

STATE EMPLOYMENT
RELATIONSHIP

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MASTER AGREEMENT

BETWEEN THE

ROOTSTOWN EDUCATION ASSOCIATION AND THE

ROOTSTOWN BOARD OF EDUCATION

AUGUST 1, 2015 THROUGH JULY 31, 2016

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ARTICLE 1. RECOGNITION

- A.** Having demonstrated to the Rootstown Board of Education (hereafter referred to as the "Board") that the Rootstown Education Association (hereafter referred to as the "REA" or the "Association"), an affiliate of the North Eastern Ohio Education Association, the Ohio Education Association, and the National Education Association, presently represents the certified/licensed teaching personnel employed by the Board (with the exception of Superintendent and his/her administrative staff, all Administrative Directors, Principals, Assistant Principals, Supervisors, Administrative Coordinators, Administrative Assistants, and any other person engaged at least fifty percent (50%) of the time in the administration and supervision of professional personnel, not including Guidance Counselors, etc.), hereafter referred to as the "bargaining unit," the Board of Education hereby recognizes the Association as the sole and exclusive representative for the bargaining unit; and the rights and privileges of the Association and its representatives, as set forth in this Agreement, shall continue from year to year until and unless challenged by petition as provided herein. By October 1 of each year, the Association shall provide a list of its members not on payroll deduction if requested by the Board of Education.
- B.** Any challenge to the representation of this bargaining unit as defined in Section A., above, shall be conducted in compliance with and pursuant to Ohio Revised Code Section 4117.04.
- C.** For the purposes of receiving insurance benefits, bargaining unit members must be daily assigned at least five (5) hours of classroom instruction and/or other supervisory, counseling, coordination, or record keeping tasks/assignments.
- D.** The Board of Education shall hire a qualified Registered Nurse to be housed in the district to service students.

ARTICLE 2. NEGOTIATIONS PROCEDURE

- A.** The Board will enter into an agreement with the Association for purposes of establishing a negotiations procedure and negotiate in "good faith" a professional salary schedule, fringe benefits, welfare provisions, grievance procedures, participation in the formation of potential Board Policy, and other terms or conditions of employment.
- B.** **INITIATING THE NEGOTIATIONS PROCEDURE:** A written request for meeting will be submitted by the Association to the Superintendent, or by the Superintendent to the President of the Association, not later than March 15 of the year during which this Agreement expires, unless another date is mutually agreed upon by the Association and the Board.
- C.** **NEGOTIATIONS MEETINGS:** Meetings between the negotiating team of the Association and the Superintendent and/or his official designee(s) will be scheduled for

a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon. The subject matter to be considered at the first meeting will be presented in writing at that time and will serve as a guide in developing an agenda. At that time, a second meeting shall be set to exchange proposals. Negotiations shall be completed within thirty (30) days from the date of this meeting, unless there is a mutually agreed upon extension.

1. Pertinent data and supporting information, proposals, and counter proposals will be presented. Each in good faith, listens to the views of the other.

Both sides agree to provide the other with data pertinent to areas that are the proper subject of negotiations and supporting information, within a reasonable time, in such form as it exists.

2. Each Negotiating Team shall have not more than four (4) members and one (1) other professional negotiator, if desired.
3. Consultants, in addition to the professional negotiator, may be used if deemed advisable by both parties in an advisory role or for purposes of clarification.
4. Each team is responsible for making periodic progress reports to the respective party they represent during negotiations.
5. While discussions are in progress, any release prepared for the news media shall be jointly prepared by the parties.
6. All proposals and counter proposals shall be presented in written form. This does not preclude exchanging and considering verbal proposals.

D. AGREEMENT

1. Tentative Agreements: As items are negotiated and agreement reached, said items shall be reduced to writing and signed by a representative of each team.
2. When the parties reach a Tentative Contractual Agreement, it shall be reduced to writing, and presented to the Board by the Superintendent and to the membership of the Association by its President.
3. Adoption of the aforesaid Agreement shall be accomplished by first submitting the proposed Agreement to the Association membership within ten (10) days for its consideration. If ratified by the Association, the proposed Agreement shall be submitted for the consideration of the Board no later than ten (10) days after notification of ratification by the Association.
4. It shall be the responsibility of the Association to compile and print the Negotiated Contract, and to provide copies for all Board members, the Superintendent,

Treasurer, and Building Principals. The cost shall be equally shared by the Board and the Association. The cover design shall be chosen by the Superintendent and the Association President.

- E. **DISAGREEMENT:** In the event of a bargaining impasse, or if the parties have not reached an agreement within thirty (30) days of the first negotiations meeting, the teams shall report back to their respective parties for further advice and input. Neither party would be required to meet further; but thirty (30) days prior to expiration date of the current Contract, either party may request federal mediation. The other party shall join in resumed discussion in accordance with the rules and under the supervision of the Federal Mediation and Conciliation Service (FMCS). Costs directly connected with the mediation provided by the FMCS (if any) shall be shared equally by the Board and the Association. If mediation is unsuccessful, either party may submit unresolved issues to the statutory fact-finding procedure.
- F. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in "good faith," but such obligation does not compel either party to agree to a proposal or require the making of a concession. If a proposal is unacceptable to one of the teams, that team is obligated to respond with a counter proposal or give reasons for its rejection of the proposal.
- G. **NEGOTIATIONS IN CLOSED SESSION:** All negotiations sessions shall be in closed session with only members of the teams and others, as mutually agreed to between the teams, present when the negotiations session is being held.
- H. "Days" herein and throughout this Agreement shall mean calendar days unless otherwise specified by the parties.

ARTICLE 3. ASSOCIATION RIGHTS

- A. An electronic copy of the Board Agenda shall be made available to the REA President twenty-four (24) hours prior to the Board meeting. Copies of the minutes of each Board meeting will be available on-line.
- B. Prior to final adoption and/or general publication of Board policy, Student Handbooks, course catalogs and the course selection guides, the Superintendent will provide appropriate information to the REA President regarding any major change in fiscal or educational policy. Policy changes shall follow through the current "Two Reading" process.
- C. The Association shall have the right to use inter-school telephones for communications to teachers, providing such does not interfere with the scheduled activities of the teachers. The Association will reimburse the Board for long distance charges incurred for Association business upon request.

- D. The REA shall have the right to use the District Mail service, Public Address System, mailboxes, and bulletin boards, at least one of which shall be provided for Association use in each building, for the purpose of notices, communications, and matters of Association concern.
- E. Duly-authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- F. The REA, or any committee thereof, shall have the right to use school buildings and facilities, without charge, for Association meetings at times when a Custodian is normally on duty. Such use may occur when a Custodian is not normally on duty only with the prior approval of the Superintendent. Any request for use of special meeting facilities to conduct Association business shall be directed to the Principal for prior approval. When special custodial services for such meetings are required, the Board may make a reasonable charge for such services.
- G. The Association may have the right to use school-owned office equipment located in the staff lounge and audio-visual equipment, provided that:
 - 1. Such use does not interfere with normal functions of the school, and the Building Principal is notified.
 - 2. The use is strictly to serve the legitimate business of the Association, such as the production of records, notices, or correspondences.
 - 3. The purpose is for internal business use of the Association and not for public distribution.
 - 4. Cost of expendable supplies, and repairs for damage caused by misuse of equipment, will be charged to the Association.
- H. The Association shall have the right to meet during school time for a maximum of two (2) meetings per year: one during Orientation Day, and the other during the teacher InService Day. Each of these meetings shall be no longer than one (1) hour, and shall be first arranged with the Superintendent. All other general meetings shall be conducted after school hours at such times as not to interfere with job responsibilities.
- I. The REA President, and/or Designee, may receive class release time to work on school issues upon the mutual agreement of the Superintendent and REA President. Such release time will be covered under Article 21/Substituting.

ARTICLE 4. CURRICULUM INPUT

- A. In such instances as there shall be contemplated additions or deletions from the program; changes in curriculum or vendor assessments used; or consideration of any form of contract service education; there shall be constituted a Research Committee whose function it shall be to investigate the matter and make appropriate recommendation(s) to the Superintendent and the Board. Both the Board and the Association shall have the opportunity to appoint an equal number of representatives to the committee. The number of members shall be decided upon by the Superintendent and Association President, including teachers representing the affected grade level/department. When such proposed changes would affect more than one (1) building, grade level band (i.e., K-2, 3-5, 6-8, 9-12) representation will be present on the Research Committee. The final decision on implementation of (a) curriculum recommendation(s) rests with the Board. Training will be provided when changes in curriculum and/or vendor assessments occur.

ARTICLE 5. TEACHING RIGHTS

- A. **ACADEMIC FREEDOM:** A professional staff should seek to educate people in the democratic tradition, to foster a recognition of individual freedom and/social responsibility; and it is recognized that these democratic values can be best transmitted in an atmosphere in which there is free discussion and exchange of ideas. Further, the teacher is recognized as the expert in the classroom. Therefore, the parties, recognizing academic freedom, agree that the teacher will determine the methods of presentation and the design of any particular course within the standards adopted by the Ohio Department Education. If, in the judgment of the Administration, the method and/or design is indicated to be contrary to community and/or school district standards, the administration and the Association shall meet and agree on necessary changes. The Board shall not replace or displace any licensed faculty positions with any outside individual, agency or institution. Teachers will follow the State standards for the subject matter being taught.
- B. **STUDENT REMOVAL**
1. Teacher(s) may have the right to remove disruptive students from class, per Board Policy 5610. As soon as practical after removal, but no later than the end of the school day, the teacher shall submit in writing to the principal the reasons for the removal. In instances where safety of the member or other students may be at risk, a meeting between the principal and teacher must occur to determine and communicate an effective remedy. No student will return to class absent an explanation to the teacher as to reasons for reinstatement.
 2. Members shall be notified as soon as possible in advance of any student transferring into the district with a history of removal/discipline issues, if the district is aware.

- C. **TEACHERS SUPERVISING INTERNET USAGE:** Teachers supervising students using the internet shall take reasonable measures to assure that students are adhering to the District's Acceptable Use Policy signed by students/parents or guardians. Teachers shall not suffer disciplinary action due to violation of the District's Acceptable Use Policy by students.

- D. **SPECIALIZED HEALTH CARE PROCEDURES:** Certified School Nurses shall be the only certified employees to provide and conduct necessary medical procedures. Bargaining unit members other than certified School Nurses shall not be requested or required to perform any medical procedure on any student. No bargaining unit member shall be required to perform any custodial care services on any student.

- E. **SPECIAL NEEDS STUDENTS:**

Time shall be provided during the regularly scheduled school day to create, write, update and modify any paperwork, reports, forms, etc. associated with a student on an IEP. Two (2) days of release time shall be granted to prepare IEPs. This time is in addition to any meetings that may be required in association with the creation of these plans. Every reasonable attempt will be made to provide the parents with the completed IEP forty eight (48) hours prior to the IEP meeting.

- F. Each year, the Board shall conduct training during the regular contract hours for all bargaining unit members which shall encompass all State mandated criteria for administration of State tests. This training shall be provided by a testing coordinator or designee, as approved by the Superintendent and the Association President before October 1. The testing coordinator shall have attended all required meetings held by the State on the topic of testing. Should the district fail to provide adequate training or proper testing conditions, the bargaining unit member may refuse to administer the test without repercussions.

- G. Any concerns related to a member shall be addressed within two (2) work days after the administrator becomes aware of their occurrence or shall not be brought up again.

ARTICLE 6. BUDGET/HOME OFFICE

- A. Input from teachers will be utilized in the construction of the building budgets.

- B. Teachers will be informed of their budgets as soon as possible.

- C. The Board recognizes that the duties of professional staff members extend beyond the on-the-job school day, and that such functions as lesson planning, paper grading, and other such preparation are often necessarily completed at home. Accordingly, lesson plans, which are fluid and changing documents, are expected for all teachers and will be

made available upon request. It is understood that lesson plans may change at any time.

- D. The Board recognizes that the duties of professional staff members extend beyond the on-the-job school day, therefore, additional requirements placed upon a teacher's time shall not be mandated unless negotiated through the Master Agreement. Teachers are expected to communicate with parents, students and administrators; however, no specific means for doing so shall be mandated.

ARTICLE 7. FACILITIES PLANNING

- A. The Board/Administration will seek the input of teachers affected by any proposed new building, or major changes to current structure, room assignments, or equipment alterations. This input will be received and considered prior to any formal decision.

ARTICLE 8. POLICIES

- A. Up to date Board policies are available at www.neola.com/rootstown-oh. In the event that such service is no longer available or used, hard copies will be updated as changes are made and placed in each teacher's lounge and library in each building.

ARTICLE 9. CLASS SIZE

A. SCHEDULING

1. There shall be a Master Schedule Development Committee in each building. Membership shall consist of a member of each grade level, department and representatives from specials/electives. REA members shall be appointed by the Association president. An acceptable timeline shall be established with completed schedules being submitted within that timeline.
2. Any changes to the master schedule in each building shall be accomplished through this committee.
3. Should a committee fail to complete a schedule in the appropriate time frame, the building principal shall complete the schedule.

B. CLASS SIZE

1. We believe that the academic staff should be large enough to meet the demands imposed by the enrollment, the curriculum, and the specific needs of the pupils/community, and adequate to provide each staff member and students the opportunity for intellectual and professional growth.

2. The Board shall continue to strive to maintain a minimum class size, suitable to the subject area with special consideration for children, teachers, class space, and funding available.
3. The ratio of certified staff to pupils on a district-wide basis shall be at least one full-time equivalent licensed staff member per twenty-five (25) pupils in average daily membership. For counting teachers in this calculation, only regular, full-time, non-categorical (NOTE: Categorical is defined as intervention specialists and Tutors), nonfederal, non-administrative, actual in-class classroom teachers shall be counted.

C. SECONDARY

Every reasonable attempt will be made to have the total load of each regular classroom secondary teacher (grades 6-12) not exceed an average of twenty-five (25) students per class, excluding study hall, instrumental or voice music, or lunchroom supervision. The variation between course sections (courses as determined by the course selection handbook) shall not exceed four (4) students. Students leaving or entering the district after the start of the year shall not be counted as contributing to a discrepancy for that course section.

D. ELEMENTARY CLASS SIZE

Every reasonable attempt will be made to have Grades K-5 not exceed an average of twenty-five (25) pupils per each individual homeroom teacher. The "averages" as noted in A(3), B and C shall be calculated by adding the number of individual teachers in each set of grade groupings (i.e. K-5), and dividing them into the total number of pupils in all grades within the grade groupings. The variation between individual classrooms in a building in each grade level shall not exceed four (4) students. Students leaving or entering the district after the start of the year shall not be counted as contributing to a discrepancy for that course section. For counting teachers in this calculation, only regular, full-time, non-categorical (NOTE: Categorical is defined as intervention specialists and tutors), nonfederal, non-administrative, actual in-class classroom teacher shall be counted.

E. TRAVELING TEACHER CLASS LOAD

Attempts shall be made for teachers who teach in more than one building to travel only once per school day.

F. SPECIAL EDUCATION CLASS LOAD

The number of pupils in a special education unit shall be in accordance with the Rules for the Education of Handicapped Children. Waivers shall be sought through the State in instances where these rules can not be met by the district. Affected association

members shall be informed that a waiver is being sought, and shall be given reasons as to why such a waiver is necessary.

G. STUDENT ENROLLMENT

1. Teachers will notify building administrators of overloads by the 5th working day of each semester. The building administrator will then have five (5) working days to correct the overload.
2. Classrooms in which there is equipment or other materials which may present safety concerns shall have a set maximum number of students (i.e. lab classes, computer classes, etc.). This number shall be discussed between the REA president and the superintendent. The final decision is left to the superintendent.

ARTICLE 10. SUPERVISING STUDENT-TEACHERS

- A. Student-Teachers will only be assigned with the approval of the affected classroom teacher and the building administrator. All teachers holding proper licensure will be apprised of the requests for student-teaching positions through the principals prior to any assignment and the prospective cooperating teacher may request an interview with the student teacher prior to taking an assignment.
- B. The Student-Teacher shall not be used as a substitute teacher.
- C. Policies established by the cooperating university, unless they are in conflict with this Agreement, shall be followed in the implementation of the Student-Teaching Program.
- D. If there should be a conflict of personalities, or for other reasons as determined by the Supervising Teacher, between the Supervising Teacher and the Student-Teacher, the Supervising Teacher, through the Principal and finally the Superintendent, may recommend to the cooperating university that the Student-Teacher be transferred. Such a recommendation shall in no way be used in adverse evaluation of the Supervising Teacher.
- E. Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular teacher, the Supervising Teacher shall be paid by the District, the amount received from the college/university, for those services rendered. The District will pay the Supervising Teacher as a stipend where all deductions according to law are withheld and dispersed accordingly.

ARTICLE 11. WORKING CONDITIONS

- A. The Board of Education will attempt to provide the teachers of the REA with those materials needed to perform their teaching duties.

- B. Workrooms and lounges will be provided and equipped, as possible, according to finances. The lounge is for teachers only, during actual school hours.
- C. Teachers will be provided with locked areas for security purposes, either offices and/or areas within the classroom. Lockable lockers in close proximity to the classroom may be used in place of an area within the classroom, in those instances where lockable areas within the classroom are not available. Teachers will be provided with keys to their office and classroom. Any teacher may be granted a key to the outside door of the building, on loan, and on a daily or weekend basis. The key must be checked out of the Principal's office, and shall be returned at the end of the loan period.
- D. The Administration shall have equipment repaired as soon as possible, if equipment is broken or malfunctioning.

ARTICLE 12. VACANCIES, TRANSFERS, ASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. A vacancy shall be defined as either a position to replace a teacher on leave of absence which is expected to last a full school year or longer or a teaching position or extracurricular position which is either newly created or which is unfilled for the following school year because of death, transfer, retirement, resignation, termination or nonrenewal and which the Board intends to fill. A "vacancy" does not include changes in grade levels within a building that do not require additional staff. In the event a vacancy is created due to a leave of absence which is expected to last one (1) or more school years, the position may be filled by a substitute teacher. However, should that substitute teacher fill the position more than sixty (60) consecutive days, that substitute will be given a limited teacher contract. In the event the leave of absence is expected to carry over into the following school year, that position will be posted in accordance with the procedures set forth in Subsection 2. Administrative positions will be posted as a matter of information, although they do not fall within the terms of this Agreement. Likewise, tutor vacancies (those other than home tutors and those which trigger the need for hiring/assigning another employee) will be posted as a matter of information.
2. No vacancy will be filled until the following procedures are followed:
 - a. The Superintendent shall ensure that district e-mails are sent to REA staff, in addition to using the following methods to notify the staff of vacancies:
 - (1) By building principal posting written notices during the school year in the designated area.

- (2) By posting on the central office bulletin board during the summer months;
 - (3) Between the end of school and July 31, payroll stubs/ notifications shall contain notice of a new posting in the comments box of pay notices.
 - (4) Copies of vacancy lists will be sent to the Association President at all times; and
 - (5) At the time of an extracurricular position is posted, the requirements for that position shall be posted as well.
- b. From September 1 to July 31, a teacher has ten (10) days to apply for the position after posting. Between the end of school and July 31 a notice will be deemed "posted" on payday.
 - c. Except during the month of August, no vacancy will be filled until ten (10) days from the date the notice is posted. During the month of August, no vacancy shall be filled until five (5) days from the date the notice is posted.
 - d. If any member notifies the Superintendent in writing before the end of the school year of an interest in a different position, that bargaining unit member shall have the right to voluntarily transfer to that position if properly licensed/certified.
3. Home tutor positions will only be posted as a matter of information after exhaustion of the following steps:
- a. Student's classroom teacher(s), by seniority, is unavailable.
 - b. Any bargaining unit member currently employed by the Board, on a seniority basis.
4. College Credit Plus

No College Credit Plus course will be taught by a non-bargaining unit member at any Rootstown Local Schools building. Such prohibition does not apply to students using the district's computers to take such courses online.

B. SURVEY

On or before March 1, teachers will submit a form to their principal of their desire with regard to assignment within their building or for an assignment change (grade level, subject, building, etc.). Teachers shall be permitted to submit updates as desired. The form (Appendix K) will be made available in the office of each building. The Association

President shall receive a copy of all survey forms. Preferences indicated on the form will be considered prior to making changes in assignments.

C. INVOLUNTARY TRANSFER

1. Movement from one assignment to another is considered a transfer.
2. Prior to an involuntary transfer, the Board will first seek volunteers from among existing staff to fulfill the needs of the District.
3. The reasons for involuntary transfer shall not be discriminatory, arbitrary or capricious.
4. No teacher shall be involuntarily transferred unless no other options exist utilizing other staff with less seniority.
5. A teacher who is involuntarily transferred shall have the option to request and receive written reasons from the Principal for the involuntary transfer.
6. The Principal, upon a request, shall discuss the involuntary transfer with the teacher involved.
7. A teacher who is involuntarily transferred will not be subject to another involuntary transfer for a period of three (3) years without cause.
8. No teacher with ten (10) or more years of service will be involuntarily transferred unless no other options exist utilizing current staff with less seniority than the teacher. The Superintendent shall, upon request, meet with the Association to discuss the lack of other options.
9. When an elementary teacher (K-5) is involuntarily transferred by two (2) grade levels or more, he/she shall be entitled to a reimbursement of up to \$250.00 through the building budget for the documented purchase (receipt) of supplemental materials for the new assignment. This reimbursement shall be in addition to what is already allocated to teachers in the grade level/subject area of the new assignment.

D. ASSIGNMENTS

1. All members are subject to annual assignment by the Superintendent.
2. All members shall receive notification of next year's assignments by the end of the school year. Assignments shall include grade level for elementary teachers. Assignments for secondary teachers shall include course assignments and schedule.

3. Any changes to assignments and/or schedules will be mailed to teachers no later than June 30. Further revisions to the schedule will only be made to comply with other sections of this contract or state law, unless otherwise agreed to by the Association.

ARTICLE 13. COMPLAINT PROCEDURE

- A. Below is the process for dealing with complaints from citizens and for protecting the rights of teachers of the Board. Channels other than those provided will not be recognized.
- B. No rule or procedure as referred to in this Article shall prohibit the teacher from legal representation, Association representation, or other remedy at law. Any appraisal of the teacher's performance shall be done by the Principal, as provided in Article 16. EVALUATION: POLICY, PROCEDURE(S), PRACTICES(S), AND PROCESS(ES) and the Memorandum of Understanding governing OTES evaluations incorporated into this Agreement as Appendix L.

C. COMPLAINTS AGAINST TEACHERS

Any person or group, having a legitimate interest in the operations of this District shall have the right to present a request, suggestion, or complaint concerning District personnel. At the same time, the Board of Education, and its designees, have a duty to protect its staff from unnecessary harassment. It is the intent of this policy to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

It is the desire of the Board to rectify any misunderstandings between the public and the District by direct discussions of an informal type among the interested parties. It is only when such informal meetings fail to resolve the differences, shall more formal procedures be employed.

No complaint resolutions rendered outside of this process shall be recognized by the Board.

1. First Level

If it is a matter specifically directed toward a professional staff member, the matter must be addressed, initially, to the concerned staff member who shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within his/her authority and District administrative guidelines.

This level does not apply if the matter involves suspected child abuse, substance abuse, or any other serious allegation which may require investigation or inquiry by school officials prior to approaching the professional staff member.

As appropriate, the staff member shall report the matter and whatever action may have been taken to the building principal.

2. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor. A meeting between the complainant staff member and principal shall occur in an effort to mediate a resolution. Any notes taken during such a meeting will be considered working papers and not subject to public record. No documentation shall be placed in the teacher's file.

3. Third Level

If a satisfactory solution is not achieved by discussion with the building principal, a written request for a conference shall be submitted to the Superintendent. This request should include:

1. The specific nature of the complaint and a brief statement of the facts giving rise to it;
2. The respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;
3. The action which the complainant wishes taken and the reasons why it is felt that such action be taken;
4. Prior to rendering a decision, the Superintendent will give the staff member an opportunity to respond to the complaint. Such response shall include pertinent information related to the complaint, previously suggested solutions, and any possible impacts the complainant's solution might have.

Should the matter be resolved in conference with the Superintendent, the Board shall be advised of the resolution.

4. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant shall request, in writing, a meeting by the Board.

The Board, after reviewing all material relating to the case, shall provide the complainant with its written decision or grant a meeting before the Board or before a committee of the Board.

The complainant and affected staff member shall be advised, in writing, of the Board's decision, no more than thirty (30) business days following the meeting. The Board's decision will be final on the matter, and it will not provide a hearing to other complainants on the same issue.

- D. Except in circumstances where investigation is required by statute, anonymous complaints shall be given no consideration.

ARTICLE 14. PERSONNEL FILE

- A. A personnel file with an inventory sheet, for each certificated/licensed employee, shall be maintained in the Superintendent's Office. Said file shall contain at least the following:

1. Completed Application Form.
2. Copy of current Teaching Certificates/Licenses.
3. Complete current Official Transcript.
4. Previous Official Record of Accumulated Sick Leave Days.
5. Official Record of Previous Years of Teaching or Administrative Experience.
6. Official Copy of Discharge from Military Service, where applicable.
7. Credentials and other Letters of Recommendation.
8. Copies of all evaluations and attachments not destroyed as per Article 16.E. of this Agreement.
9. Criminal background information as required by law

- B. A teacher shall have the right to review the contents of his/her personnel file upon request. In the absence of the Superintendent, or when need develops, the Superintendent's designee shall assume interim responsibility. A representative may accompany the teacher in this review; or, upon authorization by the teacher, the representative may review the file in his/her behalf. This sole personnel file is to be reviewed and stored in the Administration Office. Any other file is not authorized and may not be used.

- C. As per B., above, the teacher has the right to review any material placed in his/her personnel file. Should the teacher object to any item(s) enclosed, he/she shall have the right to attachment. That is, the teacher may attach to the item(s) he/she objects to, a written statement citing what he/she objects to, and why. Said attachment shall become a part of the personnel file. Attachments must be dated.
- D. Such personnel files shall have printed on the inside facing, a standard form whereupon shall be placed the name(s) of all persons viewing, reviewing, or making entry thereto. Each such action shall also be accurately dated. Such provisions shall include, but not be limited to, the following examples: (1) Viewing or reviewing by the teacher and such REA representative as may accompany said teacher; (2) Entry of any form of evaluation and/or commendation materials by the appropriate Supervisor(s) and/or Board; (3) Deletion or removal, as provided later herein; and (4) Entry of attachment by the teacher.
- E. All documents included in a teacher's personnel file shall be dated and identifiable as to source.
- F. Any non-school personnel complaint to be placed in the personnel file regarding a bargaining unit member shall be promptly called to the attention of the bargaining unit member.
- G. A teacher may request, and shall receive, one (1) copy of any item in his/her personnel file. Additional copies may be obtained at the employee's expense.
- H. Any document in the personnel file that cannot be documented to the satisfaction of the Superintendent as to source, accuracy, relevance, completeness, or timeliness, shall be deleted from the file by the Superintendent acting for the Board, and no reference shall be made.
- I. The teacher may also have the right to file a grievance at the appropriate Grievance Procedure level, relevant to procedures and objectionable material, for the purpose of having redress or removal of specified material.
- J. A School District Records Commission shall be established consisting of the Board President, Treasurer, Superintendent of Schools and the Association President in accordance with law to judge the advisability of destroying District records. The Commission shall meet at least once every twelve (12) months.

ARTICLE 15. TEACHER CONTRACTS

- A. Teacher contracts shall be of two types: Limited and Continuing.

- B.** If a Board adopts a motion or resolution to employ a teacher under a limited or a continuing contract and the teacher accepts such employment, the failure of such parties to execute a written contract shall not void such employment contract.

C. LIMITED CONTRACTS

1. Upon employment, a teacher being ineligible for a continuing contract shall be issued no more than three (3) one-year limited contracts; and, upon completion of the third one-year limited contract, may be issued only three (3) two-year limited contracts; and, upon completion of the third two-year limited contract, may only be issued one (1) three-year limited contract; and, upon completion of the three-year limited contract, may be issued only four-year limited contracts until the teacher is eligible for a continuing contract. No teacher will be issued a contract of less duration than their current contract.
2. Teachers currently employed and ineligible for continuing contracts will, at the expiration of their current contract, receive the appropriate contract as determined by their number of years of total teaching experience in relation to the number of years stated in C.1., above.
3. Any teacher employed under a limited contract and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, deemed reemployed under the provisions of this Section at the same salary plus any increment provided by the Salary Schedule, unless the employing Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy him/her on or before the first (1st) day of June. Such teacher is presumed to have accepted such employment unless he/she notifies the Board in writing to the contrary on or before the tenth (10th) day of July, and a written contract for the succeeding school year shall be executed accordingly. The failure of the parties to execute a written contract shall not void the automatic reemployment of such teacher.
4. The Board, which authorizes compensation in addition to the Base Salary stated in the teachers' Salary Schedule, for the performance of duties by a teacher which are in addition to the teacher's regular teaching duties, shall enter into a supplemental written contract with each teacher who is to perform additional duties. Such supplemental written contracts shall be limited contracts. Such written contracts and supplemental written contracts shall set forth the teacher's duties, and shall specify the salaries and compensation to be paid for regular teaching duties, respectively; either or both of which may be increased but not diminished during the term for which the contract is made.
5. Any teacher who has an expiring limited contract, and if it is the intention of the Administration to recommend nonrenewal to the Board of Education, said teacher shall be notified before June 1st by the Superintendent.

6. A supplemental contract shall be issued for any Board-approved extra duty, whether paid or not, that is in addition to regular teaching duties.

D. CONTINUING CONTRACTS

1. A continuing contract is a contract which shall remain in effect until the teacher resigns, elects to retire, or until it is terminated or suspended; and shall be granted only to teachers holding Professional, Permanent, or Life Certificates/Licenses in accordance with 3319.08 of the Ohio Revised Code. Eligibility for continuing contract status is based on two factors: the grade or "quality" of the teaching license held by the teacher and the length of teaching service within the district. The licensure requirement is met if the teacher (a) holds a professional, permanent, or life certificate (under prior law) or (b) holds a professional educator license (under current law) plus either of the following: (1) if a masters degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or (2) if no masters degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.
2. Teachers eligible for continuing service status in any school district shall be those teachers qualified as to certification/licensure who within the last five (5) years have taught at least three (3) years in the District, and those teachers who, having attained continuing contract status elsewhere, have served two (2) years in the District; but the Board of Education, upon the recommendation of the Superintendent, may at the time of employment or at any time within such two (2) year period, declare any of the latter teachers eligible. For teachers initially licensed on or after January 1, 2011, such teachers must also have taught for at least seven (7) years, to be eligible for consideration for a continuing contract.
3. Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and such teacher, unless the Board by a three-fourths (3/4) vote of its full membership rejects the recommendation of the Superintendent. The Superintendent may recommend reemployment of such teacher, if continuing service status has not previously been attained elsewhere, under a limited contract for not to exceed two (2) years; provided that written notice of the intention to make such recommendation has been given to the teacher, with reasons directed at the professional improvement of the teacher, on or before the thirtieth (30th) day of April; and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the teacher on or before the first (1st) day of June; but, upon subsequent reemployment, only a continuing contract may be entered into. If the Board does

not give such teacher written notice of its action on the Superintendent's recommendation of a limited contract for not to exceed two (2) years before the first (1st) day of June, such teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the Salary Schedule. Such teacher is presumed to have accepted employment under such continuing contract unless he/she notifies the Board in writing to the contrary on or before the first (1st) day of June and a continuing contract shall be executed accordingly.

4. A teacher eligible for continuing contract status employed under an additional limited contract for not to exceed two (2) years, pursuant to written notice from the Superintendent of his/her intention to make such recommendation, is, at the expiration of such limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the Salary Schedule; unless the employing Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy him/her on or before the thirtieth (30th) day of April. Such teacher is presumed to have accepted employment under such continuing contract unless he/she notifies the Board in writing to the contrary on or before the first (1st) day of June and a continuing contract shall be executed accordingly.
 5. The failure of the Superintendent to make a recommendation to the Board under any of the conditions set forth in this Section, or the failure of the Board to give such teacher a written notice pursuant to this Section, shall not prejudice or prevent a teacher from being deemed reemployed under either a limited or continuing contract, as the case may be, under the provisions of this Section.
- E.** Issues regarding termination of teacher contracts provided for in this Article 15 shall be enforced in accordance with procedures established under ORC 3319.16 and not enforced by means of the grievance and arbitration procedures contained elsewhere in this Master Agreement.
- F.** Teachers who have declared retirement from the district shall be eligible after sixty (60) days to be reemployed by the Board under a one year limited Contract. Such a Contract shall be paid at the base rate (BA, Step 0) and shall remain at the base rate upon renewal. Such retire/rehire teachers shall not be eligible for advances on the salary scale for either years of service or education. All other conditions afforded to teachers under a limited contract shall remain. It is the intent of the parties to specifically supersede ORC 3317.13. Issues regarding termination of teacher contracts provided for in this Article 15 shall be enforced in accordance with procedures established under ORC 3319.16 and not enforced by means of the grievance and arbitration procedures contained elsewhere in this Master Agreement.

**ARTICLE 16. EVALUATION: POLICY, PROCEDURE(S), PRACTICE(S), AND
PROCESS(ES)**

Effective August 1, 2012, the evaluation procedure beginning with Section A. below shall be used to evaluate the performance of bargaining unit members for the 2012-2013 school year. No later than September 1, 2012, the Board and the Association shall appoint a joint committee to develop a standards-based evaluation instrument and procedures in compliance with ORC 3319.111 and HB 153. Four (4) Association members shall be appointed by the President, and four (4) Administrative members shall be appointed by the Superintendent. After the procedure is developed, the parties agree to bargain to agreement over it and submit the agreed upon procedure to the Board of Education by May, 2013. If the parties are unable to reach agreement on the revised evaluation procedure, the Federal Mediation and Conciliation Service (FMCS) shall be asked to mediate the differences of the parties on this issue prior to May, 2013.

Release time will be provided for REA members working on the committee.

A. PREAMBLE AND PHILOSOPHY

1. Evaluation shall mean the procedure(s), practice(s), and process(es) utilized in the mutually-determined improvement/recognition of good Supervisory-Teaching-Learning Process(es). The evaluation of Supervisory-Teaching-Learning Process(es) is a mutual responsibility of the Supervisor (Administrator) and Teacher (Instructor). The development of appropriate and fair instrument(s) and procedure(s) for evaluation is of proper and mutual concern to the entire staff and the Administration. Through the evaluation procedure(s), practice(s), and process(es) shall be developed recommendations for commendation, rehiring, transfer, improvement, censure, or dismissal.
2. Teachers shall be appraised upon the degree they are able to meet mutually agreed to criteria established and/or known-recognized-accepted to be indicative to good Supervisory-Teaching-Learning Process(es).
3. The Supervisor-Teaching-Learning Process(es) shall be evaluated upon such Form-Instrument(s) as are herein attached.
4. If it is found that this Article is not followed, that specific evaluation period is nullified, and no adverse employment decision may be made that year. If a teacher is not available to be evaluated, or intentionally evades or attempts to thwart this Article, this Section is not applicable.

B. METHODS OF EVALUATION

1. Observation/Visitation/Evaluation may be conducted by the following and in such manner as specified herein:

- a. The Building Principal shall be the primary evaluator.
 - b. An evaluation by the peer group under the auspices of the REA PR&R Committee. Such evaluation may be requested by either the Building Principal or the teacher. Such an evaluation shall not supplant the Principal's Observation/Visitation/Evaluation(s), but shall be considered advisory and subject to all rules, regulations, procedure(s), practice(s), and process(es) as set forth in this Document as regards "mutual agreement," pre- and post-conferencing, and rights of attachment.
 - c. An evaluation by a self-designed program or system as mutually agreed to and reduced to writing.
 - d. An evaluation by in-depth self-analysis as shall have been mutually agreed to and reduced to writing.
 - e. An evaluation by any such combination of the above as mutually agreed to and reduced to writing.
2. Should disagreement occur in the process of reaching mutually agreed to evaluation criteria, method mode(s) of Observation/Visitation/Evaluation, support system(s), and/or material(s), document(s), content(s), interpretation(s), application(s), or file placement, the right of rebuttal-attachment shall prevail so as to facilitate the procedure(s), practice(s), and process(es) of Observation/Visitation/Evaluation in the Supervisory-Teaching-Learning Process(es).

C. CYCLES OF EVALUATION

- 1. There shall be two (2) cycles of evaluation: (a) New and (b) Standard-Tenured.
 - a. NEW CYCLE shall be based upon normal expectations for "need" and "help." In such instance(s), there shall be:
 - (1) Established a buddy-system designed to maximize the effective input and guidance of experienced teachers to aid the growth of new teachers. In the first week of school, the Association shall, through volunteers, establish a list of those teachers in each building willing to serve in such capacity. Said teachers shall be assigned by the Building Administrator, and no staff member shall be assigned more than one (1) new staff member.
 - (2) Teachers in this cycle shall be evaluated at least twice in the year in which the Board may wish to declare its intention not to re-employ the teacher. One evaluation shall be conducted and completed not later than the fifteenth day of January and the teacher being evaluated shall receive a written report of the results

of this evaluation not later than the twenty-fifth day of January. One evaluation shall be conducted and completed between the tenth day of February and the first day of April and the teacher being evaluated shall receive a written report of the results of this evaluation not later than the tenth day of April.

b. Standard-Tenured Cycle

- (1) Wherein the teacher shall be the subject of evaluation less frequently than those in the New Cycle. Said observations/visitations/evaluations shall be subject to the same provisions of pre-conferencing, mutual agreement, and post-conferencing as provided herein.
- (2) These teachers shall be defined as those having: (a) Tenure; (b) Three (3) or more years in the Rootstown Local School System; or (c) Five (5) years in teaching.
- (3) These teachers shall be formally observed/visited/evaluated the year current contract expires. Teachers with continuing contracts will be evaluated once every four (4) years.

D. EVALUATION-VISITATION-OBSERVATION FEEDBACK-REPORTING

1. Feedback-Reporting shall be given a teacher within ten (10) calendar days (note: this is in agreement with Section C (2), cycles of evaluation) of the scheduled observation/visitation/evaluation. The Feedback-Reporting shall be given in the post-conference setting, wherein the following procedure(s), practice(s), and guarantee(s) shall apply:
 - a. Feedback shall be written.
 - b. The teacher's signature shall signify only that the evaluatee read and has been supplied with a complete form(s) and/or all attachments/documents related thereto. The teacher shall have the right to attach a rebuttal to his/her evaluation to be included in his/her personnel file.
 - c. Teachers shall have the right of the presence of their designated representative during any pre- or post-conferencing session.
 - d. Observations of the teacher being evaluated by the person conducting the evaluation shall be on at least two (2) occasions for not less than thirty (30) minutes on each occasion.
 - e. The pre-conferencing setting shall establish mutually agreed to areas of evaluation, possible date of observation/visitation/evaluation subject to

mutually determined change as conditions and schedules may dictate, with all rights of attachment retained.

- f. Where extenuating circumstances, such as logistical abnormalities or situational exigencies, shall exist during observation/visitation/evaluation, they shall be noted with explanation.
- g. If specific criticisms are made of a teacher or a Supervisor, they shall specify, by mutual consent, a time period for remedy and the nature of evidence required to indicate correction of the concern(s). The Administration will give assistance to help correct the criticisms including time, material, resources, and consultant services.
- h. If, after the specified time period, it is apparent that within process and procedure that said concern(s) have been resolved, to mutual satisfaction, any materials relating thereto shall, at the request of either party, be removed from the appropriate file(s) and given to the appropriate party(ies) and, thereafter, be considered null and void.
- i. First year principals shall provide to their staff evaluative procedures/goals by September 30th. Such information shall utilize the evaluation form and provide detailed comments as to acceptable/unacceptable criteria. Staff will have the opportunity to seek clarification of such expectations at any time.
- j. Teachers and/or Principals shall have the right to verbal response during pre-and post-conferencing settings without fear of reprisal.
- k. All line items on any evaluation document(s) shall be completed as called for within or specified either "Not Observed" (N/O) or "Not Applicable" (N/A).
- l. Any portion of an evaluation shall be considered invalid, wherein a specified change of performance has been indicated in either pre- and/or post-conferencing, where adequate equipment, supplies, and/or supplementary services have not been provided as mutually agreed to. Where such invalidation occurs, said section of the evaluation shall not be included in the teacher's personnel file.
- m. Teachers shall not be the subject of observation/visitation/evaluation for the purpose of the formulation of a written document(s) on the day before or after a calendared recess; on the day after an unscheduled school closing; on the day after an absence, on a staff development day; on the first or last day of a grading period; or for three (3) days following an uncalendared school closing whose duration has been at least five (5) days.

- n. In any such evaluation(s) as changes of performance shall be set forth, the document(s) shall establish specific measurable suggestions for instituting improvements in performance.
- o. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, terminated, adversely evaluated, or otherwise deprived of any professional advantage without cause.

"Cause" is defined as willful or blatant or persistent violations of written administrative rules or regulations, established Board policy, this Agreement, or failure to correct criticisms as documented through the evaluation process.

- p. The performance evaluation of certificated/licensed employees who are impacted by an IEP/504 Plan shall not include any negative assessment because the short term/long term goals of the IEP/504 Plan have not been met by the student.

E. EVALUATION DOCUMENTS

1. The teacher or the Principal shall have the right to indicate documents in the personnel file(s) which either and/or both believe to be obsolete or otherwise inappropriate for continued retention. After mutual agreement of the teacher and the Principal, and/or designee(s), and/or successor(s), such material(s) may be removed from the personnel file(s) and destroyed.
2. Evaluations developed in the New Cycle shall be destroyed upon teacher written request to the Superintendent when said teacher reaches continuing contract status or at the end of three (3) years, whichever comes first.
3. Evaluations developed in the Standard-Tenured Cycle shall be reviewed every three (3) years and, at the request of the teacher, they shall be either destroyed or maintained.
4. In such instance(s) as document(s) shall be destroyed, all attachments shall be destroyed in like manner.
5. Destruction of material shall conform to the School District Record Commission's guidelines.

F. APPRAISAL OF THE EVALUATION SYSTEM

1. The teaching staff shall be involved, through the REA, in an annual analysis of the evaluation process(es), procedure(s), and practice(s) – observation/visitation/

evaluation techniques, and/or forms. For such purpose(s), there shall be constituted an Evaluation Review Committee in such manner as described below, herein, and operating in such a fashion as described below, herein. Such constitution and operating procedures shall be as follows:

- a. Said committee shall be named and constituted no later than September 15th of any given year.
- b. The committee shall comprise: the Superintendent, the three (3) Building Principals, four (4) representatives of the REA, one (1) REA representative from each building, and the REA President or his/her designee. The REA reps shall be appointed by the REA President, subject to ratification of the REA body in regular or specially-called session.
- c. Said committee shall, by open nomination and secret ballot, choose its chairperson.
- d. Mutually agreed results and findings of the Review Committee shall be completed and incorporated into this Agreement prior to any evaluation of staff; however, no later than December 15th.
- e. All individuals shall vote their conscience unless so directed by the appropriate constituency to vote as a bloc or under the unit rule. In such instance(s) as a tie shall occur, the decision shall be as *Robert's Rules of Order, Newly Revised*, and the motion, ruling, decision, or opinion shall fail.
- f. Such reports, findings, recommendations, and observations as presented from the committee shall be viewed as democratically arrived at and professionally conceived.
- g. Teacher-participants shall, when meetings of said committee are called as to conflict with normal teaching duties and/or extra-duty contract status and responsibility, shall be suitably replaced, and not subject to any financial penalty or prejudice whatsoever.

G. The current Evaluation Form is attached as Appendix E.

H. Any disputes arising under Article 16 shall be exclusively subject to the grievance and arbitration procedures contained in this Master Agreement.

I. OTHER

1. Teachers shall not be evaluated on students' performance on any standardized testing.

2. The evaluation procedure contained herein is the complete agreement between the parties. No person is authorized to evaluate staff outside of this procedure including, but not limited to, evaluation of teachers on substitute lesson plans or substitute's notes or appraisal.

ARTICLE 17. REDUCTION IN FORCE

A. PREAMBLE

1. In accomplishing Reduction In Force (RIF), the overriding concern must be the welfare of the children of the Rootstown Schools.
2. Staff reductions shall be achieved through procedures and efforts which fall within the purview of Federal and State statute(s), as well as adopted and/or negotiated policy, procedure(s), and practice(s).
3. Staff reductions can be achieved through procedures and efforts which are as equitable and practicable within the human experience.
4. Staff reductions can be achieved through procedures and efforts which are as equitable and practicable to the personnel of the Rootstown Local Schools as a whole, under the difficult circumstances that always attend when a RIF is either contemplated and/or takes place. Because of the competing interests that come into play, no set of procedures for staff reduction is likely to be personally satisfactory to everyone affected and/or concerned.
5. In determining the extent to which reductions are necessary, or determining which positions or employees will be affected, preference to teachers on continuing contracts shall be given. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations as defined in this Agreement. Compliance with Federal and State statute(s), or achievement of the educational aims of the Rootstown Local Schools, may require taking factors other than seniority into account, however.
6. These procedures have been established so that certificated/licensed employees may better understand what shall transpire should a RIF be either contemplated and/or take place.

B. CAUSE(S)

When by reason of decreased enrollment of pupils, finances, return to duty of regular teachers after leaves of absence, changing course offerings and selections, or by reason of suspension of schools or territorial changes affecting the District, the Board

decides that it will be necessary to reduce the number of teachers, it may, within policies governing the Rootstown Local Schools, make a reasonable reduction.

C. PROCEDURE

1. Prior to taking such action, the Superintendent shall notify the REA President or designee thereof of the specific reason(s) for such reduction(s), and specify the position(s) which may be affected, on or before April 1st of the year immediately prior to the contemplated RIF.
2. In making such determination(s), the Superintendent and Board shall:
 - a. Proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts as specified herein.
 - b. Have posted in every building on or before April 1, the following:
 - (1) A Seniority List of all teachers in the Rootstown Schools in their area(s) of certification/licensure and service in the Rootstown Schools. Teachers shall be placed on all lists for which they are certified/licensed.
 - (2) A list of those specific positions to be reduced in each building.
 - (3) A RIF Personnel List compiled from the Seniority List described above.
 - c. Process to suspend contracts, giving consideration to the recommendation(s) of the aforesaid (III.A.) committee in the following preferential order:
 - (1) Not employing replacements in those positions open for the next twenty-four (24) months, while eligible certified/licensed employees on the Layoff List are available for said positions.

The number of persons thus affected by a RIF will be kept to a minimum by not employing replacements insofar as equitable-practicable-agreed for employees who retire or resign, or whose limited contracts are not renewed on the basis of performance, pursuant to Article 16. EVALUATION: POLICY, PROCEDURE(S), PRACTICE(S), AND PROCESS(ES) and the OTES Memorandum of Understanding contained in this Agreement as Appendix L

The number of persons, thus, reemployed from current-previous staff would be maximized, and provide for the optimum of continuity of program and personnel in a RIF circumstance.

To achieve educational aims, however, it may be necessary to employ some replacements for some positions if other employees of the system do not possess the necessary certification/licensure for the vacant position to be filled. Attrition, moreover, may not be sufficient to accomplish a RIF in full.

- (2) Continue, if necessary, RIF by first suspending contracts of personnel on limited contract status as follows:
 - i. Comparable evaluations as defined in this Agreement.
 - ii. Seniority, when evaluations are comparable.
 - (3) Cause additional reductions, if necessary, by suspending those continuing contracts as follows:
 - i. Comparable evaluations, as defined in this Agreement.
 - ii. Seniority, when evaluations are comparable.
 - (4) For the purposes of this Article, "comparable evaluations shall be defined as follows:
 - i. Teachers who have a combined Summative Evaluation Rating of "Developing" and "Skilled" shall be deemed comparable. Teachers with a combined rating of "Accomplished" or "Ineffective" shall each be in separate categories.
 - ii. The combined Summative Rating shall be based on a rolling 3-year average of each teacher's annual Final Summative Rating. This 3-year average shall be based on the three (3) most recent years of which complete evaluations are available. For teachers for whom 3 years of evaluation ratings are not available, the combined Summative Rating shall be based on an average of the complete evaluation ratings which are available.
3. Seniority shall be determined by the length of service in the Rootstown Local Schools. Among those with the same length of service, seniority shall be determined by:

- a. The date of the Board meeting at which the teacher was employed; and then by
- b. The date on which the teacher submitted a completed job application.
- c. Length of continuous service which shall not be interrupted or affected by authorized leaves of absence. Leaves of absence shall not be included in the calculation of years of service in the determination of seniority.

D. REEMPLOYMENT AND REPLACEMENT PROVISOS

- 1. Offers to teachers on the RIF/Layoff List for reemployment shall be for positions for which they are certified/licensed in order of seniority at the time of contract suspension.
 - a. No new teachers shall be employed by the Board while there are teachers on the RIF/Layoff List who are certified/licensed for any position as may be vacant.
 - b. Teachers shall be restored to employment on a last-out/first-in basis to any position for which they are certified/licensed by the State of Ohio, pursuant to Revised Code 3319.22.
 - c. The date of certification(s)/licensure(s) shall not affect the seniority status of any teacher.
 - d. Teachers having greater system-wide seniority and the appropriate certification/licensure, shall have the right to assume another position currently held by a person of lesser seniority who is not on the RIF/Layoff List in accordance with the following provisions:
 - (1) Bumping shall be vertical in the teacher's current teaching area, except in such instance(s) as horizontal bumping shall serve to continue the employment of a higher seniority staff member.
 - (2) In such instance(s) as a vertical bump is impossible, horizontal bumping shall occur.
 - (3) In such instance(s) as may require relocation of staff due to reduction, the teacher shall be given the option to return to the grade level or building from which he/she was moved should an appropriate vacancy occur in said area of building. This shall be accomplished on a last-out/first-in basis.

- (4) Upon "mutual agreement" of the Administration and the REA PR&R Committee exceptions, as reduced to writing, may be made in the bumping process.
- (5) Teachers who can achieve new certification/licensure in another teaching area(s) for which system-wide seniority could make them eligible, shall be given until August 15 to show evidence of such eligibility to the Superintendent, who shall cause to change the RIF/Layoff List according to all aforementioned provisos.
- (6) Teachers shall be given written notice of an offer of reemployment by sending a registered or certified letter to said teacher at his/her last known address, with a simultaneous copy to the REA President or his/her designee thereof.
 - (a) It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or of other notice to the teacher.
 - (b) If a teacher fails to accept the offer of reemployment in writing within seven (7) calendar days, excluding Saturdays, Sundays, and holidays, or within two (2) days if the offer is delivered within ten (10) days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the teacher, unless an extension is granted in writing by the Board, said teacher shall be considered to have rejected said offer and shall be removed from the RIF list.
 - (c) A teacher on the RIF install list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of Sick Leave, and Salary Schedule placement as the teacher would have received in the year following suspension.
 - (d) Teachers will remain on the RIF List for a period of twenty-four (24) months following the layoff. If a teacher on the RIF List accepts employment with another school district, the teacher shall so notify the Superintendent immediately, and will be removed from the RIF List.

ARTICLE 18. SCHOOL CALENDAR AND DAY

- A.** The superintendent will seek input on two school calendars, one (1) developed by administration and one (1) calendar developed by REA, in writing from all district employees prior to making a recommendation to the Board of Education. The REA will vote on the calendars with the vote provided to the Board. The proposed calendars will include provisions for make-up days caused by school closings or calamities. This process must be completed by January 15.
- B.** The school calendar for certified/licensed staff members shall be one hundred eighty-four (184) days. When all schools in the district are closed due to a calamity (e.g. inclement weather), members of the bargaining unit are not required to report for duty and no deductions will be made from the members' pay.
- C.** The work day for staff shall be no longer than seven (7) hours and fifteen (15) minutes inclusive of thirty (30) minutes continuous duty-free, uninterrupted lunch.
 - 1. Teacher assignments are made during the hours that children are expected in school. Teachers may be asked to volunteer to supervise events taking place after school hours. Teachers can be required to attend a Meet-the-Teachers Night, as well as up to two (2) Open Houses per year.
 - 2. It is the responsibility of teachers to properly inform parents as to progress of their children in school and, through personal contact at school, offer suggestions as to how improvement, if needed, can be brought about. Wherever possible, conferences should be arranged so that they do not conflict with the teacher's instructional time. If that is not possible, an attempt will be made to provide release time.

ARTICLE 19. STAFF MEETINGS

- A.** Efforts should be made to keep staff meetings within the time frame teachers are required to be at school according to duties of teachers as a part of each contract. Teachers must attend all staff meetings called by the Administration during the working day unless they are excused by the person calling the meeting. Notwithstanding the foregoing, teachers who are employed under supplemental contracts shall not be required to attend staff meetings in person during their respective seasons and/or activities. Any teacher absent from a staff meeting shall meet with the building administrator to obtain the information/material disseminated at the meeting within two (2) work days of the meeting, or obtain the materials through email where feasible. Certain staff meetings may be recorded and absent teachers may be required to view the recording. Teachers are encouraged to attend staff meetings which are called for before or after the working day. However, mandatory attendance at these meetings is only required twice a month, for a maximum sixty (60) minutes. All other

meeting attendance is voluntary, except in emergencies. This does not mandate that two (2) meetings be held each month.

- B. At least one (1) week's advance notice shall be given except in emergencies.
- C. Teachers shall have the opportunity to be part of the development of the agenda, when possible.

ARTICLE 20. PREPARATION AND PLANNING TIME

- A. Each teacher in the Middle School and the High School shall have at least one (1) period per day for preparation and planning time.
- B. Elementary planning time shall be guaranteed, in addition to duty-free lunch in Article 18. SCHOOL CALENDAR AND DAY, as follows:
 - 1. No teacher shall be required to supervise students before and beyond the time teachers are normally required to be in the building.
 - 2. Each Kindergarten through sixth grade teacher shall be guaranteed no less than two hundred (200) minutes per week planning time during the student day.
 - 3. On rare occasions, the Board may not be able, in every instance, to provide a certificated/licensed Substitute for an absent Special Area teacher. On those rare occasions, planning time for that specific day may be waived.
 - 4. Teachers in Grades K-6 shall be given planning time during the student day at least five (5) days a week.
- C. Attempts shall be made to ensure all middle school and high school teachers have less than four (4) different courses to prepare in a single day. Honors, Advanced Placement and Intervention versions of a course shall be considered as separate courses. Sections of the same course that are on a different time schedule shall not be considered as separate courses.
- D. Planning time will be devoted to professional development two (2) planning periods per month. Such professional development shall include RTI.

ARTICLE 21. SUBSTITUTING

- A. A regular teacher may not be required to cover or split classes of an absent teacher during the day. However, each teacher that volunteers to cover or split an absent teacher's class shall be paid. Pay is based on the following rates:

1. Thirty Dollars (\$30.00) for thirty (30) to sixty (60) minutes.
2. Fifteen Dollars (\$15.00) for fifteen (15) to twenty-nine (29) minutes.
3. Teachers who split a class, the amount in 1 or 2 will be divided proportionately.
4. See form -- Appendix F.

ARTICLE 22. LEAVES OF ABSENCE

A. SICK LEAVE

1. All teachers shall be entitled to an advancement of five (5) Sick Leave days, if the number of days used exceeds the number accumulated. So long as the teacher remains in the employment of the Board, the teacher is required to earn back any advanced Sick Leave days, so no loss in pay results. Should the teacher leave the employment of the Board, be placed on Unpaid Leave of Absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate. Teachers currently at less than five sick days will be allowed to earn those days back without penalty.
2. Sick Leave days may be used for the following reasons:
 - a. Personal illness (including medical or dental appointments).
 - b. Personal injury.
 - c. Exposure to contagious disease which could be communicated to others.
 - d. Pregnancy.
 - e. Illness, injury, or death in the teacher's immediate family. (Immediate family includes any resident in the teacher's home, spouse, brother, sister, child, father, mother, father- or mother-in-law, foster parent, son- or daughter-in-law, brother- or sister- in-law, stepparent, grandparents, grandchildren and foster and step children.)
3. Sick Leave may be used in one-half (1/2) day blocks. Sick leave notice will be done electronically.

B. COMPULSORY LEAVE

Release Time shall be granted for substantiated and required appearances in Court. Witness fees and any other compensation received, if any, shall be forwarded to the

Board within thirty (30) days of receipt by the employee in order to get regular pay for time released.

C. LEAVE FOR JURY DUTY

Teachers will be granted leave for Jury Duty, upon request. All Jury Duty pay shall be remitted to the Board within thirty (30) days of receipt by the employee in order to get regular pay for time released. Employees shall return, if possible, to work ½ day in the event of early dismissal by the courts.

D. ASSAULT LEAVE

Any teacher who is assaulted while performing assigned duties is eligible for a paid Leave of Absence for up to thirty (30) working days. This needs to be substantiated by the employee's physician.

Sick Leave must be used from that point forward if additional days are needed.

E. PERSONAL LEAVE

1. Any teacher hired to work one hundred eighty-four (184) days shall be permitted to be absent, without loss of pay, a total of three (3) days in any school year from September 1 through August 31, by checking one (1) of the following reasons:
 - a. Sickness in family not covered by Sick Leave.
 - b. Death of a relative, close friend, or associate not covered by Sick Leave.
 - c. Graduation of the teacher, employee, or member of his/her immediate family.
 - d. To transact personal matters that cannot be transacted outside school hours.
 - e. Religious observances.
 - f. Travel complications beyond the control of the person (if approved by contacting the Superintendent or the Supervisor at the time of complications and gaining verbal approval).
 - g. Paternity.

Any teacher hired to work less than one hundred eighty-four (184) days will have Personal Leave days prorated proportionate to number of days in contract.

2. Personal Leave may only be used for one of the above reasons.

3. The Superintendent reserves the right to grant a Personal Leave day for other reasons if, in his/her opinion, the request is just and sufficient.

Requests for Personal Leave must be made, in writing, to the Principal at least one (1) school day before being excused, except in emergencies. Personal leave will be done electronically.

If a request for a Personal Leave day is denied by the Principal, an employee may request in writing, to the REA President, a hearing before the Principal, the REA President, and a third party agreed upon by the Principal and the REA President. Such a hearing may be held prior to the day requested, if possible, or to reinstate lost pay.

Personal Leave days are non-accumulative from one academic year to the next and may not be taken the day preceding or following vacation periods except by approval of the Superintendent.

In cases where Personal Leave is granted as outlined in E.1.f.above, or for other reasons which are at the discretion of the Superintendent, a follow-up letter is necessary by the teacher to the Superintendent stating the reasons required.

4. Can not be used on professional development days except by approval of the Superintendent.
5. Can not be used in place of extended time.

F. ATTENDANCE INCENTIVES

1. Personal Leave Incentive

Any bargaining unit member who uses a portion of his/her three (3) days but has time remaining at the end of the school year will be rolled into sick leave.

2. In addition to the above, each bargaining unit member (except those who are on leaves of absence for more than forty-five (45) days during a school year) shall be entitled to One Hundred Fifty Dollars (\$150.00) if the district target of ninety-seven percent (97%) is reached for the school year, which includes both sick and personal leave but excludes professional leave. Attendance of administrators and others who are not members of the bargaining unit shall not be included in the calculation of the district attendance rate.
3. Payments shall be made in June of each school year.

G. PROFESSIONAL LEAVE

1. Professional Leave may be granted if it serves the following purposes:
 - a. Improvement of the quality of instruction.
 - b. Understanding of the learning process.
 - c. New ideas to enrich teaching.
 - d. A greater understanding of children.
2. Professional Leave shall be granted if it serves the following purposes, with the restrictions noted:
 - a. Two (2) days maximum per Delegate and Alternate for the NEA/OEA Convention. The two (2) days may be reduced to one (1), if the convention does not have activities during the school day for one (1) of the two (2) days. Further, the Board is in no way obligated for any expenses other than the Release Time of the person and the payment of a substitute, if necessary.
 - b. For teachers who serve as an escort, chaperon, or Supervisor of an approved student function.
 - c. The Board shall grant three (3) days Release Time per school year to teachers approved by the REA President. Prior to the granting of this leave, the REA President shall go through the Superintendent to confirm the day, date, and time. These days shall be granted through this Section, except that the Board is not obligated for any expenses other than Release Time and replacement substitute, if necessary. Minimum use of these days is in one-half (1/2) day blocks.
3. Request for Professional Leave to attend a convention, workshop, conference, or school visitation shall be made to the Principal and include the following:
 - a. Date and place of meeting.
 - b. Nature of meeting.
 - c. Estimate of expenses.

Professional leave will be done electronically.
4. The Building Principal shall forward the request, along with his/her recommendation to the Superintendent. Final approval of the meeting and the

amount of expenses to be paid shall be made by the Superintendent and/or the Board of Education.

5. When requested, certified/licensed staff attending a convention/conference/workshop/school visitation; or serving as an escort, chaperon, or Supervisor of a student function shall submit a written report to the Principal so that the benefits may be shared with other staff members.
6. The Board shall not be liable to pay any expense for which the employee is reimbursed from another source.
7. In such instances as the Board, or its designee(s) thereof, shall require a staff member to attend workshops, clinics, or other appropriate educational training experiences, said Board shall assume all necessary and actual expenses as approved by the Superintendent.

H. SABBATICAL LEAVE OF ABSENCE

1. Any teacher who has completed six (6) consecutive years of teaching in the Rootstown Schools may be granted a Sabbatical Leave of Absence, which may be with up to one-half (1/2) pay or totally unpaid, for professional improvement for up to one (1) full school year [thirty-six (36) weeks].
2. Application for Sabbatical Leave for professional study and research or professional improvement must be made at least sixty (60) days prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition within thirty (30) days of receipt of the request. Application for such Sabbatical Leave must be accompanied by an outline of the program of study or research to be pursued, or the proposals for the professional improvement. Application will be made to the Superintendent.
3. Generally, it is intended that study and other proposals for improvement will include a full graduate load and will lead to the completion of a degree in the member's field or area of professional service, if such degree (either undergraduate or graduate) is not already held. Application for leave for travel will outline in detail the scope and nature of the travel; will make provision for an itinerary covering a minimum of four (4) months; will clearly show how such travel will contribute directly to improve classroom instruction or improve professional services by the member; and shall give reasons why such travel may not be accomplished when schools are not in session or when the member is not on duty.
4. Sabbatical Leave for professional improvement will not be granted to any employee more often than one (1) full year for every five (5) consecutive years of service, nor will leave be granted a second time to the same individual when other members of the staff, in sufficient number to fill the quota for the period,

have filed a request for and are awaiting such leave. The number of teachers on Sabbatical Leave in any one (1) year will be limited to one (1) for each level -- Middle, Elementary, and High School.

5. If the leave is approved with partial pay, the amount of partial pay, which an employee will receive while on leave under the provisions of this Section, will equal one-half (1/2) of his/her contract salary for the year plus benefits effective in September, and will be paid every two (2) weeks.
6. Upon his/her return from Sabbatical Leave, a member's salary and fringe benefits will be commensurate with the member's actual training and experience; and he/she will be returned to the same position, if available, or one for which the member is certified/licensed.
7. All members will, as a condition of approval for Sabbatical Leave of Absence for professional growth, sign a written agreement to return to service in the Rootstown Local Schools for a period of at least one (1) year immediately following the satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume his/her employment.

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

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

This Section ("7") only applies to those persons who are granted leave with partial pay.

I. UNPAID PATERNITY/MATERNITY/ADOPTION

1. Any staff member may use Sick Leave, or advancements thereof, for absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom (hereafter collectively referred to as "pregnancy"). Maternity Leave may be used in lieu of Sick Leave when any staff member has exhausted Sick Leave, or when the staff member has determined that a transfer from Sick Leave to Maternity Leave is necessary. A staff member who is pregnant, or adopting a child less than one (1) year of age, may request and shall be entitled to a Leave of Absence without pay for maternity or child care reasons to begin any time during pregnancy -- or, in the case of adoption, the receipt of custody, or up to one (1) year for child care after the child is born or

adopted. At the option of the employee, such leave shall be for the remainder of the current semester, or for the remainder of the school year and two (2) additional semesters.

2. Application for Leave: Application for Maternity Leave shall be filed on the Leave of Absence Form, and shall contain a statement on the expected date of birth -- or, in the case of adoption, the date of obtaining custody, the date on which the leave is to commence, and the term of the leave. In the case of miscarriage, abortion, or adoption problems, the professional staff member shall be entitled to reinstatement at the beginning of the next grading period. The employee shall be entitled to return at any time during the approved leave period, provided that she notifies the Superintendent at least ten (10) school days prior to the date she wishes to return, and furnishes a statement from her physician attesting to her ability to resume the full performance of her duties and responsibilities.
3. Rights While on Leave: Any staff member on Paternity/Maternity/Adoption Leave, or Child Care Leave, (and which may not be covered by FMLA) shall be entitled to request and receive the right to continue to be covered by any or all insurances provided the teacher pays to the Board Treasurer (in advance each month) the full amount of the monthly group plan premium of such coverages. Any overpayment of premium shall be refunded to the staff member upon termination of leave. Child Care Leave provisions of Maternity Leave apply to either of the adopting or natural parents (father and/or mother). Upon his/her return from leave, a member's salary and fringe benefits will be commensurate with the member's actual training and experience; and he/she will be returned to the same position, if available, or one for which the member is certified/licensed.

J. MILITARY LEAVE

1. Any certificated/licensed employee in any of the U.S. Military Services who is called to active duty for up to a two (2) week period shall be paid the difference between what he/she receives from military and his/her per diem rate on his/her current teaching contract.
2. Any teacher who may be conscripted into the defense forces of the United States for service or training shall be granted a Military Leave. He/she shall be reinstated into his/her position in the school system with full credit, including annual increments under the salary schedule, upon written request supported by competent proof that the teacher is fully qualified to perform the duties of the position. Application for reinstatement shall be made within a reasonable time not to exceed ninety (90) days from the date of said release or honorable discharge from the military service.
3. Military Leave shall not be deducted from accumulated Sick Leave days.

K. POLITICAL LEAVE

1. A teacher has the right to become a candidate for public office and to serve in said elective office, unless there is a specific legal prohibition. Leave for this purpose may be granted by the Board, upon request by the teacher.
2. Upon request of the REA, a member of the teaching staff elected to a State or National office of a bona fide professional organization, at either State or National level, may be granted a Leave of Absence not to exceed two (2) years unless there is a specific legal prohibition. Bona fide professional organization to be determined by the Association President and the Superintendent.
3. If the office does not obviously require full-time availability, the teacher must demonstrate that it is full time prior to commencement of leave.
4. If the Board anticipates a denial of such leave, the Board must demonstrate its rationale for the denial.

L. OTHER LEAVES OF ABSENCE

1. Upon recommendation of the Superintendent, the Board may authorize leaves of absence for teachers for circumstances not previously covered in the Leave Policies.
2. Leaves of absence shall be limited to a period not to exceed two (2) years, and shall be granted only after a written request and full study of each situation.
3. Upon his/her return from leave, a member's salary and fringe benefits will be commensurate with the member's actual training and experience; and he/she will be returned to the same position, if available, or one for which the member is certified/licensed.

M. FAMILY & MEDICAL LEAVE ACT

According to the Family and Medical Leave Act (FMLA), a bargaining unit member may take up to twelve (12) weeks of unpaid leave in a twelve (12) month period because of the birth of a child, or the placement of an adoption or foster care child with the bargaining unit member, or for care of a spouse, child, or parent who has a serious health condition or for a serious health condition that makes the employee unable to perform employee's job. During such leave, the bargaining unit member will be entitled to continuation of health benefits with the same level of Board contributions as exists during the work time. The bargaining unit member must submit certification satisfactory to the Board. To be eligible for leave under this section, the employee must have worked at least one thousand, two hundred fifty (1,250.00) hours in the prior twelve (12) month period. For the purpose of this section, the prior twelve (12) month period is considered to be the prior school year.

ARTICLE 23. DEDUCTIONS

A. REQUIRED DEDUCTIONS

1. Deductions for taxes and retirement shall be withheld each pay according to the appropriate tax tables.
2. Association dues/fees shall be deducted as outlined in Section C (Professional Association Dues and Financial Security), below.

B. VOLUNTARY DEDUCTIONS

1. Certificated/licensed personnel may request the following new payroll deductions or changes in current payroll deductions at any time, upon completion of the proper forms submitted to the Board Treasurer at least ten (10) days prior to effective date:
 - a. Other Insurances
 - b. Credit Union
 - c. United Way
 - d. FCPE
 - e. Tax-sheltered Annuities: The Board agrees that, pursuant to Internal Revenue Code (IRC) Section 403(B) and Section 457, and subject to the restrictions and limitations outlined below, employees may elect to enter into salary reductions agreements under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section 403(B) and Section 457 (a Tax-sheltered Annuity). The following restrictions and limitations apply with respect to such matters:
 - (1) The Board may restrict the timing of the employee salary reduction elections to comply with the requirements of the Treasury Regulations Sections 1.403(B) - 1(B)(3). Employees must make their elections in writing.
 - (2) Employees are responsible for limiting the amount of their contributions to the Internal Revenue Code limits and must sign a certification on file in the Treasurer's office. The Board may, but is not required to, restrict or limit contributions on behalf of employees to the extent that it believes that the total contributions for an employee will exceed the IRC limits or otherwise will be currently subject to income tax.

(3) The Board will make reports to the Internal Revenue Service (e.g., Form W-2's) and withhold federal, state, and local income taxes as it believes it is required to do by law.

f. Direct Deposit

2. Deduction amounts and from which pay will be determined for each type, by agreement between the Association and the Administration.

C. PROFESSIONAL ASSOCIATION DUES AND FINANCIAL SECURITY

1. In recognition of the Association's service to the bargaining unit, all members of the bargaining unit shall either be members of the REA or share in the financial support of the REA by paying to the Association a Representation Fee, equivalent to the amount of dues of the Association, in the manner prescribed below. These deductions shall be an exclusive right conferred upon the REA as the recognized representative of the certified/licensed personnel, as defined in Article 1. RECOGNITION contained herein.

a. Each bargaining unit member who has not submitted his/her required dues or Representation Fee to the Association shall be given an opportunity to submit a Payroll Deduction Form to the Board Treasurer by the end of the first week of school. The Payroll Deduction Form shall continue to be effective from year to year. The Board Treasurer shall have the form prior to making deductions.

b. The deduction shall be made equally, each biweekly paycheck, commencing the first pay in October through the last paycheck in May.

To insure compliance with Federal Court rulings in respect to Agency Fee provisions, Agency Fee deductions shall begin with the first payroll on or after January 15, and continue in equal monthly installments through the last pay in August each year.

c. Each bargaining unit member may also authorize deductions for the Educators Political Action Committee (EPAC) as a part of the individual unit member's dues. This authorization shall be made on a Payroll Deduction Form and submitted to the Board Treasurer.

d. Deductions shall continue each year automatically unless withdrawn. Withdrawal of authorization for payroll deduction for Association dues must be in writing to the Association and the Board of Education between August 1 and September 1, but does not negate the obligation to pay either the dues or the Representation Fee to the Association. The

Association shall forward to the Board Treasurer and to the employee, by October 1 of each year, the amount to be deducted for that year.

- e. The Board Treasurer shall give to the Association Treasurer, within ten (10) calendar days, the total amount to be deducted along with a complete description by name of the amount deducted.
- f. The individual may be held liable for civil action for damages for failure to either pay the dues or the Representation Fee.
- g. The Association agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision, provided that:
 - (1) The Board shall give a ten (10) day written notice of any claim made or action filed against the Employer by a nonmember for which indemnification may be claimed.
 - (2) The Association can designate counsel to represent and defend the Employee. However, the Employer may hire, at its own expense, independent counsel to represent and defend itself.
 - (3) The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings; and (b) to not oppose the Association or its affiliates' application to file briefs amicus curiae in the action.
 - (4) The action brought against the Board must be a direct consequence of the Board's good faith compliance with the Fair Share Fee provision of the Collective Bargaining Agreement herein; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to Court order) or misapplies such Fair Share Fee provision herein.

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

ARTICLE 24. PAYROLL

- A. Payment of salaries shall be made over a twelve (12) month period. Total salary shall be paid in twenty-six (26) equal payments each school year. Notification of any Board-instituted changes in payroll deductions will be made and an explanation of such changes will be made with the paycheck. Direct deposit notifications shall be sent via

email to the employee's district email account and up to one (1) other email account provided to the payroll department by the employee.

- B. All employees will be required to complete the forms requested by the Treasurer prior to receiving the initial check at the beginning of each school year.
- C. Each paycheck stub will indicate individual deductions, cumulative totals for earnings, Sick Leave, and taxes. The stub shall not include the employee's social security number or bank account number. All stubs shall remain in a secure location in each building until the employee can pick it up during the day.
- D. Deductions from salary for days docked will be prorated over the remaining pay periods in a school year if the deductions would exceed twenty-five percent (25%) of a paycheck.
- E. All employees shall be on direct deposit.

ARTICLE 25. SALARY PROCEDURE

A. GENERAL PRINCIPLES

Salaries shall be determined in accordance with the Salary Schedules adopted by the Board with the agreement of the Association.

B. CLASSIFICATIONS

Employees will be classified by the Board at such time as provided in this Master Contract; and will be placed on the Salary Schedule at the level warranted by their experience, training, classification, etc.

C. PURPOSE OF SALARY SCHEDULE

1. To enable the Administration to secure well trained and competent personnel and retain those who have rendered satisfactory and efficient service.
2. To induce teachers to improve their service by increasing their professional training.
3. To provide means by which the Board of Education may determine the annual budget requirements for salaries.

D. DESCRIPTION AND PROVISIONS OF SALARY SCHEDULE

1. This schedule is of the single-salary type, providing equal salaries for teachers of equal qualifications and experience.
2. This schedule provides for seven (7) levels of training with the maximum salary reached in twenty-six (26) years of recognized experience.
3. Evaluation of training will be based upon the official college transcripts which each teacher must file with the County Superintendent and the Local Superintendent.
4. Full credit for professional experience in an accredited public school outside the Rootstown School District may be given with maximum of five (5) years.
5. Full credit for military service will be granted up to a maximum of five (5) years' experience.
6. Additional Training
 - a. Staff may move horizontally twice during the school year (at the beginning of the school year or at the beginning of the second semester), provided:
 - (1) Academic work is completed satisfactorily.
 - (2) Academic work provides sufficient semester hours to qualify for the next column on the Salary Schedule.
 - (3) Satisfactory evidence or application for official transcript has been received at the Board office no more than fourteen (14) calendar days after the beginning of the first or second semester.
 - (4) Above criteria are based on eventual receipt of the official transcript. The intent is not to penalize the teacher because of normal delays by the university.
 - (5) It is understood that second semester raises will only apply to the remaining days of the school year, and may not be retroactive. This salary adjustment will be reflected in the first full pay period after the raise has been approved by the Board.
 - (6) In order to qualify for additional training increments, the teacher must earn additional hours (semester) beyond the current degree

ARTICLE 26. SALARY AND INDEX

- A.** Effective August 1, 2015 the Base Salary (BA-0) Step shall be \$33,778.85 (3%). Index (Base Salary multiplied by the Index number) is the annual salary commensurate with training and experience. Daily rate is annual salary divided by 184. Hours in quarter hours.

Members shall receive step/column movement and salary compensation at the appropriate step each year of the Agreement, effective August 1, 2015.

B. SALARY SCHEDULE INDEX FOR PLACEMENT

YEARS	BACH	BA+9	BA+18	BA+27	MAST	MA+9	MA+24
0	1.0000	1.0500	1.0800	1.1175	1.1550	1.2050	1.2800
1	1.0500	1.0900	1.1200	1.1625	1.2075	1.2575	1.3325
2	1.0900	1.1300	1.1600	1.2075	1.2600	1.3100	1.3850
3	1.1300	1.1700	1.2000	1.2525	1.3125	1.3625	1.4375
4	1.1700	1.2100	1.2400	1.2975	1.3650	1.4150	1.4900
5	1.2100	1.2500	1.2800	1.3425	1.4175	1.4675	1.5425
6	1.2500	1.2900	1.3200	1.3875	1.4700	1.5200	1.5950
7	1.2900	1.3300	1.3600	1.4325	1.5225	1.5725	1.6475
8	1.3300	1.3700	1.4000	1.4775	1.5750	1.6250	1.7000
9	1.3700	1.4100	1.4400	1.5225	1.6275	1.6775	1.7525
10	1.4100	1.4500	1.4800	1.5675	1.6800	1.7300	1.8050
11	1.4500	1.4900	1.5200	1.6125	1.7325	1.7825	1.8575
12	1.4900	1.5300	1.5600	1.6575	1.7850	1.8350	1.9100
13	1.5300	1.5700	1.6000	1.7025	1.8375	1.8875	1.9625
14	1.5800	1.6200	1.6500	1.7575	1.9000	1.9500	2.0250
15	1.5800	1.6200	1.6500	1.7575	1.9000	1.9500	2.0250
16	1.5800	1.6200	1.6500	1.7575	1.9000	1.9500	2.0250
17	1.5800	1.6200	1.6500	1.7575	1.9000	1.9500	2.0250
18	1.6300	1.6700	1.7000	1.8125	1.9625	2.0125	2.0875
19	1.6300	1.6700	1.7000	1.8125	1.9625	2.0125	2.0875
20	1.6300	1.6700	1.7000	1.8125	1.9625	2.0125	2.0875
21	1.6300	1.6700	1.7000	1.8125	1.9625	2.0125	2.0875
22	1.6800	1.7200	1.7500	1.8675	2.0250	2.0750	2.1375
23	1.6800	1.7200	1.7500	1.8675	2.0250	2.0750	2.1375
24	1.6800	1.7200	1.7500	1.8675	2.0250	2.0750	2.1375
25	1.6800	1.7200	1.7500	1.8675	2.0250	2.0750	2.1375
26	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875
27	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875
28	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875
29	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875
30	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875

SALARY SCHEDULE 2015-2016

<u>YEARS</u>	<u>BACH</u>	<u>BA + 9</u>	<u>BA + 18</u>	<u>BA + 27</u>	<u>MAST</u>	<u>MA+9</u>	<u>MA+24</u>
STEP 0	33,779	35,468	36,481	37,748	39,015	40,704	43,237
STEP 1	35,468	36,819	37,832	39,268	40,788	42,477	45,011
STEP 2	36,819	38,170	39,184	40,788	42,562	44,250	46,784
STEP 3	38,170	39,521	40,535	42,308	44,335	46,024	48,557
STEP 4	39,521	40,873	41,886	43,828	46,108	47,797	50,331
STEP 5	40,873	42,224	43,237	45,348	47,882	49,571	52,104
STEP 6	42,224	43,575	44,588	46,868	49,655	51,344	53,878
STEP 7	43,575	44,926	45,939	48,388	51,429	53,117	55,651
STEP 8	44,926	46,277	47,291	49,908	53,202	54,891	57,424
STEP 9	46,277	47,628	48,624	51,429	54,975	56,664	59,198
STEP 10	47,628	48,980	49,993	52,949	56,749	58,438	60,971
STEP 11	48,980	50,331	51,344	54,469	58,522	60,211	62,744
STEP 12	50,331	51,682	52,695	55,989	60,296	61,984	64,518
STEP 13	51,682	53,033	54,046	57,509	62,069	63,758	66,291
STEP 14	53,371	54,722	55,735	59,367	64,180	65,869	68,402
STEP 15	53,371	54,722	55,735	59,367	64,180	65,869	68,402
STEP 16	53,371	54,722	55,735	59,367	64,180	65,869	68,402
STEP 17	53,371	54,722	55,735	59,367	64,180	65,869	68,402
STEP 18	55,060	56,411	57,424	61,224	66,291	67,980	70,514
STEP 19	55,060	56,411	57,424	61,224	66,291	67,980	70,514
STEP 20	55,060	56,411	57,424	61,224	66,291	67,980	70,514
STEP 21	55,060	56,411	57,424	61,224	66,291	67,980	70,514
STEP 22	56,749	59,113	59,113	63,082	68,402	70,091	72,203
STEP 23	56,749	59,113	59,113	63,082	68,402	70,091	72,203
STEP 24	56,749	59,113	59,113	63,082	68,402	70,091	72,203
STEP 25	56,749	59,113	59,113	63,082	68,402	70,091	72,203
STEP 26	58,438	60,802	60,802	64,940	70,514	72,203	73,892
STEP 27	58,438	60,802	60,802	64,940	70,514	72,203	73,892
STEP 28	58,438	60,802	60,802	64,940	70,514	72,203	73,892
STEP 29	58,438	60,802	60,802	64,940	70,514	72,203	73,892
STEP 30	58,438	60,802	60,802	64,940	70,514	72,203	73,892

ARTICLE 27. EXTENDED SERVICES

- A. Extended Service shall be paid on the individual's daily rate for any required working days beyond one hundred eighty-four (184) days in a school year.
- B. Saturday school supervision shall be paid at \$60.00 per session.

ARTICLE 28. SUPPLEMENTAL SALARY

- A. A complete list of available supplemental contracts available for the following school year shall be provided to teachers by February 1 of the preceding school year.
- B. Teachers shall have until the end of the second full week in February to request any supplemental contracts for which they meet the qualifications. These contracts shall be awarded on a seniority basis.
- C. Supplemental contracts not filled under section B shall then be bid to the public at the appropriate times. Such contracts shall be awarded in accordance with Ohio Revised Code 3313.53.
- D. Teachers failing to request a supplemental contract by the February deadline shall not be excluded from bidding during the public posting period.
- E. Position definition [percent multiplied by effective BA-0 Base].

<u>Supplemental</u>	<u>Pct</u>
High School Football	16.00%
High School Band	15.00%
High School Boys Basketball	15.00%
High School Girls Basketball	15.00%
HS Wrestling	13.00%
Head Girls' Soccer	11.00%
Head Boys' Soccer	11.00%
HS Volleyball	11.00%
High School Cross Country	11.00%
HS Boys Track	11.00%
HS Girls Track	11.00%
HS Baseball	11.00%
HS Softball	11.00%
HS Faculty Manager	9.00%
Head Golf	9.00%
High School Assistant Football (4)	8.5%
HS Asst Basketball (2 boys, 2 girls)	8.5%
HS Asst Volleyball	7.5%
HS Asst Wrestling	7.5%
High School Assistant Cross Country	7.5%

Boys JV Soccer	7.5%
Girls JV Soccer	7.5%
HS Asst Baseball	7.5%
HS Asst Track	7.5%
HS Asst Softball	7.5%
Head Football Coach, M.S.	6.5%
MS Faculty Manager	6.5%
Asst Football Coach, M.S.	6.5%
High School Cheerleader Advisor	6.5%
High School Student Council Advisor	6.5%
High School Year Book	6.5%
MS Basketball (2 Boys/2 Girls)	6.5%
MS Wrestling	6.5%
Middle School Volleyball (2)	6.5%
MS Track (2)	6.5%
Junior Class Advisor	6.5%
Senior Class Advisor	6.5%
HS Bowling	6.5%
Fitness Coordinator	6.5%
Assistant Band	5.5%
HS Drama	5.5%
HS Assistant Cheerleader Advisor	5.5%
Assistant Golf Coach	5.5%
High School Vocal	5.0%
MS Cheerleader Advisor (2)	4.0%
HS Asst Drama	3.0%
Middle School Band	3.0%
High School National Honor Society	3.0%
MS Choir	3.0%
Technology Club	3.0%
H.S. Academic Challenge/Quiz Bowl	2.0%
Art Club HS	2.0%
Art Club MS	2.0%
Youth Safety Council	2.0%
Elementary Enrichment (4)	2.0%
Sophomore Class Advisor	2.0%
Freshman Class Advisor	2.0%
MS Yearbook	2.0%

F. SUPPLEMENTAL INDEX

<u>YEARS</u>	<u>INDEX</u>
0-1	1.00
2-3	1.05

4-5	1.10
6-7	1.15
8-9	1.20
10+	1.25

YEARS: Years of experience regardless of the school district.

- G. For administrative/Board-required curriculum work outside the school day: Fifteen Dollars (\$15.00) per hour. A written contract must be issued for said work.
- H. Either party may, upon serving notice to the other party, re-open this Master Agreement for the purpose of negotiating on supplemental contracts. The written notice shall clearly denote the supplemental issue(s) to be discussed.

If a signed, tentative agreement is not achieved within fifteen (15) calendar days following receipt of the written notice to negotiate by the party upon which notice is served; or, if either the Board or the membership of REA subsequently votes to reject the tentative agreement, negotiations shall cease and this Master Agreement shall continue without change for the remainder of its term.

- I. Teachers who serve on Local Professional Development Committee (LPDC) will receive a \$300.00 stipend and professional staff development hours. The stipend will also be prorated and only paid for meetings attended. The LPDC meeting minutes will serve as documentation for these hours.

ARTICLE 29. MILEAGE

- A.** The mileage rate shall be the current IRS rate.
- B.** Any mileage due a teacher shall be paid monthly.
- C.** Mileage may be paid for any mileage incurred when attending functions required by the Administration when attendance at the function lies outside the normal job requirements.
- D.** All mileage will be calculated from the school site and needs to be supported by a map program, i.e., map quest or some similar program.
- E.** Mileage reimbursement requests need to be pre-approved by the building administrator.

ARTICLE 30. TUTORS

[Salary for tutors will have ten (10) vertical steps with horizontal steps conforming to the teachers' Salary Schedule and reflecting the same increase based on the hourly rate.]

- A.** All tutors will receive the same percentage increase in salary as the BA-0 Step base.
- B.** Full-time tutors are defined as and will be granted a contract at five (5) hours a day including a thirty (30) minute continuous duty-free lunch.
- C.** Upon eligibility, tutors shall be issued continuing contracts.
- D.** Effective August 1, the Base Salary (BA-0) Step shall be \$19.20 an hour.
- E.** Index (Base Salary, "D" above, multiplied by the Index number) is the annual salary commensurate with training and experience. Daily rate is annual salary divided by 184. Hours in quarter hours.

F. SALARY SCHEDULE INDEX FOR PLACEMENT

<u>YEARS</u>	<u>BACH</u>	<u>BA+9</u>	<u>BA+18</u>	<u>BA+27</u>	<u>MAST</u>	<u>MAST+9</u>	<u>MAST+24</u>
0	1.0000	1.0500	1.0800	1.1750	1.1550	1.2050	1.2800
1	1.0500	1.0900	1.1200	1.1625	1.2075	1.2575	1.3325
2	1.0900	1.1300	1.1600	1.2075	1.2600	1.3100	1.3850
3	1.1300	1.1700	1.2000	1.2525	1.3121	1.3625	1.4375
4	1.1700	1.2100	1.2400	1.2975	1.3650	1.4150	1.4900
5	1.2100	1.2500	1.2800	1.3425	1.4175	1.4675	1.5425
6	1.2500	1.2900	1.3200	1.3875	1.4700	1.5200	1.5950
7	1.2900	1.3300	1.3600	1.4325	1.5225	1.5725	1.6475
8	1.3300	1.3700	1.4000	1.4775	1.5750	1.6250	1.7000
9	1.3700	1.4100	1.4400	1.5225	1.6275	1.6775	1.7525
10	1.4100	1.4500	1.4800	1.5675	1.6800	1.7300	1.8050

G. SALARY SCHEDULE FOR TUTORS EFFECTIVE AUGUST 1, 2015

BA-0 = \$19.20

<u>YEARS</u>	<u>BACH</u>	<u>BA+9</u>	<u>BA+18</u>	<u>BA+27</u>	<u>MAST</u>	<u>MAST+9</u>	<u>MAST+24</u>
0	\$19.20	\$20.16	\$20.74	\$22.56	\$22.18	\$23.14	\$24.58
1	\$20.16	\$20.93	\$21.50	\$22.32	\$23.18	\$24.14	\$25.58
2	\$20.93	\$21.70	\$22.27	\$23.18	\$24.19	\$25.15	\$26.59
3	\$21.70	\$22.46	\$23.04	\$24.05	\$25.19	\$26.16	\$27.60
4	\$22.46	\$23.23	\$23.81	\$24.91	\$26.21	\$27.17	\$28.61
5	\$23.23	\$24.00	\$24.58	\$25.78	\$27.22	\$28.18	\$29.62
6	\$24.00	\$24.77	\$25.34	\$26.64	\$28.22	\$29.18	\$30.62
7	\$24.77	\$25.54	\$26.11	\$27.50	\$29.23	\$30.19	\$31.63
8	\$25.54	\$26.30	\$26.88	\$28.37	\$30.24	\$31.20	\$32.64
9	\$26.30	\$27.07	\$27.65	\$29.23	\$31.25	\$32.21	\$33.65
10	\$27.07	\$27.84	\$28.42	\$30.10	\$32.26	\$33.22	\$34.66

ARTICLE 31. INSURANCE

A. COMPREHENSIVE MAJOR MEDICAL PLAN

SUMMARY OF SCHEDULE OF BENEFITS: Effective 1/1/2016

Following is a Summary of Benefits covered under this Plan which shall be the \$150 Deductible PASC Standard Plan with the PASC Rx Plan B. The district shall also make available as an option to employees the corresponding Vitality HRA program. All benefits are subject to medical necessity unless otherwise stated herein. All out-of-state claims and emergencies are to be treated as In-Network claims. The Summary Plan Document will be distributed to bargaining unit members annually. Unless otherwise stated, all benefits are subject to the following deductible, co-pay, and maximum amounts:

<u>Benefits</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Deductible (Single/Family)	\$150.00/\$300.00	\$300.00/\$600.00
Coinsurance	90%	80%
Coinsurance Maximum (excl. Ded.)	\$500/\$1,000	\$1,000/2,000
Total Out-of-Pocket Maximum	\$650/\$1,300	\$1,300/\$2,600
 <u>Physician/Office Services</u>		
Office Visit PCP/Specialist	\$10/\$20	20% after deductible
Surgical Services	\$10/\$20	20% after deductible
Urgent Care	\$35	20% after deductible
Immunizations	\$10/\$20	20% after deductible
Allergy Testing	\$10/\$20	20% after deductible
 <u>Preventative Services</u>		
Routine Physical Exam (18+)	100%	20% after deductible
Well Child Care	100%	20% after deductible
Routine Mammogram	100%	20% after deductible
Routine Pap Test	100%	20% after deductible
 <u>Outpatient Services</u>		
Surgical Services	10% after deductible	20% after deductible
Diagnostic Services	10% after deductible	20% after deductible
Emergency Room-Emergency	\$75 copay	\$75 copay
Speech Therapy	\$20 per visit	20% after deductible
Physical/Chiropractic/Occupational	\$20 per visit	20% after deductible
 <u>Inpatient Facility</u>		
Semi-Private Room & Board	10% after deductible	20% after deductible
Maternity	10% after deductible	20% after deductible
Skilled Nursing Facility	10% after deductible	20% after deductible
 <u>Additional Services</u>		
Durable Medical Equipment	10% after deductible	20% after deductible
 <u>Prescriptions</u>		
	<u>Copay</u>	
Generic	\$10	
Formulary Brand	\$15	
Non-Formulary Brand	\$30	
Mail Order	\$20/\$30/\$60	

- B. The Board of Education shall provide and pay the premium for Twenty-Five Thousand Dollars (\$25,000.00) of Term Life Insurance for each teacher.
- C. The Board of Education shall provide Single or Family Dental Insurance Coverage for each teacher. Specifications shall be no less than the current Plan. The Board shall pay 90% of the premium for Single or Family Coverage.
- D. The Board of Education has the right to change insurance carriers after providing for input from the Association, so long as coverage benefits and specifications are not reduced. A single insurance carrier has been provided for all covered employees.
- E. The provisions of the Family Medical Leave Act (FMLA) shall be followed.
- F. Each employee enrolled in the family or single plan shall pay eleven percent (11%) of the premium. Each employee enrolled in the family or single prescription plan shall pay eleven percent (11%) of the prescription premium. There shall be a cap on the employee contribution for the combined medical and prescription premiums of one hundred fifty dollars (\$150.00) per month for family plans and seventy-five dollars (\$75.00) per month for single plans. Payments shall be made through equal monthly payroll deductions. It is understood that the district must participate in the biometric screening and health risk assessment programs through the consortium at the minimum percentages of participation to receive the premium decrements. If those minimum percentage participation rates are not achieved, it is understood that the premium costs and caps for all parties will proportionally increase as a result.
- G. The Board will offer employees a Flexible Spending Plan under Section 125 of the Internal Revenue Code with Board paid administrative costs.
- H. A member may opt out of insurance coverage by giving written notice to the Treasurer. Member(s) opting out shall receive a six hundred dollar (\$600.00) stipend the first pay in June.

ARTICLE 32. PROFESSIONAL DEVELOPMENT PROGRAM

- A. The Board of Education shall appropriate Ten Thousand Dollars (\$10,000.00) for each fiscal year (July 1 through June 30) of this Agreement, to provide supplemental pay to teachers for earned college credit subject to the following conditions:
 1. The teacher shall have taught in the Rootstown Schools for a minimum of three (3) years.
 2. The college course must be taken in or related to education. Correspondence and television courses shall be approved for purposes of reimbursement if they are from an approved list provided by the Ohio Department of Education.

3. The unused portion of the sum appropriated above shall be re-appropriated for use during the next payment period.
4. Available monies, at least Five Thousand Dollars (\$5,000.00) per payment period, shall be provided to pay supplemental pay to qualified teachers as follows:
 - a. Teachers must file transcripts and proof of payment in the Superintendent's office by March 1 for courses completed July 1 through December 31 of the previous calendar year.
 - b. Teachers must file transcripts and proof of payment in the Superintendent's office by October 31st for courses completed January 1 through June 30 of the same calendar year.
5. The teachers shall submit written proof in the form of an official transcript of completed credit, at an accredited university, with a "C" or better grade, or pass on pass/fail, to the Superintendent at the conclusion of the quarter/semester in which the previously approved course was taken.
6. The amount of payment will be determined by dividing the total of all participants' course hours into the appropriated amount. The resulting amount per course hour will be distributed to each eligible teacher according to the number of course hours completed. (Not to exceed the actual cost of courses taken.)

Payment will be a single sum, in a separate check, following receipt of transcripts in Paragraph 4.a. and b., above.
7. Each teacher receiving supplemental pay under this Section, prior to his/her receipt of such pay, shall agree that he/she will teach in this District for at least one (1) full school year following receipt of such supplemental pay. If such teacher fails to teach in the District for the required period, the amount of such supplemental pay received during the prior school year shall be deducted from said teacher's final pay.
8. See application form – Appendix G

ARTICLE 33. SEVERANCE PAY

- A. A teacher with ten (10) or more years of service in the District, who elects to retire from active teaching service, shall receive in one (1) lump sum thirty percent (30%) of the value of his/her accrued and unused Sick Leave, to a maximum of forty (40) days, multiplied times his/her per diem rate at the time of retirement.

- B. Payment shall be made upon written evidence of approval of retirement eligibility from the State Teachers Retirement System (STRS). Severance Pay shall then be paid no later than sixty (60) days after the last date of employment. Payment for Sick Leave on this basis shall be considered to eliminate all Sick Leave credit accumulated at that time. Such payment shall be made only once to any teacher.

ARTICLE 34. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "Grievance" is a claim based upon an event that alleges a violation, misapplication, or misinterpretation of:
 - a. This Master Agreement.
 - b. Existing Board policy or written administrative rules and regulations.
2. An "Aggrieved Person" is an employee or group of employees or the Association having a grievance.
3. "Days" used in reference to limitations shall refer to in-school days only, not weekends or vacations.
4. An "Employee(s)" for purposes of this Article shall be defined as those persons who are in the bargaining unit as defined herein.

B. PURPOSE

1. The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the Procedure.
2. Nothing herein shall prohibit any aggrieved person from discussing his/her grievance informally with any member of the Administration.
3. Any aggrieved person may be represented at any level by any representative of his/her own choosing. However, for all cases which reach the formal level, the REA President shall receive a copy of any grievance and/or any grievance response.

C. GENERAL PRACTICES

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums and every effort should be

made to adhere to those maximums; however, they may be extended by mutual agreement of the parties involved.

2. At any level, a grievance may be withdrawn without prejudice or record.
3. Copies of all written decisions or communications should be made in triplicate and sent to the involved parties at the respective level.
4. Reprisals shall not be taken by or against any involved parties for reason of said participation.
5. Upon resolution of the grievance, all materials in possession of the Administration regarding the nature of the grievance shall be entrusted to the Treasurer to be placed in a closed file. No grievance material shall be placed in a personnel file. Only mutual consent of the Association President and the Superintendent, or a Court order, will constitute opening of the file. All materials shall be destroyed after three (3) years.
6. All complaints, claims, or alleged grievances must go through the Informal Procedure defined herein, prior to filing a written formal grievance. Matters that concern employees' releases or changes in salary may be filed initially at Level Two.

D. INFORMAL PROCEDURE

1. The Informal Procedure shall consist of informal discussion between the grievant and that/those person(s) at the lowest possible level who has/have authority to resolve the problem.
2. Either or both party(ies) may have a representative present at this discussion.
3. It is expected that this first step will resolve most problems and other action will be unnecessary.

E. FORMAL PROCEDURE

1. LEVEL ONE
 - a. If the grievant(s) is/are not satisfied with the results of the discussion above, or if the problem is not resolved within five (5) days of the Informal Procedure, the grievant(s) may present a formal grievance on the Grievance Form (Appendix H) to the Principal or Immediate Supervisor, with a copy forwarded to the Association.
 - b. The Principal or Immediate Supervisor will conduct a conference within five (5) days at a mutually agreeable time and place.

- c. A written decision shall be rendered on the Grievance Form by the Principal, within five (5) days after the conference, to the grievant and the Association.

2. LEVEL TWO

- a. Within ten (10) days after receiving the decision of the Principal and assuming no satisfaction, or if no decision is rendered within the time limits, a written notice to continue the process must be submitted to the Superintendent.
- b. The aggrieved, his/her/their representative if requested by the aggrieved, and the Superintendent shall meet within five (5) days after the grievance has been received by the Superintendent.
- c. A written decision shall be rendered by the Superintendent within five (5) days after the conference to the aggrieved and the Association.

3. LEVEL THREE-MEDIATION

Either the Association or the Board may propose that the parties engage in mediation through FMCS for the purpose of resolving the grievance. The parties must mutually agree to mediation or the process shall continue to arbitration within the timelines addressed in this article. Any costs associated with mediation shall be shared by the parties.

4. LEVEL FOUR-ARBITRATION

- a. Within thirty (30) days after the mediation, rendering of the decision at Level Two or a default by the Employer at Level Two, the Union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately until one name remains who shall be designated the arbitrator to hear the grievance in question. A coin toss shall determine striking order.
- b. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

- c. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.
- d. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Labor Arbitration of the American Arbitration Association.
- e. The fees and expenses of the arbitrator shall be borne equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.
- f. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.
- g. Arbitrators will be selected from a list provided by The American Arbitration Association. A representative from the Rootstown Teacher's Association and the Rootstown Board of Education shall alternately strike names from the list until a final name remains. However, either party may request a second list if agreement cannot be reached on the final name of the first list. The cost of the selections and use of the arbitrators shall be shared equally between the Rootstown Teacher's Association and the Rootstown Board of Education.

ARTICLE 35. RETIREMENT INCENTIVE PLAN

- A. The summary statement of the Retirement Incentive Plan is as follows: Employees who qualify for the Retirement Incentive Plan are eligible to receive Fifteen Thousand Dollars (\$15,000) as a cash incentive. This incentive will be paid in addition to other retirement benefits such as cash payments for unused Sick Leave pay (severance pay). The Retirement Incentive will be paid in addition to other retirement benefits such as cash payments for unused Sick Leave pay (severance pay). The Retirement Incentive will be paid in two (2) installments: (1) FIRST payment to be made upon the commencement of retirement; (2) FINAL payment to be made no later than March 30 of each year.
 - 1. The employee must be eligible for full retirement (i.e. thirty (30) years of service) and retire by August 1.
 - 2. The employee must have ten (10) or more full years of continuous Rootstown District full-time service since his/her most recent date of employment or reemployment, and must be in an active state of employment at the time of retirement.

3. The employee must submit a request to be included in this Plan to the Superintendent, in writing, at least thirty (30) days prior to the date of retirement. The appropriate request forms will be located in the Superintendent's Office.
4.
 - a. The Retirement Incentive Plan will be extended to those eligible by STRS standards for full retirement with thirty (30) years of service and have on file with the Superintendent, a written request thirty (30) days before the date of retirement and retire by August 1.
 - b. An employee who elects not to retire by August 1 of the year in which the employee achieves thirty (30) years' service credit for retirement purposes shall thereafter be ineligible for the Retirement Incentive Plan bonus.
5. The provisions of this Retirement Incentive Plan do not apply to:
 - a. Disability retirement.
 - b. Termination or suspension.
 - c. Non-renewals, RIF, or layoff.
 - d. Those who fail to submit a timely application.
 - e. Persons who are currently retired and receiving retirement benefits from STRS, SERS, and PERS.
 - f. Substitute personnel.
6. The Retirement Incentive Plan is entirely voluntary on the part of the employee. Anyone may take a regular service retirement at such time as he/she is eligible. The qualifications listed above apply only to those persons who wish to couple their retirement with the cash bonus.

ARTICLE 36. CONTRACT MAINTENANCE

- A. **ENTIRE AGREEMENT CLAUSE.** This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. **WAIVER OF NEGOTIATION.** The parties acknowledge that during the negotiations which resulted in this Contract, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties, after the exercise of the right,

constitute the entire Contract between them, and settles all demands and issues on all matters within the scope of negotiations.

The Board and the Association shall voluntarily waive, during the life of this Agreement, negotiation rights; and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred to or covered in this Agreement.

- C. **CONFLICT WITH LAW CLAUSE.** If, during the term of this Contract, there is a change in any applicable State or Federal law, or rule or regulation adopted by the State Department of Education, concerning mandatory subjects of bargaining, which requires the Board of Education to develop policies that change terms or conditions of employment, then the parties will meet to negotiate the affected term(s) or conditions within thirty (30) days. All remaining provisions shall remain in full force and effect.

ARTICLE 37. RESIDENT EDUCATOR PROGRAM

- A. The Rootstown Local School District shall follow the guidelines and requirements for the Resident Educator Program as described by the Ohio Department of Education for each teacher hired under a Resident Educator License for the duration required by the program.

B. **PURPOSE**

The Resident Educator Program for beginning teachers will provide the newest educators with the coaching, mentoring, and guidance that are critical to improving their skills and knowledge and student achievement and which will be a program administered and funded by the Rootstown Local Schools. This program shall not replace the negotiated employee evaluation system.

C. **MENTORS**

1. Qualifications

- a. The Mentor Teacher must have a minimum of three (3) consecutive years of teaching experience in the district and must be a classroom teacher.
- b. The Mentor Teacher must be trained to act as a mentor through the Ohio Department of Education.
- c. The Mentor 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.

2. Selections

Mentors shall be selected by the Administration by September 15 and shall meet the necessary ODE requirements by November 15 of each year. Every attempt will be made to assign each Mentor Teacher to a Resident Educator with certification/licensure in the same grade level or subject area. Nothing in this Agreement restricts the Administration from seeking Mentors from outside of the bargaining unit if sufficient bargaining unit members who meet the qualifications do not volunteer to be Mentors.

3. Training

Mentor Teachers shall be provided with the following:

- a. An orientation in mentoring responsibilities
- b. State required mentor training

4. Responsibilities

- a. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by the Ohio Department of Education and the district.
- b. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.
- c. The mentor shall not have a formal evaluative role.

5. Release Time

- a. Each Mentor Teacher shall be granted release time for required training and observations. Release time shall be provided as mutually agreed upon with the building principal.

D. Protections and Restrictions

1. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.
2. All good faith efforts shall be made to ensure that each Mentor Teacher is assigned only one (1) Resident Educator, however, the maximum number of Resident Educators a Mentor Teacher may have is two (2) per year. This shall not prevent program-driven group mentoring situations.
3. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation or affect such evaluation in any manner.
4. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

5. Mentor Teachers shall not participate in the evaluation of any Resident Educator or be requested or directed to make any recommendation regarding the continued employment of the teacher or to divulge information from any written documentation or confidential Mentor/Mentee discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from his/her role as Mentor Teacher.
6. If efforts to resolve issues, problems, and/or concerns that may exist are not successful, either the Mentor Teacher or the Resident Educator may request the District to assign a new Mentor. In such cases, the compensation for the mentor(s) shall be pro-rated.
7. Resident Educators shall be provided all due process provisions allowed by the Master Agreement and the Ohio Revised Code.
8. The Program Coordinator shall not unreasonably interfere in the mentoring relationship or the establishment of goals for the Resident Educator, except to the extent necessary to address issues as described in Paragraph 6 above.

E. Compensation

1. In addition to the mutually agreed upon released time, each Mentor Teacher of any Year 1 or 2 Resident Educator will receive a stipend of \$750.
2. The District will pay all training fees required for mentors to receive the mandatory ODE State member training.

F. Resident Educator

Each Resident Educator shall be provided with the following:

1. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation.
2. Assistance with the management tasks identified as especially difficult for beginning teachers.
3. Assistance in the improvement of instructional skills and classroom management.
4. The opportunity to consult/observe other teachers.

ARTICLE 38. MANAGEMENT RIGHTS

A. MANAGEMENT RIGHTS PER STATUTE:

1. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the public employer; standards of services, its overall budget, utilization of technology, and organizational structure.
2. Direct, supervise, evaluate, or hire employees.
3. Maintain and improve the efficiency and effectiveness of governmental operations.
4. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the Employer as a unit of government.
8. Effectively manage the work force.
9. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 39. CONTINUOUS IMPROVEMENT PLAN

- A. Any committee formed for the purpose of Continuous Improvement Plan or any other reason shall not have any authority to alter any provisions of the parties' master agreement. The parties expressly agree that any discussion or action on the part of these committees which alters or impacts any contractual provision shall be considered null and void. The parties further agree that any participation by the Association on these committees shall not be considered in any way as a waiver of bargaining. Further, the REA and the Superintendent shall collaborate to appoint all bargaining unit members who participate on the District Leadership Team and Building Leadership Teams.

ARTICLE 40. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Section 1: Establishment of Committee

The Rootstown Local School District (RLSD) Local Professional Development Committee (LPDC) is hereby established as the name of the entity required by Senate Bill 230. This committee shall serve the licensed and certified staff, administrators, and teachers of the Rootstown Local School District and shall be the only committee of its type authorized to operate on behalf of the Rootstown Local School District.

B. Section 2: Purpose

The sole purpose of the Rootstown Local School District Local Professional Development Committee shall be to oversee, review, and act on Individual Professional Development Plans (IPDP) for course work, CEU's, and other equivalent activities for renewal of certificates and licenses.

C. Section 3: Membership and Vacancies

1. The Rootstown Local School District LPDC shall consist of seven (7) members. A majority of the members shall be non-administrative personnel. Non-administrative is defined as any certified/licensed RLSD employee who does not have administrative responsibilities for the RLSD (i.e., teachers, work-study coordinators). The remaining members shall include one elected administrator and one other employee of RLSD appointed by the superintendent. Each committee member elected must have a minimum of three (3) years experience as an educator.
2. The superintendent shall appoint a replacement to fill any administrative vacancy that occurs on the LPDC. The Rootstown Education Association president shall appoint a replacement to fill any non-administrative vacancies that occur on the LPDC. Committee members who discover they are unable to fulfill their role as an active committee member may withdraw simply by notifying the LPDC members in writing. No reasons need be given.

D. Section 4: Terms

The elected members of the committee shall serve staggered three year terms. A term shall be from August 1 to July 31 with no more than half of the members new to the committee at any one time. A member may only serve three consecutive terms, then must rotate off the committee for at least one term. Officers may be re-elected to the positions they hold an unlimited number of times.

E. Section 5: Meetings

The Rootstown Local School District LPDC members shall determine the frequency, time, and place of meetings within the following guidelines:

1. publicize a tentative calendar of meetings
2. ten (10) days notice prior to additional meetings
3. quorum required for all meetings in order to conduct business (a quorum is required in order that business can be legally transacted and is defined as four members.)

F. Section 6: Decision Making

Any decisions to approve or reject a submitted IPDP for certification/licensure renewal purpose must receive a simple majority vote of committee. Administrative professional development plans will be reviewed by a majority of administrators. This will be accomplished by reducing the number of teachers on the committee. This is in accordance with HB770.

G. Section 7: Appeals Process

If an IPDP or activity is not approved by the LPDC, the original form shall be returned to the staff member indicating reason(s) for non-approval. The staff member has the option of revision and resubmission by the next scheduled LPDC meeting or may appeal the decision as outlined below:

1. A staff member who disagrees with a decision of the LPDC may appeal by completing the appeals portion on the Review Checklist within ten (10) school days from the date of the LPDC's decision of denial.
2. The LPDC shall consider the request at its next regularly scheduled meeting.
3. If the plan or activity is still not approved, a staff member shall have one opportunity to meet with the committee to explain the rationale of the plan.
4. If the plan or activity is still not approved, the staff member may request the formation of a three-person Appeals Panel as follows:
 - 1 certified/licensed educator selected by the staff member
 - 1 certified/licensed educator selected by the LPDC

1 certified/licensed educator agreed upon by both the LPDC and the individual staff member

5. The appeals panel shall notify the LPDC and the staff member of a hearing time and place. At the meeting both the LPDC and the individual staff member shall be given an opportunity to state their positions on the proposed plan.
6. Within five (5) days of the meeting, the Appeals Panels shall issue its decision.
7. The decision of the Appeals Panel shall be final.

H. Section 8: Compensation

The LPDC committee shall be compensated as outlined in Article 28 of this agreement.

ARTICLE 41. SENIORITY

A. SENIORITY DEFINED

1. Seniority shall be determined by the length of continuous service in the Rootstown School System, of a bargaining unit member, in any area a teacher is licensed. Among those with the same length of continuous service, seniority shall be determined by:
 - a. The date of the Board meeting at which the teacher was hired, and then by,
 - b. The date on which the teacher submitted a completed job application, and then by,
 - c. Total teaching experience, and then by,
 - d. A draw of numbers with the person holding number one (1) as the most senior.
2. Length of continuous service will not be interrupted or affected by authorized leave of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.
3. For purposes of the RIF program, teachers with continuing contract status shall have greater seniority than limited contract teachers. Teachers with continuing contract status shall have their seniority determined in accordance with the procedures stated above.

B. POSTING OF SENIORITY LIST

The seniority list shall be posted annually in each building/work site. The seniority list shall indicate, by area of licensure, the seniority standing and contract status of each employee. The list shall be provided to the REA President on or before the date of posting.

C. CORRECTION OF INACCURACIES

Each employee whose name appears on the seniority list for the first time will have the right to challenge his/her seniority standing. Once the dispute has been resolved, the employee will be precluded from further challenging his/her seniority standing. At any time, teachers may challenge the areas of licensure listed on the seniority list or typographical errors. Any dispute under this paragraph will be subject to the grievance procedure.

D. LOSS OF SENIORITY

Seniority shall be lost when an employee retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board, including exhaustion of recall rights as provided in Article 17, Reduction in Force. A bargaining unit member who accepts a non-bargaining unit position shall have his/her seniority frozen until such time as the employee reenters the bargaining unit.

ARTICLE 42. DURATION AND INTENT OF AGREEMENT

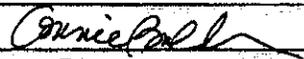
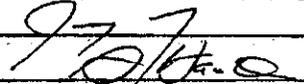
A. This Master Agreement and the Appendices hereto constitute the whole Agreement between the Rootstown Board of Education and the Rootstown Education Association; and shall become effective at 12:00 a.m. on August 1, 2015 and shall continue in full force and effect until 11:59 p.m. on July 31, 2016.

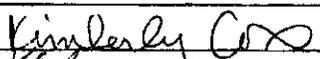
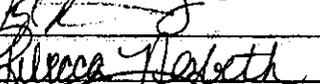
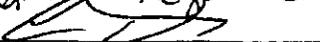
B. IN WITNESS THEREOF, the parties have caused this Master Agreement to be executed on the day and year first mentioned above.

SIGNATURES TO AGREEMENT

ROOTSTOWN BOARD
OF EDUCATION
NEGOTIATIONS TEAM

ROOTSTOWN EDUCATION
ASSOCIATION
NEGOTIATIONS TEAM

Date

APPENDIX A

TEACHER'S CONTRACT - LIMITED

ORC 3319.07-3319.08

AN AGREEMENT entered into between _____ PARTY OF THE FIRST PART, and the Board of Education of the Rootstown School District of Portage County, Ohio, PARTY OF THE SECOND PART.

PARTY OF THE FIRST PART AGREES:

- (A) To teach in the public schools of said district for a period of _____.
- (B) To abide by and maintain the written policies and rules adopted by said Board of Education, including the Master Agreement; and to carry out the educational programs of the County Superintendent and the Local School Superintendent.
- (C) To give up _____ position, only with the consent of said Board, after the tenth (10th) day of July, prior to the school year for which _____ has been employed. (See ORC 3319.15)

IN CONSIDERATION of the above service, PARTY OF THE SECOND PART AGREES to pay PARTY OF THE FIRST PART the sum of _____ dollars (\$), payable in _____ installments.

ENTERED INTO at _____ Ohio, this _____ day of _____, 20_____.

Teacher

Board President

Board Treasurer

On contracts for more than one year, the provisions of ORC 3319.12 as to Salary Notices apply.

TEACHER'S CONTRACT - CONTINUING

ORC 3319.01-.07-.08-.11 -.12

AN AGREEMENT entered into between _____, of _____, Portage County, Ohio, and the Board of Education of the Rootstown School District in Portage County, Ohio; the said _____ 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 Revised Code 3307.37, or until said contract is terminated or suspended as provided by law.

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

IN CONSIDERATION of, and for such services, the Board agrees to pay, at the office of its Treasurer, to the said _____, the sum of _____ dollars (\$ _____) annually.

Said sum to be payable in a specified number of monthly installments as shall be indicated in notices to be sent annually as provided by law.

ENTERED INTO at _____, Ohio, this _____ day of _____, 20_____.

Teacher

Board President

Board Treasurer

APPENDIX C

SUPPLEMENTAL CONTRACT

THIS LIMITED CONTRACT entered into between _____, of _____ (name) _____, Ohio, hereafter referred to as _____ (address) _____ (city)

"Teacher," and the Rootstown Board of Education of Portage County, Ohio, hereafter referred to as "Board," WITNESSETH:

IN ADDITION to Teacher's regular teaching duties, said Teacher does hereby promise and agree to perform the following duties for and in behalf of said Board _____;

and further agrees to abide by and maintain the rules and regulations, including the Master Agreement, adopted by such Board. Such additional duties shall be performed by Teacher during the _____ year period, beginning _____, 20____, and ending _____, 20____.

IN CONSIDERATION of the duties to be performed by said Teacher, the Board promises and agrees to pay Teacher the sum of _____ dollars (\$), annually, payable as follows: _____.

THIS LIMITED CONTRACT entered into at _____, Ohio, this _____ day of _____, 20____.

Teacher

Board President

Board Clerk

SALARY NOTIFICATION

OFFICE OF THE BOARD OF EDUCATION

TO: _____ ROOTSTOWN LOCAL SCHOOL DISTRICT
_____, OHIO
_____, 20__

In accordance with ORC 3329.12, you are hereby notified that your salary for the school year 20__
to 20__ will be \$ _____ dollars (\$), each pay, beginning _____,
20__, and ending _____ 20__.

BASIS OF COMPUTATION:

BOARD OF EDUCATION

DEGREE STATUS _____

President

REGULAR SERVICE CREDIT _____ YRS

Clerk

MILITARY SERVICE CREDIT _____ YRS

TOTAL: _____ YRS

EVALUATION OF TEACHING PERFORMANCE

TEACHER _____ SCHOOL _____

GRADE/SUBJECT TAUGHT _____ SCHOOL YEAR _____

RECOMMENDATIONS:

S	NI	NO	
			STUDENT-TEACHER RELATIONS: <u>COMMENTS</u>
			Rapport _____
			Discipline _____
			Others _____
			INSTRUCTIONAL METHODS:
			Knowledge of materials _____
			Effective use of various techniques _____

			Use of Educational Aides _____

			Presentation of assignment _____
			Provision for individual differences _____

			Evidence of adequate planning _____

			PERSONAL CHARACTERISTICS:
			Appearance _____
			Disposition _____
			Voice _____
			Enthusiasm _____
			Others _____
			The rating system for Evaluation of Teaching Performance is as follows: S = Satisfactory, NI = Needs Improvement, NO = Not Observed

			GENERAL ROOM MANAGEMENT: <u>COMMENTS</u>
			Established pattern for daily routine _____

			Adequate housekeeping standards _____

			PROFESSIONAL CHARACTERISTICS:
			Rapport with parents _____
			Professional attitude _____
			Participation in school affairs _____
			Desire for professional growth _____

			Staff relations _____
			PERSONAL RESPONSIBILITIES:
			Punctuality for work and meetings _____

			Meets classes on time _____
			Completes required reports correctly/on time _____

			Accepts assigned responsibility _____

			The rating system for Evaluation of Teaching Performance is as follows: S = Satisfactory, NI = Needs Improvement, NO = Not Observed.

THIS YEAR'S TARGETS (FIRST CONFERENCE):

EVALUATION OF THIS YEAR'S TARGETS:

TEACHER'S COMMENTS (OPTIONAL):

Teacher

Principal

Date

ROOTSTOWN LOCAL SCHOOLS

CLASS SUBSTITUTE PAY

Name _____ Building _____

Date you covered or split a class _____

Time of substituting: FROM _____ A.M./P.M. TO _____ A.M./P.M.

Did you split a class with another teacher? YES NO [Circle One]

If yes, with whom? _____

Teacher's Signature

Date

Principal's Signature

Date

TREASURER'S USE ONLY

_____ 1. \$30.00 for 30 to 60 minutes

_____ 2. \$15.00 for 15 to 29 minutes

_____ 3. Split

Date of Payment _____

ROOTSTOWN LOCAL SCHOOLS
TUITION REIMBURSEMENT FORM

NAME _____

BUILDING _____

APPLICATION DATE _____

YEARS IN ROOTSTOWN SCHOOLS _____

NAME OF COURSE _____

DATES OF COURSE _____

TUITION COST _____

UNIVERSITY NAME _____

Teacher's Signature

**ROOTSTOWN LOCAL SCHOOLS
GRIEVANCE FORM (LEVEL ____)**

Name _____ Building _____

Alleged violations, misinterpretations, or misapplications of Contract _____

_____ Policy _____

or Rule or Regulation _____.

STATEMENT OF GRIEVANCE [include the pertinent provisions of Contract, Policy, Rule or Regulation, and be concise]: _____

REMEDY REQUESTED: _____

Signature of Aggrieved

Date

DISPOSITION RENDERED: _____

Signature of Person Rendering Disposition

Date

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

APPENDIX I

[The REA supports the Drug-Free Workplace Policy of the BOE #3122.01.]

DRUG-FREE WORKPLACE

The Board of Education believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is not tainted by the use or evidence of use of any controlled substance.

The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol, by any member of the District's professional staff at any time while on District property or while involved in any District-related activity or event except as prescribed by a physician or pursuant to Policy 5330. Any staff member who violates this policy shall be subject to disciplinary sanctions (consistent with local, State, and Federal law) in accordance with District guidelines and the terms of collective bargaining agreements up to and including termination of employment and referral for prosecution. A disciplinary sanction may include the completion of an appropriate rehabilitation program. Expense of rehabilitation program will be the responsibility of the employee.

The Superintendent shall establish guidelines that ensure compliance with this policy. Employees will be given a copy of the standards of conduct and the statement of disciplinary sanctions. Notification will be given to employees that compliance with the standards of conduct required is mandatory. Information about any drug and alcohol counseling and rehabilitation and reentry programs will be available to all employees.

P.L 101-126

41 U.S.C. 701, et seq., Drug-Free Workplace Act of 1988

APPENDIX J

There shall be no smoking in Board buildings or vehicles. The Board shall have the authority to adopt a smoke-free policy, which provides for a smoke-free environment on all Board owned property.

STAFFING REQUEST FORM

Name (please print) Date Assignment/Classification

To prepare for staffing needs for next school year, all staff should complete this form.

PLEASE MARK THE APPROPRIATE RESPONSES:

1. _____ I plan to work in the Rootstown Local School District next year.

_____ I do not plan to work in the Rootstown Local School District next year.

Comment: _____

2. _____ If the opportunity presents itself, I could be interested in transferring to:

Please contact me if an opening occurs.

NOTE: This form does not serve as a formalized retirement, resignation, or commitment.

This form will be available in each building office on January 2 and should be returned to the Board office by January 31.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Rootstown Local School District Board of Education (the “Board”) and the Rootstown Education Association, an affiliate of the North Eastern Ohio Education Association, the Ohio Education Association, and the National Education Association (the “Union” or “REA”) on this ____ day of _____, 2015.

WHEREAS, the Board and the Union are parties to a Collective Bargaining Agreement (“CBA”) in effect from August 1, 2012 through July 31, 2015; and,

WHEREAS, pursuant to the terms of the CBA, the parties negotiated a Memorandum of Understanding which has governed the procedures of teacher evaluation for the last two (2) years of the CBA;

WHEREAS, the parties are in negotiations for a successor agreement; and,

WHEREAS, as a result of the terms of the initial teacher evaluation MOU, changes in state laws and regulations governing OTES evaluation, and the experience of the parties, the Board and the Union desire, as a part of the negotiations for a successor agreement to renegotiate the contractual language regarding teacher evaluation; and,

NOW, THEREFORE, it is the agreement of the parties as follows:

1. The following “Teacher” evaluation forms will be utilized with the understanding that these forms have been approved by the Ohio Department of Education. Additional forms, that do not correlate or replace those contained herein, will not be used.

• “TEACHER EVALUATION FORMS” include:

- PROFESSIONAL GROWTH PLAN
- IMPROVEMENT PLAN
- TEACHER PERFORMANCE EVALUATION RUBRIC
- CLASSROOM WALKTHROUGHS*
- TEACHER OBSERVATION FORM*
- PRE-OBSERVATION CONFERENCE FORM*
- POST-OBSERVATION CONFERENCE FORM*
- FINAL SUMMATIVE RATING

* (LEA created form—see attached)

2. The parties recognize that the Board is responsible for a standards-based teacher evaluation policy which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the “Standards for the Teaching Profession” as set forth in State law.

3. The parties adopt the Ohio Teacher Evaluation System (“OTES”) model as approved by the State Board of Education.

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

Each teacher evaluation will result in an effectiveness rating of:

- i. Accomplished;
- ii. Skilled;
- iii. Developing; or
- iv. Ineffective

4. The parties believe in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

5. This evaluation system shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Rootstown Education Association, and in all extensions and renewals thereof, except to the extent otherwise permitted by changes in state law. The parties agree that, any modifications to the evaluation process deemed necessary shall be negotiated.

6. This evaluation system has been negotiated with teachers employed by the Board.

7. The parties shall establish and maintain an ongoing Evaluation System Consultation committee, with continuing participation by District teachers represented by the Union, and who are chosen by the Union, for the express purpose of recommending necessary changes to the Board for the appropriate revision of this system.

8. The parties agree on the following Definitions:

a. "OTES" - stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

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

- i. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or
- ii. A permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or
- iii. A permanent certificate issued under R.C. 3319.222 as it existed

prior to September, 2006; or

- iv. A permit issued under R.C. 3319.301.
- c. “Credentialed Evaluator—for purposes of this evaluation system, each teacher subject to evaluation will be evaluated by a District Employee who:
 - i. Meets the eligibility requirements under 3319.111(D); and,
 - ii. Holds a credential established by the Ohio Department of Education for teacher evaluation; and,
 - iii. Has completed State-sponsored evaluation training and has passed an online credentialing assessment.

Generally, the building administrator will conduct teacher evaluations. However, for teachers whose contracts are up for renewal/nonrenewal or continuing contract status, their evaluations shall be conducted by the building administrator. In the case of exigent circumstances, the Superintendent and the Union will reconvene to discuss how to complete the affected evaluations.

- d. “Observation Cycle” – includes walkthroughs, pre-conference, observation, and post-conference.
- e. “Final Summative Conference” – meeting to share the final summative rating of teacher effectiveness.
- f. “Teacher Observation Form” – a report of the teacher’s performance in the classroom. This report is based upon the Teacher Performance Evaluation Rubric (Appendix L-3). This Teacher Observation Form shall be located in Appendix L-3.
- g. “Walkthrough” - A formative assessment tool designed to inform evaluation, gather evidence of instruction, provide teachers with the opportunity to showcase their skill and expertise, and to provide targeted evidence-based feedback to teachers. It is generally made up of the walk through itself and a means of providing feedback to the teacher. A walkthrough is less than twenty (20) minutes, but at least five (5) minutes in duration.
- h. “Student Growth” – for the purpose of the District’s evaluation system, student growth is defined as the change in student achievement for an individual student between two (2) or more points in time.
- i. “Student Learning Objectives” (“SLOs”) - include goals identified by a teacher or group of teachers that identify expected learning outcomes or growth targets for a group of students over a period of time.
- j. “Shared Attribution Measures” – student growth measures that can be attributed to a group.

k. “Value-Added” – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the District and school level based on each student’s scores on State issued standardized assessments.

l. “Vendor Assessment” – student assessments approved by the Ohio Department of Education that measure mastery of the course content for the appropriate grade level, which may include nationally normed standardized assessments, industry certification exams, or end-of-course examinations for grade level and subjects for which the Value-Added measure does not apply.

m. “Electronic Teacher and Principal Evaluation System (eTPES)” - The electronic system used by the district to report to ODE aggregate final summative teacher evaluation ratings. The Rootstown Local Schools and its agents shall only report to ODE the minimum information required by Ohio law or ODE Regulations, which at the time of this Memorandum of Understanding, is eTPES “Option 3”. All other material related to the evaluation of teachers shall be stored locally.

9. Assessment of Teacher Performance - Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty-percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators. Each employee shall be notified of the name and position of the evaluator and any new employee shall be notified of the evaluation procedures in effect within two weeks of their first contractual day. The evaluation will be based upon the following Ohio Standards for the Teaching Profession as specified in the Rubric found in Appendix L-3.

10. Formal Observation Sequence

- a. All instructors who meet the definition of “teacher” under R.C. 3319.111 and this system shall be evaluated based on at least two (2) formal observations and periodic classroom walkthroughs each school year. There shall be at least three (3) weeks between formal observations.
- b. Teachers on a limited contract who are under consideration for nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.
- c. In contract expiration years, a teacher may be observed three (3) times, regardless of rating from the previous year. A teacher who has been granted a continuing contract by the board and who receives a rating of “Accomplished” on his/her most recent evaluation shall be evaluated every three school years, as long as the teacher’s student academic growth measure, for the most recent school year for which data is available is average or higher.

A teacher who received a rating of “Skilled” on the teacher’s most recent evaluation, may be evaluated once every two years, so long as the teacher’s student academic growth measure, for the most recent school year for which data is available, is average or higher. In any year that a teacher is not formally evaluated, as a result of receiving a rating of “Accomplished” or “Skilled” on the teacher’s most recent evaluation, an individual qualified to evaluate a teacher shall conduct at least one (1) observation of the teacher and hold at least one (1) conference with the teacher. Such observation may be a walk-through. However, if a teacher’s student growth measure for the most recent school year, for which information is available, is below average, then the teacher will be evaluated in the subsequent school year.

- d. The first observation cycle will be completed by the last school day prior to the winter holiday break, and the second observation cycle will be completed by May 1st. The final summative conference will be completed by May 10th. Teachers will be advised of any intent to recommend nonrenewal at the summative conference. Written notice of nonrenewal will be provided by June 1st.
- e. The teacher shall have the right to make a written response to the evaluation and have it attached to the evaluation report to be placed in the employee’s personnel file, and shall become a part of the evaluation record. A copy, signed by both parties, shall be retained by the employee.
- f. In evaluating teacher performance in these areas, the measures set forth by the Ohio Department of Education’s OTES “Teacher Performance Evaluation Rubric” for instructional planning, instruction and assessment, and professionalism, set forth herein in Appendix L-3 shall be utilized.
- g. Each teacher evaluated under this system shall annually have the option to complete a “Self-Assessment,” utilizing the Self-Assessment Summary Tool set forth herein as “Teacher Evaluation Forms” and found in Appendix L-1. Such forms shall not be included in the teacher’s personnel file or in any other file, nor reported to ODE in any fashion, nor used in any decision-making capacity.
- h. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the teacher.
- i. Observations of teachers shall not be recorded electronically through video or audio equipment.

11. Formal Observation Procedure

- a. A minimum of two (2) formal observations shall be conducted to support the performance evaluation. A formal observation shall last a minimum of thirty (30) minutes, and shall be documented on the Teacher Observation Form found in Appendix L-3. Such observations shall be scheduled in a collaborative fashion between the teacher and the evaluator.
- b. All formal observations shall be preceded by a conference between the evaluator and the employee at least two (2) days prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed. The employee shall come to the conference with the "teacher" portion of the pre-conference form already completed. At the conference, the teacher and the evaluator shall collaborate to complete the Pre-Observation Conference Form. The teacher must submit his/her lesson plan at least one (1) day prior to the pre-conference. It is understood by the parties that the instructional needs of the classroom may require adjustments to the plan submitted. Such adjustments shall be discussed with the evaluator at the post-conference. If the scheduled observation is cancelled, the parties will collaborate to reschedule the observation.
- c. A post-observation conference shall be held after each formal observation not later than five (5) workdays after the observation barring any unforeseen circumstances such as teacher or administrator absences. At this conference, the evaluator and the teacher shall collaboratively complete any remaining portions of the post-conference form. At this conference, the teacher shall have the right to present evidence of standards met which may not have been observed by the evaluator. Such evidence shall be noted and documented on the teacher's post conference form, and included in the teacher's final evaluation. However, if the evaluator does not concur, the evidence shall be attached to the final evaluation as part of the rebuttal.
- d. Prior to March 1st, an employee may request an additional formal observation to those required by this procedure. Should any teacher request a formal observation, the Superintendent shall make reasonable efforts to provide for such observation. If conducting the additional formal observation is reasonable, reasonable efforts will be made to provide for such additional formal observation within twenty-five (25) working days of the written request. Reasonable efforts will be made to have a different evaluator conduct the additional requested formal observation.

12. Informal Observation/Classroom Walkthrough Procedure

- a. Classroom walkthroughs shall not unnecessarily disrupt and/or interrupts the learning environment.

- b. Data gathered from the walkthrough must be placed on the designated form, found in Appendix L-4.
- c. The walkthrough form must be shared with the employee within three (3) school days. The teachers' response(s) to the feedback, if any, must be submitted in return to the observing administrator with three (3) school days, and shall be included as a part of the form.
- d. There shall be at least two (2) walkthroughs per school year for each teacher, but not more than six (6), unless so requested or invited by the individual teacher. Such request or invitation shall be in writing.
- e. Walkthroughs shall not be conducted for the purpose of informing a teacher's evaluation on the day preceding or following any multiple day holiday or recess recognized on the district calendar.

13. SGM Training

- a. Teachers for whom SGMs are applicable shall receive written materials and training on the development and utilization of SGMs.
- b. Said teachers shall receive ongoing support to ensure they are capable in development, utilization, and scoring of SGMs.

14. Schedule for SGMs

- a. When utilizing a new vendor assessment as one of the SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 15.
- b. When utilizing SLOs as one of the SGMs, each grade level and/or department team or individuals (e.g. specialists, intervention specialists, and others as appropriate) shall submit their SLO template for approval of the SLO(s) to the building administrator no later than the last school day in September for full-year courses, the third Wednesday of September for first semester courses, and fifteen (15) school days after the start of the second semester for second semester courses.
- c. The building administrator shall review and approve all submitted SLOs by October 1 for first semester courses, October 15 for full-year courses, and February 19 for second semester courses.
- d. Any SLO that is rejected by the building administrator must be returned to the respective team/teacher by the dates specified in paragraph iii above and must be resubmitted 10 work days following the return of the SLO. If there is disagreement over the approval of the SLO(s), the affected grade level/department team shall meet with the building administrator to discuss it. If a consensus still cannot be reached, the following formula

will be utilized to determine the SLO, where “X” equals an individual student’s pre-assessment score:

$$[(100-X)/2] + X$$

- e. Teachers must submit all SGM results to his/her evaluator by the last day of April.
- f. Evaluators will discuss SGM scores during the final post conference.
- g. Teachers must administer the final assessment to determine student growth as defined in the approved SGMs of SLO’s and vendor assessments.
- h. For teachers being evaluated the following school year, by May 1, each grade level, department, or individual shall submit pre-assessments to be used in the SLO process the following year.

15. **Criteria for SGM**

- a. The SGM portion of the evaluation shall be from the following as defined herein:
 - i. Value-added data
 - ii. ODE-approved vendor assessments
 - iii. Locally-determined measures such as SLO’s and/or shared attribution as defined herein
- b. The parties agree to use the Ohio Department of Education’s Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two (2) points in time. It is important to note that a student who has excused or unexcused absences of 25% or more of the length of the course will not be included in the determination of student academic growth.

The following categories to determine this aspect of a teacher’s evaluation, depending upon the instructor involved:

A1—Teachers instructing in value-added subjects exclusively;

A2—Teachers instructing in value-added courses, but not exclusively

B—Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available; or,

C—Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the ODE/OTES guidance and converted to a score in one (1) of three (3) levels of student growth:

- a. Above;
- b. Expected;
- c. Below.

c. Student Growth Proportions Matrix

- i. The following matrix shall govern the sources of student growth measures in the Rootstown School District:

Teacher Category	Value-Added %	Vendor Assessment %	SLO %
A1	50	0	0
A2	Proportional to Schedule	10, if applicable to remainder of schedule	Balance (1 SLO)
B	0	30	20 (1 SLO)
C	0	0	50 (2 SLO's)

- d. Intervals for determining student growth shall be one (1) school year for full-year courses and one (1) semester for semester-length courses.
- e. For all SLO and vendor assessment SGM's, teachers must administer the pre- and post-assessment to determine growth.
- f. For a teacher on approved leave for 6 consecutive weeks or more, the Superintendent, the REA President, and the teacher shall discuss and come to agreement over how to address the SGM portion for that school year used in final summative rating of teacher effectiveness.
- g. The SGM component of the Summative Rating shall only be considered for high stakes employment decisions after three (3) consecutive years of data have been collected. The annual Final Summative Rating of Educator Effectiveness will utilize a rolling three (3) year average of the SGM data combined with the educator performance rating from the current year.
- h. For the purposes of this article, the first year for which data shall be considered shall be the 2013-2014 school year.
- i. Further, if any parent/guardian elects to opt their child out of any assessment(s) used to determine SGMs, the student's nonparticipation shall not be counted against the teacher's SGM.

- j. To promote equity among teachers, reasonable attempts to rotate clusters of students receiving special education services, and non-IEP low-performing students among the classrooms in a grade level/department.
- k. To determine Student Growth Measure ratings, the following chart shall be used:

Scale for Determining Student Growth Measure Ratings - Original Framework

	250-300
• Above Average (4)	175-249
• Average (3)	125-174
• Approaching Average (2)	50-124
	0-49

16. Final Evaluation Procedures

Each teacher’s performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, utilizing the following chart:

Student Growth		Performance		Final Summative Rating	
	600		600		500-600
• Above Average (4)	400	• Skilled (3)	400	• Skilled	300-499
• Average (3)	300				
• Approaching Average (2)	200	• Developing (2)	200	• Developing	100-299
	0		0		0-99

The evaluator shall provide that each evaluation is submitted to the teacher for his/her acknowledgement by written receipt. The teacher’s signature simply acknowledges receipt. Following this process, the evaluation will be sent to the Superintendent.

17. Professional Growth Plans and Professional Improvement Plans

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

- 1. Teachers whose performance rating indicates above expected levels of

student growth will develop a professional growth plan. Teachers whose performance rating indicates expected levels of student growth will develop a professional growth plan collaboratively with his/her credentialed evaluator.

2. Teachers whose performance rating indicates below expected levels of student growth or who have a Summative Evaluation Rating of “Ineffective” will develop a professional improvement plan with their credentialed evaluator.

B. Improvement Plan

1. The evaluator and the teacher will collaboratively formulate the Improvement Plan using the form located in Appendix L-2.
 - a. The Improvement Plan, as outlined in this document, details:
 - i. specific performance expectations, resources and administrative assistance to be provided,
 - ii. the district will provide the resources necessary to implement the plan
 - iii. timelines for its completion, which shall not be less than nine (9) weeks; for plans implemented due to ‘below expected levels of student growth,’ the plan must last one (1) year
 - iv. professional indicators documented as unsatisfactory through the formal evaluation process,
3. At the end of the time specified in the plan, the evaluator and the teacher shall meet to evaluate the outcomes of the improvement plan, and shall document such on the Improvement Plan Evaluation Form found in Appendix L-2.

19. Core Subject Teachers - Testing for Content Knowledge

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

Any teacher passing the examination set forth above will not be required to take the examination again for three (3) years, regardless of the teacher's evaluation ratings or the performance index score ranking of the building in which the teacher teaches.

No teacher shall be responsible for the cost of taking an examination set forth above.

20. Retention and Promotion Decisions

It is the purpose of this Standards-Based Teacher Evaluation System to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions. The evaluation system and procedures set forth in this system shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this system.

“Comparable Evaluations”- Since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, the parties agree to define “comparable evaluations” as follows:

- i. Teachers who have a combined Summative Evaluation Rating of “Developing” and “Skilled” shall be deemed comparable. Teachers with a combined rating of “Accomplished” or “Ineffective” shall be in separate categories.
- ii. The combined Summative Evaluation Rating shall be based on a rolling 3-year average of each teacher’s annual Summative Evaluation Rating.

20. General Provisions

- A. The parties agree that the provisions of Article 16 (D)(1)(o) shall remain in full force and effect along with all other terms of the existing collective bargaining agreement.
- B. For those bargaining unit members for whom the OTES system is inapplicable, all the provisions of Article 16 shall govern the evaluation of such individuals.

21. This Memorandum of Understanding shall become effective upon ratification by the full membership of both parties and shall be enforceable through the grievance procedure contained in Article 34 of the Agreement.

IN WITNESS WHEREOF, the parties hereby signify their agreement by affixing the signatures of their respective representatives below:

FOR THE BOARD:

FOR THE ASSOCIATION:

Superintendent

Association Co-President

Board President/Designee

Association Co-President

Appendices—*All OTES forms agreed to in the Memorandum will be incorporated into Appendix L (as Appendix L-1, L-2, etc.) in the order listed above. Additional forms referenced herein will be added subsequent to the OTES forms, but continuing the numbering sequence. (See below for the Informal Walkthrough Form as an example.)*

Professional Growth Plan

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

Self-Directed

Collaborative

Teacher

Evaluator

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

Evaluator Signature

Date

Teacher Signature

Date

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

Improvement Plan

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

School year: _____ Building: _____ Date of Improvement Plan Conference: _____

Written improvement plans are to be developed in the circumstances when an educator makes less than average growth with his/ her students. In addition, it is recommended that teachers who have ineffective ratings in any area of performance or who have an overall ineffective performance rating have an Improvement Plan. The purpose of the improvement plan is to identify specific deficiencies in performance and foster growth through professional development and targeted support. If corrective actions are not made within the time as specified in the improvement plan, a recommendation may be made for dismissal or to continue on the plan.

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

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

Improvement Plan

Section 3: Specific Plan of Action

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

Actions to be taken	Sources of Evidence and Dates

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Teacher Performance Evaluation Rubric

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

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

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

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

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

INSTRUCTION AND ASSESSMENT

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

Instruction and Assessment		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	<p>CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 3: Learning Environment; Standard 6: Collaboration and Communication)</p> <p><i>Sources of Evidence:</i> Pre-Conference Formal Observations Classroom Walkthroughs/ Informal Observations</p>	<p>There is little or no evidence of a positive rapport between the teacher and students. For example, the teacher may respond disrespectfully to students or ignore their questions or comments.</p> <p>There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.</p> <p>Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.</p> <p>The teacher creates a learning environment that allows for little or no communication or engagement with families.</p> <p>Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.</p>	<p>The teacher is fair in the treatment of students and establishes a basic rapport with them. For example, the teacher addresses students questions or comments but does not inquire about their overall well-being.</p> <p>Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.</p> <p>The teacher transitions between learning activities, but occasionally loses some instructional time in the process.</p> <p>The teacher welcomes communication from families and replies in a timely manner.</p> <p>Appropriate expectations for behavior are established, but some expectations are unclear or do not address the needs of individual students. The teacher inconsistently monitors behavior.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in all students. For example, the teacher makes eye contact and connects with individual students.</p> <p>Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.</p> <p>Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).</p> <p>The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.</p> <p>A classroom management system has been implemented that is appropriate and responsive to classroom and individual needs of students. Clear expectations for student behavior are evident. Monitoring of student behavior is consistent, appropriate, and effective.</p>	<p>The teacher has positive rapport with students and demonstrates respect for and interest in individual students' experiences, thoughts and opinions. For example, the teacher responds quietly, individually, and sensitively to student confusion or distress.</p> <p>Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.</p> <p>Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.</p> <p>The teacher engages in two-way, ongoing communication with families that results in active volunteer, community, and family partnerships which contribute to student learning and development.</p> <p>A classroom management system has been designed, implemented, and adjusted with student input and is appropriate for the classroom and individual student needs. Students are actively encouraged to take responsibility for their behavior. The teacher uses research-based strategies to lessen disruptive behaviors and reinforce positive behaviors.</p>
	Evidence				

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

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

INFORMAL OBSERVATION FORM

Teacher Name: _____ Grade(s)/Subject Area(s): _____
 Evaluator Name: _____ Date: ____/____/____
 Time Walkthrough Begins: _____ Time Walkthrough Ends: _____

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

EVALUATOR OBSERVATIONS	
<input type="checkbox"/> Instruction is developmentally appropriate	<input type="checkbox"/> Classroom learning environment is safe and conducive to learning
<input type="checkbox"/> Learning outcomes and goals are clearly communicated to students	<input type="checkbox"/> Teacher provides students with timely and responsive feedback
<input type="checkbox"/> Varied instructional tools and strategies reflect student needs and learning objectives	<input type="checkbox"/> Instructional time is used effectively
<input type="checkbox"/> Content presented is accurate and grade appropriate	<input type="checkbox"/> Routines support learning goals and activities
<input type="checkbox"/> Teacher connects lesson to real-life applications	<input type="checkbox"/> Lesson content is linked to previous and future learning
<input type="checkbox"/> Rapport with students is evident	<input type="checkbox"/> Other Focus: _____

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____
 Copy to Teacher

Pre-Conference Form

Rootstown LSD

Name: _____ Date: _____

Evaluator Comments

Teacher Comments

Focus for Learning	Focus for Learning
Assessment Data	Assessment Data
Prior Content Knowledge/Sequence/Connections	Prior Content Knowledge/Sequence/Connections
Knowledge of Students	Knowledge of Students
Lesson Delivery	Lesson Delivery

Differentiation	Differentiation
Resources	Resources
Classroom Environment	Classroom Environment
Assessment of Student Learning	Assessment of Student Learning
Professional Responsibilities: Collaboration and Communication	Professional Responsibilities: Collaboration and Communication
Professional Responsibilities: Professional Responsibility and Growth	Professional Responsibilities: Professional Responsibility and Growth

Comments:

Evidence Submitted at Pre-Conference:

Item Submitted	Standard Alignment	Evaluator Initials (when received)

Teacher's Signature/Date

Evaluator's Signature/Date

Post-Conference Form

Rootstown LSD

Name: _____ Date: _____

Evaluator Comments

Teacher Comments

Focus for Learning	Focus for Learning
Assessment Data	Assessment Data
Prior Content Knowledge/Sequence/Connections	Prior Content Knowledge/Sequence/Connections
Knowledge of Students	Knowledge of Students
Lesson Delivery	Lesson Delivery

Differentiation	Differentiation
Resources	Resources
Classroom Environment	Classroom Environment
Assessment of Student Learning	Assessment of Student Learning
Professional Responsibilities: Collaboration and Communication	Professional Responsibilities: Collaboration and Communication
Professional Responsibilities: Professional Responsibility and Growth	Professional Responsibilities: Professional Responsibility and Growth

Comments:

Evidence Submitted at Post-Conference:

Item Submitted	Standard Alignment	Evaluator Initials (when received)

Teacher's Signature/Date

Evaluator's Signature/Date

Final Summative Rating of Teacher Effectiveness

Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/refinement:</i>				
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/refinement:</i>				
	NEFFECTIVE	DEVELOPING	EFFECTIVE	COMPLISHED

Check here if Improvement Plan has been recommended.

Teacher Signature ___ Date ___

Evaluator Signature ___ Date ___

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.

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

Self-Assessment Summary Tool

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify two priorities for the upcoming year. Note these two priorities with check marks in the far right column.

Name _____

Date _____

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	<ul style="list-style-type: none"> • Knowledge of how students learn and of student development • Understanding of what students know and are able to do • High expectations for all students • Respect for all students • Identification, instruction and intervention for special populations 			
Standard 2: Content	<ul style="list-style-type: none"> • Knowledge of content • Use of content-specific instructional strategies to teach concepts and skills • Knowledge of school and district curriculum priorities and Ohio academic content standards • Relationship of knowledge within the discipline to other content areas • Connection of content to life experiences and career opportunities 			
Standard 3: Assessment	<ul style="list-style-type: none"> • Knowledge of assessment types • Use of varied diagnostic, formative and summative assessments • Analysis of data to monitor student progress and to plan, differentiate and modify instruction • Communication of results • Inclusion of student self-assessment and goal-setting 			
Standard 4: Instruction	<ul style="list-style-type: none"> • Alignment to school and district priorities and Ohio academic content standards • Use of student information to plan and deliver instruction • Communication of clear learning goals • Application of knowledge of how students learn to instructional design and delivery • Differentiation of instruction to support learning needs of all students • Use of activities to promote independence and problem-solving • Use of varied resources to support learner needs 			

Self-Assessment Summary Tool - *continued*

	Standard	Strengths	Areas for Growth	Priorities (Check 2)
Standard 5: Learning Environment	<ul style="list-style-type: none"> • Fair and equitable treatment of all students • Creation of a safe learning environment • Use of strategies to motivate students to work productively and assume responsibility for learning • Creation of learning situations for independent and collaborative work • Maintenance an environment that is conducive to learning for all students 			
Standard 6: Collaboration and Communication	<ul style="list-style-type: none"> • Clear and effective communication • Shared responsibility with parents/caregivers to support student learning • Collaboration with other teachers, administrators, school and district staff • Collaboration with local community agencies 			
Standard 7: Professional Responsibility and Growth	<ul style="list-style-type: none"> • Understanding of and adherence to professional ethics, policies and legal codes • Engagement in continuous, purposeful professional development • Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement 			