strength Coach (4)	0.025	840	882	924	966

**Fall Sports**

H.S. Head Football	0.140	4,704	4,939	5,175	5,410
H.S. Assistant Football (4)	0.100	3,360	3,528	3,696	3,864
H.S. Freshman Football	0.090	3,024	3,175	3,327	3,478
H.S. Head Volleyball	0.110	3,696	3,881	4,066	4,251
H.S. Assistant Volleyball	0.090	3,024	3,175	3,327	3,478
H.S. Freshman Volleyball	0.040	1,344	1,411	1,478	1,546
H.S. Head Boys/Girls Cross Country	0.110	3,696	3,881	4,066	4,251
H.S. Assistant Boys/Girls Cross Country	0.040	1,344	1,411	1,478	1,546
H.S. Head Boys Golf	0.100	3,360	3,528	3,696	3,864
H.S. Head Girls Golf	0.100	3,360	3,528	3,696	3,864

**Winter Sports**

H.S. Head Boys Basketball	0.140	4,704	4,939	5,175	5,410
H.S. Assistant Boys Basketball	0.100	3,360	3,528	3,696	3,864
H.S. Freshman Boys Basketball	0.090	3,024	3,175	3,327	3,478
H.S. Head Girls Basketball	0.140	4,704	4,939	5,175	5,410
H.S. Assistant Girls Basketball	0.100	3,360	3,528	3,696	3,864
H.S. Freshman Girls Basketball	0.090	3,024	3,175	3,327	3,478
H.S. Head Wrestling	0.140	4,704	4,939	5,175	5,410
H.S. Assistant Wrestling	0.100	3,360	3,528	3,696	3,864
H.S. JV Assistant Wrestling	0.050	1,680	1,764	1,848	1,932

**Spring Sports**

H.S. Head Boys/Girls Track (1)	0.110	3,696	3,881	4,066	4,251
H.S. Assistant Boys/Girls Track (4)	0.090	3,024	3,175	3,327	3,478
H.S. Head Softball	0.110	3,696	3,881	4,066	4,251
H.S. Assistant Softball	0.090	3,024	3,175	3,327	3,478
H.S. JV Softball	0.040	1,344	1,411	1,478	1,546
H.S. Head Baseball	0.110	3,696	3,881	4,066	4,251
H.S. Assistant Baseball	0.090	3,024	3,175	3,327	3,478
H.S. JV Baseball	0.040	1,344	1,411	1,478	1,546

**M.S. SUPPLEMENTALS****Clubs and Organizations**

M.S. Cheerleading Advisor	0.045	1,512	1,588	1,663	1,739
M.S. Drama Club Advisor	0.025	840	882	924	966
M.S. 7/8 Quiz Bowl Advisor	0.025	840	882	924	966
M.S. 5/6 Quiz Bowl Advisor	0.025	840	882	924	966
M.S. Student Council Advisor	0.050	1,680	1,764	1,848	1,932
M.S. Yearbook Advisor	0.030	1,008	1,058	1,109	1,159

**Sports**

M.S. Athletic Director	0.110	3,696	3,881	4,066	4,251
M.S. Events Coordinator	0.040	1,344	1,411	1,478	1,546
M.S. Cross Country	0.045	1,512	1,588	1,663	1,739
M.S. Football Coordinator	0.095	3,192	3,352	3,511	3,671
M.S. Eighth Grade Football	0.085	2,856	2,999	3,142	3,285
M.S. Seventh Grade Football (2)	0.085	2,856	2,999	3,142	3,285
M.S. Eighth Grade Volleyball	0.070	2,352	2,470	2,587	2,705
M.S. Seventh Grade Volleyball	0.070	2,352	2,470	2,587	2,705
M.S. Eighth Grade Boys Basketball	0.085	2,856	2,999	3,142	3,285
M.S. Seventh Grade Boys Basketball	0.085	2,856	2,999	3,142	3,285
M.S. Eighth Grade Girls Basketball	0.085	2,856	2,999	3,142	3,285
M.S. Seventh Grade Girls Basketball	0.085	2,856	2,999	3,142	3,285
M.S. Head Wrestling	0.080	2,688	2,823	2,957	3,091
M.S. Assistant Wrestling (2)	0.060	2,016	2,117	2,218	2,319
M.S. Head Track	0.075	2,520	2,646	2,772	2,898
M.S. Assistant Track (3)	0.065	2,184	2,293	2,403	2,512

**ELEMENTARY SUPPLEMENTALS**

Elem. Grade Level Chair (6)	0.030	1,008	1,058	1,109	1,159
Elem. Safety Patrol Advisor	0.015	504	529	554	580
Elem. Student Council Advisor	0.035	1,176	1,235	1,294	1,352
Elem. Yearbook Advisor	0.030	1,008	1,058	1,109	1,159

C.

**ELMWOOD SUPPLEMENTAL SALARY SCHEDULE  
2015-2016**

BASE: \$ 34,106

Category	Index	0-2 yrs.	3-5 yrs.	6-8 yrs.	Over
		1.00	1.05	1.10	1.15
<b><u>HIGH SCHOOL SUPPLEMENTALS</u></b>					
<b><u>Music Department</u></b>					
H.S. Band Director	0.165	5,627	5,909	6,190	6,472
H.S. Asst. Band Director	0.085	2,899	3,044	3,189	3,334
H.S. Pep Band Director	0.045	1,535	1,612	1,688	1,765
H.S. Percussion Advisor	0.030	1,023	1,074	1,125	1,177
H.S. Majorette Advisor	0.025	853	895	938	981
H.S. Flag Corps Advisor	0.025	853	895	938	981
H.S. Vocal Director	0.105	3,581	3,760	3,939	4,118
H.S. Piano Accompanist	0.025	853	895	938	981
H.S. Musical Instrumental Dir.	0.085	2,899	3,044	3,189	3,334
H.S. Musical Vocal Director	0.085	2,899	3,044	3,189	3,334
H.S. Musical Technician	0.025	853	895	938	981
H.S. Musical Choreographer	0.025	853	895	938	981
<b><u>Clubs and Organizations</u></b>					
H.S. Bowling	0.035	1,194	1,253	1,313	1,373
H.S. Senior Class Advisor	0.045	1,535	1,612	1,688	1,765
H.S. Junior Class Advisor	0.045	1,535	1,612	1,688	1,765
H.S. Sophomore Class Advisor	0.020	682	716	750	784
H.S. Freshman Class Advisor	0.020	682	716	750	784
H.S. Dept. Head/Faculty Advisor	0.030	1,023	1,074	1,125	1,177
H.S. Club Advisors	0.030	1,023	1,074	1,125	1,177
H.S. Spanish Club	0.030	1,023	1,074	1,125	1,177
H.S. FTA	0.030	1,023	1,074	1,125	1,177
H.S. Science Club	0.030	1,023	1,074	1,125	1,177
H.S. Art Club	0.030	1,023	1,074	1,125	1,177
H.S. Engineering/Robotics	0.030	1,023	1,074	1,125	1,177
H.S. Club Assistant 45+	0.015	512	537	563	588
H.S. Spanish Club Assistant	0.015	512	537	563	588
H.S. Newspaper	0.040	1,364	1,432	1,501	1,569
H.S. Student Council Advisor	0.055	1,876	1,970	2,063	2,157
H.S. Yearbook	0.040	1,364	1,432	1,501	1,569
H.S. National Honor Society	0.035	1,194	1,253	1,313	1,373
H.S. Web Advisor	0.035	1,194	1,253	1,313	1,373

**Athletic Department**

H.S. Athletic Director	0.165	5,627	5,909	6,190	6,472
H.S. Events Manager	0.105	3,581	3,760	3,939	4,118
H.S. Varsity Cheerleader Advisor	0.080	2,728	2,865	3,001	3,138
H.S. JV Cheerleader Advisor	0.035	1,194	1,253	1,313	1,373
H.S. Strength Coach (4)	0.025	853	895	938	981

**Fall Sports**

H.S. Head Football	0.140	4,775	5,014	5,252	5,491
H.S. Assistant Football (4)	0.100	3,411	3,581	3,752	3,922
H.S. Freshman Football	0.090	3,070	3,223	3,376	3,530

H.S. Head Volleyball	0.110	3,752	3,939	4,127	4,314
H.S. Assistant Volleyball	0.090	3,070	3,223	3,376	3,530
H.S. Freshman Volleyball	0.040	1,364	1,432	1,501	1,569

H.S. Head Boys/Girls Cross Country	0.110	3,752	3,939	4,127	4,314
H.S. Assistant Boys/Girls Cross Country	0.040	1,364	1,432	1,501	1,569

H.S. Head Boys Golf	0.100	3,411	3,581	3,752	3,922
H.S. Head Girls Golf	0.100	3,411	3,581	3,752	3,922

**Winter Sports**

H.S. Head Boys Basketball	0.140	4,775	5,014	5,252	5,491
H.S. Assistant Boys Basketball	0.100	3,411	3,581	3,752	3,922
H.S. Freshman Boys Basketball	0.090	3,070	3,223	3,376	3,530

H.S. Head Girls Basketball	0.140	4,775	5,014	5,252	5,491
H.S. Assistant Girls Basketball	0.100	3,411	3,581	3,752	3,922
H.S. Freshman Girls Basketball	0.090	3,070	3,223	3,376	3,530

H.S. Head Wrestling	0.140	4,775	5,014	5,252	5,491
H.S. Assistant Wrestling	0.100	3,411	3,581	3,752	3,922
H.S. JV Assistant Wrestling	0.050	1,705	1,791	1,876	1,961

**Spring Sports**

H.S. Head Boys/Girls Track (1)	0.110	3,752	3,939	4,127	4,314
H.S. Assistant Boys/Girls Track (4)	0.090	3,070	3,223	3,376	3,530

H.S. Head Softball	0.110	3,752	3,939	4,127	4,314
H.S. Assistant Softball	0.090	3,070	3,223	3,376	3,530
H.S. JV Softball	0.040	1,364	1,432	1,501	1,569

H.S. Head Baseball	0.110	3,752	3,939	4,127	4,314
H.S. Assistant Baseball	0.090	3,070	3,223	3,376	3,530
H.S. JV Baseball	0.040	1,364	1,432	1,501	1,569

**M.S. SUPPLEMENTALS****Clubs and Organizations**

M.S. Cheerleading Advisor	0.045	1,535	1,612	1,688	1,765
M.S. Drama Club Advisor	0.025	853	895	938	981
M.S. 7/8 Quiz Bowl Advisor	0.025	853	895	938	981
M.S. 5/6 Quiz Bowl Advisor	0.025	853	895	938	981
M.S. Student Council Advisor	0.050	1,705	1,791	1,876	1,961
M.S. Yearbook Advisor	0.030	1,023	1,074	1,125	1,177

**Sports**

M.S. Athletic Director	0.110	3,752	3,939	4,127	4,314
M.S. Events Coordinator	0.040	1,364	1,432	1,501	1,569
M.S. Cross Country	0.045	1,535	1,612	1,688	1,765
M.S. Football Coordinator	0.095	3,240	3,402	3,564	3,726
M.S. Eighth Grade Football	0.085	2,899	3,044	3,189	3,334
M.S. Seventh Grade Football (2)	0.085	2,899	3,044	3,189	3,334
M.S. Eighth Grade Volleyball	0.070	2,387	2,507	2,626	2,746
M.S. Seventh Grade Volleyball	0.070	2,387	2,507	2,626	2,746
M.S. Eighth Grade Boys Basketball	0.085	2,899	3,044	3,189	3,334
M.S. Seventh Grade Boys Basketball	0.085	2,899	3,044	3,189	3,334
M.S. Eighth Grade Girls Basketball	0.085	2,899	3,044	3,189	3,334
M.S. Seventh Grade Girls Basketball	0.085	2,899	3,044	3,189	3,334
M.S. Head Wrestling	0.080	2,728	2,865	3,001	3,138
M.S. Assistant Wrestling (2)	0.060	2,046	2,149	2,251	2,353
M.S. Head Track	0.075	2,558	2,686	2,814	2,942
M.S. Assistant Track (3)	0.065	2,217	2,328	2,439	2,549

**ELEMENTARY SUPPLEMENTALS**

Elem. Grade Level Chair (6)	0.030	1,023	1,074	1,125	1,177
Elem. Safety Patrol Advisor	0.015	512	537	563	588
Elem. Student Council Advisor	0.035	1,194	1,253	1,313	1,373
Elem. Yearbook Advisor	0.030	1,023	1,074	1,125	1,177

## ARTICLE XXXVII

### PAY PERIODS

The Board shall pay salaries, inclusive of yearly supplementals that are in effect at the beginning of the school year, in twenty-six (26) installments, on a bi-weekly basis, no later than Friday. In a year in which a twenty-seventh (27<sup>th</sup>) pay would occur by operation of the calendar, there shall be a three (3) week hiatus between the first and second pays in July.

During the summer months, the Treasurer will forward the bargaining unit member's pay information for each pay to the e-mail address specified by the employee.

Each employee is required to have his/her pay electronically deposited into a financial institution for which direct deposit is available.

The Treasurer shall normally distribute salary notices to bargaining unit members no later than July 1 for the succeeding school year. However, when the salary schedule for the succeeding year has not been agreed upon by July 1, the Treasurer shall then distribute salary notices within thirty (30) days after the new salary schedule has been established.

## ARTICLE XXXVIII

### ENROLLMENT IN 403(b) PLAN

Any bargaining unit member may enroll in the Elmwood Local Schools 403(b) Plan in accordance with the terms of the Plan.

## ARTICLE XXXIX

### WORK YEAR/WEEK/DAY

#### WORK YEAR

##### A. Calendar

The Board, with direct input from the Association, shall determine annually the days and the hours when school shall be in session for instructional purposes. The regular contract year for a bargaining unit member shall be no more than one hundred eighty-four (184) days and shall consist of the following:

180 Days Instruction
2 Days Teacher In-service*
<u>2 Days Teacher Workdays**</u>
184 Days

The in-service days may be held at any point within the school year. Conditioned upon approval of additional "waiver days" by the state department, the number of

teacher in-service days may be increased and the number of days of instruction correspondingly decreased in any year of the Agreement.

In January of each year, the Superintendent will submit three (3) calendars to the Association Executive Committee for the upcoming school year(s) for review and input. The faculty will vote on the three calendars. A building representative from each building will submit the results of the voting to the Association President who shall submit the vote count results to the Superintendent. Both parties agree that the voting in no way binds the Superintendent or the Board in adopting a school calendar.

- \* Up to one-half of the first day shall be used at the Superintendent's discretion. The balance of the day shall be used by the staff member for classroom preparation. The bargaining unit members shall be expected to be in their assigned building(s) the same length of time as any other work day. The program for the remaining in-service day(s) shall be at the discretion of the Superintendent.
- \*\* Up to one-half of the first teacher work day shall be used at the Superintendent's discretion on topics such as curriculum development, departmental meetings and development of classroom materials.

## **B. Calamity Days**

All employees shall be paid the appropriate rate of pay for all days or part of a day when schools are closed due to a disease epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment necessary to the school's operation, damage to a school building, temporary circumstances due to a utility failure rendering the school building unfit for use, or other public calamity.

Should it become necessary to make up any days missed; the Association and the Administration shall jointly determine the length of the work day(s) and when such day(s) shall be worked.

## **Work Week**

The work week shall be Monday through Friday.

## **Work Day**

The normal full-time work day for bargaining unit members shall be no more than seven and one-fourth (7-1/4) hours inclusive of planning-conference time and a thirty (30) consecutive minute duty free lunch.

All bargaining unit members assigned to the middle school and high school levels shall be provided the equivalent of five (5) class periods per week to be used as planning-conference time.

Each elementary certificated/licensed staff member shall be guaranteed a minimum of two hundred (200) minutes per week of planning time during the student day. The aforementioned 200 minutes will be distributed as evenly as possible to assure the certificated/licensed staff member conference time during every work day. Providing this conference period for each staff member shall not be cause to extend the elementary certificated/licensed staff member's work day. In an effort to address educational and/or professional concerns (intervention, parent and student conferences, etc.), except under exigent circumstances, the Board will not utilize regular elementary classroom teachers for lunch time recess duty.

The work day shall include appropriate time to carry out teacher responsibilities outside of the student school day, and such time shall be free of other supervision responsibilities except under emergencies or extenuating circumstances.

## **ARTICLE XL**

### **RESIDENT EDUCATOR MENTORING PROGRAM**

- A. The Board will implement a four-year Resident Educator Mentoring Program for newly licensed teachers in accordance with Ohio Law and consistent with standards established by the Ohio Department of Education (ODE).
- B. A bargaining unit teacher who applies to become a mentor under the Program will be given consideration. Applications are to be submitted to the Superintendent on the prescribed form. It is preferred that an applicant have a continuing contract with a minimum of three (3) years of teaching experience and that the applicant also hold a valid teaching certificate/license in the same area as the assigned resident educator teacher.
- C. A successful applicant will be provided any State-mandated mentor training at Board expense. Release time will be provided for such training. No mentor shall be assigned more than two (2) resident educator teachers per year.
- D. A mentor will consult with and assist his/her assigned resident educator teacher in accordance with applicable ODE and District standards. Release time for mentoring activities will be separated from any other release time addressed in this Agreement and be coordinated by the Superintendent and/or principal.
- E. A resident educator teacher will receive orientation on the nature and operation of the Program within the first fifteen (15) calendar days after entering the Program. Unless otherwise required by law, a resident educator teacher will not be required to complete an IPDP or utilize the LPDC process.
- F. A mentor does not have a formal evaluative role and shall not participate in any formal or informal evaluation of the resident educator teacher. The mentor's primary role is to support and assist the professional growth of the resident educator teacher using formative assessment tools.

- G. A mentor shall not be requested or directed to make a recommendation on the continued employment of a resident educator teacher.
- H. Other than a notation to the effect that a teacher served as a mentor in the Program, a mentor's participation and activities in the Program will not be part of the mentor's evaluation as a District teacher.
- I. Communications between the mentor and the resident educator teacher shall be kept confidential to the extent permitted by law.
- J. Mentors and resident educator teachers are encouraged to submit recommendations for improving the Program to the Superintendent and Association President by May 1 of each school year.
- K. A mentor will be compensated as follows: \$750 (first year mentorship); \$500 (second year); \$250 (third year); and \$250 (fourth year, if applicable).

## **ARTICLE XLI**

### **MEDICATION AND NURSING PRACTICES**

A member of the bargaining unit, other than a school nurse, shall not be required, on a routine basis, to dispense medication, either prescription or over the counter medication, nor perform nursing practices.

## **ARTICLE XLII**

### **DISCIPLINE**

No employee will be disciplined arbitrarily or capriciously. The Board agrees to follow traditional principles of progressive discipline, recognizing that some or all preliminary progressive levels may be bypassed in a case of serious misconduct. The progressive levels of discipline are:

- A. Documented verbal warning;
- B. Written Reprimand;
- C. Unpaid Suspension; and
- D. Termination.

A documented verbal warning or written reprimand may be imposed by the employee's principal or the Superintendent. A documented verbal warning will be placed in an administrative file and a written reprimand will be placed in the employee's personnel file. An unpaid suspension may be imposed by the Superintendent. Only the Board may terminate an employee. Except for a termination, discipline may be grieved under Article XIV of this Agreement. Termination of an employee's contract shall be for good and just cause according to ORC Section 3319.16 and related statutes, and, if challenged will be processed in accordance with the procedures that appear in these statutes. Termination, therefore, is not grievable, under Article XIV of this Agreement.

An employee is entitled, upon request, to an Association representative at any meeting held under this Article.

No provision of this Article or any other part of this Agreement shall apply to the release of an employee under ORC Section 3319.39, it being mutually understood that any such release is governed exclusively by the provisions of that statute.

## **ARTICLE XLIII**

### **AMENDMENT BY LAW**

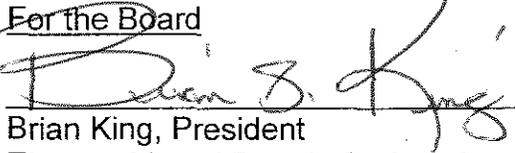
If any portion of this Agreement is in violation of any statutes of the State of Ohio, then that portion in disagreement shall be considered null and void. The parties shall meet within 45 days to work out the details of modification of the language so that it conforms with the law change.

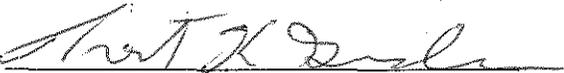
ARTICLE XLIV

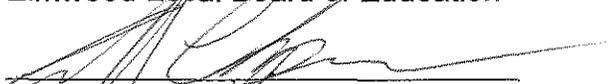
PERIOD OF CONTRACT

The period of this Agreement will run from 12:00 midnight on July 1, 2013 and remain in full effect until 12:00 midnight on June 30, 2016.

For the Board

  
Brian King, President  
Elmwood Local Board of Education

  
Trent Snowden, Vice President  
Elmwood Local Board of Education

  
Jeff Chapman, Board Member  
Elmwood Local Board of Education

  
Melanie Davis, Board Member  
Elmwood Local Board of Education

  
Ryan Lee, Board Member  
Elmwood Local Board of Education

  
Tony D. Borton, Superintendent  
Elmwood Local Board of Education

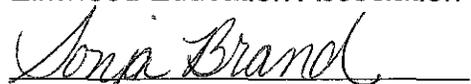
  
LuAnn Vanek, Treasurer  
Elmwood Local Board of Education

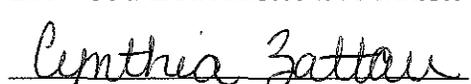
For the Association

  
Heidi Bench, President  
Elmwood Education Association

  
Steven Novak, Negotiator  
Elmwood Education Association

  
Stephanie Ebersole, Negotiator  
Elmwood Education Association

  
Sonja Brand, Negotiator  
Elmwood Education Association

  
Cynthia Zattau, Negotiator  
Elmwood Education Association

APPENDIX A

ELMWOOD LOCAL SCHOOLS  
TUITION APPROVAL/REIMBURSEMENT FORM

Name: \_\_\_\_\_ Building and Assignment: \_\_\_\_\_

Area Listed on current Teaching

Certificate(s): \_\_\_\_\_

Course Requested for Approval (Title & Number): \_\_\_\_\_

Date to Begin: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Tentative Date to be Completed: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Institution \_\_\_\_\_ Location of Institution \_\_\_\_\_

Amount Requested: \_\_\_\_\_ (Maximum \$2,000)

In the space below describe how this course is directly related to your current teaching assignment / duties:

Please submit evidence of tuition payment and final grade when received. (Instructional Fees)

For Office Use Only

\_\_\_\_\_  
Number

\_\_\_\_\_  
Date Received by Superintendent

\_\_\_\_\_  
Approved by Superintendent (Signature)

- If the date of completion cannot be substantiated, the date that the course grade is posted on the transcript will serve as the date completed.

Academic courses must directly relate to the teacher's assigned classes or duties, be directly related to the certification subjects listed on the teacher's certificate/license or otherwise be in the area of education, and the teacher must be accepted as a student in an institution whose credits are recognized by the Ohio Department of Education. All courses must be approved by the Superintendent. To be eligible, teachers must complete the class application form and obtain the approval of the Superintendent before taking any course work. Failure to receive this pre-approval will disqualify the course work for reimbursement.

Total amount requested: \$ \_\_\_\_\_

No changes can be made to the manner of reimbursement after submission of this form.

**APPENDIX B  
FORMAL GRIEVANCE FORM**

Name of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

Building \_\_\_\_\_ Assignment \_\_\_\_\_

Date Cause of grievance occurred \_\_\_\_\_ Step of Grievance \_\_\_\_\_

Statement of grievance (including specific provision(s) of the agreement alleged to have been violated). \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Disposition \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Grievant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

EEA President's Signature \_\_\_\_\_ Date \_\_\_\_\_

Receipt of above form should be recorded at each step.

Delivered by \_\_\_\_\_ Date \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_

Through the Formal Grievance Procedure, the following shall each receive a copy of the decision at each level: Grievant, Association President(s), OEA Representative.

APPENDIX C

Date \_\_\_\_\_

INTEREST INVENTORY

1. Name \_\_\_\_\_ Home Phone \_\_\_\_\_  
Address \_\_\_\_\_ If unable to contact, call person listed below  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_
2. Present Assignment \_\_\_\_\_
3. Assignment(s) (including supplemental assignments) for which you would like to be considered \_\_\_\_\_  
\_\_\_\_\_
4. Certificate(s) held \_\_\_\_\_
5. Certificate(s) for which you are preparing \_\_\_\_\_  
\_\_\_\_\_
6. Courses currently being taken \_\_\_\_\_  
\_\_\_\_\_
7. Courses planned for the immediate future \_\_\_\_\_  
\_\_\_\_\_
8. Date of first service in Elmwood District \_\_\_\_\_
9. Summary of Experience in District \_\_\_\_\_  
\_\_\_\_\_
10. Summary of Experience in Other Districts \_\_\_\_\_  
\_\_\_\_\_

This form should be completed and submitted to the office of the Superintendent by any teacher who wishes to be considered for transfer to another position. It will be kept on file and used as a reference source as vacancies occur within the district. The teacher submitting the form may withdraw it or update the information at any time



**APPENDIX E**  
**PROFESSIONAL LEAVE REQUEST FORM**

\_\_\_\_\_  
Today's Date

I, \_\_\_\_\_, \_\_\_\_\_  
Name building, grade, subject or area

Request the \_\_\_\_\_ for a professional meeting.  
Date of leave

Professional meeting - \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimate of expenses:      Food \_\_\_\_\_  
   Travel \_\_\_\_\_  
   Lodging \_\_\_\_\_  
   Registration \_\_\_\_\_  
   Total \_\_\_\_\_

\_\_\_\_ Acceptable and/or approved  
\_\_\_\_ Unacceptable and/or unapproved      \_\_\_\_\_ Principal or supervisor,      \_\_\_\_\_ Date

\_\_\_\_ Acceptable and/or approved  
\_\_\_\_ Unacceptable and/or unapproved      \_\_\_\_\_ Superintendent,      \_\_\_\_\_ Date

Please refer to the policies on file at your building before filling this out.

If not general fund, please list the grant paying for this professional meeting:

\_\_\_\_\_

APPENDIX F

REMINDER MEMO AND APPLICATION  
FOR  
ADVANCEMENT ON THE SALARY SCHEDULE

TO: All Staff

FROM: The Administrative Office

DATE:

RE: Salary Advance For: circle one: MAY 1 DEADLINE: for September advancement

SEPTEMBER 1 DEADLINE for February advancement

A reminder that any certificated employee who anticipates advancing to a higher classification on the salary schedule next fall or spring as a result of earning additional graduate credit must complete a SALARY SCHEDULE ADVANCEMENT NOTICE. When completed, this form must be delivered to the Office of the Treasurer by May 1 for September 1 advancement; or by September 1 for a February increase. Check the Master Agreement if you need to review this provision provided in Article XXXIII.

Below is the SALARY SCHEDULE ADVANCEMENT NOTICE. Complete and return if you will be qualifying for advancement. If you have any questions please feel to contact the Office of the Treasurer.

**SALARY SCHEDULE ADVANCEMENT NOTICE**

This will serve as notice that I will have the necessary credits to move to the following higher classification on the Salary Schedule:

Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_ Bachelor's + 15                      \_\_\_\_ Master's Degree                      \_\_\_\_ Master's + 30

\_\_\_\_ Bachelor's + 150                      \_\_\_\_ Master's + 15

I will have the credit to advance at:

\_\_\_\_ Beginning of school year                      \_\_\_\_ Beginning of 2<sup>nd</sup> semester

\_\_\_\_ Official transcript attached

\_\_\_\_ Official transcript will be forwarded. By whom and when: \_\_\_\_\_

Please forward completed notice and any applicable transcript(s) to the Office of the Treasurer. If not hand delivering, please contact the treasurer within three days to verify its receipt.

## APPENDIX G

### PROCEDURE FOR CONSIDERATION OF CONTINUING CONTRACT STATUS

Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by October 15 of the school year in which the teacher becomes eligible. The teacher must have on file by March 1 of the school year of tenure eligibility either:

- A. A Professional, Permanent or Life teacher's certificate issued by the Ohio Department of Education; or
- B. If the teacher was initially issued a teacher's certificate or educator's license before January 1, 2011, a Professional Educator's License, Senior Professional Educator License, or Lead Professional Educator License issued by the Ohio Department of Education and proof of either of the following:
  - 1.) If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
  - 2.) If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of such teaching certificate or license; or.
- C. If the teacher never held a teacher's certificate and was initially issued an educator's license on or after January 1, 2011 and has held an educator's license for at least seven (7) years, a Professional Educator's License, Senior Professional Educator License, or Lead Professional Educator License issued by the Ohio Department of Education and proof of either of the following:
  - 1.) If a master's degree was not held at the time of initially receiving a teaching an educator's license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since the initial issuance of that license; or
  - 2.) If a master's degree was held at the time of initially receiving a teaching an educator's license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of that license.

The teacher must have taught for at least three (3) of the last five (5) years in the District. If the teacher attained continuing contract status in another Ohio school district, the teacher must have served at least two (2) years in the District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board tenure is approved prior to the expiration of this two-year period.



## TEACHER EVALUATION

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

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

### Purpose:

The purposes of teacher evaluation are:

1. To ensure teaching methods are being facilitated to promote high quality classroom instruction.
2. To create a learning environment that promotes a high level of student learning and achievement.
3. To encourage and promote professional growth as an individual and members of a learning community.
4. To make sound administrative decisions.
5. This plan shall not be used for any merit pay schedule.

The Board and the Elmwood Education Association (Association) agree to establish and maintain an ongoing Teacher Evaluation/Student Growth Measures Committee, with continuing participation by District teachers for the express purpose of recommending necessary changes to the Board for the appropriate revision of the Evaluation Process. The committee will contain an equal number of Association members and administrators. It will have no authority to negotiate wages, hours or terms and conditions of employment.

### Definitions:

**A. Evaluation Procedure:** The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

**B. Ohio Teacher Evaluation System (OTES):** The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.

**C. Evaluation Framework:** The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

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**D. Evaluation Factors:** The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty (50) percent and teacher performance at fifty (50) percent.

**E. Student Growth Measure (SGM):** Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM results are reported as: most effective, above average, average, approaching average and least effective.

**F. Teacher Performance:** The assessment of a teacher's performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

**G. Evaluator:** An evaluator must be a full-time, credentialed contracted employee of the District. The evaluator shall not be a bargaining unit member. An evaluator shall be the teacher's immediate supervisor to the extent possible. Each evaluator is required to successfully complete state-mandated evaluator credentialing training and to pass the State's credentialing assessment.

**H. Evaluation Rating:** The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty (50) percent of the evaluation rating is based on student growth measures as provided for in this agreement and fifty (50) percent of the evaluation rating is based on a teacher performance rating as provided for in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing or Ineffective.

**I. Evaluation Cycle:** The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered are combined with the performance ratings resulting from performance assessments that are conducted for the current school year to assign an evaluation rating.

**J. Evaluation Instrument:** The process and forms used by the teacher's evaluator. The instrument is located in Appendix A to this agreement.

**K. Student Learning Objective (SLO):** A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.

  
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L. **Ohio Teacher and Principal Evaluation Systems (eTPES):** The method used by the District to electronically report to ODE aggregate final, summative teacher evaluation ratings.

M. **Teacher:** For purposes of the evaluation process, "teacher" means licensed instructors who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one of the following:

- A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2006; or
- D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to the OTES based evaluation. Full time bargaining unit members who do not meet the definition will be evaluated utilizing the current evaluation procedures of the collective bargaining agreement in effect between the Board and the Association.

**Standards Based Teacher Evaluation:**

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

Each teacher evaluation will result in an effectiveness rating of:

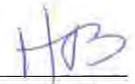
- A. accomplished;
- B. proficient;
- C. developing; or
- D. ineffective

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

The Superintendent shall annually cause to be filed a report to the Department of Education as required by the Ohio Revised Code.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein and approved by the Student Learning Objectives (SLO) committee.

  
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### Assessment of Teacher Performance:

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." A walk through form will be used by all evaluators. Such performance, which will comprise fifty-percent (50%) of a teacher's effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based on the *Ohio Standards for the Teaching Profession*. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

### Formal Observation and Classroom Walkthrough Sequence:

- A. All instructors who meet the definition of "teacher" under R.C. 3319.111 and this policy shall be evaluated based on at least two (2) formal observations and a minimum of 2 classroom walkthroughs each school year. The first evaluation cycle will be between September 15 and January 25 and the second cycle between January 1 and April 30.
- B. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations in addition to classroom walkthroughs as above.

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

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

Any long term absence of five or more consecutive days by the teacher or administrator during the evaluation cycle shall extend all timelines in the teacher evaluation and teacher nonrenewal procedures at a minimum by the length of the teacher or administrator absence or as otherwise agreed to by the teacher and administrator with the concurrence of the association.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric."

### Formal Observation Procedure:

- A. All formal observations shall be preceded by a conference between the evaluator and the employee within three working days prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The pre observation form is found in Appendix B.



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- B. The observation should be conducted for an entire class period, lesson or a minimum of 30 minutes.
- C. A post-observation conference shall be held after each formal observation with in two (2) weeks of the observation.
- D. Formal observations shall not unreasonably disrupt and/or interrupt the learning environment.

**Informal Observation/Classroom Walkthrough Procedure:**

- A. Classroom walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.
- B. Evidence gathered from the walkthrough must be shared with or made available to the teacher.
- C. A walkthrough shall be no longer than ten (10) minutes.
- D. Walkthrough forms found in Appendix C need to be completed by the evaluator. Additional walk through forms and tools can be approved by the SGM committee.

**Assessment of Student Growth:**

In determining student growth measures, the evaluator will use the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. This is demonstrated, depending on teaching assignment, through a combination of Value-Added reports and/or Student Learning Objectives (SLOs) as prescribed under state law.

An SLO must be based upon the criteria as prescribed by law and approved by the District's Teacher Evaluation/Student Growth Measures Committee. Such committee shall consist of representatives from both the administration and the Association and shall be charged with overseeing the SLO process.

**Teacher Evaluation/Student Growth Measures (SGMs) Committee:**

- A The Association and the Board agree to establish a standing joint Teacher Evaluation/SGM committee for the sole purpose of assessing, reviewing, and approving the many facets of SGMs and providing professional development in the area of SGMs for the employees of Elmwood Local Schools. In addition the committee will meet to review the Teacher Evaluation procedure and process, including the evaluation instrument.



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**A. Committee Composition**

1. The committee shall be comprised of two (2) Association members appointed by the Association President, and two Administrators appointed by the Superintendent. In addition each party may appoint up to one (1) ad hoc non-voting member to assist and/or attend committee meetings.
2. The members of the committee shall be of the broadest spectrum of grade levels and disciplines as possible.

**B. Committee Operation**

1. The committee shall be chaired jointly by a committee member from the Association and a committee member from Administration.
2. Members of the committee will receive trainings in the writing of Student Learning Objectives (SLOs), Value-Added, and any other training that may become necessary for the committee.
3. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.
4. Committee agendas will be developed jointly by the co-chairpersons of the committee.
5. All decisions will be approved by a majority of the committee.
6. Members of the committee shall receive release time or compensation for work outside the contractual work day for committee work and training.
7. The committee shall be authorized to utilize consultant(s) (examples are, but not limited to, educational consultants, software consultants, SGM trainers, etc.) as deemed appropriate. The cost, if any, shall be borne by the Board and must be approved by the superintendent.

**C. Compensation**

Any committee work required outside the contractual work day will be paid at the contractual special rate of pay.

**E. Committee Authority**

1. The SGM committee is responsible to jointly recommend the policies and procedures for the student growth portion of the evaluation procedures to the Association and the Board.
2. The SGM committee shall not have the authority to negotiate wages, hours, or terms and conditions of employment.



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**Final Evaluation Procedures:**

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

**Teacher Performance**

		4	3	2	1
Student Growth Measure	Above	Accomplished	Accomplished	Proficient	Developing
	Expected	Proficient	Proficient	Developing	Developing
	Below	Developing	Developing	Ineffective	Ineffective

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher’s personnel file. Copies, signed by both parties, shall be provided to the teacher and the superintendent.

Teachers who disagree with the rating of performance and/or the summative or overall evaluation rating shall be allowed to make a request to the superintendent for a different evaluator for the next school year. The superintendent and EEA President will consult on the request. The Superintendent’s decision is final.

A teacher shall be entitled to Association representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

**Professional Growth Plans and Professional Improvement Plans:**

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

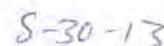
- A. Teachers whose performance rating indicates above expected levels of student growth will develop a professional growth plan.



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- B. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator.
- C. Teachers whose performance rating indicates below expected levels of student growth will have a professional improvement plan developed in consultation with their credentialed evaluator.

The professional improvement plan shall include:

1. Specific performance expectations, resources and assistance to be provided;
2. Timelines for its completion;

### **Core Subject Teachers - Testing for Content Knowledge:**

Beginning with the 2015-2016 school year, core subject area teachers must register for and complete all written examinations of content knowledge selected by the Ohio Department of Education if the teacher has received an effectiveness rating of "Ineffective" on his/her annual evaluation for two (2) of the three (3) most recent school years.

### **Professional Development/Training/Financial Resources:**

On-going training on the teacher evaluation procedure will be provided, at Board expense, for all credentialed evaluators and all teachers as needed and paid for using the professional development money under Article XX of the negotiated agreement.

### **Retention and Promotion Decisions/Removal of Poorly Performing Teachers:**

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

Nothing in the evaluation process will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Elmwood Education Association. The evaluation system and procedures set forth shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under these procedures. The Board reserves the right to nonrenew a teacher evaluated under these procedures in accordance with R.C. 3319.11.



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**Final thoughts:**

If HB 153's revisions of the Ohio Revised Code section 3319.17 are repealed, the evaluation system procedure set forth in the 2010-2013 Master Agreement shall apply, to the extent permitted by law.

If any portion of this evaluation system is changed in law, the Board and the Association will meet to agree upon those changes.

This Evaluation System matches Board Policy 3220 and this is a reminder that the Evaluation System and the Policy must both be addressed when making a change.

**Attachments:**

- |            |   |
|------------|---|
| Appendix A | OTES Teacher Performance Evaluation Rubric            |
| Appendix B | OTES Pre-Observation Form(s)                          |
| Appendix C | OTES Walkthrough Form(s)                              |
| Appendix D | Guidance and Counseling Evaluation Form               |
| Appendix E | School Nurse Evaluation Form                          |
| Appendix F | Media Personnel Evaluation Form                       |
| Appendix G | Speech, Language, and Hearing Therapy Evaluation Form |

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Association President

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

# APPENDIX A

## ELMWOOD LOCAL SCHOOLS

### Ohio Teacher Evaluation System TEACHER OTES EVALUATION INSTRUMENT

### Assessment of Teacher Performance

#### Teacher Performance Evaluation Rubric

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

INSTRUCTIONAL PLANNING		Ineffective	Developing	Proficient	Accomplished
INSTRUCTIONAL PLANNING	<b>FOCUS FOR LEARNING</b> (Standard 4: Instruction)  <i>Sources of Evidence:</i> Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measurable goals.	The teacher demonstrates a focus for student learning, with appropriate learning objectives that include measurable goal(s) for student learning aligned with the Ohio standards. The teacher demonstrates the importance of the goal and its appropriateness for students.	The teacher establishes challenging and measurable goal(s) for student learning that aligns with the Ohio standards and reflect a range of student learner needs. The teacher demonstrates how the goal(s) fit into the broader unit, course, and school goals for content learning and skills.
	Evidence				
	<b>ASSESSMENT DATA</b> (Standard 3: Assessment)  <i>Sources of Evidence:</i> 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.
	Evidence				

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

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

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

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
	<p><b>RESOURCES</b> (Standard 2: Content; Standard 4: Instruction)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations</p>	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.
	<b>Evidence</b>				

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

Instruction and Assessment					
		Ineffective	Developing	Proficient	Accomplished
INSTRUCTION AND ASSESSMENT	<p><b>ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)</b></p> <p><i>Sources of Evidence:</i>                      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>
	Evidence				

Professionalism		Ineffective	Developing	Proficient	Accomplished
<b>PROFESSIONALISM</b>	<p><b>PROFESSIONAL RESPONSIBILITIES</b> (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>
	<b>Evidence</b>				

# Elmwood Local Schools Pre-Observation Form

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?

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OHIO TEACHER EVALUATION SYSTEM

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**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?

ELMWOOD LOCAL SCHOOLS  
Informal Observation Walkthrough Checklist

APPENDIX C

Teacher/Grade/Subject: \_\_\_\_\_ Date: \_\_\_\_\_

Legend: ✓ - Evidence      NO-Not Observed

Forms of Student Engagement	Classroom Environment	Instructional Practices
<p><b>Whole Class</b></p> <ul style="list-style-type: none"> <li><input type="radio"/> Asking &amp; responding</li> <li><input type="radio"/> Listening &amp; note taking</li> <li><input type="radio"/> Discussion participation</li> <li><input type="radio"/> _____</li> </ul> <p><b>Small Group</b></p> <ul style="list-style-type: none"> <li><input type="radio"/> Students have defined responsibilities</li> <li><input type="radio"/> Students Collaborating</li> <li><input type="radio"/> Presenting</li> <li><input type="radio"/> Centers/learning stations</li> <li><input type="radio"/> _____</li> </ul> <p><b>Individual</b></p> <ul style="list-style-type: none"> <li><input type="radio"/> Independent production of product</li> <li><input type="radio"/> Presenting</li> <li><input type="radio"/> Silent work</li> <li><input type="radio"/> Writing activity</li> <li><input type="radio"/> Researching information</li> <li><input type="radio"/> _____</li> </ul>	<p><b>Classroom Appearance</b></p> <ul style="list-style-type: none"> <li><input type="radio"/> Organized and neat</li> <li><input type="radio"/> Visual Aids present</li> <li><input type="radio"/> _____</li> </ul> <p><b>Classroom Management</b></p> <ul style="list-style-type: none"> <li><input type="radio"/> Routines are evident</li> <li><input type="radio"/> Evidence of student understanding of classroom rules and expectations</li> <li><input type="radio"/> Positive behavior is reinforced</li> <li><input type="radio"/> Negative behavior is addressed</li> <li><input type="radio"/> Teacher circulates the room</li> <li><input type="radio"/> Time is used effectively</li> <li><input type="radio"/> _____</li> </ul> <p><b>Classroom Culture</b></p> <ul style="list-style-type: none"> <li><input type="radio"/> Respectful and positive student-teacher relationships are evident</li> <li><input type="radio"/> Students are comfortable sharing ideas and asking questions</li> <li><input type="radio"/> Students respecting fellow students</li> <li><input type="radio"/> _____</li> </ul>	<p><b>Evidence of Lesson Planning</b></p> <ul style="list-style-type: none"> <li><input type="radio"/> Statement or evidence of Learning Objectives</li> <li><input type="radio"/> Lesson plan available</li> <li><input type="radio"/> Materials prepared in advance</li> <li><input type="radio"/> Materials easily accessible</li> <li><input type="radio"/> _____</li> </ul> <p><b>Lesson Delivery</b></p> <ul style="list-style-type: none"> <li><input type="radio"/> Think-alouds</li> <li><input type="radio"/> Re-teaching</li> <li><input type="radio"/> "I do, we do, you do"</li> <li><input type="radio"/> Guided Practice</li> <li><input type="radio"/> Lecture/Presentation</li> <li><input type="radio"/> _____</li> </ul> <p><b>Instructional Materials</b></p> <ul style="list-style-type: none"> <li><input type="radio"/> Manipulative/hands on tools are used</li> <li><input type="radio"/> Technology equipment used by teacher to enhance lesson delivery</li> <li><input type="radio"/> Technology used by students to master grade level standards</li> <li><input type="radio"/> Reproductions used to enhance instruction</li> <li><input type="radio"/> _____</li> </ul>
<p>Administrator Comments:</p> <hr/> <hr/>		
<p>Teacher Comments:</p> <hr/> <hr/>		

**APPENDIX D  
ELMWOOD LOCAL SCHOOLS  
GUIDANCE AND COUNSELING EVALUATION INSTRUMENT  
EVALUATION FORM**

School Counselor: \_\_\_\_\_ Date: \_\_\_\_\_

Administrator: \_\_\_\_\_ Building: \_\_\_\_\_

**Key to Ratings: E = Excellent S = Satisfactory U = Unsatisfactory**

**Competency A:** Demonstrates the ability to plan and deliver guidance services.

**E S U**      Comments/Recommendations:

**Competency B:** Demonstrates knowledge of counseling techniques and student development.

**E S U**      Comments/Recommendations:

**Competency C:** Demonstrates the ability to utilize group management techniques.

**E S U**      Comments/Recommendations:

**Competency D:** Shows sensitivity to student needs by maintaining a positive school climate.

**E S U**      Comments/Recommendations:

**Competency E:** Demonstrates ability to assess student/program needs for academic support.

**E S U**      Comments/Recommendations:

**Competency F:** Demonstrates ability to communicate effectively with parents, students, and staff.

**E S U**      Comments/Recommendations:

**Competency G:** Demonstrates willingness to assume general professional responsibilities

**E S U**      Comments/Recommendations:

**Competency H:** Shows evidence of professional characteristics.

**E S U**      Comments/Recommendations:

**Overall Evaluation: Excellent Satisfactory Unsatisfactory**

Major Strengths:

Items in Greatest Need of Strengthening:

Short-Range Goals:

Long-Range Goals:

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In the event of an overall unsatisfactory evaluation, administrator and school counselor will develop an agreed upon action plan for professional growth outlining personal and programmatic goals.

This evaluation has been reviewed with the school counselor and all parties are in agreement with the final assessment.

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School Counselor Signature/Date

---

Administrator Signature/Date

## SCHOOL COUNSELOR OBSERVATION INSTRUMENT

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

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

Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

**Directions:** This instrument is to be used for further evaluation of the competencies. Place a check by the indicator for the behaviors observed in the school counselor.

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### A. Demonstrates the Ability to Plan and Deliver Guidance Services

#### Indicators

- \_\_\_\_\_ 1. Plans and implements programs based on student and school needs.
- \_\_\_\_\_ 2. Makes effective use of time.
- \_\_\_\_\_ 3. Shows evidence of flexible procedures.
- \_\_\_\_\_ 4. Uses supplemental materials to enhance guidance services.
- \_\_\_\_\_ 5. Demonstrates knowledge of availability of community resources.
- \_\_\_\_\_ 6. Uses technology for monitoring student progress, planning of services and accessing data needed to inform decision making.
- \_\_\_\_\_ 7. Selects appropriate classroom/guidance activities.
- \_\_\_\_\_ 8. Demonstrates knowledge of district/state/federal policies regarding services.
- \_\_\_\_\_ 9. Uses evaluative information and data for program improvement.

### B. Demonstrates Knowledge of Counseling Techniques and Student Development

#### Indicators

- \_\_\_\_\_ 1. Demonstrates multicultural sensitivity.
- \_\_\_\_\_ 2. Utilizes counselor techniques that are sound, appropriate and research-based.
- \_\_\_\_\_ 3. Exhibits knowledge of child growth and development, including learning styles and theory.
- \_\_\_\_\_ 4. Keeps abreast of and utilizes current guidance and counseling developments and techniques.

### C. Demonstrates the Ability to Utilize Group Management Techniques

#### Indicators

- \_\_\_\_\_ 1. Specifies expectations for group behavior.
- \_\_\_\_\_ 2. Encourages active participation.
- \_\_\_\_\_ 3. Maintains momentum of presentation.
- \_\_\_\_\_ 4. Engages students with relevant topics and current information.
- \_\_\_\_\_ 5. Provides feedback that is constructive.
- \_\_\_\_\_ 6. Demonstrates non-verbal behavior that shows interest.

### D. Shows Sensitivity to Student Needs By Maintaining a Positive School Climate

#### Indicators

- \_\_\_\_\_ 1. Establishes/maintains rapport with students.
- \_\_\_\_\_ 2. Establishes climate of courtesy and respect.
- \_\_\_\_\_ 3. Holds reasonable expectations for student social/academic behavior.
- \_\_\_\_\_ 4. Demonstrates enthusiasm for student performance or involvement.
- \_\_\_\_\_ 5. Reinforces/rewards appropriate social/academic behavior.
- \_\_\_\_\_ 6. Treats all students fairly.

### E. Demonstrates Ability to Assess Student/Program Needs for Academic Support

#### Indicators

- \_\_\_\_\_ 1. Takes students' interests, needs and abilities into account when helping them formulate plans for the future.
- \_\_\_\_\_ 2. Demonstrates understanding of inclusion/support for under-represented students.
- \_\_\_\_\_ 3. Uses data to affect change.
- \_\_\_\_\_ 4. Demonstrates knowledge and ability to properly interpret standardized test results.
- \_\_\_\_\_ 5. Provides consultation to parents and teachers with regard to meeting needs of students.
- \_\_\_\_\_ 6. Assists in the formulation of instructional support strategies.

**F. Demonstrates Ability to Communicate Effectively.**

Indicators

- \_\_\_\_\_ 1. Is readily accessible to students, teachers, parents and administrators.
- \_\_\_\_\_ 2. Shares information with students, teachers, parents and administrators through individual consultation, presentations and supplementary materials.
- \_\_\_\_\_ 3. Facilitates communication among students, parents, school personnel and community resources.
- \_\_\_\_\_ 4. Uses effective and correct oral and written communications.
- \_\_\_\_\_ 5. Demonstrates social advocacy skills to effectively challenge the status quo in systems inequities that impede students' academic success.
- \_\_\_\_\_ 6. Responds promptly and appropriately to parental concerns.

**G. Demonstrates Willingness to Assume General Professional Responsibilities**

Indicators

- \_\_\_\_\_ 1. Adheres to school and district policy.
- \_\_\_\_\_ 2. Adheres to board adopted job description.
- \_\_\_\_\_ 3. Maintains accurate records.
- \_\_\_\_\_ 4. Conducts parent-teacher conferences to report student progress according to school board policy.
- \_\_\_\_\_ 5. Exercises due care of equipment under his/her care.
- \_\_\_\_\_ 6. Participates in school and/or district committees.

**H. Shows Evidence of Professional Characteristics and Growth**

Indicators

- \_\_\_\_\_ 1. Continues to pursue professional growth and development through workshops, seminars, course work and/or other professional activities.
- \_\_\_\_\_ 2. Demonstrates initiative and assumes responsibility.
- \_\_\_\_\_ 3. Demonstrates behaviors reflecting dignity and worth of people.
- \_\_\_\_\_ 4. Exercises good judgement.
- \_\_\_\_\_ 5. Maintains confidentiality.
- \_\_\_\_\_ 6. Maintains good attendance and punctuality.
- \_\_\_\_\_ 7. Maintains professional appearance.
- \_\_\_\_\_ 8. Exercises emotional self-control.
- \_\_\_\_\_ 9. Accepts evaluation and redirection and makes necessary changes or adjustments.

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School Counselor Signature/Date

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Administrator Signature/Date

**APPENDIX E**  
**ELMWOOD LOCAL SCHOOLS**  
**SCHOOL NURSE EVALUATION FORM**

Name of Nurse \_\_\_\_\_  
 Position \_\_\_\_\_  
 Name of Evaluator \_\_\_\_\_

Years in District \_\_\_\_\_  
 Years in Position \_\_\_\_\_  
 Position \_\_\_\_\_

Date of Observation \_\_\_\_\_ Date of Conference \_\_\_\_\_

Evaluation Reason:      Schedule \_\_\_\_\_      Request \_\_\_\_\_      Other \_\_\_\_\_

Symbols:      ME = Meets Expectations      IN = Improvement Needed      NO = No Opportunity to Observe

A "formal assessment" is defined as one that conforms to the procedures set forth in the Master Agreement, Article No. 14. The term "assessment" is used to describe the philosophy, criteria, and procedures by which professional judgements are made regarding each professional staff member's total on-the-job performance. The purpose of the assessment process is to bring about professional growth and is to be constructive in approach. Assessment will be used in considering whether the performance meets the requirement negotiated in our Master Agreement, but is not the sole determining factor of contract renewal.

- I. The school nurse is aware of the health status of the pupils in his/her schools.
  - A. To complete health assessment with appropriate health history, observation and consultation on: pupils entering school for the first time; pupils referred school staff and parents; pupil enrolled in selected grade levels.
    - 1. Maintains a confidential school health record for each pupil.
    - 2. Conducts appropriate health screenings.
    - 3. Obtains the pupil's health history
    - 4. Reviews existing medical and dental examination reports
    - 5. Consults with school staff and other professionals regarding their observations of the pupil's health status
    - 6. Informs appropriate school staff about health information.

ME	IN	NO

COMMENTS:  
Evaluator:

Nurse:

- B. To plan and implement counseling, referral, and follow-up for pupils identified as having health needs.
  - 1. Interprets the nature and significance of health problems to assist the pupil and parent to assume responsibility for obtaining care.
  - 2. Maintains and interprets information about the health care resources available and promotes appropriate contact with the agency or provider.
  - 3. Follows up to determine that the pupil's health needs received professional care and school adjustments recommended by the health care provider are understood by the school staff.

ME	IN	NO

COMMENTS:  
Evaluator:

Nurse:

- II. The School nurse is a leader of the school health team concerned with communicable disease control.
  - A. To assist school personnel, pupils, and parents to understand and comply with communicable disease control requirements and current practices.
    - 1. Maintains documentation of student visits and actions taken
    - 2. Provides in-services to faculty and auxiliary help regarding care of illness and injury.
    - 3. Reviews current emergency medical authorization forms for each student.
    - 4. Provides for safe and adequately supplied first aid rooms.
    - 5. Periodically reviews and recommends changes if needed in procedures related to medical and dental emergencies, including who is responsible for first aid when the nurse is not in the building.

ME	IN	NO

COMMENTS:  
Evaluator:

Nurse:





- V. The school nurse is the health professional on the educational support team.
  - A. To assume tasks and responsibilities appropriate for a certified school nurse.
    - 1. Assumes personal responsibility for professional growth and continuing education.
    - 2. Participates in professional organizations.
    - 3. Evaluates and improves school health service programs.
    - 4. Maintains the highest standards of nursing ethics and practice.
    - 5. Promotes school health services as a positive influence on community health standards.
  - B. To maintain confidentiality in conjunction with nursing duties.
    - 1. Fulfills goals, objectives, and activities in a confidential manner, sharing information with appropriate professional staff and/or parent(s), guardian(s).

ME	IN	NO

COMMENTS:  
Evaluator:

Nurse:

General comments by administrator:

General comments by nurse:

Goals (mutually agreed upon in conference)

Recommendations for contract considerations at this time would be:

\_\_\_\_ Favorable                      \_\_\_\_ Questionable                      \_\_\_\_ Unfavorable

\_\_\_\_\_  
 Administrator's Signature

\_\_\_\_\_  
 Nurse's Signature

Signature indicates that the written assessment has been seen and discussed.



2. Provides in-service and aid concerning AV equipment and software.
3. Represents the school on various library/media associated committees.
4. Responsible for daily AV requests/distribution.
5. Informs library users of all new acquisitions.
6. Is an active partner in curriculum planning.

ME	IN	NO

COMMENTS:  
Evaluator:

Media Specialist:

**B. MANAGEMENT**

1. Maintains an atmosphere conducive to study and research.
2. Does material selection and ordering with input from students and staff.
3. Administers media budget.
4. Is responsible for AV repairs.
5. Maintains accurate records of budgeting, circulation, and attendance.
6. Supervises and instructs student aides.
7. Adaptability/flexibility
8. Assumes responsibility for supervisory duties
9. Provides for proper communication among student/student and teacher/student

ME	IN	NO

COMMENTS:  
Evaluator:

Media Specialist:

C. PERSONAL ATTRIBUTES

1. Has neat, well-groomed appearance.
2. Shows sincere interest in all students.
3. Is refined in action (posture, etc.)
4. Uses good oral and written language, No profanity

ME	IN	NO

COMMENTS:

Evaluator:

Media Specialist:

D. PROFESSIONAL STAFF ATTRIBUTES

1. Evidences loyalty toward established building policies and procedures.
2. Evidences a positive attitude when speaking of colleagues and school materials.
3. Cooperates with fellow teachers, staff, and administration.
4. Attends required building meetings.
5. Is prompt with reports
6. Is willing to perform on committees and other extracurricular functions.

ME	IN	NO

COMMENTS:

Evaluator:

Media Specialist:

General comments by administrator:

General comments by media specialist:

Goals (mutually agreed upon in conference)

Recommendations for contract considerations at this time would be:

\_\_\_\_\_ Favorable

\_\_\_\_\_ Questionable

\_\_\_\_\_ Unfavorable

\_\_\_\_\_  
Administrator's Signature

\_\_\_\_\_  
Media Specialist's Signature

Signature indicates that the written assessment has been seen and discussed.



II. DEVELOPING AND PLANNING THERAPY

1. Organizes caseload and therapy schedule effectively
2. Tailors therapy to individual needs
3. Flexible in adapting techniques and materials to the situation
4. Effectively evaluates student progress

ME	IN	NO

COMMENTS:  
Evaluator:

Teacher:

III. CLIENT INTERACTION

1. Establishes effective rapport
2. Deals with student motivation and resistance
3. Applies principles of learning (ex: behavior modification, reinforcement)
4. Works comfortably and efficiently in group and individual therapy situations

ME	IN	NO

COMMENTS:  
Evaluator:

Teacher:

IV. PERSONAL AND PROFESSIONAL QUALITIES

1. Shows awareness of professional ethics and complies with district policies and procedures
2. Is punctual and dependable
3. Exhibits rapport with staff
4. Works with classroom teachers in the integration of relevant classroom material with therapy
5. Is cooperative and flexible in accepting responsibility and change
6. Is responsive to suggestion and criticism
7. Exercises positive attitude and enthusiasm; industriousness
8. Efficiently uses coordination time
9. Shows awareness of current trends and research in speech, language, and hearing therapy

ME	IN	NO

COMMENTS:  
Evaluator:

Teacher:

General comments by administrator:

General comments by teacher:

Goals (mutually agreed upon in conference)

Recommendations for contract considerations at this time would be:

\_\_\_\_\_ Favorable                      \_\_\_\_\_ Questionable                      \_\_\_\_\_ Unfavorable

\_\_\_\_\_  
 Administrator's Signature

\_\_\_\_\_  
 Teacher's Signature

Signature indicates that the written assessment has been seen and discussed.