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COLLECTIVE BARGAINING AGREEMENT

between the

**ORRVILLE CITY BOARD OF EDUCATION
(Wayne County, Ohio)**

and the

EDUCATION ASSOCIATION OF ORRVILLE

**Effective
July 1, 2014 - June 30, 2017**



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PREAMBLE

- A. Recognizing that providing a high quality education for the children of the Orrville City Schools is the paramount aim of this School District and that good morale in the teaching staff is necessary for the best education of the children, we do hereby declare that:
1. The Board of Education, under law, has the responsibility of establishing policies for the School District.
 2. The Superintendent and his/her staff have the responsibility of carrying out the policies established.
 3. The professional teaching personnel have the responsibility of providing the best possible education in the classroom.
- B. The Orrville City School District also recognizes that the best interests of public education will be served by establishing procedures to provide an orderly method for the Board of Education and representatives of the Education Association of Orrville to discuss matters of concern that are subject to negotiations as required by the Collective Bargaining Law or required by the decisions of State Employment Relations Board (SERB), and to reach a mutually satisfactory agreement on these matters.
- C. Attainment of objectives for the educational program of the Orrville City School District requires mutual understanding and cooperation among the Board of Education, the Superintendent, his/her staff, and the teaching personnel. Therefore, free and open exchange of views is desirable and necessary with all parties participating in deliberation leading to determination of matters of concern that are subject to negotiations as required by the Collective Bargaining Law or required by the decisions of SERB.
- D. The success of the educational program depends upon the services of qualified and competent teachers who are reasonably satisfied with the conditions under which their services are performed.

ARTICLE 1- RECOGNITION OF THE ASSOCIATION

A. RIGHT TO JOIN

It is recognized that certified/licensed personnel have the right to join, or to refrain from joining, any organization for their professional or economic improvement and for the advancement of public education, but the membership in any organization shall not be required as a condition of employment as a teacher in the Orrville City School District.

B. RECOGNITION

1. The Orrville City Board of Education, hereinafter "Board," recognizes the Education Association of Orrville, hereinafter referred to as the "Association" or "EAO," as the exclusive representative for the certificated/licensed staff including Small Group Instructors (SGIs), of the Orrville City School District, excepting the Central Office administrators, the Building Principals, the Athletic Director and the school

psychologists. All bargaining unit members are to be accorded all provisions of this Contract except where specifically delineated.

ARTICLE 2 - NEGOTIATION PROCEDURE

A. NEGOTIATING TEAMS

1. While no formal agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives shall be clothed with the power necessary to make proposals, consider proposals, tentatively approve proposals or reject proposals and make counter proposals in the course of negotiations.
2. The Professional Negotiating Committee of the Association shall consist of a maximum of six (6) members. The names of the Association members shall be filed with the Superintendent by the Association President, by December 1 of each year.
3. The Professional Negotiating Committee of the Board shall consist of a maximum of six (6) members. The names of the Board members shall be filed by the Superintendent with the Association President, by December 1 of each year.

B. SCOPE OF NEGOTIATIONS

Those matters which shall be negotiable shall be those items which pertain to wages, hours, or terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of this Collective Bargaining Agreement, except as otherwise specified by Ohio Revised Code (ORC) 4117.

C. FORMAL MEETINGS

1. Either committee may call for the first formal meeting by sending a letter to either the Superintendent or the Association President. The first meeting will be scheduled on a mutually satisfactory date within fifteen (15) days of receipt of the written request.
2. The first formal meetings, each year, shall be devoted to reviewing changes or revisions of the Collective Bargaining Law followed by an exchange of proposals and an agreement on the agenda. Once the proposals are exchanged, no new items may be proposed without mutual agreement of both committees.
3. All subsequent meetings (after the first meeting) will be scheduled on mutually satisfactory dates. Meeting dates will be within seven (7) days of the preceding meeting, unless hazardous weather, illness or other mutually acceptable reasons cause an exception.
4. Written progress reports may be issued during negotiations, only if such releases have prior approval of both parties. At no time will reports be released to the news media or to anyone not employed by the Board without the mutual agreement of both, except as for purposes of professional counsel or assistance, in which case such parties shall honor the confidentiality of the negotiations process.

5. Either team may declare a recess. A recess can only commence after the time and place for the continuation of the negotiations has been determined.
6. Negotiations will be conducted beginning in February and continuing for a period of sixty (60) calendar days unless extended by mutual agreement. The only exception shall be in the case of hazardous weather, illness of team members, or other reasons mutually agreed upon.
7. During the actual bargaining sessions, no visitors will be permitted. No tape recorders or recording devices will be permitted at any bargaining sessions. Each team shall provide its own secretarial assistance. Data on any significant presentations will be presented in writing, with copies being presented to both committees.
8. Either committee may call for a caucus at any time. The team calling the caucus shall retire to another room for a period not to exceed thirty (30) minutes unless mutually agreeable to both committees.

D. AGREEMENT

1. As tentative agreement is reached on an individual item under negotiations, it shall be reduced to writing, initialed by a representative of each party, and shall not be changed except by mutual agreement of the parties.
2. When written total tentative agreement is achieved between the two (2) Professional Negotiating Committees on all items, the total tentative agreement will be signed by at least two (2) members of each committee and presented to the Association and the Board. Any item in the current Contract that is not changed through negotiations shall be carried forward automatically and be included in the new Contract.
3. Within ten (10) calendar days of the total tentative agreement, the Association shall consider the total tentative agreement for approval.
4. Once the total tentative agreement has been approved by the Association, it shall be submitted to the Board for approval at its next regular meeting.

E. MEDIATION-ALTERNATIVE DISPUTE SETTLEMENT PROCEDURE

In the event an agreement is not reached through negotiations after full consideration of the parties' issues, proposals and counterproposals, either team may declare impasse. Both parties shall request the assistance and services of the Federal Mediation and Conciliation Service. In the event that agreement is not reached through mediation by the expiration date of this Agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

F. PROVISIONS CONTRARY TO LAW

If any provision of this Negotiated Agreement is found to be in violation of the law by a Court of competent jurisdiction, then that provision shall be null and void and the law shall be followed.

G. “GOOD FAITH” BARGAINING

“Good faith” bargaining means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employees to negotiate in “good faith” at reasonable times and places with respect to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Negotiated Agreement, with the intention of reaching an agreement or resolving questions arising under the Agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal or does it require the making of a concession.

H. REOPENER

1. The parties mutually agree that negotiations may be reopened to discuss the effects of Orrville Heartland objectives, as adopted by the Board, on wages, hours, and terms and conditions of employment during the term of this Collective Bargaining Agreement.
2. Any provision of this Contract that is found illegal by a Court is not binding on any affected party. If necessary, the parties will meet as soon as possible and bargain the effects of the conflict.
3. The parties mutually agree that negotiations may be reopened to discuss new or innovative programs or new legislation passed by the State of Ohio. Negotiations will not be for economic purposes unless any of the before mentioned items effect wages, hours and terms and conditions of employment during the term of this Collective Bargaining agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. PROPOSED OBJECTIVES

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of prompt, impartial and fair hearings on their grievances. Such procedures shall be available to all teachers, and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure. The primary purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise.

B. DEFINITION OF TERMS

1. The “grievant” is defined as an employee, group of employees, or the Association who have a grievance.
2. The “Immediate Supervisor” is the Building Principal.
3. A “grievance” is a claim by a grievant of a violation, a misapplication, or a misinterpretation of the Negotiated Agreement. Any grievance shall be initiated, beginning with the informal step, within twenty (20) teacher workdays of the most recent incident or condition being grieved.

4. "Days," in reference to limitations shall refer to calendar days excluding Saturdays, Sundays, holidays and vacations for the parties involved. However, limits may be adjusted by mutual agreement. Vacation days will be limited to four (4) weeks.
5. At any level, a grievance may be withdrawn by the grievant. Failure of the alleged grievant to follow the prescribed time lines makes the grievance null and void, and the facts or circumstances upon which the grievance was based shall not be refiled.
6. Informal steps of the procedure refer to C1a and C1b, below, where there are no time line limitations or documentation (submission of forms, etc.) for the grievant or the Immediate Supervisor. Thus, the grievant has the opportunity to determine the reasonability of time and efforts on the part of the Immediate Supervisor, Superintendent, or Board to resolve the grievance and may proceed to subsequent informal steps at his/her discretion.
7. Formal steps refer to C2a through C2d, below.

C. PROCEDURE

1. Informal

- a. Discuss the grievance with the Immediate Supervisor.
- b. If the grievance is not satisfactorily resolved, meet and discuss the same with the Superintendent.

2. Formal

- a. If there is still not a satisfactory solution, the grievant shall write the grievance in triplicate on a grievance form provided by the Board, giving names of all grieving teachers and giving the facts indicating the basis for the grievance, sign it, and give it to the Immediate Supervisor. The Immediate Supervisor shall respond to the grievant within five (5) days. If satisfactory agreement is reached, the Immediate Supervisor shall write the settlement on the grievance form, cosign it with the grievant, return one (1) copy to the Association President, and one (1) copy to the Superintendent.
- b. If a satisfactory agreement is not reached, the Immediate Supervisor shall write his/her disposition on all three (3) copies and sign his/her name. He/She shall return one (1) copy to the grievant, one (1) copy to the Superintendent, and one (1) copy to the Association President. A formal hearing before the Superintendent shall be scheduled within ten (10) days of the date of the Supervisor's response.
- c. If there is no satisfactory solution within five (5) days of the Superintendent's hearing, the grievant shall, within fifteen (15) calendar days, forward to the Board Treasurer and the Federal Mediation and Conciliation Service (FMCS), a demand for arbitration. The arbitrator shall be selected from a list of seven (7) arbitrators submitted to the parties by the FMCS. The method of selection shall be alternate strike, with the striking of the first name determined by a toss of a coin. The decision of the arbitrator shall be binding on all parties. The arbitrator

shall have no power to add to, subtract from, or modify this agreement; nor shall the arbitrator's opinion amend, nullify or ignore any part of this Agreement, and may only base his/her decision on the contents of this Agreement with the exception of the "Preamble," which is a general philosophical statement and not a grievable part of the Contract. If there is any question of arbitrability, it shall be determined by the arbitrator as part of the arbitrator's decision. The Board and the Association shall equally share all costs of the arbitration process.

ARTICLE 4 – SALARIES

A. SMALL GROUP INSTRUCTORS (SGIs) Salary:
HOURLY RATE

1. SGIs shall be paid an hourly rate for each hour in quarter hour increments.

<u>Yrs. Exp.</u>	<u>7/1/2014</u>	<u>7/1/2015</u>	<u>7/1/2016</u>
0	21.23	21.44	21.66
1	22.01	22.23	22.45
2	22.83	23.05	23.28
5	23.42	23.66	23.89
10	24.02	24.26	24.50
15	24.59	24.84	25.09

2. This pay shall be forthcoming for each hour regularly scheduled, regardless of student attendance, and attendance at meetings with the Administration, teachers, or parents.

B. TEACHERS’ SALARY INDEX AND SCHEDULES

1. Bargaining unit members whose first workday with the Orrville City Schools is after July 1, 2011 will be paid according to teachers’ Salary Schedule A.
2. Bargaining unit members whose first workday with the Orrville City Schools is prior to July 1, 2011 will be paid according to Teachers’ Salary Schedule B. (This shall include a teacher on a Board approved leave of absence and on the employment recall list as of July 1, 2011.)
3. All teachers will be paid a Five Hundred Dollars (\$500.00) Workload Stipend to acknowledge increase workload brought about by new education initiatives, ORC mandates and increased testing requirements. This stipend will be paid in the last check in November of each contract year.

Teachers' Salary Schedule Index A - Effective July 1, 2014 – June 30, 2017

<u>YEARS</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA +15</u>
STEP 0	1.0000	1.0330	1.0710	1.1090
STEP 1	1.0330	1.0660	1.1090	1.1470
STEP 2	1.0660	1.0990	1.1470	1.1850
STEP 3	1.0990	1.1320	1.1850	1.2230
STEP 4	1.1320	1.1650	1.2230	1.2610
STEP 5	1.1650	1.1980	1.2610	1.2990
STEP 6	1.1980	1.2310	1.2990	1.3370
STEP 7	1.2310	1.2640	1.3370	1.3750
STEP 8	1.2640	1.2970	1.3750	1.4130
STEP 9	1.2970	1.3300	1.4130	1.4510
STEP 10	1.3300	1.3630	1.4510	1.4890
STEP 11	1.3630	1.3960	1.4890	1.5270
STEP 12	1.3960	1.4290	1.5270	1.5650
STEP 13	1.4290	1.4620	1.5650	1.6077
STEP 14	1.4620	1.4950	1.6036	1.6555
STEP 15	1.4950	1.5280	1.6512	1.7043
STEP 16	1.5280	1.5610	1.6999	1.7541
STEP 18	1.5280 + \$500	1.5610 + \$500	1.6999 + \$500	1.7541 + \$500
STEP 20	1.5610	1.5988	1.7497	1.8049
STEP 23	1.5610 + \$500	1.5988 + \$500	1.7497 + \$500	1.8049 + \$500
STEP 25	1.5940	1.6318	1.7877	1.8429
STEP 27	1.6270	1.6648	1.8257	1.8809



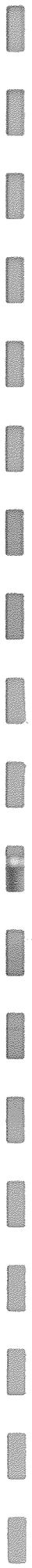
Teachers' Salary Schedule A - Effective July 1, 2014 – June 30, 2015

<u>YEARS</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA +15</u>
STEP 0	34,169	35,297	36,595	37,893
STEP 1	35,297	36,424	37,893	39,192
STEP 2	36,424	37,552	39,192	40,490
STEP 3	37,552	38,679	40,490	41,789
STEP 4	38,679	39,807	41,789	43,087
STEP 5	39,807	40,934	43,087	44,386
STEP 6	40,934	42,062	44,386	45,684
STEP 7	42,062	43,190	45,684	46,982
STEP 8	43,190	44,317	46,982	48,281
STEP 9	44,317	45,445	48,281	49,579
STEP 10	45,445	46,572	49,579	50,878
STEP 11	46,572	47,700	50,878	52,176
STEP 12	47,700	48,828	52,176	53,474
STEP 13	48,828	49,955	53,474	54,934
STEP 14	49,955	51,083	54,793	56,567
STEP 15	51,083	52,210	56,420	58,234
STEP 16	52,210	53,338	58,084	59,936
STEP 18	52710	53,838	58,584	60,436
STEP 20	53,338	54,629	59,785	61,672
STEP 23	53,838	55,129	60,285	62,172
STEP 25	54,465	55,757	61,084	62,970
STEP 27	55,593	56,885	62,382	64,268



Teachers' Salary Schedule A - Effective July 1, 2015 – June 30, 2016

<u>YEARS</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA +15</u>
STEP 0	34,511	35,650	36,961	38,273
STEP 1	35,650	36,789	38,273	39,584
STEP 2	36,789	37,928	39,584	40,896
STEP 3	37,928	39,066	40,896	42,207
STEP 4	39,066	40,205	42,207	43,518
STEP 5	40,205	41,344	43,518	44,830
STEP 6	41,344	42,483	44,830	46,141
STEP 7	42,483	43,622	46,141	47,453
STEP 8	43,622	44,761	47,453	48,764
STEP 9	44,761	45,900	48,764	50,075
STEP 10	45,900	47,038	50,075	51,387
STEP 11	47,038	48,177	51,387	52,698
STEP 12	48,177	49,316	52,698	54,010
STEP 13	49,316	50,455	54,010	55,483
STEP 14	50,455	51,594	55,342	57,133
STEP 15	51,594	52,733	56,985	58,817
STEP 16	52,733	53,872	58,665	60,536
STEP 18	53,233	54,372	59,165	61,036
STEP 20	53,872	55,176	60,384	62,289
STEP 23	54,372	55,676	60,884	62,789
STEP 25	55,011	56,315	61,695	63,600
STEP 27	56,149	57,454	63,007	64,912



Teachers' Salary Schedule A - Effective July 1, 2016 – June 30, 2017

<u>YEARS</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA +15</u>
STEP 0	34,856	36,006	37,331	38,655
STEP 1	36,006	37,156	38,655	39,980
STEP 2	37,156	38,307	39,980	41,304
STEP 3	38,307	39,457	41,304	42,629
STEP 4	39,457	40,607	42,629	43,953
STEP 5	40,607	41,757	43,953	45,278
STEP 6	41,757	42,908	45,278	46,602
STEP 7	42,908	44,058	46,602	47,927
STEP 8	44,058	45,208	47,927	49,252
STEP 9	45,208	46,358	49,252	50,576
STEP 10	46,358	47,509	50,576	51,901
STEP 11	47,509	48,659	51,901	53,225
STEP 12	48,659	49,809	53,225	54,550
STEP 13	49,809	50,959	54,550	56,038
STEP 14	50,959	52,110	55,895	57,704
STEP 15	52,110	53,260	57,554	59,405
STEP 16	53,260	54,410	59,252	61,141
STEP 18	53,760	54,910	59,752	61,641
STEP 20	54,410	55,728	60,988	62,912
STEP 23	54,910	56,228	61,488	63,412
STEP 25	55,560	56,878	62,312	64,236
STEP 27	56,711	58,028	63,637	65,561



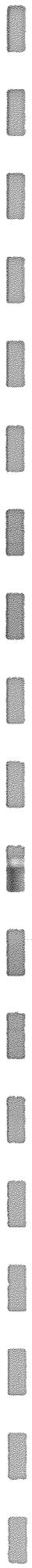
Teachers' Salary Schedule Index B - Effective July 1, 2014 – June 30, 2017

<u>YEARS</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA +15</u>
STEP 0	1.0000	1.0400	1.0850	1.1300
STEP 1	1.0400	1.0800	1.1300	1.1750
STEP 2	1.0800	1.1200	1.1750	1.2200
STEP 3	1.1200	1.1600	1.2200	1.2650
STEP 4	1.1600	1.2000	1.2650	1.3100
STEP 5	1.2000	1.2400	1.3100	1.3550
STEP 6	1.2400	1.2800	1.3550	1.4000
STEP 7	1.2800	1.3200	1.4000	1.4450
STEP 8	1.3200	1.3600	1.4450	1.4900
STEP 9	1.3600	1.4000	1.4900	1.5350
STEP 10	1.4000	1.4400	1.5350	1.5800
STEP 11	1.4400	1.4800	1.5800	1.6250
STEP 12	1.4800	1.5200	1.6250	1.6700
STEP 13	1.5200	1.5600	1.6700	1.7197
STEP 14	1.5600	1.6000	1.7156	1.7745
STEP 15	1.6000	1.6400	1.7702	1.8303
STEP 16	1.6400	1.6800	1.8259	1.8871
STEP 18	1.6400 + \$500	1.6800 + \$500	1.8259 + \$500	1.8871 + \$500
STEP 20	1.6800	1.7248	1.8827	1.9449
STEP 23	1.6800 + \$500	1.7248 + \$500	1.8827 + \$500	1.9449 + \$500
STEP 25	1.7200	1.7648	1.9277	1.9899
STEP 27	1.7600	1.8048	1.9727	2.0349
STEP 30	1.7952	1.8409	2.0122	2.0756
STEP 31	1.8311	1.8777	2.0524	2.1171
STEP 32	1.8677	1.9153	2.0934	2.1595
STEP 33	1.9051	1.9536	2.1353	2.2026
STEP 34	1.9432	1.9926	2.1780	2.2467
STEP 35	1.7600	1.8048	1.9727	2.0349



Teachers' Salary Schedule B - Effective July 1, 2014 – June 30, 2015

<u>YEARS</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA +15</u>
STEP 0	34,169	35,536	37,073	38,611
STEP 1	35,536	36,903	38,611	40,149
STEP 2	36,903	38,269	40,149	41,686
STEP 3	38,269	39,636	41,686	43,224
STEP 4	39,636	41,003	43,224	44,761
STEP 5	41,003	42,370	44,761	46,299
STEP 6	42,370	43,736	46,299	47,837
STEP 7	43,736	45,103	47,837	49,374
STEP 8	45,103	46,470	49,374	50,912
STEP 9	46,470	47,837	50,912	52,449
STEP 10	47,837	49,203	52,449	53,987
STEP 11	49,203	50,570	53,987	55,525
STEP 12	50,570	51,937	55,525	57,062
STEP 13	51,937	53,304	57,062	58,760
STEP 14	53,304	54,670	58,620	60,633
STEP 15	54,670	56,037	60,486	62,540
STEP 16	56,037	57,404	62,389	64,480
STEP 18	56,537	57,904	62,889	64,980
STEP 20	57,404	58,935	64,330	66,455
STEP 23	57,904	59,435	64,830	66,955
STEP 25	58,771	60,301	65,868	67,993
STEP 27	60,137	61,668	67,405	69,530
STEP 30	61,340	62,902	68,755	70,921
STEP 31	62,567	64,159	70,128	72,339
STEP 32	63,817	65,444	71,529	73,788
STEP 33	65,095	66,753	72,961	75,261
STEP 34	66,397	68,085	74,420	76,767
STEP 35	60,137	61,668	67,405	69,530



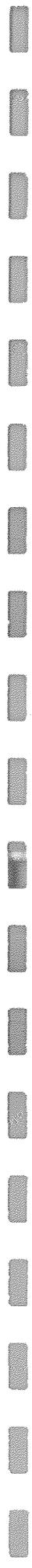
Teachers' Salary Schedule B - Effective July 1, 2015 – June 30, 2016

<u>YEARS</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA +15</u>
STEP 0	34,511	35,891	37,444	38,997
STEP 1	35,891	37,272	38,997	40,550
STEP 2	37,272	38,652	40,550	42,103
STEP 3	38,652	40,033	42,103	43,656
STEP 4	40,033	41,413	43,656	45,209
STEP 5	41,413	42,794	45,209	46,762
STEP 6	42,794	44,174	46,762	48,315
STEP 7	44,174	45,555	48,315	49,868
STEP 8	45,555	46,935	49,868	51,421
STEP 9	46,935	48,315	51,421	52,974
STEP 10	48,315	49,696	52,974	54,527
STEP 11	49,696	51,076	54,527	56,080
STEP 12	51,076	52,457	56,080	57,633
STEP 13	52,457	53,837	57,633	59,349
STEP 14	53,837	55,218	59,207	61,240
STEP 15	55,218	56,598	61,091	63,165
STEP 16	56,598	57,978	63,014	65,126
STEP 18	57,098	58,478	63,514	65,626
STEP 20	57,978	59,525	64,974	67,120
STEP 23	58,478	60,025	65,474	67,620
STEP 25	59,359	60,905	66,527	68,673
STEP 27	60,739	62,285	68,080	70,226
STEP 30	61,954	63,531	69,443	71,631
STEP 31	63,193	64,801	70,830	73,063
STEP 32	64,456	66,099	72,245	74,527
STEP 33	65,747	67,421	73,691	76,014
STEP 34	67,062	68,767	75,165	77,536
STEP 35	60,739	62,285	68,080	70,226



Teachers' Salary Schedule B - Effective July 1, 2016 – June 30, 2017

<u>YEARS</u>	<u>BACH</u>	<u>150 HRS</u>	<u>MAST</u>	<u>MA +15</u>
STEP 0	34,856	36,250	37,819	39,387
STEP 1	36,250	37,644	39,387	40,956
STEP 2	37,644	39,039	40,956	42,524
STEP 3	39,039	40,433	42,524	44,093
STEP 4	40,433	41,827	44,093	45,661
STEP 5	41,827	43,221	45,661	47,230
STEP 6	43,221	44,616	47,230	48,798
STEP 7	44,616	46,010	48,798	50,367
STEP 8	46,010	47,404	50,367	51,935
STEP 9	47,404	48,798	51,935	53,504
STEP 10	48,798	50,193	53,504	55,072
STEP 11	50,193	51,587	55,072	56,641
STEP 12	51,587	52,981	56,641	58,210
STEP 13	52,981	54,375	58,210	59,779
STEP 14	54,375	55,770	59,799	61,347
STEP 15	55,770	57,164	61,702	63,797
STEP 16	57,164	58,558	63,644	65,777
STEP 18	57,664	59,058	64,144	66,277
STEP 20	58,558	60,120	65,623	67,791
STEP 23	59,058	60,620	66,123	68,291
STEP 25	59,952	61,514	67,192	69,360
STEP 27	61,347	62,908	68,760	70,928
STEP 30	62,573	64,166	70,137	72,347
STEP 31	63,825	65,449	71,538	73,794
STEP 32	65,101	66,760	72,968	75,272
STEP 33	66,404	68,095	74,428	76,774
STEP 34	67,732	69,454	75,916	78,311
STEP 35	61,347	62,908	68,760	70,928



C. SUPPLEMENTAL SALARIES

<u>ACTIVITY</u>	<u>(%) BA/0</u>	<u>5 YRS+</u>
<u>FOOTBALL</u>		
Head Coach	19.00	20.00
Varsity Assistant	12.00	13.00
Freshman Coach	10.50	11.50
Assistant Freshman Coach	4.50	5.50
Middle School Coach	10.00	11.00
Assistant Middle School	4.00	5.00
FALL WEIGHT LIFTING	4.00	5.00
WINTER WEIGHT LIFTING	4.00	5.00
SPRING WEIGHT LIFTING	4.00	5.00
SUMMER WEIGHT LIFTING	4.00	5.00
<u>BASKETBALL</u>		
Head Coach	18.00	19.00
Varsity Assistant	10.00	11.00
Reserve Coach	10.00	11.00
Freshman Coach	9.00	10.00
Middle School Coach	8.00	9.00
<u>WRESTLING</u>		
Head Coach	13.00	14.00
Assistant Coach	9.00	10.00
Reserve Coach	9.00	10.00
Middle School Coach	7.00	8.00
Assistant Middle School Coach	4.00	5.00
<u>BASEBALL</u>		
Head Coach	11.00	12.00
Reserve Coach	7.00	8.00
Freshman Coach	4.00	5.00
<u>BOYS' TRACK</u>		
Head Coach	11.00	12.00
Assistant Coach	8.00	9.00
Middle School Coach	5.00	6.00
Assistant Middle School Coach	4.00	5.00
<u>SOCCER</u>		
Head Coach	12.00	13.00
Assistant Coach	8.00	9.00
<u>CROSS COUNTRY</u>		
Head Coach	8.00	9.00
Middle School Coach	4.00	5.00

<u>ACTIVITY</u>	<u>(%) BA/0</u>	<u>5 YRS+</u>
<u>GOLF</u>		
Head Coach	8.00	9.00
Reserve/Freshman Coach	6.00	7.00
BOYS' TENNIS HEAD COACH	8.00	9.00
GIRLS' TENNIS HEAD COACH	8.00	9.00
<u>GIRLS' BASKETBALL</u>		
Head Coach	18.00	19.00
Varsity Assistant Coach	10.00	11.00
Reserve Coach	10.00	11.00
Freshman Coach	9.00	10.00
Middle School Coach (2)	8.00	9.00
<u>GIRLS' SOFTBALL</u>		
Head Coach	11.00	12.00
Assistant Coach	7.00	8.00
<u>GIRLS' TRACK</u>		
Head Coach	11.00	12.00
Assistant Coach	8.00	9.00
Middle School Coach	5.00	6.00
Assistant Middle School Coach	4.00	5.00
<u>GIRLS' VOLLEYBALL</u>		
Head Coach	12.00	13.00
Assistant Coach	8.00	9.00
Freshman Coach	5.00	6.00
Middle School Coach	4.50	5.50
<hr/>		
FACULTY MANAGER	14.00	15.00
MIDDLE SCHOOL COORDINATOR	8.00	9.00
<u>CHEERLEADER ADVISORS</u>		
Head Coach Fall	8.00	9.00
Head Coach Winter	8.00	9.00
Assistant Coach Fall	5.00	6.00
Assistant Coach Winter	5.00	6.00
Middle School Fall	4.00	5.00
Middle School Winter	4.00	5.00
NATIONAL HONOR SOCIETY	1.00	2.00
ACADEMIC COACH	7.00	8.00

<u>ACTIVITY</u>	<u>(%) BA/0</u>	<u>5 YRS+</u>
<u>DRAMA</u>		
High School Advisor	10.00	11.00
High School Musical Director	4.00	5.00
Middle School Advisor	1.00	2.00
MOCK TRIAL TEAM	1.80	2.80
SPEECH	1.80	2.80
FTA	0.63	1.63
FRESHMAN CLASS ADVISOR	1.00	2.00
SOPHOMORE CLASS ADVISOR	1.00	2.00
JUNIOR CLASS ADVISOR	7.86	8.86
SENIOR CLASS ADVISOR	4.50	5.50
<u>STUDENT COUNCIL</u>		
High School	4.00	5.00
Middle School	4.00	5.00
Elementary	2.00	3.00
EARTH CLUB ADVISOR	8.00	9.00
FCA	1.54	2.54
RENAISSANCE COACH	6.00	7.00
MAJORETTE ADVISOR	2.48	3.48
<u>CO-CURRICULAR INSTRUMENTAL</u>		
<u>MUSIC ACTIVITIES</u>		
HIGH SCHOOL JAZZ BAND DIRECTOR	6.00	7.00
HIGH SCHOOL MIXED VOCAL ENSEMBLE DIRECTOR	6.00	7.00
MARCHING BAND DIRECTOR	11.00	12.00
MARCHING BAND ASSISTANT	8.00	9.00
HIGH SCHOOL MUSIC PERCUSSION ADVISOR	2.50	3.50
ACADEMIC CHALLENGE ADVISOR	7.57	8.57
MIDDLE SCHOOL ACADEMIC CHALLENGE ADVISOR	1.50	2.50
COMMUNITY INTERVENTION PROGRAM	6.83	7.83
SCIENCE EXPO - Elementary	0.40	1.40
<u>SCIENCE OLYMPIAD</u>		
High School	1.50	2.50
Middle School	1.50	2.50
AV COORDINATOR – Middle School	0.62	1.62
MINI-RIDERS – Middle School	0.62	1.62
POWER OF THE PEN – Middle School	1.50	2.50

SAFETY PATROL – Elementary	1.00	2.00
LPDC MEMBER	\$600.00	\$900.00
<u>K-12 DEPARTMENT CHAIRPERSON</u> (Language Arts/English, Math Science, Social Studies/History)	7.00	8.00

PUPIL ACTIVITY SUPERVISION VALIDATION – In-service training necessary for Pupil Activity Supervision Validations will be provided by the Board at no cost to coaches. Coaches shall be identified as "at risk" for blood-borne pathogens and shall receive training and protection in accordance with being identified as "at risk."

STUDENT GROWTH COMMITTEE MEMBERS	\$600.00	\$900.00
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The Outdoor Education Coordinator will be \$250.00 per year.

D. COVER CLASS PAY

1. Any teacher who is scheduled by the Administration and who agrees to cover a class of an absent teacher, including study hall teachers where a class is assigned due to an absent teacher, shall be paid Sixteen Dollars (\$16.00) for each class.
2. Trades between teachers without administrative input are not payable under this Section.

E. REMEDATION TEACHING

Any teacher who accepts an assignment to remediate outside the work day shall be paid Twenty Three Dollars (\$23.00) per hour. This compensation will not apply to a teacher's duty period.

F. OUTDOOR EDUCATION/BUILDING ALLOWANCE

1. Twenty-Five Dollars (\$25.00) per teacher/day beyond regular school day.
2. Fifty-Five Dollars (\$55.00) per teacher/morning or evening/overnight.

G. DUTY COVERAGE

Each semester the Board will post a description and request for voluntary coverage of specific, as needed duties. Teachers will be paid a stipend of \$20.00 per hour pro-rated. Voluntary coverage of these duties may not interfere with the individual teacher's regular teaching assignment. Teachers will be chosen by the Board of Education to fill these positions.

- H.** Teachers will be paid at an hourly twenty-five dollars (\$25.00) for optional meetings/optional professional development that are pre-approved by Superintendent/designee. Summer school teachers will be paid this rate as well. This does not include professional development required for college academy.

I. PAYCHECKS

1. Teachers and full-time SGIs shall be paid in twenty-four (24) installments for their regular duty. Bargaining unit members' paychecks will be deposited directly into the bank of their choice. Paychecks will be direct-deposited on the fifteenth (15th) and the last day of each month.
2. If a paycheck is due to fall on a bank holiday or Saturday or Sunday, then paychecks will be direct-deposited by noon (12:00 PM) the prior workday.
3. Each member will be provided with a paycheck stub or its equivalent.

J. EARLY PAYOUT

1. If a bargaining unit member has submitted his/her resignation indicating he/she will not be returning the next school year, he/she may submit, in writing, his/her request for final payment of contract salary due at the end of June. When final payment is made, all fringe benefits including Sick Leave stop at that time.
2. If a bargaining unit member has submitted his/her retirement he/she may submit, in writing, his/her request for final payment of contract salary due at the end of June. When final payment is made, all fringe benefits including Sick Leave stop at that time.
3. For those bargaining unit members leaving the State for the summer, no more than five (5) members may collect all summer paychecks before leaving, if notification is given to the Treasurer by May 1.
4. Further, for those bargaining unit members who wish, they may leave deposit slips at the Board Treasurer's Office. The Treasurer will mail the deposit slip and the member's paycheck to the bank of his/her choice, each payday so requested.

ARTICLE 5 – BENEFITS

A. PICK-UP PAID THRU SALARY REDUCTION/SALARY RESTATEMENT

1. STRS method of reducing salary by amount of teacher's share of retirement contributions tax deferment (IRS Ruling 81-36) at no cost to the Board.
2. In addition, the Board will pick-up and pay one and one-half percent (1.5%) of the teacher's salary to STRS for teachers whose first workday with the Orrville City Schools is prior to July 1, 2011. (This shall include a teacher on a Board approved leave of absence and on the employment recall list as of July 1, 2011.)

Teachers whose first workday is after July 1, 2011 will not be eligible for the pick-up and payment of one and one-half percent (1.5% of the teacher's salary to STRS.)

B. RETIREMENT

1. Retirement Incentive Plan

Bargaining unit members with fifteen (15) or more years of service in the Orrville City School District, who retire when eligible at Benchmark One [25 years' service and age 55] or Benchmark Two [30 years' service and a minimum age of 50], will be paid Twenty Thousand Dollars (\$20,000).

2. Severance Pay

- a. Teachers will receive severance pay for twenty-five percent (25%) of their unused, accumulated Sick Leave plus three (3) additional severance days, at their per diem rate of pay on the date of retirement.
- b. Teachers shall be eligible for payment after proving acceptance into the STRS within ninety (90) calendar days of the last date of employment.
- c. The date of severance payment shall be the next regular pay date after the bargaining unit member provides proof of retirement (i.e. a copy of a retirement check.) Only one (1) payment shall be made to any teacher and said payment shall void all Sick Leave of that teacher.

3. Workday Option for Retirees

When the final teacher workday [the day students are normally dismissed at the end of the school year] is the only workday in June, employees may initiate their retirement, effective June 1, by electing to work on one (1) nonscheduled workday prior to June, with the approval/monitoring of the Building Principal.

4. Service Death Benefit

If an employee dies after 10 years of continuous service in Orrville City Schools the death benefit severance pay would be paid to the member's estate. This death benefit payment of severance would extinguish the retirement severance benefit.

C. INSURANCES

- 1. Bargaining unit members enrolled in the insurance plan will have premium payments deducted each pay period.
- 2. A regular full time contract employee contracted to work at least thirty-five (35) hours per week will be eligible for insurance benefits. However, any employee who was enrolled in the insurance programs on May 1, 2007, will continue to be covered by paying the percentage negotiated.
- 3. SGIs and Part-Time Employees
 - a. SGIs employees scheduled an average of seven (7) hours or more per day are entitled to have all the insurance provided herein.

- b. SGIs/Part-time employees working less than that provided in Paragraph 3.a., above, shall have the right to purchase, at the Board rate, any or all insurances by either payroll deduction or by direct payment to the Board Treasurer not later than the 15th of each month. Where payment is made by payroll deduction, the Board Treasurer will provide a schedule of payroll deductions with the first paycheck of the year.
- 4. SGIs/Part-time employees having reached their fourth year of continuous service in the district will be eligible to receive from the Board hospitalization and major medical insurance. The amount contributed by the Board will be at a prorated rate computed by dividing the SGIs/Part-time employees weekly scheduled hours by thirty-five (35). This amount will be paid each calendar month toward family or single coverage as selected by the SGIs/Part-time employee.
- 5. Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information

1. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this Collective Bargaining Agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Board shall provide health, dental, and life insurance through the COG. The coverage shall be the standardized COG specifications.

2. Preferred Provider - Doctors/Hospitals

- a. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Schools Council (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.
- b. The selection of the PPO(s), the types of benefits/programs, or any changes therein, shall be mutually determined by the representatives of the COG and the Stark County OEA representative.
- c. The duration of this provision shall be from March 1, 1994, and continuing thereafter unless terminated or modified by the representatives outlined in paragraph 2c, above.

3. Preferred Provider - Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

- a. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

- b. The employee will pay the twenty percent (20%) co-payment to the provider and the remaining eighty percent (80%) will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's twenty percent (20%) co-payment.
- c. The deductible will be waived.
- d. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA representative.
- e. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.
- f. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Well Baby Care: \$1,000

Will be part of all PPO programs

4. Early Retirement Incentive (ERI)

Health Insurance benefits shall be provided to employees who participate in an ERI program for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays one hundred percent (100%) of the Board cost one (1) month in advance.

5. Specifications – PPO:

The cost to employees paid on Schedule B shall be One Hundred Seventy-Five Dollars (\$175.00) per month for a family plan and One Hundred-fifteen dollars (\$115.00) for a single plan effective September 1, 2014.

Teachers paid under Schedule B would receive an additional Six-Hundred Thirty-Six Dollars (\$636.00) in the 2014-2015 school year paid in the same manner as the regular teaching salary. In years following the 2014-2015 school year, the amount will be Seven Hundred Sixty-Three dollars (\$763.00) less Sixty-Three dollars (\$63.00) for each month the Stark COG declares a premium holiday.

Teachers paid under Schedule A will pay twenty percent (20%) of the monthly health insurance premium.

Maximum Benefits	Unlimited
Deductible	\$100.00/individual; \$200.00/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In- System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of \$500.00 per individual or \$1,000 for two (2) or more family members. After the out-of-pocket has been met

by the employee, 100% of eligible charges will be paid.

Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of \$1,000 per individual or \$2,000 for two or more family members.

Preventative

Routine pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often).

Routine Colonoscopy: shall be covered under the terms contained in the benefit booklet.

Dependent Coverage

Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue dependent guidelines.

Pre-Admission Certification

Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first Two Hundred Dollars (\$200.00) of room and board charges.

The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

6. Dental Insurance

The Board shall provide dental coverage. One hundred percent (100%) of the cost shall be paid by the Board.

Plan Description (Summary only)

- a. Maximum benefits/covered person:
Class I, II or III - \$2,500/person per year
- b. Deductible – Individual \$25.00 per year
- c. Deductible – Family \$75.00 per year
- d. Co-insurance Amounts
 - (1) Class I - Prevention 100% of Usual & Customary
(No deductible)

- (2) Class II - Basic 80% of Usual & Customary
 - (3) Class III - Major 80% of Usual & Customary
 - (4) Class IV - Orthodontia 60% of Usual & Customary
- Lifetime Maximum Orthodontia - \$1,200/per individual

7. Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of \$50,000 for each teacher.

Bargaining unit members may purchase additional term life insurance at the group rate, in Five Thousand Dollar (\$5,000) increments, up to a maximum of Fifty Thousand Dollars (\$50,000) coverage, in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

8. Section 125 Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided, under IRS Section 125.

9. In the event of a Reduction in Force, Insurances will end on June 30 for bargaining unit members taking their final pay in one check. For those bargaining unit members taking their pay in the regular pay cycle Insurances will end on August 31.

D. MILEAGE AUTHORIZED

The IRS rate per mile will be paid to any employee who travels between buildings as part of his/her assignment and other travel for School District business, as approved by the Administration, and upon completion of the appropriate forms.

E. CURRICULUM AND STUDY GUIDE DEVELOPMENT PAY (INCLUDES OUTSIDE THE WORDAY MEETING PROFESSIONAL DEVELOPMENT)

- 1. At least two times per year the superintendent/designee will arrange for department/grade level meetings to discuss curriculum, vision, and needs in cooperation with superintendent/designee with the faculty.
- 2. If the department/grade level administrator determines curriculum changes are necessary the superintendent/designee will convene/direct the appropriate department/grade level curriculum committee to undergo the work.
- 3. The Curriculum Committee will be responsible for reviewing and making recommendations for curriculum material adoption.

4. The superintendent/designee will provide the curriculum committee with vendor materials, vendor presentation of materials and a reasonable amount of time as determined by the committee for review, study and analysis.
5. Recommendations for revised curriculum purchase shall be submitted to the superintendent/designee for his/her approval.
6. Curriculum in each Core/Non-Core academic area shall be reviewed in a systematic cycle directed by the superintendent/designee. The superintendent/designee will develop and maintain two (2) separate review cycles for core/noncore running simultaneously. If a revision is determined necessary by the committee and is skipped due to lack of funds, the revision will be tabled in the cycle until funds become available. No Core academic area will go without review for longer than seven (7) years.
7. Teacher participants in the curriculum development process shall be compensated as follows for their work outside the school day.
 - a. K-12 Department Chairperson (Core areas) -- Supplemental Salary Schedule.*
 - b. Committee Chairperson (non-Core areas) -- Seven Hundred Fifty Dollars (\$750.00) per year in year(s) when curriculum review/ revision is conducted.*
 - c. Committee Member (Core and non-Core areas) -- Five Hundred Fifty Dollars (\$550.00) per year in year(s) when curriculum review/revision is conducted.*
 - d. In addition to compensation as a Committee member/chairperson, during year(s) when curriculum review/revision occurs:
 - (1) Full-Year Course revision/development (in the year written/ revised) -- Four Hundred Dollars (\$400.00) per course.
 - (2) Semester Course revision/development (in the year written/ revised) -- Two Hundred Dollars (\$200.00) per course.

*Release time for curriculum development will not be subject to additional compensation.

F. COLLEGE TUITION/WORKSHOP REIMBURSEMENT

The Board shall appropriate Thirty Five Thousand Five Hundred Dollars (\$35,500) in contract year 2014 – 2015, Thirty Eight Thousand dollars (\$38,000) in contract year 2015 -2016 and Forty Thousand Five Hundred (\$40,500) Dollars in 2016 – 2017 to be paid to bargaining unit members for earned college credit/workshops subject to the following conditions:

1. A joint committee of teachers and administrators shall oversee the District's Tuition Reimbursement Program.
2. All applications shall be due in the Treasurer's Office by September 30. Thereafter, the "reimbursement year" shall be defined as the Fall university/ college session through the last summer session.

3. When submitting a request for tuition reimbursement, an itemized receipt for payment from the educational institution along with a transcript or grade card or certificate of workshop attendance must be provided. A grade of "C" or better or "P" (for pass/fail courses) is required for college courses. No grade will be required for workshops attended.
4. Courses or workshops must offer CEUs or college credit leading to certification/licensure or improvement in the teacher's qualifications for the current position he/she holds. College courses must be taken in education, the area of present certification/licensure, or any area of certification/ licensure permitted by the State Department of Education leading to new certification/licensure or recertification/re-licensure.
5. Bargaining unit members who make application and receive payment under this Section agree to remain employed with the Board for the balance of the school year in which reimbursement is paid. In the event a member does not fulfill his/her contractual obligation for that school year, he/she must refund the amount of tuition reimbursement received (by payroll deduction).
6. Bargaining unit members earn college credit while being paid to attend a class or workshop. They are also permitted to submit tuition expenses to tuition reimbursement fund. Payment will be made on or before October 30.
7. In the event the total value of reimbursement requests exceed the available funds in any given year, each applicant shall be paid a percentage equal to the available funds divided by the cost of coursework submitted for reimbursement. Funds remaining after all reimbursement requests have been satisfied shall be carried forward into the next year. If any funds remain at the expiration of this Agreement, the balance shall be returned to the General Fund.
8. Pay for classes taken for credit may be submitted to the Board for reimbursement.

ARTICLE 6 - LEAVES OF ABSENCE

A. SICK LEAVE

1. Each full-time employee shall be entitled, for each completed month of service, to sick leave of one and one-fourth (1-1/4) workdays with pay [fifteen (15) days per calendar year]; the unused portion of such leave being cumulative up to two hundred sixty-nine (269) days.
2. Sick Leave may be used upon approval of the responsible administrator, for absence due to personal illness, pregnancy, injury or exposure to contagious disease, which could be communicated to others. The use of Sick Leave for pregnancy will commence on the birth date of the child and will be for a duration of six (6) weeks. If circumstances arise that would necessitate an extension of the initial six (6) weeks, the bargaining unit member will submit a doctor's statement certifying the need for the extension. The bargaining unit member or designee will notify the District's Central Office of the birth date of the child. Notification should be made within two (2) weeks of the birth date.

3. Sick Leave may also be used for absence due to illness, injury or death in the employee's immediate family.
4. "Immediate family" for Sick Leave purposes will include the following: parent, mother-in-law, father-in-law, spouse, child, sibling, and any person living within the household or for whom the employee has custody or responsibility. These relationships will be automatic [in life threatening situations, grandchild will be included]. All other requests will be reviewed by the administrative staff.
5. A half-day may be used for the funeral of any deceased person not included in the immediate family, upon the approval of the responsible administrative officer. The assumption being that the deceased person would have to be a relative or a very close friend before such requests were honored. [No additional time will be approved for travel to distant places.]
6. No employee shall lose his/her accumulative Sick Leave allowance by reason of having been on leave of absence, nor shall he/she accumulate sick days while on leave.
7. The employee shall complete the prescribed form indicating the specific reason for his/her absence and whether regular pay is anticipated under the above policy. Each Building Principal shall sign for all employees under his/her responsibility. His/Her signature verifies the actual absence and indicates an attempt to verify the reasons for absence.
8. New employees, who have accumulated Sick Leave due to previous employment in a public agency in Ohio, shall be responsible for having this certified to the Board Treasurer. Not more than two hundred sixty (260) days would be honored by way of transfer.
9. Any teacher who has exhausted his/her Sick Leave shall be credited with five (5) days per year. Unearned Sick Leave advanced is charged against the sick days the employee subsequently accumulates. If the teacher's employment is severed, any advance sick days shall be deducted from the last pay.
10. On any day for which requested Sick Leave becomes an inclement weather day or a facilities-related school closing day, Sick Leave shall not be charged for that day [excluding Sick Leave for which a substitute is paid].
11. Deductions shall be on a one-half (1/2) day basis.

B. PERSONAL LEAVE

1. A maximum of three (3) working days per year with pay will be granted for Personal Leave. The three (3) days per year would be non-accumulative.
2. Each bargaining unit member will be granted, upon request, three (3) days of Personal Leave per school year with pay. Such leave shall be granted subject to the following conditions:
 - a. No reason need be stated.

- b. These days shall not be used for the purpose of extending school vacation days/calendar recesses, vacation, recreation, or shopping trips. They shall not be used on parent/ teacher conference days [unless the teacher agrees to return for evening conferences] or during the first week or last three (3) weeks of the school year, except in cases of emergency with the approval of the Superintendent/designee.
- c. There shall be no more than six (6) teachers who require substitutes on Personal Leave in any one (1) day, except in case of an emergency, with the approval of the Superintendent/designee.
- d. Personal Leave requests may be denied if no substitute or internal class coverage is available, except in case of an emergency or with the approval of the Superintendent/designee.

3. Obtaining Leave

- a. The Personal Leave Request Form is available from the Building Principal's Office. It must be submitted to the Principal and approved by the Superintendent/designee, whose approval is limited to the reasons herein, at least three (3) workdays in advance of the requested date.
- b. In an emergency situation, the form must be completed and submitted within two (2) workdays after the employee returns to work.

4. Conversion

A bargaining unit member not using any Personal Leave in a contract year shall have two (2) days of Sick Leave added to his/her total accumulation and, if any days have been used, each remaining day of unused Personal Leave shall be converted to one-half (1/2) day of accumulated Sick Leave.

5. Cancellation

On any day for which requested Personal Leave becomes an inclement weather day or a facilities-related school closing day, Personal Leave shall not be charged for that day [excluding a personal day for which a substitute is paid].

C. PHYSICAL ASSAULT LEAVE

If a teacher is assaulted while on a school assignment, up to thirty (30) calendar days of Physical Assault Leave will be granted with pay, providing the following:

- 1. Charges are filed by the assaulted teacher against the alleged assailant.
- 2. There are no Court findings of said teacher assaulting the alleged assailant.
- 3. The teacher submits, upon return to work, a physician's statement specifying the amount of time needed from work due to the assault related injuries.

4. The teacher forwards any Workers' Compensation wages, received as the result of an assault-caused absence, to the Board Treasurer within ten (10) days of receipt.

D. ASSOCIATION PRESIDENT OR PRESIDENT-ELECT LEAVE

The Board will pay the Association President's or President-Elect's or designee salary and fringe benefits for up to two (2) days per year for Association business.

E. UNPAID CHILD CARE/ADOPTION LEAVE

1. A bargaining unit member who wishes leave and who has a child less than two (2) years of age, or any age if custodial care is necessary in the opinion of the child's physician, must notify the Superintendent in writing at least thirty (30) calendar days before the commencement of the leave. In an emergency situation, notification shall be given as soon as possible.
2. Leave shall be granted for up to one (1) school year; except if leave is commenced in the second semester, then the leave may be for a period of up to the whole following school year.
3. The dates leave is to commence and end shall be included in the written notification stated in Paragraph E1, above. [Leave shall only end at the beginning of the year or the semester.]
4. In the case of adoption, leave may commence before the adoption is complete and actual custody is obtained, if it is necessary to fulfill the requirements for adoption.
5. Any insurance(s) desired by the employee shall continue for the duration of the leave so long as he/she reimburses the Board one hundred percent (100%) of the premium paid on a monthly basis.

F. OTHER UNPAID LEAVE OF ABSENCE

1. The Board will grant a leave of absence not to exceed two (2) years for illness or disability [one (1) year for maternity]. Before any leave or renewal thereof is granted, application in writing must be made to the Board through the Superintendent. The application will state the name of the applicant, the reason such leave is requested, and the requested duration of such leave including the proposed starting and ending dates of such requested leave.
2. Any teacher who leaves a teaching position by resignation or otherwise, and within forty (40) school days enters the armed forces of the United States, upon return with an acceptable discharge (not dishonorable), he/she shall be reemployed by the Board.
3. Without a request on the part of the employee, the Board may grant a leave of absence, or renewal thereof, to any employee because of physical or mental disability but such employee shall have the right to a hearing on such unrequested leave of absence in accordance with Ohio Revised Code 3319.16.
4. Educational Leave may be granted to teachers with at least ten (10) years of experience in Orrville City Schools, with the recommendation of the Superintendent, for one (1) school

year, providing such request is submitted in writing by March 1 of the preceding school year for which the leave is requested. The request shall detail the specifics of the educational experience and provide rationale regarding how it will have a positive impact on his/her students/assignment.

5. To be reinstated, an employee must notify the Superintendent in writing by April 1. Teachers who are granted leaves of absence for the first semester only will notify the Superintendent by November 1 of their intent to return, extend their leave, or resign their position.
6. All leaves of absence are unpaid. No fringe benefits, including retirement system contributions, will be paid during a leave of absence, unless the employee formally notifies the Treasurer, making arrangements to personally pay for the same. If less than one (1) year of leave is desired, the end of the leave period shall be synonymous with the end of the semester; if a full year is preferred, the end of the leave period shall be synonymous with the end of the semester in which the leave terminates [leave could actually amount to a period of more than one (1) year]. A leave through the end of the second semester, or beginning during that semester and continuing into the first semester of the following school year, will necessitate the same employee payment responsibilities for the summer months as during the leave period.
7. The Board guarantees no specific position or job station upon return from a leave of absence. No seniority will be gained during a leave of absence, but previously earned seniority will not be lost during or after a leave of absence.

G. VACATION-TYPE LEAVE

1. Teachers will be limited to five (5) days per year of vacation-type leave. The Principal should be notified as early as possible of any such request. A minimum of two (2) weeks' notice should be given.
2. The teacher's pay will be deducted on the basis of the number of days in the school calendar or the number of days in the contract.

H. COMPULSORY LEAVE

1. Jury Duty

Orrville City School District employees will receive regular compensation for time required to serve on jury duty. No Personal Leave or Sick Leave will be charged against the employee who is required to fulfill jury duty.

2. Witness

In those cases not involving any personal business of the employee, if he/she is subpoenaed to serve as a witness or required to attend a SERB or arbitration hearing, no Personal Leave or Sick Leave will be charged to him/her. Regular compensation will be paid for time served.

I. PROFESSIONAL LEAVE

1. The Superintendent/designee may approve requests for Professional Leave for attendance at professional meetings for improvement of classroom teaching, techniques and strategies, upon completion of the leave form. Such requests shall not be unreasonably denied. The Board shall pay the registration fee, travel and lodging expenses for which the teacher has submitted receipts to the Board Treasurer within five (5) days of his/her return from Professional Leave. Teachers shall receive full pay without deduction for the Professional Leave days. If the Professional Leave is denied by the superintendent or his/her designee and the bargaining unit member requests to attend at their own expense the superintendent and his/her designee has the discretion of approving the bargaining unit member's request.
2. In order to improve teaching techniques and teaching strategies, each teacher shall have the opportunity to use one (1) regular instructional day in any school year for visitation in another school in or outside the District. Any teacher desiring to make such a visitation shall submit a written request to his/her Building Principal stating specific purpose of the visitation. Approval by the Superintendent/designee and the school to be visited must be received prior to the visitation.
3. Teachers will be permitted to use a Professional Leave day in addition to Paragraph I4, below, with prior approval of the Superintendent/designee. However, no teacher shall be granted more than three (3) teacher requested days annually without the express approval of the Superintendent/designee. These limits do not include any administrative requests.
4. Professional Leave may be granted to those coaches approved by the Superintendent/designee to go to OHSAA-sponsored clinics pertaining to those coaches' specific sports. Head coaches may be granted Professional Leave to attend the OHSAA state finals pertaining to a coach's specific sport.
5. Staff members who utilize Professional Leave to attend professional conferences or meetings outside the District will share the information presented with their colleagues. Information sharing is intended to be an informal process whereby the teacher returning from a professional development activity could make a brief presentation at a staff meeting, send information to appropriate staff by E-mail, or host a conversation during collaborative planning time or the lunch period or coordinate some activity to facilitate a discussion of the topic(s) presented.

J. FMLA LEAVE

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

4. The employee's inability to perform the functions of the position because of the employee's own serious health condition. (Form WH 380E)
 5. For qualifying military situations arising when a teacher's spouse, son, daughter, or parent is on active duty or is called to active duty status. (Form WH 384)
- B. An eligible bargaining unit member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the bargaining unit member. (Form WH – 385)
 - C. A "serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity: 1) is more than five (5) consecutive calendar days and involves treatment by a health care provider; 2) is due to incapacity due to pregnancy or prenatal care; 3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition; 4) is a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective; or 5) any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not "serious health conditions" unless complications develop.
 - D. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total twenty-six (26) weeks of FMLA leave if the leave is requested to care for a covered service member.
 - E. For purposes of this Section, a qualifying military situation arises when a teacher's spouse, son, daughter, or parent is on active duty or called to active duty status (*i.e.*, not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:
 - a. Attendance at official military-sponsored events,
 - b. To provide or arrange for alternative childcare or schooling,
 - c. To make financial or legal arrangements to address the member's absence while on active duty,
 - d. Counseling,
 - e. Rest and recuperation, and
 - f. Post-deployment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform her or her duties and for

which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

- F. To be eligible for FMLA Leave, the employee must:
1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and
 2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave; and
 3. Provide the Board with thirty (30) days' advance notice when the need is foreseeable and such notice is practicable.
- G. Sick Leave taken in accordance with Article 5, herein, shall be counted as FMLA Leave if the reasons for taking leave qualify as FMLA reasons.
- H. The Board shall notify the teacher of FMLA eligibility within three (3) business days of learning of the need for FMLA leave (Form WH – 381 and WH – 382).
- I. The Board shall maintain coverage under the group health plans for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. The employee may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the employee's own expense. Payment of the employee's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The employee shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.
- J. For unpaid FMLA Leave, the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA Leave. The employee and the Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.

ARTICLE 7 - TEACHER WELFARE & WORKING CONDITIONS

A. REDUCTION IN FORCE

1. Cause(s)

When by reason of decreased enrollment of pupils, overall or in specific courses, return to duty of regular teachers after leaves of absence, changing or abolishing elementary or secondary offerings or sections, or by reason of suspension of schools, anticipated loss of Federal funds resulting in loss of federally-funded positions, if later substantiated, or

territorial changes affecting the District, or for financial reasons, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in staff. Transfers due to attrition will have priority over implementing this procedure.

2. Suspension of Contracts

- a. Reductions under this procedure will be accomplished through the suspension of teachers' contracts. An attempt will be made to give thirty (30) days' notice prior to the end of the school year of proposed RIF position(s). Notice will not be given later than July 10. The RIF shall commence at the beginning of the following work year.
- b. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an employee is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full salary the employee would receive under the contract.

3. Notification

Prior to a RIF, the Board shall give written notice to the Association of its intent to effect a RIF. Such notice shall contain the reason for the RIF and the teacher or teachers who may be initially affected in the District.

4. Order of Reduction

The Superintendent shall, within each teaching field affected, give preference to teachers on continuing contracts but shall not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.

- a. Limited contract teachers shall be reduced by using the following order:
 - (1) Certification/licensure; then
 - (2) Seniority in the District
- b. Continuing contract teachers may be reduced only after all limited contract teachers of the same certification/licensure.
- c. To the extent that reductions are not achieved through attrition, and circumstances permit, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure required by law. Suspension of contracts shall be recommended by the licensure/certification area and an order shall be based on the following:
 - a. In determining the position(s) to be reduced, eliminated or not filled, the following sequence shall be used:

1. First, limited contract teachers shall be reduced first utilizing the following order:
 - a) Licensure/Certification
 - b) Competency as determined by formal evaluation
 - c) When evaluations are comparable, seniority in the District shall prevail.
 - d) Comparable will be defined as follows:
 - i. All teachers defined as “Accomplished” will be deemed comparable to one another;
 - ii. All teachers defined as “Skilled” or “Developing” will be deemed comparable to one another;
 - iii. All teachers defined as “Ineffective” will be deemed comparable to one another.

2. Second, continuing contract teachers shall be reduced utilizing the following order:
 - a) Licensure/Certification
 - b) Competency as determined by formal evaluation
 - c) When evaluations are comparable, seniority in the District shall prevail.
 - d) Comparable will be defined as follows:
 - i. All teachers defined as “Accomplished” will be deemed comparable to one another;
 - ii. All teachers defined as “Skilled” or “Developing” will be deemed comparable to one another;
 - iii. All teachers defined as “Ineffective” will be deemed comparable to one another.

- d. "Seniority" will be defined as the length of continuous service as a certificated/licensed employee under regular full-time contract in this District. Exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment. Updated seniority lists shall be provided to the Association president by November 15th of each year. The Association president will return the list with any corrections by December 15. Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification/licensure giving preference, within each area of certification/licensure, first to teachers on continuing contracts, then to professionally or permanently certificated/licensed teachers or provisionally certified/licensed teachers on limited contracts, and finally to limited contract teachers with temporary or one-year vocational certification.

5. Procedure

- a. A seniority list will be developed by the Superintendent on or before November 1 of each school year. Teachers shall be placed on all lists for which they are certified/licensed.
- b. Seniority will be defined as the length of continuous service as a certificated/licensed employee under a regular full-time contract in the District. Teachers, excluding SGIs, not on regular full-time contracts will be given one (1) year of seniority for each two (2) years of continuous service in the District.
 1. Board approved unpaid leaves of absences will not interrupt continuous service, but time spent on such leave shall not count toward seniority.
 2. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:
 - i. the date of the Board meeting at which the teacher was hired; and then by
 - ii. the date the teacher signed his/her initial employment contract in the District; and then
 - iii. any remaining ties will be broken by lot. The tie breaking procedure will be selecting a number from a container with each number representing a different employee. The first number selected will be the most senior and the next number selected will be the next most senior and so forth until all ties in seniority are broken. The selection will be made by the administration with a representative of the Association present.
- c. In making reductions, the Board will proceed to suspend contracts in accordance with the recommendation of the Superintendent who, within each teaching field affected, will give preference to teachers on continuing contract. The Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations as defined in 4 above.
- d. Teachers selected for RIF shall immediately be placed on a RIF list compiled from the seniority lists.
- e. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each teacher is reinstated, the Board shall notify the Association President.

6. Recall

- a. Any teacher unemployed as a result of staff reduction shall be recalled based on certification/licensure, with preference given to teachers with continuing contracts. In recalling teachers, the Board will not give

preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations as defined in 4 above.

- b. While there are previous teachers of the District who are unemployed as a result of a RIF and who possess proper certification/licensure to fill any vacancy which may arise, no new teacher(s) shall be hired for the period provided in Paragraph F6, below.
- c. The Board shall give written notice of recall by a certified registered delivery letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.
- d. Within ten (10) business days of the returned certificate of a certified delivery of an offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on the RIF list who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Section.
- e. Teachers returning to employment after a RIF shall resume their previous contract status, seniority, salary, and existing fringe benefits.
- f. If a teacher declines an offer to return, or does not answer a request to return, or does not keep his/her address current with the Board Treasurer, or was on a limited contract and has been on the recall list for twenty-four (24) months from the effective date of the reduction per Section 7/3, above, said teacher shall be removed from the recall list and the Board shall have no further obligation to the teacher. However, no teacher shall lose his/her place on the recall list by declining a position with a lesser percentage of full-time employment than the position the teacher last held while employed in the District.
- g. It shall be the responsibility of all teachers to have on file in the Superintendent's Office all valid Ohio Teaching Certificates/Licenses.
- h. A teacher when on a recall list who becomes certified/licensed in additional areas shall not have bumping rights over a teacher currently employed. However, said teacher will be added to the appropriate RIF list in the additional certified/licensed areas.
- i. Any teacher unemployed as a result of staff reduction effective July 1, 2013, shall be recalled in reverse order of being released provided the teacher is certificated/licensed. This section (i.) will sunset when all teachers on the recall list effective July 1, 2013 have been recalled, removed or exhausted twenty –four (24) months on the list.

B. SMALL GROUP INSTRUCTOR LAYOFF PROCEDURE

- 1. When, by reason of decreased student population in need of tutoring, return to duty of regular Small Group Instructors (SGIs) after leaves of absence, suspension of schools,

financial reasons, or territorial changes affecting the District, the Board may implement a reasonable RIF in accordance with Article 7 except as specified below.

2. Small Group Instructors (SGIs) shall be included on a separate seniority list for purposes of reduction in staff. An attempt will be made to give thirty (30) days notice prior to the end of the school year of proposed RIF position/s, but notice will not be given later than July 10 to SGIs whose contracts are suspended because of a reduction in staff. SGI employees will placed on a recall list for twenty-four (24) months.
3. The Board may also reduce hours, days, or positions of SGIs based upon the availability of Federal funds.

C. DISCIPLINE

A Teacher may be disciplined for just cause, such discipline will be progressive in nature.

1. The teacher will receive written notice of the concerns and have the opportunity to respond to the concerns via a meeting prior to implementation of disciplinary action
2. The teacher shall have the right to representation in any disciplinary proceedings.
3. The meeting shall not be unreasonably delayed due to the unavailability of a representative

The Superintendent or designee may initiate action on any step in the procedure, depending upon the number of incidents, the teacher's past and present performance, and the seriousness of the offense.

Step 1	Oral Reprimand (Superintendent or Designee)
Step 2	Written Reprimand (Superintendent or Designee)
Step 3	Suspension without Pay or Temporary Reassignment with pay. (Superintendent-without need for board action)
Step 4	Termination for Just Cause consistent with ORC 3319.16 (Superintendent initiates via recommendation to board)

Any such discipline, other than termination, will be subject to the grievance procedure. Should such discipline result in a recommended termination of employment, the procedures set forth in Ohio Revised Code Section 3319.16 shall govern exclusively.

D. STUDENT DISCIPLINE

1. When a teacher is no longer able to manage a discipline problem in the classroom, the problem shall be referred to the Building Principal; and the teacher may effect an emergency removal from the curricular or extracurricular activity he/she is supervising, if the student's presence poses a continuing danger to persons or property or a threat of disrupting the academic process. As soon as practicable after making such a removal, the teacher shall submit, in writing to the Principal, the reasons for such removal.

2. The Principal, working cooperatively with teaching staff, will develop guidelines for teachers sending pupils to the office and the disposition of related problems.

E. PROCEDURE FOR HANDLING PARENTAL COMPLAINTS

1. If the Board or the Association receives a complaint, he/she shall inform the bargaining unit member in a timely fashion if the complaint is to be dealt with as described in Paragraph C3, below. The member, if requested by the Principal, will make personal contact with the complaining person within two (2) workdays. It is the responsibility of the member to inform his/her Immediate Supervisor of the contact and of the complaint status.
2. Anonymous complaints shall not be placed in a personnel file or used as basis for evaluation.
3. No parental complaints will be placed in a personnel file unless an investigation into a complaint leads to a letter of explanation, evaluation and/or disciplinary action.
4. If a teacher requests that a Principal or other staff member attend a parental conference, the Principal shall arrange a meeting with the parent and the teacher at a mutually convenient time.

F. INDIVIDUAL CONTRACTS

1. Limited Contracts

- a. All full-time teachers who are not eligible for a continuing contract shall be eligible to receive limited contracts according to the following schedule:
 - (1) three (3) one-year contracts of at least one hundred twenty (120) days duration each;
 - (2) three (3) two-year contracts; and thereafter
 - (3) three-year contracts.
- b. Implementation will be coordinated with years of service in the District.

2. Supplemental Contracts

A supplemental contract will be issued for supplemental positions filled by the Board, and no employee will be asked to perform a supplemental duty without a supplemental contract.

3. Continuing Contract Eligibility

Continuing contract eligibility shall be governed by State law. A continuing contract shall be awarded only at the expiration of an existing limited contract, unless otherwise agreed to by the teacher and the Board.

4. Current Limited, Continuing, Supplemental, Contract forms and the Salary Notice form are attached as Appendices C, D, E, and F.

G. VACANCIES AND TRANSFERS

1. Vacancies

- a. A teacher vacancy shall exist when a new teaching position is created by the Board, or when the Superintendent decides to fill a position which becomes vacant due to the death, resignation, retirement, termination, nonrenewal, promotion, transfer or leave of absence of a teacher for more than one (1) year.
- b. The Administration agrees to post in each building any teacher vacancy occurring during the school year. During summer vacation, vacancies will be posted at the Board Office, all school buildings, and sent to the Association President and those employees who have indicated a desire to transfer in Paragraph E2a, below.
- c. Current teachers, who have not already made their general desires known through Paragraph E2a, below, will have five (5) workdays from the date of mailing or date of posting in which to apply for the vacancy.
- d. A teacher vacancy created after the beginning of a school year will be filled temporarily for the remainder of the school year. Teachers employed after the school year begins shall be nonrenewed at the end of the school year. The teaching position will be posted as a regular vacancy for the following year. The posting will be done in May.
- e. All applicants for a vacancy must possess proper certification/ licensure within thirty (30) days of the time the job starts. Temporary certificate/license shall not be allowed to satisfy this requirement, if there are applicants with regular certificates/licenses otherwise available. ~~Current staff will be given first consideration for openings and will be given a response within twenty (20) workdays after the interview and, if denied over outside applicants, the current staff member will be given specific reasons for the denial of transfer.~~
- f. A "workday" is when the Board Office is open for business.

2. Voluntary Transfers

- a. Annual Notification by Teacher of Preference to Transfer

Any current teacher wishing a new assignment for the following year shall, by March 1, notify the Superintendent in writing of his/her desires and the area(s)/grade level(s) and building(s) wanted. Such requests shall be kept on file until April 1 of the following year unless the member withdraws such request.
- b. Voluntary transfers shall be initiated by a teacher and shall be according to the following guidelines.

- (1) Written request to the Superintendent expressing a desire to be voluntarily transferred.
- (2) Requests for voluntary transfers shall be filed within five (5) days of the posting of the notice of the vacancy. The requesting party shall receive, within five (5) days following the end of the posting; a response to his/her requested transfer from the Superintendent. Such response shall be:
 - (a) Approval of transfer request and date that transfer is to become effective;
 - (b) Denial of transfer request;
 - (c) Deferment of decision on transfer request.

c. A teacher accepting a voluntary transfer shall not be transferred a second time for at least one (1) school year.

3. Involuntary Transfer

- a. It is recognized that from time to time it may be in the best interest of the educational program to transfer members of the instructional staff from one (1) assignment to another and/or from one (1) building to another.
- b. The Superintendent may direct an involuntary transfer of building, subject, or grade level. If a teacher is to be involuntarily transferred to a different building or to a different grade level in the elementary grades or to a different department in the secondary level, the Superintendent shall meet with the teacher, upon the teacher's request, to share the rationale for this action. Notification normally shall be given to the involved teacher(s) by August 1, preceding the effective date of said involuntary transfer.
- c. The Superintendent may direct an involuntary transfer of a teacher for identified performance reasons.

H. TEACHER EVALUATION

1. Philosophy, Purpose, and Objectives

a. Philosophy

Staff evaluation has two (2) major goals: to ensure effective teacher performance, and to provide for the continuous development and improvement of the individual teacher. The achievement of these goals will result in the improvement of instructional practices, thereby giving students the opportunity to reach their maximum potential.

b. Objectives

- (1) To continue to improve the quality of instruction through a regular review of teaching performance.
 - (2) To assess teacher effectiveness by using appropriate appraisal procedures.
 - (3) To commend exceptional teaching.
 - (4) To recommend means of improvement where appropriate.
 - (5) To establish a framework whereby general goals and specific objectives can be cooperatively developed.
 - (6) To aid in creating and maintaining a professional climate for teachers and administrators to cooperate in meeting educational responsibilities to children.
 - (7) To assist staff members in clarifying and establishing performance expectations, specific duties, responsibilities, and establishing a system of support and collaboration.
 - (8) To provide an information source for consideration in administrative decisions affecting continuing contract status, promotion, and reemployment.
2. For those bargaining unit members where 50% or more of their time is providing content related student instruction, evaluations shall be completed pursuant to the Ohio Teacher Evaluation System. The District, in collaboration with Dalton Local, Rittman Exempted Village School District and Southeast Local School District has developed an Ohio Teacher Evaluation System Handbook (“OTES Handbook”).
3. Evaluation criteria will be explained to the staff before formal classroom observation. The Board will be responsible for providing training for bargaining unit members to assist them in understanding how the evaluation system will be applied. Not later than September 15, or in the case of a new teacher, within thirty (30) days of the first day worked; each teacher will be notified in writing of the name and position of his or her assigned evaluator. Evaluations will be done on the forms set forth in the attached OTES Handbook. Evaluations done on other than the official form shall not be considered valid by the Board.
4. The teacher evaluation procedure contained in this Agreement applies to the following employees of the District:
- a) Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

- b) Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing content-related student instruction.
 - c) Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing content-related student instruction.
 - d) Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.
5. The evaluator will not be a bargaining unit member.
6. The criteria for a performance assessment will be:
- a) Assessed based on the standards for the teaching profession and the criteria set forth in the evaluation instrument, the OTES Handbook.
 - b) No misleading, inaccurate, or untimely information may become part of a teacher's performance assessment.
 - c) No information shall be collected through use of videotaping or audio taping without the teacher's knowledge and consent in lieu of a direct evaluation observation.
7. There will be at least four (4) weeks between observations. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted.
8. The supervising principal and the Superintendent and/or his/her designee will meet with the bargaining unit member and Association representative prior to nonrenewal, suspension, or termination to give the reasons for the recommendation. The reasons given shall be specifically stated in writing if requested by the bargaining unit member.
9. Each traveling bargaining unit member shall be assigned to only one administrator for the purpose of this evaluation procedure. This administrator may seek input from other administrator(s) (in whose building(s) said traveling bargaining unit member is assigned during the school year) in making the evaluation. Any said input shall be provided to the bargaining unit member as part of the evaluation process.
10. Walkthrough(s)
- a) A walk-through is an informal observation for a limited time period that will normally not exceed fifteen (15) minutes.
 - b) Walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

- c) Any evidence deemed by the evaluator to be pertinent to the evaluation process will be documented and shared, in writing, with the teacher within two (2) workdays of the walk-through.

11. Improvement Plan

- A. The evaluator together with the teacher will formulate the Improvement Plan. The Improvement Plan should include:
 - a. specific performance expectations, resources and assistance to be provided,
 - b. the District will provide for the allocation of financial resources to support professional development for staff on improvement plans.
 - c. timelines for its completion,
 - d. two professional indicators documented as ineffective through the formal evaluation process,
 - e. reasonably sufficient time (not less than six (6) weeks for a plan resulting from two (2) “ineffective” performance ratings ; One (1) year if an Improvement Plan developed due to a “below” rating on the value added portion of the evaluation) and duration, as to allow the teacher to improve performance to a satisfactory level
- B. The District will provide the teacher with trained mentors/coaches as appropriate. The mentors/coaches will be provided release time to allow for meetings/observations with the teacher under an Improvement Plan.
- C. If the final evaluation indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the Improvement Plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.

- D. In the event that the teacher and the evaluator cannot agree on the evaluator’s expectations for the Improvement Plan, the teacher may request an administrator of the District to facilitate further discussion between the teacher and the evaluator.
- E. The teacher shall be entitled to Association representation to any and all conferences in this evaluation procedure.

12. Student Growth Measures (SGM)

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of two (2) consecutive years of SGM data from the same grade level, subject matter, and/or age level.

Job sharing arrangements: The percentage of SGM scores applicable to teachers in an approved job sharing arrangement shall have been agreed to by the individual teachers in the job sharing arrangement and documented by the building principal.

Co-teaching arrangements (e.g. Inclusion): Teachers who have an approved co-teaching arrangement shall have a percentage of the SGM score for the individual teachers in the co-teaching arrangement based on the time each has spent with the student(s).

13. General Principles

- a. The Student Growth Measure used for a teacher depends on the teacher category within which he or she falls. See definition of Teacher Categories.
- b. For Category A1 and A2 teachers, each teacher shall have the opportunity to review the students for whom they are identified as teacher of record prior to the District verifying the teacher’s data and SGM rating in order to ensure accuracy in reporting. If the teacher believes either the teacher of record designation or the underlying student information is inaccurate, s/he shall notify the Superintendent or his/her designee no later than the last Friday in April, unless another date is denoted by the Superintendent.
- c. For Category A2 teachers, the teacher shall have the opportunity to review the percentage of reading/math the teacher teaches proportionate to his/her individual schedule.
- d. District Student Growth Measurement Index:

Teacher Category	Value-Added	Vendor Assessment	LEA Measure		Total
			SLO / Other	Shared Attribution	
A1	50%			0%	50%
A2	Up to % proportionate to schedule		Up to % proportionate to schedule	0%	50%
B		25%	25%	0%	50%
C			50%	0%	50%

14. Student Growth Measure Process for Category A2, B and C teachers

- a. Category B teachers will receive information and/or training regarding vendor assessments utilized to identify their Student Growth Measure as that information becomes available to the Board.
- b. These teachers will receive information and training regarding SLO’s.
- c. The District will provide SLO training to teachers. By the second Friday in January, the Student Growth Committee (SGC) will determine for the upcoming school year a timeline for these teachers to develop SLOs (which includes a submission, review, resubmission deadline for the SLO, SLO scoring template and SLO numerical rating notices) and will define the SLO interval of instruction.

Teachers will complete the SLO template and checklist to construct Student Growth Measures and submit it to the SGC no later than the third Monday of September.

Teachers will complete the SLO template and checklist to construct Student Growth Measures for second semester classes and submit it to SGC no later than the third Monday of January.

A teacher whose SLO is rejected by the SGC shall have ten (10) calendar days to correct and resubmit the SLO.

Each of these teachers shall submit the SLO scoring template with the numerical rating to the evaluator by May 1.

- d. Each of these teachers shall receive notice of the SGM results for vendor assessments and the numerical ratings for the SLO prior to them being reported, as may be statutorily required. If the teacher believes the SGM result is inaccurate, s/he shall notify the Superintendent or his/her designee within ten (10) calendar days of the date of the notice.

15. Student Growth Committee

The SGC will:

- i) Complete its obligations under section 13. Student Growth Measure Process for Category A2, B and C teachers.
- ii) Review the District Student Growth Measurement Index in section 13 and make a recommendation to the Joint Evaluation Committee (JEC) by the second Monday in May, regarding the percentages and/or default percentages to be utilized for the upcoming school year for Category A1, A2, B and C teachers.
- iii) By the second Monday of October, the committee shall review all submitted SLOs and notify each teacher whether the submitted SLO was approved or rejected.

The committee, or a designated member(s), shall work with any teacher whose SLO has been rejected to finalize the SLO.

- 16. The teacher will review and approve the SLO scoring template numerical ratings and forward them to the Superintendent by May 1 unless another date is denoted by the Superintendent.

- 17. In regard to SLOs, if a teacher has a large student population that causes data collection to be unnecessarily arduous, that teacher may request the SGC to review the situation and identify those required courses to be used for his/her SLOs. Should the SLOs still be unnecessarily arduous, then focus should be on those courses with the highest number of student enrollment for the teacher's recommended number of SLOs. All efforts will be made to achieve comparability and consistency among teachers across subjects and grade levels regarding the number of SLOs.

18. The SGC will review and/or make a recommendation(s) on the issues of (a) student absence in regard to how absence will affect inclusion of the student for value-added and for SLOs; and/or (b) how to handle the student growth of a teacher on an approved leave of absence; and/or (c) how to handle the student growth of a teacher who has transferred to teaching a different grade level or course of instruction; and/or (d) how to handle assignment of teacher of record, inclusive of assigned percentages, for co-teachers.

19. Completion of Evaluation Process

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. A copy, signed by both parties, shall be retained by the teacher.

20. A committee composed of two representatives of the Association and two representatives of the Administration shall meet to discuss any changes to the current evaluation procedure. The parties reserve the right to mutually adapt the implementation of the evaluation procedures to comply with changes in Ohio law or ODE requirements by entering into an MOU ratified by both parties.

21. Any alleged violation of the evaluation procedures shall be subject solely to the grievance procedure set forth in Article 3

22. Failure by the District to adhere to any timeline or condition established in this Agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher at their current contract status. If timelines are missed by administration due to bargaining unit member failure to adhere to timelines or conditions, the evaluation will proceed as set forth in this document.

23. Basis for Termination

The contract of a teacher may be terminated by the Board for good and just cause consistent with ORC 3319.16. Good and just cause for termination for classroom teachers includes receiving two (2) consecutive years of Ineffective composite ratings, based upon two (2) years of student growth data for the assigned teacher beginning with the close of the 2013 – 2014 school year. For non-classroom teachers, good and just cause for termination includes receiving two (2) consecutive years of Ineffective performance ratings.

24. Statutory Relationship

If the Board intends to nonrenew a limited contract teacher, all other procedural due process requirements of ORC 3319.11(G) [including written notice; statement of reasons; hearing with the Board of Education, Court appeal] shall be applicable.

I. STUDENT MEDICAL NEEDS – DRUGS

Nothing in this policy shall be construed as requiring a bargaining unit member, other than nurse(s), to administer medication or drugs to students if the member objects.

J. NOTIFICATION OF CRIMINAL BEHAVIOR

When a student is assigned to a bargaining unit member, the Administration will notify the member if such student has a known history of criminal-type behavior of an aggressive, violent nature.

K. NOTIFICATION OF COMMUNICABLE DISEASES

Bargaining unit members will be notified of known, serious communicable diseases of students with whom members have contact, except as restricted by law.

L. CLASS SIZE

1. The pupil-teacher ratio shall meet or exceed the State Minimum Standards. There shall be no less than forty (40) classroom teachers per 1,000 basic ADM and no less than five (5) Education Service Personnel (ESP) teachers per 1,000 students. For the purposes of this Section, "classroom teachers" and "ESP teachers" shall be defined as per Ohio Revised Code 3317.023.
2. The Administration/Board will attempt to limit to twenty-five (25), the number of students in any class in grades Kindergarten through and including Sixth.
3. Building administrators will seek teacher input in the assignment of classroom aides on an annual basis. Assignment of aides to classes should be based upon a teacher's workload, number of assigned students, or other relevant considerations.

M. LABOR/MANAGEMENT RELATIONS COMMITTEE

The Association and the Board will establish a joint Labor/Management Relations Committee. The Committee will meet on a quarterly basis, or on a schedule approved by the Committee.

N. REPORTING OF GRADES

There shall be at least a minimum of three (3) working days between the close of a grading period to the time grades are due, except at the end of the school year. Where there is a question of athletic eligibility, upon request, teachers may be required to fill in an athletic notification for the athletic department, in addition to the grade reports in a shorter period of time.

O. DUTY DISTRIBUTION

Duties shall be distributed and rotated to the extent feasible.

P. TEACHER WORKDAY AND WORK YEAR

1. The length of the teacher workday shall be seven (7) hours twenty-five (25) minutes for elementary teachers; seven (7) hours thirty (30) minutes for middle school/high school teachers (secondary 5-12). The work year shall consist of one hundred eighty-five (185) days with student classes scheduled one hundred eighty (180) days. The five (5) work days without students shall be *one-half (1/2) for administrative meeting/in-service and one-half (1/2) day for individual teacher preparation, 2015 – 2016 School year one hundred eight-four (184) work days with 180 days for students and four (4) workdays

without students. The four (4) work days without students shall be *one-half (1/2) for administrative meeting/in-service and one-half (1/2) day for individual teacher preparation.

- a. The work day will be as follows unless otherwise mutually agreed upon by the EAO and the Board:
 - i. First weekday prior to the first day of school for students.
 - ii. The first weekday following the close of the end of the first, second and third nine weeks. Beginning with the 2015 – 2016 school year the days will be the first weekday following the close of the second and third nine-weeks.
 - iii. First weekday following the last day of the school year for students.

Regularly scheduled high school staff meetings shall be limited to one per month (unless there is an emergency need). If a regularly scheduled high school staff meeting exceeds thirty (30) minutes in length, the time past the thirty (30) minutes will be deducted from the three (3) hour and forty (40) minutes of meeting/in-service time on the next available teacher workday.

Due to variations in staff needs (i.e. homerooms, extracurricular and curricular assignments), the teacher workday may be shifted slightly with the approval of the LMC, but may not exceed the length of the workday as provided above.

2. Elementary buildings will set aside not less than forty-five (45) minutes of dedicated staff time at the beginning of the school day for faculty meetings, staff in-service, collegial planning time, IAT meetings (where feasible) and teacher preparation. This time is intended to be used in a meaningful and productive manner and will be protected from excessive or unnecessary meetings. Complaints, if any, should be referred to the LMC.
3. Middle school and senior high teachers will be assigned to no more than six (6) instructional classes, and no more than four (4) preparations per day, unless they agree to more.
4. Each full-time Middle School and High School teacher shall be guaranteed at least one (1) planning period daily within the student contact day.
5. Each full-time elementary (K-4) contained classroom teacher shall have forty (40) minutes of uninterrupted planning time during the student day [two hundred (200) minutes per week] through the use of released time for art, music, physical education, library, computer technology, or other activities. Elementary special area teachers will have forty (40) minutes of uninterrupted planning time [two hundred (200) minutes per week] during the student contact day.
6. Definition

Planning time is for work-related activities including but not limited to planning, grading, recordkeeping, and conferencing.

7. The Board may purchase, from the bargaining unit member, an additional instructional period at one-sixth (1/6) of the base salary. Instructional periods for less than one (1) year will be prorated. Bargaining unit members have the right to turn down the offer.
8. Effective school year 2015 – 2016 all non-core teachers, will have one planning period. Teachers working a planning period during school year 2014 – 2015 will be paid per the Negotiated Agreement in effect in during school year 2013 – 2014 school year.

For the purpose of this agreement Core Subject areas are defined as English/Language Arts, Foreign Language, History/Social Studies, Math, and Science.

Teachers teaching more than three (3) traditional core subjects will be entitled to two (2) planning periods. PLATO, Credit Recovery and Interventions are not considered core subjects. Traveling teacher will not be required to teach the extra class.

* One-half-day (1/2) constitutes three (3) hours and forty (40) minutes)

Q. PERSONNEL FILES

1. The only official personnel file shall be maintained in the Superintendent's Office.
2. Anything deemed detrimental by the Superintendent will not be placed in the teacher's file before the teacher has an opportunity to see it and respond in writing.
3. There shall not be any material in the file that is obsolete, inaccurate, irrelevant, incomplete, untimely, not identifiable as to source or inappropriate for retention. If a teacher believes otherwise, the matter must be brought to the attention of the Superintendent for an investigation pursuant to Ohio Revised Code 1347, prior to filing a grievance.

R. PAYROLL DEDUCTIONS

1. All Association members will be permitted payroll deduction for Association dues. Deductions will commence the first pay in October and will be deducted equally from all pays through the last pay in August the following year. The Association Treasurer shall notify the Board Treasurer of the amount to be deducted on or before September 15 of each year. Dues deducted will be forwarded to the Association Treasurer within five (5) days of the deductions.
2. The Board Treasurer will accept written requests for voluntary deductions for the Wayne County School Employee's Federal Credit Union for any payroll not yet processed.
3. Written requests for voluntary deductions for tax-sheltered annuities will be accepted if received on or before December 15 and shall be effective on January 15. Any bargaining unit member shall be permitted up to three (3) changes per school year. The Treasurer may accept additional request(s) for changes under extraordinary circumstances which, in his/her judgment, warrant an expansion of the limitations expressed above.
4. Written request for voluntary United Way payroll deductions will be accepted each school year. Payroll deductions will begin with the first pay in December through the last pay of August [up to eighteen (18) pays].

5. Fair Share Fee

- a. All bargaining unit members shall become a member of the Association or pay a fair share fee each year as a condition of employment. A fair share fee deduction shall be automatic and does not require the written authorization of the bargaining unit member. Fee deductions shall be made on the same payroll dates that the Association dues are deducted. The Board obligation to deduct the fee shall cease upon the removal of the bargaining unit member from the Board's active payroll for any reason.
 - b. It shall be the responsibility of the Association to determine rebate procedures for nonmembers according to Federal law and provisions of Ohio Revised Code 4117.
 - c. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of, or connected with, the imposition, determination or collection of this provision, and to indemnify the Board for any liability imposed on it as a result of any such suit, claim or administrative proceeding, including attorney fees and Court costs.
 - d. The Board Treasurer shall provide the EAO Treasurer, within five (5) calendar days of the fair share fee deduction, the total amount deducted each pay period.
6. Written request for voluntary EPAC payroll deductions will be accepted until October 31 of each school year, and shall continue until revoked in writing to the Board Treasurer and the Association President.

S. LIABILITY SETTLEMENTS

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

T. MAINTENANCE OF CERTIFICATION/LICENSURE

1. Teachers choosing to surrender their teaching certificates/licenses, or allowing a certificate/license to expire shall so notify the Superintendent, in writing, during September or October of the preceding school year.
2. The Board will pay all BCI and license renewal fees. Receipt will be submitted to the Board Treasurer for reimbursement.

U. STUDENT TUITION WAIVER

The Board will waive any tuition of nonresident children of employees in the bargaining unit. The Superintendent will assign these student(s) to the most appropriate class. No more than ten (10) students per school year shall receive a waiver under this Section, and for this Section shall be selected in order of his/her application. Applications should be received no earlier than the end of the school year preceding the year for which the tuition waiver is sought.

V. EDUCATION OF STUDENTS WITH DISABILITIES

1. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the student is educated and that each student's education plan will be developed in accordance with his/her individual special needs.
2. Any teacher involved in educating a student who is being served under an IEP or 504 Plan will be given a copy of that plan and will be given the opportunity to provide input and feedback in the development, implementation or revision of that plan. A teacher may also access an electronic copy of a student's IEP or 504 Plan. A teacher with questions or concerns about a student's IEP/504 Plan should contact his/her building principal and/or the Director of Special Education. Thereafter, unresolved issues should be directed to the Superintendent. Any revisions to a student's educational program must be made through the IEP/504 process.
3. Recognizing that special classes, separate schooling, or removal of students with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily; the District will:
 - a. Offer a continuum of services including intervention specialists that will support and assist the regular education teachers in providing education in the least restrictive environment;
 - b. Provide in-service training to teachers and Small Group Instructors (SGIs) to assist in addressing the legal and educational needs of disabled students in a regular educational classroom environment;
 - c. Adopt a successful model for an inclusive program to be used in a regular educational environment.
 - d. Provide the individualized supplementary aids and services, including personnel, as determined necessary by the IEP/504 Plan, to provide instruction, medical procedures, or individualized assistance in a regular educational environment. When five (5) or more students with disabilities are integrated into a special area class and safety is an issue for that day, additional adult supervision will be provided if requested by the teacher.
 - e. Intervention specialists assigned to multiple elementary grade levels will have one grade level per instructional period.
 - f. A high school bargaining unit member teaching a core academic content area class whose class is fifty (50%) percent or more special education students may

9. Teachers may adjust their daily schedules to create time necessary to complete IEP's and 504 Plans with approval of the Building Principal.

10. Review of Student Placement

A teacher may call a meeting of the building's Intervention Assistance Team and may recommend a student for referral for evaluation. Once a teacher makes a referral and a parent provides written consent, the teacher will be informed of the statutory timeline within which the evaluation must be completed. Teachers may request an IEP/504 meeting through the Special Education Director or IEP/504 Chairperson.

W. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. The Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for continuing education unit (CEU) credits, monitor the organization and planning of inservice programs, the existing mentor program, and identification of priorities for District staff development in collaboration with the Superintendent. The LPDC will serve as a discussion group for instruction and curriculum issues and other equivalent activities. The LPDC will be subject to any and all interim rules and regulations constituted by the State of Ohio.
2. The term of office for LPDC members shall be three (3) years, except the initial term shall be staggered [one year, two years, and three years] to provide continuity.
3. The LPDC shall be composed of three (3) persons appointed by the Association, which shall have as representation elementary, middle school and high school and two (2) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.
4. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.
5. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board of Education per the Board appeals procedure as the alternative to the independent appeals procedure.
6. For the life of the Contract, the LPDC will meet as deemed necessary by the LPDC working in collaboration with the Superintendent. The agenda for the meeting will be distributed in advance of the meeting.
7. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any Professional Leave restrictions, but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.
8. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent. The responsibility for keeping track of necessary requirements is that of the individual.

9. Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the individual may be required to appear in person before the LPDC.
10. For the term of the Negotiated Agreement, the LPDC will undertake the responsibility for the Master Teacher Program as required by SB 2.

The LPDC will:

- a. Function as the Master Teacher Program Committee of at least five total members (majority teachers) to review and score Master Teacher applications.
- b. Establish formatting, assembling and submitting requirements. (using the document on the Master Teacher Program produced by the ODE Center for the Teaching Profession. Appendix H.)
- c. Report the number of Master Teachers in their district through EMIS beginning with the 2009-2010 school year.
- d. The District will insure that, under no circumstances, will the involvement in the activities of the Master Teacher Program Committee result in any adverse employment decisions for Committee Members or Master Teachers.
- e. Insure that the Master Teacher Program process shall have no adverse impact on the teacher's employee evaluation.
- f. Assure that the Master Teacher Program process is completely voluntary for bargaining unit members.
- g. Determine at the expiration of this Negotiated Agreement if the tasks of Master Teacher Committee are able to be continued in future Negotiated Agreements by the LPDC. The LPDC will make their recommendation to the Association and Board Negotiation Teams prior to the start of the next negotiations.

X. RESIDENT EDUCATOR PROGRAM/TEACHERS NEW TO THE DISTRICT

A. Purpose

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

B. Definitions

1. Resident Educator Program

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

2. Mentor

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

3. Resident Educator Teacher

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

4. Teacher New to the District

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

C. Resident Educator Committee

1. The Committee shall be comprised of five (5) members, with three (3) appointed by the EAO Executive Committee and two (2) appointed by the Superintendent by May 1 of each school year.

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

3. The Committee Chairperson shall be a member of the committee.

4. A meeting may be conducted if a majority [three-fifths (3/5ths)] of the members are present. The Committee shall act by a majority vote of the members present at the meeting.

5. Committee members shall be provided release time three (3) times per school year to attend Committee meetings; said release time shall be separate from any other release time covered under this Agreement.

6. The Committee shall select the teachers who will act as Mentor Teachers.

7. Application forms for Mentor Teacher positions will be made available to all bargaining unit members.

D. Mentors

1. Qualifications

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

2. Selections

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

3. Training

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

4. Responsibilities

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

5. Release Time

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

6. Stipend

Each Mentor Teacher assigned a Resident Educator in their first year or second year of the ODE Resident Educator Program shall be paid a stipend of Seven Hundred Fifty Dollars (\$750.00) each year.

7. Continuing Mentor Assignments

Each Mentor Teacher assigned a Resident Educator in their third or fourth year of the ODE Resident Educator Program shall be paid a stipend of Five Hundred Dollars (\$500.00) each year.

E. Lead Mentors

1. Qualifications

A District Lead Mentor shall:

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

2. Selections

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

3. Responsibilities

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

4. Release Time

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

5. Lead Mentor will be paid a stipend of Two Thousand Five Hundred Dollars (\$2,500).

F. Resident Educators and Teachers new to the district

1. Each Resident Educator required to fulfill requirements as set forth by ODE shall be provided with resources necessary to complete the program.
2. The Resident Educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (1/4) day increments and shall be coordinated by the Superintendent.

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

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

G. Protections

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

H. Program Review/Revisions

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

I. Records

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

Y. BLOOD-BORNE PATHOGENS

Bargaining unit members shall be included as "at risk" for blood-borne pathogens and shall receive training and protection accorded those "at risk."

Z. YEAR-ROUND SCHOOL

The parties agree expressly to commit to completion of "effects bargaining," if the District determines to have year-round school operation prior to implementing year-round school.

AA. NATIONAL BOARD CERTIFICATION BONUS

Teachers who earn National Board Certification will be paid a one-time One Thousand Dollar (\$1,000) bonus, effective July 1, 2002. All teachers who currently hold National Board Certification are eligible for this one-time award.

ARTICLE 8 - SMALL GROUP INSTRUCTORS PROVISIONS (SGIs)

A. SGIs DEFINITION

Special Education Tutors, LD tutors, academic coaches, and Title I tutors, and Math Lab Coordinator, shall be known as Small Group Instructors (SGIs).

B. CONTRACTS

SGIs shall not be eligible for tenure, but shall be issued a contract as follows:

One year contract -- Upon initial employment

C. SCHEDULED TIME PAY

SGIs will be paid their regular hourly rate even if no students show up for a scheduled session. The SGIs shall use such time as preparation time.

D. MEETING PAY

SGIs will be paid their regular hourly rate for required attendance at meetings with teachers of students assigned to the SGIs, parent/teacher conferences, faculty meetings, in-service meetings, and IAT/MFE/IEP/504 conferences.

E. SPECIAL EDUCATION SGI PLANNING AND CONFERENCE TIME

Special Education SGIs will be provided with weekly planning and conference time equal to ten (10) percent of their regularly scheduled hours. Weekly planning time missed due to the absence of the SGIs or school not in session will be lost for the week.

F. EVALUATION

Each SGI shall be assigned a supervisor for evaluation and reporting off purposes. Each SGI will be evaluated one time per year, after three (3) years they will be evaluated every other year.

G. ACADEMIC COACHES VS. TEACHERS

Academic Coaches/Reading Coaches will not be used in the place of Reading Teachers.

ARTICLE 9 – DURATION AND INTENT

A. DURATION AND EFFECT

1. This Contract and appendices, becomes effective July 1, 2014, and remains in force until June 30, 2017. It has been negotiated in good faith by the aforementioned parties and has been fully explained to and ratified by the parties who have authorized their representatives to sign below.
2. The execution of this Agreement creates a legal and binding document on both parties and may not be changed, altered or modified by either party unless done in accordance with this Contract. All parties agree to comply with the provisions of this Contract.

B. CONTROLLING AGREEMENT

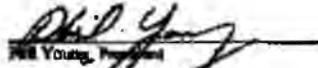
This agreement is the negotiated contract between the Board and the Association. If there is any conflict between this Contract and policy or practice, this Contract shall be controlling.

C. DAYS

“Days,” in this Contract, are calendar days unless otherwise specified.

SIGNATURES

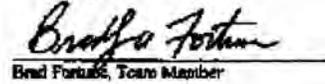
FOR THE ASSOCIATION


Phil Young, President


LaVonne Lebeck Edmo,
EAO-Principal Representative


Melody Bishop, Team Member


Ben Olsen, Team Member


Brad Fortabe, Team Member


Barb Sehechec, Team Member

FOR THE BOARD

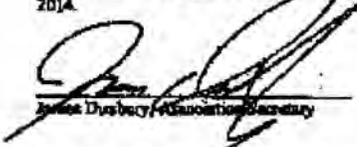

L. Owen Schmitt, President


James K. Rubin, Superintendent

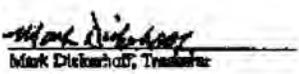

Mark Dickhoff, Treasurer

Board Member

This Collective Bargaining Agreement was ratified by ballot of the Association on 5/22/14
2014.


Mark Dickhoff, Association Secretary

This Collective Bargaining Agreement was ratified by the Board at its meeting on June 12
2014.


Mark Dickhoff, Treasurer

APPENDIX A

**ORRVILLE CITY SCHOOLS
GRIEVANCE FORM
LEVEL _____**

Name _____

Building _____

Statement of Grievance _____

Resolution Sought _____

Signature _____

Date _____

Disposition Rendered _____

Signature _____

Date _____

Attach additional pages as necessary in order to complete any section.

APPENDIX B

TEACHER CONTRACT: LIMITED

**ORRVILLE CITY SCHOOLS
815 NORTH ELLA STREET
ORRVILLE, OH 44667**

AN AGREEMENT ENTERED INTO BETWEEN (Teacher/SGI Name) _____
_____ and the Orrville City School District of Wayne County, Ohio.

The said teacher hereby agrees to teach in the public schools of said District for a term of _____ year(s) beginning _____ for 183 days per year and agrees to abide by and maintain the policies, procedures, rules and regulations adopted by such Board for the government of the schools in such district [including all expectations in the teacher's handbook, Board Policy and those assessed in the teacher evaluation instrument].

In consideration of and for such services, the said Board of Education agrees to pay, to the said teacher the sum of _____ Dollars; said sum to be payable annually in twenty-four (24) installments.

This agreement entered into at Orrville, Ohio, this _____ day of _____, 20_____.

Degree

Step

Teacher/SGI

The Board of Education

President

Treasurer

The following conditions must be met or this contract is null and void:

1. Teacher's certificate/license must be valid for the assigned position.
2. Degree(s) and hours honored to determine the salary must be verified.
3. Years of experience used in the salary designated must be verified.

TEACHER CONTRACT: CONTINUING

OORVILLE CITY SCHOOLS
815 NORTH ELLA STREET
OORVILLE, OH 44667

AN AGREEMENT ENTERED INTO BETWEEN (Teacher's Name) _____
_____ and the Orrville City School District of Wayne County, Ohio.

The said teacher hereby agrees to teach in the public schools of said District from the date of this contract until he/she resigns, elects to retire, is retired pursuant to law, or until said Contract is terminated or suspended as provide by law.

Said _____ further agrees to abide by and maintain the rules and regulations adopted by said Board of Education for the government of the schools of said District.

In consideration of and for such services, the said Board of Education agrees to pay, at the office of its Treasurer, to the said _____ the sum of _____ Dollars, annually. Said sum to be payable in twenty-four (24) equal installments. Notices to be sent annually as provided by law.

This agreement entered into at Orrville, Ohio, this _____ day of _____, 20____.

Degree

Step

Teacher

The Board of Education

President

Treasurer

APPENDIX D

SUPPLEMENTAL CONTRACT

ORRVILLE CITY SCHOOLS
815 NORTH ELLA STREET
ORRVILLE, OH 44667

This limited contract entered into by and between _____ of _____ Address _____ City, Ohio, hereinafter referred to as "Teacher," and the Orrville City Board of Education of Wayne County, Ohio, hereinafter referred to as "Board;" WITNESSETH:

In addition to Teacher's regular teaching duties (if any), said Teacher does hereby promise and agree to perform the following duties for and in behalf of said Board:

Position _____ and further agrees to abide by and maintain the policies, procedures, rules and regulations adopted by such Board. Such additional duties shall be performed by Teacher during the school year _____.

In consideration of the duties to be performed by said teacher, the Board promises and agrees to pay said teacher, the sum of \$ _____ Stipend annually, payable as follows: in _____ payments. This limited contract entered into at Orrville, Ohio, this _____ day of _____, 20 _____.

ORRVILLE CITY BOARD OF EDUCATION

President

Treasurer

Teacher

This contract is null and void if the following conditions are not met:

1. Completion of any school board, local or state government requirements assignment.
2. Completion of all aspects of this assignment.

NOTICE AS TO TEACHER'S SALARY

ORRVILLE CITY SCHOOLS
815 NORTH ELLA STREET
ORRVILLE, OH 44667

Date _____

TO: _____

You are hereby notified that your salary for the school year _____ will be
_____ Dollars.

Said salary will be payable in twenty-four (24) installments, beginning September 15, providing said
teacher adheres to all provisions referenced in heretofore teacher contracts/notices.

Degree

Step

ORRVILLE CITY BOARD OF EDUCATION

President

Treasurer

(Teacher's Signature)

Date _____

Ohio Revised Code Section 3319.12

Orrville City Schools <u>Guidance Counselor Evaluation Report</u>
--

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

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

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

U = Unsatisfactory	S = Satisfactory	P = Proficient
---------------------------	-------------------------	-----------------------

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

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

Orrville City Schools
Librarian/Media Specialist Evaluation Report

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

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

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

U = Unsatisfactory S = Satisfactory P = Proficient

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

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

Orrville City Schools
Speech Language Pathologist Evaluation Report

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

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

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

U = Unsatisfactory S = Satisfactory P = Proficient

Domain 1: Planning and Preparation		Rating Rating	Domain 2: Classroom Environment	
1a	Demonstrating knowledge of content and pedagogy		2a	Creating an environment of respect and rapport
1b	Demonstrating knowledge of students		2b	Establishing a culture of learning
1c	Selecting instructional goals based upon diagnostic information & test data		2c	Managing classroom procedures
1d	Designing coherent instruction		2d	Managing student behavior
1e	Assessing student learning		2e	Organizing physical space

Domain 3: Instruction		Rating Rating	Domain 4: Professional Responsibilities	
3a	Communicating clearly and accurately		4a	Reflecting on teaching
3b	Using questioning and discussion techniques		4b	Maintaining accurate records
3c	Engaging students in learning		4c	Communication with families
3d	Providing feedback to students		4d	Contributing to the school and district
3e	Demonstrating flexibility and responsiveness		4e	Growing and developing professionally
3f	Using appropriate multi-sensory cues and prompts		4f	Showing professionalism

Orrville City Schools
Pre-Observation Planning Conference (Library Media)

Administrators will share these questions with the teacher prior to the Pre-Observation Conference. This form shall be used by the teacher to make notes in preparation for the first Pre-Observation Conference in the school year. The administrator will direct whether this or the Alternative Pre-Observation Planning Conference Form will be used for subsequent observations in the same school year.

Name _____ School _____

Grade Level _____ Subject _____
Date _____

1. What are your goals for the library? What do you want the students to learn? [1c]
2. What is your process for selecting, processing and inventorying materials?
3. Briefly explain your schedule for teachers and students.
4. How do your goals support the District's curriculum and State curriculum model? [1a and 1c]
5. What is your process for completing reports accurately and in a timely manner?

Pre-Observation Planning Conference (Library/Media) (Cont'd)

6. How do you engage students in the library experience? Include methods, student groupings and specific activities. [1d]

7. What instructional materials or other resources, if any, will you use? [1d]

8. What difficulties do students typically experience in this area, and how do you plan to anticipate these difficulties? [1a and 1b]

9. Briefly describe how you accommodate students with special needs. [1b]

The following signatures indicate that a pre-observation meeting was conducted and that a copy was given to the teacher.

_____ at _____
Date Time

Employee's Signature

Observer's Signature

Orrville City Schools
Post-Observation Conference Notes (Library/Media)
[Domain D]

Name _____ School _____

Grade Level _____ Subject _____
Date _____

1. By what means do you promote positive relationships between the school and parents/community? [4a]
2. Describe the orientation programs you conduct for students. [4b]
3. How do you use volunteers in the library? [4c]
4. Describe and evaluate your overall efforts to serve students, staff and parents. [4d]
5. Describe any work at the District and/or building level in which you have recently participated.
6. Describe for me professional growth opportunities in which you have participated recently.

CENTER FOR THE TEACHING PROFESSION

M. Master Teacher Program Requirements at a Glance

District Responsibilities:

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

Local Committee Responsibilities:

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

Teacher Responsibilities:

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

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

<http://esb.ode.state.oh.us/> or
www.ode.state.oh.us, search keywords: *Master Teacher*

Master Teacher Program Overview

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

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

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

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

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

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

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

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

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

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

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

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

[I – EMIS Reporting Form \(PDF\)](#)

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

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

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

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

RESIDENT EDUCATOR/TEACHER NEW TO THE DISTRICT

A. Committee

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

B. Mentors

1. Qualifications
 - a. The applicant shall be required to submit written letters of recommendation from two (2) peers and one (1) administrator by April 30th for the following school year.
 - b. The applicant must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.
 - c. Approved applicants must complete mentor training.
2. Responsibilities
 - a. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.
 - b. The mentor will use the Resident Educator Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.
 - c. The mentor will attend regional mentor network meetings.
 - d. The Lead Mentor meets on a regularly scheduled basis with Mentor Teachers to discuss the needs of the Resident Educators and to engage in professional development.

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

C. Resident Educators and Teachers new to the District:

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

D. Program Review/Revisions

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

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

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

E. Records

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