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MASTER CONTRACT

between the

**NORWAYNE
EDUCATION ASSOCIATION**

and the

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

**Effective
July 1, 2015 –
June 30, 2018**

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ARTICLE 1. RECOGNITION

101 RECOGNITION OF ASSOCIATION (P.N. 2015)

The Norwayne Local Board of Education (Wayne County, Ohio), hereinafter "Board," does hereby recognize the Norwayne Education Association/ OEA/NEA, hereinafter "Association," as the exclusive representative for all certificated/licensed personnel, and Dean of Students, excepting those persons who, by the nature of assignment, require a certificate/license and administrative contract as defined by Ohio Revised Code (ORC) 3319.01 and 3319.02 Athletic Director and substitutes (except as provided in Section 102, below), except as otherwise certified by SERB (State Employment Relations Board). In the event an administrator is not hired to fulfill the role of Athletic Director, a supplemental contract will be issued per Section 8.02 (A).

102 DEFINITION OF MEMBER OF BARGAINING UNIT (P.N. 2015)

A. Teacher

The term "teacher," as used in this Agreement, shall refer to those persons included in the bargaining unit.

B. Individual/Small Group Instructor (I/SGI)

Individual Small Group Instructor (I/SGI) benefits and rights under this Contract are limited. Thus, Individual/Small Group Instructors shall be excluded from the rights provided by Sections 402, 405, 701 B, 703, and 801 herein.

C. Substitute

1. The term "substitute" means a properly certified/licensed and qualified person who is a casual or temporary employee.
2. If a substitute teacher works in one (1) position for more than sixty (60) workdays, he/she shall be given a regular limited teaching contract and become a part of the bargaining unit with all rights of the Master Contract, except:
 - a. The Board shall not be required to evaluate the teacher unless the teacher works one hundred twenty (120) days or more in that contract year. (Note: Any evaluation timelines pursuant to by Section 401, herein, shall only be mandatory if they occur one (1) calendar month or more after the date of hire);
 - b. The Board shall not be required to non-renew any regular contract granted under this Section or follow the requirements of Section 402, herein, unless the teacher will be employed one hundred twenty (120) days or more in that contract year; and
 - c. Personal Leave will be prorated on the basis of one (1) day for each sixty-one (61) days employed for persons employed under this Section.

ARTICLE 2. NEGOTIATIONS PROCEDURE

201 MEETINGS (P.N. 2015)

- A. A written request for meetings will be submitted by the Association to the Superintendent or by the Superintendent to the President of the Association. This request shall be submitted on or before the 120th calendar day prior to the expiration of this Contract, and negotiations shall start on or before the 90th calendar day prior to the expiration of this Contract. Notwithstanding any other provision in this Article, the parties may modify the Negotiations Procedure for the purpose of beginning negotiations earlier by mutual agreement prior to the commencement of any negotiations provided for in this Agreement.
- B. Any subject matter to be considered during negotiations will be specified in writing.
- C. A Notice to Negotiate will be filed with SERB.
- D. At the first negotiations session, both parties shall mutually exchange their fully written proposals in such language as would be suitable for a final contract. Topical listings by either party of items proposed for negotiations, i.e. "agenda lists," shall constitute a clear failure of compliance and may be disregarded. After the first negotiations session, no new proposals may be introduced during the course of negotiations without the mutual consent of the parties.
- E. Representation shall be up to five (5) representatives for the Board plus the Board Attorney and up to five (5) representatives for the Association plus the OEA Labor Consultant. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party.
- F. The parties may call upon additional professional and lay representatives to consider matters under discussion and to make suggestions necessary. Clerical assistance may be provided at the cost agreeable to both parties. The cost of such consultants shall be borne by the party requesting their services.
- G. Relevant data and supporting information, proposals and counterproposals will be presented.
- H. All negotiations shall be conducted in closed session.
- I. During the period of negotiations, interim reports of progress may be made to the Association by its Negotiations Committee and to the Board by the Superintendent and/or the representative Board member. However, while negotiations are in process, both negotiation teams shall approve any release to news media.
- J. Prior to the end of any negotiations meeting, there shall be agreement to the time, place, and date of the subsequent meeting until negotiations are completed.
- K. Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable time to caucus. Caucuses shall not exceed thirty (30) minutes, unless extended by mutual agreement. Separate caucus rooms and copy equipment will be provided.
- L. Any time limits established under this Article may be modified by mutual agreement of the parties.

202 AGREEMENT (P.N. 2003)

- A. As tentative agreement is reached on each proposal it shall be initialed by the Chief Spokesperson of each team, dated and removed from further bargaining, including mediation or fact-finding or both. Any item not proposed with definite written changes in the initial proposal of either party shall be initialed at the first negotiations session as tentatively agreed and is subject to the proviso above.
- B. When total tentative agreement is reached through negotiations, the total outcome shall within seven (7) calendar days be submitted to the Association for formal approval. Following ratification by the Association, the Board shall act within seven (7) calendar days upon the total outcome. Any resulting agreement shall be binding on the parties. The Agreement will prevail over any conflicting Board policy.
- C. The Master Agreement will be printed. The cost of the printing will be approved, in advance, and equally split between the Board and the Association. Additional copies will be at the expense of the ordering party. The Master Agreement will be electronically available.

203 DISAGREEMENT (P.N. 2006)

A. Responsibilities

- 1. The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize such facilities as are provided by this document and ORC 4117.
- 2. Good faith involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons or to offer counter proposals. However, neither party is compelled to agree to a proposal or make a concession. Good faith requires both parties to recognize negotiations as a shared process.
- 3. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

B. Impasse Procedures

- 1. If the parties are unable to reach an agreement, either party may declare that an impasse exists. The parties shall then request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) to assist the parties in resolving the remaining issues.
- 2. Mediation, as set forth above, constitutes the parties' mutually agreed upon final and exclusive dispute settlement procedure, and shall operate in lieu of the settlement procedures set forth in ORC 4117.14.
- 3. If the parties have complied with the dispute settlement procedures outlined above and there has been no settlement by the expiration date of the Collective Bargaining Agreement, the Association retains the right to strike as outlined in ORC 4117.14(D)(2).

ARTICLE 3. GRIEVANCE PROCEDURE

301 DEFINITION OF A GRIEVANCE (P.N. 1988)

A "grievance" is a claim of a teacher, a group of teachers, or the Association that this Contract has been misinterpreted, violated, or misapplied.

302 DEFINITION OF TERMS (P.N. 2015)

- A. The term "grievant" or "aggrieved" shall include all teachers, any group of teachers acting as a class, or the Association acting on behalf of itself or for any teacher or group of teachers.
- B. "Representation" or "Representatives," as provided for in this Section, shall be any member of the Association chosen by the aggrieved, legal counsel of the aggrieved, or any other person of the aggrieved's choosing.
- C. For purposes of this article "days" shall be defined as actual working school days during the school year. During summer vacation, "days," shall be defined as weekdays, Monday through Friday, excluding legal holidays.

303 RIGHTS OF THE GRIEVANT AND THE ASSOCIATION (P.N. 2006)

- A. A grievant may appeal on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association, or by counsel, or by any other person of the aggrieved's choice, except that the aggrieved may not be represented by an officer or employee of any teachers' organization other than the Association.
- B. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal. The Association shall have the right to be present at the settlement and offer testimony to insure that the settlement is not inconsistent with the terms of this Negotiated Agreement.
- C. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction to this School District; however, if the grievant elects to utilize the grievance procedure, the grievant may not pursue redress in any other forum.
- D. No member of the Association may submit a grievance to arbitration without the consent of the Association.
- E. If a grievance appears to arise from the action of an authority higher than the Immediate Supervisor and/or affects a group of members or the Association, it may be submitted at Step Two, below.
- F. Any grievance not settled at an informal level shall be reduced to writing and state such relief sought.
- G. Any grievance may be dealt with by the grievant seeking redress with the Immediate Supervisor; however, this informal procedure does not preclude the filing of any grievance at any appropriate formal level.

- H. The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file or any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment; nor shall the grievant be placed in jeopardy or be the subject for reprisal or discrimination for having followed or utilized this grievance procedure.
- I. Time limits specified herein are considered maximum; however, they may be extended by written agreement by the parties. Failure to timely respond to a grievance allows the grievance to advance to the next step. Failure to timely advance a grievance to the next step serves to further bar the grievance.
- J. Every certificated/licensed staff member who wishes to file a grievance must file a copy with the Association on or before said grievance is presented to the Administration and/or Board.

304 **PROCEDURE (P.N. 2006)**

A. Informal Step

If a grievant believes that there is basis for a grievance, the grievant may first discuss the matter with an Immediate Supervisor in an effort to resolve the problem informally.

B. Step One

If the grievance is not resolved within five (5) days of such informal meeting, or if the aggrieved has elected not to use the informal procedure, the aggrieved may present a formal claim to his/her Immediate Supervisor by submitting a completed Grievance Report Form (Appendix A) within thirty (30) days of the latest, most current, event giving rise to the alleged grievance. Within five (5) days of receipt of the grievance, the Immediate Supervisor shall meet with the aggrieved and/or the aggrieved's representative(s), if elected by the aggrieved, in an effort to resolve the matter. The Immediate Supervisor shall indicate his/her disposition of the grievance within five (5) days after such meeting by completing the report form and returning it to the aggrieved and the Association. If such disposition is not timely filed, the grievance shall be sustained.

C. Step Two

If the aggrieved is not satisfied with the disposition of the grievance in Step One, the grievant and/or the Association shall complete the Grievance Report Form, Step Two, and submit the grievance to the Superintendent within five (5) days of the disposition at Step One. Within five (5) days of receipt, the Superintendent and/or designated representative shall meet with the grievant and/or his/her representative to resolve the matter. Within five (5) days of this meeting, the Superintendent shall indicate in writing his/her disposition of the grievance by completing his/her portion of Step Two and forwarding it to the aggrieved. The Association shall be notified in writing of said disposition. If such disposition is not timely filed, the grievance shall be sustained.

D. Step Three

If the grievant is not satisfied with the disposition made by the Superintendent or if no disposition has been made within the above stated time limits, the grievance may be submitted to arbitration before an impartial arbitrator by the grievant and/or his/her representative by completing the Grievance Report Form, Step Three, within ten (10) days and filing same with the Board. If the Board and the Association cannot agree as to the arbitrator, then he/she shall be selected from a list or lists as provided by the American Arbitration Association according to its Voluntary Rules and Regulations. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties

agree that the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be borne by the party determined to be at fault.

ARTICLE 4. TEACHER RIGHTS

401 FORMAL EVALUATION PROCESS (P.N. 2015)

A. Purposes

1. At the beginning of each school year, each teacher will be provided with comprehensive information regarding the philosophy and purpose of the evaluation process.
2. Teacher evaluation will take place only when normal instruction (other than Section 401 A3a through A3e, below) is expected to take place.
3. Formal teacher observation will not take place on the following days. (However, these exclusions shall not be interpreted as allowing for less than normal instruction on these days.)
 - a. The next workday following Winter, Thanksgiving, or the Spring break.
 - b. The next workday following an evening parent/teacher conference.
 - c. The next workday following a teacher's absence from work due to illness unless timelines for evaluation cannot be met.
 - d. Days in which the observation time is interrupted to the extent that class attendance is administratively reduced by fifty percent (50%) or more.
4. The primary purpose of the evaluation procedure is to be used as a means for improving instruction.

B. Evaluators

Evaluators will include the Superintendent, Assistant Superintendent, Building Principals, and Assistant Principals who have completed state-sponsored evaluation training and have passed the online credentialing assessment. Each circuit teacher shall be assigned to only one evaluator for the purpose of this evaluation procedure. This evaluator may seek input from other evaluator(s) in whose buildings said circuit teacher is assigned during the school year in making the evaluation. Any said input shall be provided to the teacher as part of the evaluation process.

C. Formal Evaluation

All Teachers shall be formally evaluated in accordance with the following provisions:

Observations

- a. For classroom teachers each formal classroom observation is to be an in-depth observation, which means at least thirty (30) minutes in length. The first observation cycle will include one (1) formal classroom observation and must be completed on or before the last day of the first semester. The

second observation cycle will include one (1) formal classroom observation and must be completed on or before May 1. Both observations will be announced. A teacher who is being considered for nonrenewal will have a third formal observation by May 1 which will be announced. The post-observation conference for the third formal observation, if needed, must be completed by May 10. If a remediation plan of improvement is issued to the teacher it will commence in the subsequent school year.

Prior to the two (2) announced formal classroom observations, the evaluator and teacher will meet to discuss what the evaluator will observe during the classroom visitation, including:

1. Lesson or unit objectives;
2. Prior learning experiences of the students;
3. Characteristics of learners/learning environment;
4. Instructional strategies to meet lesson objectives;
5. Student activities/materials;
6. Differentiation based on needs of student; and
7. Assessment/data collected to demonstrate student learning

Prior to the formal observation of non-classroom teachers, the evaluator and non-classroom teacher will meet to discuss what the evaluator will observe.

- b. For non-classroom teachers (defined as bargaining unit members who do not teach students at least 50% of their work day and guidance counselors), the evaluation shall be based upon two (2) observations, and may include walk-throughs and other performance indicators. The first observation cycle will include one (1) formal observation and must be completed on or before the last day of the first semester. The second observation cycle will include one (1) formal observation and must be completed on or before May 1. Both formal observations will be announced.
- c. A continuing contract teacher who receives an effectiveness rating of “Accomplished” on the teacher’s most recent evaluation will be evaluated every three years, if student growth measures are ratings of average or above. During the off years, the teacher will receive one formal observation and post-conference.
- d. A continuing contract teacher who receives an effectiveness rating of “Skilled” on the teacher’s most recent observation will be evaluated every two years if student growth measures are at ratings of average or above. During the off years, the teacher will receive one formal observation and post-conference.
- e. A walkthrough is a formative assessment process that focuses on any of the following components and results in a brief written notes or summary:
 1. evidence of planning;
 2. lesson delivery;
 3. differentiation;
 4. resources;
 5. classroom environment;
 6. student engagement;

7. assessment; or
8. any other component of the standards and rubrics approved for teacher evaluation.

Walkthroughs will be less than 15 minutes, will be unannounced, and may be conducted at the discretion of the evaluator. Any evidence deemed by the evaluator to be pertinent to the evaluation process will be documented and shared with the teacher within ten (10) workdays of the walk-through.

- f. No more than two teacher observations will be scheduled on any given day without the evaluator's consent.
2. There will be a follow-up conference within ten (10) school days after each observation. The post observation conference is intended to provide reflection and feedback on the observed lesson and to identify strategies and resources for the teacher to incorporate into lessons to increase effectiveness.
3. An evaluation summary will be completed on or before May 10. The teacher and the evaluator will sign the observation and evaluation summary forms. A teacher's signature on the observation and evaluation summary forms will not be interpreted to mean that the teacher agrees with the observation or evaluation summary only that he/she has read and discussed it.
4. The teacher shall have the unfettered right to attach any comments regarding the observation or evaluation summary to the written forms. Such comments shall become a part of the written observation or evaluation summary form and shall be placed in the teacher's personnel file. Such observation or evaluation summary form shall also be submitted to the Superintendent to be placed in the personnel file of the teacher.
5. In the event a teacher's absences interfere with the evaluation timelines (e.g. the teacher is on an approved leave and unavailable for purposes of evaluation), the evaluation timelines will be extended for a corresponding period. Upon the teacher's return to work, the teacher will assume the same contract status held at the time the leave began. This Section expressly supersedes any conflicting provisions set forth in ORC 3319.11 and 3319.111.

D. Waiver of Evaluation

The Board may elect not to conduct an evaluation of a teacher who:

1. Was on leave from the school district for at least 50% of the school year, as calculated by the Board;
2. Has submitted a notice of retirement, with the notice being accepted by the Board not later than December 1 of the school year in which the evaluation would otherwise be conducted; or
3. Is participating in the teacher residency program for the year during which the teacher takes, for the first time, the majority of the performance-based assessments prescribed by the state board of education for Resident Educators. (This exemption will only apply if permitted by state law).

E. Effectiveness Ratings

1. Classroom teachers will be assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. This rating will be determined based on 50% teacher performance and 50% student growth measures. Student growth measures will be determined through measures required by the Ohio Department of Education based on the teacher's instructional assignment.

Non-classroom teachers will receive an effectiveness rating of Accomplished, Skilled, Developing or Ineffective based solely on their overall performance rating.

2. For purposes of retention, promotion, layoff and/or recall, a teacher's effectiveness rating will be considered. Seniority shall not be the basis for making such decisions, except when choosing between teachers who have comparable evaluations as defined in Section 405.

For purposes of local retention, promotion, layoff and recall decisions, the Board will also take into consideration the impact of student attendance (absences from a class in excess of 10% of scheduled classes), any extended leaves of absence of the teacher, whether the teacher was recently transferred to a different position (subject, grade, etc.), student teacher assignments, job sharing arrangements, co-teaching arrangements (i.e. inclusion classrooms), and changes in State mandates on a classroom teacher's evaluation results related to student growth measures.

F. Professional Growth Plans

1. Classroom teachers meeting above-expected levels of student growth must develop professional growth plans and choose their credentialed evaluators. The choice of evaluators will be any of the evaluators assigned to the teacher's building.
2. Classroom teachers meeting expected levels of student growth must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list. The teachers will have input into the selection of the credentialed evaluator for the evaluation cycle.
3. The professional growth plan shall be developed within two (2) weeks of the teacher's summative evaluation conference and will include the following components:
 - Annual Focus;
 - At least one student achievement goal including evidence; and
 - At least one teacher performance goal on the Ohio Standards for the Teaching Professional including evidence.

G. Professional Improvement Plan

1. Classroom teachers meeting below-expected levels of student growth and/or receiving an Ineffective performance rating in any standard, must develop an improvement plan with their credentialed evaluators. The Superintendent/designee will assign the credentialed evaluators to teachers meeting below-expected levels of student growth.
2. The improvement plan shall be developed within two (2) weeks of the teacher's first post-observation conference (where applicable) or within two (2) weeks of the

summative evaluation conference summative evaluation conference and will include the following components using OTES form:

- Improvement Statement section;
- Desired Level of Performance section;
- Specific Plan of Action section; and
- Assistance and Professional Development section.

3. The teacher will be given at least six (6) weeks to implement a performance improvement plan. During the six (6) week period, the evaluator will meet with the teacher at least once to review progress under the plan.

H. Remediation Plans for Non-classroom Teachers

Any non-classroom teacher with deficiencies noted or any ineffective rating will be provided reasonable and specific goals for improvement and reasonable district resources to assist the teacher. The teacher will be given at least six (6) weeks to implement a remediation action plan.

I. Testing for Ineffective Teachers in Core Subjects

Beginning with the 2015-2016 school year, teachers of core subject areas as defined by State law who have received a rating of Ineffective for two of the three most recent school years must register for and take all written examinations of content knowledge selected by the Ohio Department of Education. Teachers will not be responsible for paying the cost associated with such written examinations.

- J. The instruments used to evaluate District teachers, Individual/Small Group Instructors, and guidance counselors are attached as Appendix B.

- K. The parties reserve the right to mutually adapt the implementation of the evaluation procedures to comply with changes in Ohio law or ODE requirements without the need to reopen negotiations or the need to enter into an MOU.

L. District Student Learning Objectives Committee (SLOC)

1. Committee Composition and Selection

There shall be a Student Learning Objectives Committee (SLOC) consisting of up to five (5) members appointed by the President of the Association in addition to the Curriculum Coordinator who will serve as the chair of the SLOC.

2. Release Time:

Release time will be granted for committee work for up to two (2) days per year. Additional days may be granted at the discretion of the Superintendent.

3. The SLOC shall

- i. review all submitted SLOs and notify each teacher whether the submitted SLO was approved or rejected.
- ii. work with any teacher whose SLO has been rejected to finalize the SLO

- iii. review and approve the SLO scoring template numerical ratings and forward them to the Superintendent by May 1 unless another date is denoted by the Superintendent
 - iv. review and/or make a recommendation(s) on the calendar for testing deadlines, frequency of testing and number of SLOs.
4. No recommendations will be considered by the Superintendent that are inconsistent with this contract or inconsistent with state law or ODE guidance.

M. District Evaluation Committee (DEC)

- 1. There shall be a District Evaluation Committee (“DEC”), which shall be comprised of up to four (4) teachers assigned by the Association President and up to three (3) administrators assigned by the Superintendent. The DEC shall establish and annually review its ground rules. The DEC shall reach decision through consensus, shall receive training on the state-adopted evaluation framework, including student growth measure training, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The DEC shall keep minutes summarizing its meetings.
- 2. The DEC is responsible for:
 - a. Reviewing the OTES and non-OTES evaluation procedures and instruments; and
 - b. Making recommendations set forth throughout Article 401 Formal Evaluation Process.
- 3. Release time will be granted for committee work for up to two (2) days per year. Additional days may be granted at the discretion of the Superintendent.
- 4. The parties reserve the right to mutually adapt the implementation of the evaluation procedures to comply with changes in Ohio law or ODE requirements without the need to reopen negotiations or the need to enter in an MOU.
- 5. Any recommendations made by the DEC shall be sent to the NEA Executive Committee and the Superintendent. Any DEC recommendations, or mutually agreed upon modifications thereto, that would modify any provision of Article 401 may be implemented provided the NEA Executive Committee and Superintendent agree. Changes agreed upon by the parties must be shared timely with the staff.

402 FAIR DISMISSAL (P.N. 2015)

A. Definition of Terms

- 1. Termination of a contract shall be defined as the ending by Board action of a continuing contract or a limited contract before the expiration time period specified in such contract and in accordance with Section 402/B, below.
- 2. Non-renewal of contract shall be defined as an affirmative vote by the Board to sever the employment relationship of a teacher on a limited contract in keeping with ORC 3319.11 and Section 402/C, below.

B. Termination of a Contract

Basis for Termination

The contract of a teacher may be terminated by the Board for good and just cause consistent with ORC 3319.16. Good and just cause for termination for classroom teachers includes receiving two (2) consecutive years of an Ineffective performance evaluation rating (within the same standard) in any of the seven (7) standards. The teacher has the right to union representation at any evaluation meeting or post-observation meeting. For non-classroom teachers, good and just cause for termination for classroom teachers, includes receiving two (2) consecutive years of an Ineffective performance evaluation rating.

At such time that the Ohio Department of Education approves standardized assessments for all subject areas, good and just cause for termination for classroom teachers includes receiving two (2) consecutive years of an Ineffective composite ratings (inclusive of both performance and student growth measures).

C. Non-renewal of a Limited Teaching Contract

1. When it is the intention of the Superintendent to recommend non-renewal of a teacher, such teacher shall be notified in writing prior to June 1 of each school year. The written notice will include the reasons for non-renewal.
2. Within ten (10) calendar days after receipt by the teacher of the Board's action non-renewing the teacher's contract, the teacher may file with the Treasurer a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.
3. The Treasurer, on behalf of the Board, shall provide the teacher with a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher. That response will be provided within ten (10) calendar days of the date of receipt of the teacher's written request.
4. Within five (5) days after the teacher's receipt of the Treasurer's response, the teacher may file with the Treasurer, a written demand for a hearing before the Board. Written notice setting forth the time, date and a place for the hearing will be provided to the teacher within ten (10) days of receipt of the request. The actual hearing will be scheduled at a mutually agreeable time for the Board, the Association, and the teachers.
5. Any hearing conducted under this Section will be conducted by a majority of members of the Board. The hearing will be held in executive session unless the Board, the teacher, and the Association agree to hold the hearing in public. The Board's decision will be reduced to writing and issued within ten (10) calendar days of the date of the hearing.
6. This Section expressly supersedes Ohio Revised Code 3319.11(G).
7. The Court of Appeals hearing portion of Ohio Revised Code 3319.11 for non-renewal will be the final recourse for bargaining unit members.

403 **PERSONNEL FILES (P.N. 2006)**

A. Location and Maintenance

The official personnel file for all teachers shall be kept and administered by the Superintendent. Information contained in any other file may not be used.

B. Content of Personnel Files

The official personnel file of all teachers of the District shall contain the following:

1. Application for employment;
2. Transcripts of training and education records;
3. Copies of certificates and/or licenses;
4. Copies of evaluations of the teacher performance as made by the supervisory personnel;
5. Teacher response to the evaluation;
6. Any correspondence relating to the teacher; and/or
7. Teacher response to any correspondence as stated in Section 403/B6, above.

Note: Confidential pre-employment references shall be kept in a separate file not accessible to anyone.

C. Each teacher shall be given a copy of any information that is to be placed in his/her personnel file, with the exception of the confidential pre-employment references. The teacher shall have the right to respond to such material, in writing, and have the response attached to the specific material that is placed in the file.

D. Access to the official personnel file shall be available to the teacher and/or his/ her representative upon written request to the Superintendent. Access shall be provided no later than one (1) day after the submission of the request.

E. No one other than administrative personnel and Board members shall have access to an individual teacher's file. Any information that is requested by a party that, under the law, has the right to do so shall not be forwarded without the knowledge of the teacher. However, the individual teacher shall have the right to have any material contained in his/her file forwarded to any agency or individual that he/she requests.

F. There will be no charge for one (1) copy of each material placed in or requested from a teacher's personnel file. All additional copies will be provided at an added expense to the teacher.

G. There shall not be any material in the file that is obsolete, inaccurate, irrelevant, incomplete, untimely or inappropriate for retention. If a teacher believes that this Section is applicable, the matter must be brought to the attention of the Superintendent for an investigation pursuant to ORC 1347 prior to filing a grievance.

404 PROFESSIONAL AND ACADEMIC FREEDOM (P.N. 1984)

- A. A teacher seeks to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.
- B. Academic freedom will be guaranteed to teachers in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. The teacher is responsible for exercising his/her judgment, common sense, and community awareness in selecting for discussion those relevant issues which he/she may deem to be of value to the maturity and understanding of the students involved.
- C. Teachers are entitled to full rights of citizenship, and no religious or political beliefs of any teacher or the lack thereof in the teacher's private life will be grounds for any discipline, providing the law has been respected and obeyed.
- D. Therefore, free and open exchange of views and ideas between teachers and students is desirable and necessary.

405 STAFF REDUCTION PROCEDURE (P.N. 2015)

A. Causes

When by reason of decreased enrollment of pupils, 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, or loss of a federally-funded position due to loss of Federal funds, or for financial reasons, the Board decides that it is necessary to reduce the number of teachers, it may make a reasonably based reduction.

B. Attrition

Transfers due to attrition will have priority over implementing this procedure.

C. Suspension of Contracts

Reductions under this procedure will be effectuated at the beginning of the following school year, except in the case of a return from a leave of absence, and shall be accomplished through the suspension of a teacher's contract. Notice will be given on or before April 30. If a decline in enrollment, as determined by 405A, above, is solely due to the impact of open enrollment, post-secondary options, or private school enrollment, the deadline for notification shall be no later than July 15. The deadline for resignation of a teacher affected by this exception shall be extended to July 31.

On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would receive under the contract.

D. Notification

Prior to a reduction in staff, the Board shall give written notice to the Association, through its President, of its intent to effect a reduction in staff. Such notice shall contain the reason for the reduction in staff and the positions affected in the District.

E. Order of Reduction

1. For the purposes of this section, teachers with “comparable” evaluations are those teachers whose overall performance rating is at the same level.

A non-classroom teacher’s summative rating is based solely on their overall performance rating.

At such time that the Ohio Department of Education approves standardized assessments for all subject areas, “comparable” for classroom teachers will reflect the overall composite rating.

2. In making reductions, the Board will proceed to suspend contracts in accordance with the recommendation of the Superintendent who, within each teaching field affected, will give preference to teachers on continuing contract. The Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations as defined in E.1 above.

F. Procedure

1. On or before November 1 of each school year, the Association President and the Superintendent will cooperatively develop a seniority list. Teachers shall be placed on all lists for which they are certified/licensed. Any Bargaining Unit Member who wishes to challenge the accuracy of the seniority list must submit the basis for the challenge in writing on or before December 1 with a copy to the Association President and the Superintendent. A final seniority list reflecting any corrections will be published on or before December 31.
2. Exceptions to preferences for retention based on seniority where teachers otherwise have comparable evaluations may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment.
3. “Seniority” will be defined as the length of continuous service as a certificated/licensed employee under regular full-time contract in this District.
 - a. Board approved unpaid leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.
 - b. Teachers who work at least 120 days in the school year and are regularly scheduled to work more than half-time (51% or more of a regular work day) will be credited with a full year of service for that school year. Teachers who work at least 120 days in the school year and are regularly scheduled to work less than half-time (50% or less of a regular work day) will be credited with a half year of service for that school year. Teachers who do not work at least 120 days in the school year will receive no seniority credit for that school year.
 - c. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:

- 1) the date of the Board meeting at which the teacher was hired; and then
 - 2) any remaining ties will be broken based on the order in which the teacher was hired at the board meeting.
4. Teachers selected for reduction in staff shall immediately be placed on a reduction in staff list compiled from the seniority lists. The Association President will receive a copy of the reduction in staff list.
 5. The Board shall notify every affected teacher. As each person is reinstated, the Board shall notify the Association President.

G. Recall

1. Any teacher unemployed as a result of staff reduction shall be recalled based on certification/licensure, with preference given to teachers with continuing contracts. In recalling teachers, the Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations as defined in E. 1 above.
2. While there are previous teachers of the District who are unemployed as a result of reduction in staff and who possess proper certification/ licensure to fill any vacancy which may arise, no new teacher(s) shall be hired.
3. The Board shall give written notice of recall by a certified letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Treasurer of the Board of any change of address.
4. Within ten (10) working days of the returned receipt of a certified delivery of offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. No teacher shall lose his/her place on the recall list by declining a position with a lesser percentage of full-time employment than the position the teacher last held while employed in the District.
5. Teachers returning to employment after a reduction in staff shall resume their previous contract status, seniority, salary and existing fringe benefits. A teacher recalled to a position with fewer hours than previously occupied will receive prorated salary and benefits
6. If a teacher declines an offer to return, or does not answer a request to return, or does not keep his/her address current with the Treasurer's Office, or was on a limited contract and has been on the recall list for twenty-four (24) months, said person shall be removed from the recall list and the Board shall have no further obligation to the person. If a teacher on a continuing contract declines an offer to return or does not answer a request to return, he/she shall waive his/her right to further employment with the Board. Otherwise, a teacher whose continuing contract has been suspended by the Board will have an ongoing right of restoration to continuing service status by the Board if and when teaching positions become vacant or created for which the teacher is qualified.
7. It shall be the responsibility of all certified/licensed staff to have on file in the Local and County Superintendents' Offices all valid Ohio Teaching Certificates/Licenses.

8. A teacher, when on the recall list, who becomes certified/licensed in additional areas shall not replace a teacher currently employed. However, said teacher will be added to the appropriate Reduction in Staff List in additional certified/licensed area(s).

406 TRANSFER, VACANCY, AND PROMOTIONS (P.N. 2009)

A. Vacancy

Vacancies in positions covered in this Contract shall be posted on faculty bulletin boards in each building within five (5) days after each regular or special Board meeting during the regular school year. During the summer months, said notice shall be mailed to the Association President and to the teachers who have given previous written notice of interest to available positions.

B. Voluntary Transfer or Promotion

1. This Section is primarily to set forth procedures whereby teachers can make known their desire and be considered for a new assignment. Employed teachers properly certificated/licensed can make known their interest in changing positions opened through vacancy or creation by the Board as made known to teachers in 406/A, above. Teachers may also request a change in position annually, by completing the letter of intent distributed by the Superintendent to all teachers by April 1. If said vacancy occurs, requesting teachers shall receive written notification of the disposition of said opening. Teachers must be or will be properly certificated/licensed by the effective date of the position considered.
2. No position shall be filled until five (5) days after posting on bulletin boards or in summer months (except August) seven (7) days after the date of postmark to the Association President.

C. Involuntary Transfer

1. Teacher placement is recognized as a responsibility of the Superintendent. In order to meet educational needs of the District, it may be necessary to involuntarily transfer a teacher. An involuntary transfer shall mean a change in the teacher's assignment without the teacher's consent. Involuntary transfer shall be limited to once per school year, except for transfers due to the fact that the teacher being transferred again is the only teacher certified/licensed for the position. An involuntary transfer shall be effected only after the teacher involved is given a two (2) week written notice as to the reasons for said transfer. The teacher may request in writing a meeting with the Superintendent to discuss the merits of the transfer. The teacher may at his/her option have a representative of his/her choice at this meeting. Such a transfer shall be made only when the Superintendent determines it is the best interest of the educational program. No teacher shall be transferred to a position for which he/she does not hold standard certification/licensure.
2. A teacher who is involuntarily transferred to a different grade level or to a subject matter in which the teacher has not taught for the past three (3) years, upon request will receive support from a Mentor Teacher and/or the Curriculum Coordinator.
3. A teacher (excluding a special area teacher) who is involuntarily transferred out of his/her content area/and or grade level and other than for a RIF shall be provided a stipend of Two Hundred Fifty Dollars (\$250.00) for the time necessary to prepare for the new assignment.

4. If no equitable solution can be reached, the transferred teacher shall have the option to request release from his/her contract and said request will be granted. The teacher also has the option to transfer out of the position to any future vacancies for which he/she is certified/licensed and has expressed a written interest. Such transfer will only be granted at the start of the following school year.

407 TEACHING DUTIES (P.N. 1991)

A. Responsibility

Teachers are responsible to the Principal or Teaching Principal of the respective building.

B. General Duties

1. The primary duty is to educate the students.
2. It is the teacher's duty to abide by the rules, regulations, and policies adopted by the Board and Administration.

C. Specific Duties

Teachers shall:

- a. Keep informed of new developments in their field(s) of instruction and use the methods and techniques that best meet the needs of the students within the limits of authority, facilities, and materials available;
- b. Supervise students in the classroom and/or learning centers during instructional time. Assignment to supervision of students, during non-instructional time, shall be made in an equitable manner for all teachers;
- c. Conduct classes of instruction according to the assigned time schedule and be responsible, within reasonable limits, for students dismissed from an assigned class or activity;
- d. Assist in supervision of students in the halls and classroom during arrival, dismissal, and change of classes;
- e. Maintain good discipline and control. Student discipline by the teacher shall relate to the situation and individual student. Questions related to proper or degree of discipline shall be answered by the Principal;
- f. Remain with students during class or other supervisory duty, except in an emergency situation;
- g. Maintain appropriate records of student progress;
- h. Complete and forward related reports in keeping with administrative procedures and directives;
- i. Provide notice to the Building Principal or his/her designated representative as a courtesy when leaving the building during the regular school day;
- j. Keep lesson plans, seating charts, and related materials available and updated;
- k. Attend all faculty meetings and District in-service programs called by the Principal or the Superintendent during the workday, unless excused by the Immediate Administrative Supervisor;

- l. Report any accident or illness of students to the Principal;
 - m. Report any hazardous, unsafe or unhealthy condition observed in or around the school to the Principal;
 - n. Have students move immediately away from any unsafe, unhealthy, or immediate danger and notify the Principal's Office of the condition;
 - o. Not provide or administer internal medicines of any kind;
 - p. Give full attention to contract responsibilities; and
 - q. Not be required but may handle students' medical and related problems to the extent that said teacher feels competent to handle these problems.
- D. Daily attendance registers shall be kept by the office for all students in Grades 7 through 12.
- E. Nonteaching duties, only if necessary, and homeroom duties shall be assigned uniformly and equally over the length of the school year.

408 PARENTAL COMPLAINT PROCEDURE (P.N. 2006)

- A. When a complaint is made to the Board or any of its members or administrators by student's parents or any other member of the public concerning a teacher's conduct or other activities that relate to the teacher's employment duties, the teacher shall be informed by the appropriate administrator of the stated concern. If after administrative investigation, the concern is to be used as a negative in evaluation or as a basis for disciplinary action, the complainant's identity shall be made known to the teacher. The appropriate Administrator and the teacher shall attempt to resolve the party's complaint with the parent prior to action being taken by the Superintendent and/or the Board.
- B. Should the complaining party still not be satisfied and bring the concern to the Board, the teacher shall be so informed and have the right to provide the Board information concerning the issue. In no case shall such a complaint be grounds for action or reprimand or discipline against a teacher without the teacher's having prior notice that would allow a reasonable period of time [no fewer than five (5) school days] for the teacher to attempt to resolve the concern or provide information on the issue to the Administration.
- C. Any administrative written communication with parents concerning a particular teacher shall be preceded by a copy being sent to the teacher. Any teacher-written communication to (a) parent(s) concerning the Board or the Administration of the District/school shall be preceded by a copy of the communication being sent to the appropriate Administrator or Board Treasurer.

ARTICLE 5. LEAVE PROVISIONS

501 SICK LEAVE (P.N. 2015)

- A. The total number of days' accumulation for the use of Sick Leave for all teachers shall be two hundred sixty (260) days.
- B. Teachers shall earn Sick Leave credit at a rate of one and one-fourth (1-1/4) days per month while under contract with the Board. Annual accumulation is fifteen (15) days.

- C. A teacher newly employed by the District will be credited for unused Sick Leave accumulated in other public school employment. This shall be in keeping with Ohio Revised Code 143.29 and necessary verification by the proper public agency.
- D. Each newly hired teacher and any teacher who has exhausted his/her Sick Leave shall be credited with five (5) days of Sick Leave per year. If any of these five (5) days of Sick Leave are used, they shall be deducted from the Sick Leave accumulated during that contractual year, or if necessary, the following contractual year. If the teacher ends employment using the advance leave and not earning the same, he/she shall have the per diem amount deducted for said unearned Sick Leave from the last paycheck issued by the Board.
- E. Teachers employed by the Board, upon approval of the Superintendent, may use Sick Leave for the following reasons limited to the total accumulation of unused Sick Leave:
 - 1. Personal illness or injury;
 - 2. Pregnancy;
 - 3. Exposure to contagious disease; and/or
 - 4. Illness, injury or death in the immediate family.
- F. "Immediate family" means spouse, children, father or mother. It also includes brother, sister, grandparents, grandchildren, and mother-/father-in-law, or persons who have assumed a similar legal relationship to the teacher. In addition to those otherwise provided above, the death of aunts, uncles, and sisters-/brothers-in-law will also be included.
- G. Upon request each teacher shall receive a statement from the Board Treasurer on the first pay of September each year showing the dates during the previous school year Sick Leave was charged against said teacher, the total number of Sick Leave days used during the school year and the total number of accumulated and unused Sick Leave days to the credit of said teacher. The information required hereby shall be current to the first day of May immediately preceding the last day of the school year.
- H. Upon return from Sick Leave, teachers will complete the leave form (Appendix D) to verify the use of Sick Leave. When the teacher has been absent in excess of five (5) consecutive days, the teacher will be required to provide a physician's statement releasing him/her to return to work or provide proof of medical care.
- I. Use of accrued days will continue to be allowed in one-quarter (1/4) day increments.
- J. A teacher who gives birth to a child need not provide proof of medical care for the six (6) calendar weeks following the birth. Any sick leave used beyond those six (6) weeks will require a physician's statement specifically describing the medical reasons for the need for further paid sick leave.
- K. Any sick leave request shall be submitted to the Administrator on the Board approved leave form. When the District has an electronic system available, the requests will be submitted electronically.

502 SICK LEAVE BANK (P.N. 2015)

- A. The purpose of the Sick Leave Bank shall be to extend additional Sick Leave days to bargaining unit members should an illness or injury as described in 502/C, below, exhaust the employee's accumulated Sick Leave.

- B. Each employee may contribute one (1) day of his/her accumulated Sick Leave to a common Sick Leave Bank prior to September 30 of each year. Such contributions are irrevocable. Employees who have contributed days to the Sick Leave Bank from previous years are not required to contribute an additional day unless the Sick Leave Bank falls below 40 days. Only employees who have contributed to the Sick Leave Bank may apply for days. Participation in the Sick Leave Bank shall be voluntary.
- C. Upon depleting accumulated Sick Leave and Personal Leave and after obtaining a doctor's statement certifying a life threatening or debilitating physical illness or injury preventing the member from performing the duties of his/her job, a member may request days from the Sick Leave Bank. The request shall be granted if the member meets the following conditions: (1) District records show that the member has exhausted his/her accumulated Sick Leave and Personal Leave; 2) the member is not eligible for lost time compensation under Workers' Compensation or under STRS disability; 3) the member is a contributing member to the Sick Leave Bank; and 4) there are sufficient days in the Sick Leave Bank to cover the request. Sick Leave Bank days may not be used to care for another member of the employee's family.
- D. Members may not use days from the Sick Leave Bank for routine pregnancy related leave.
- E. Members may not use more than forty (40) days at any one time from the Sick Leave Bank.
- F. The District shall keep accurate records of days accumulated by the Sick Leave Bank and of Sick Leave used by the Sick Leave Bank. Annually, the District shall notify the Association in writing of the accumulated days and days charged to the Sick Leave Bank that year.

503 PERSONAL LEAVE (P.N. 2015)

- A. Each employee shall be granted up to three (3) days of Personal Leave per school year. Such leave shall not be cumulative.
- B. Personal Leave shall be granted for the following reasons:
 - 1. Personal business;
 - 2. Emergencies of any immediate nature;
 - 3. Religious holiday;
 - 4. Compulsory court attendance (See Section 508, below);
 - 5. Marriage in immediate family;
 - 6. Death of close friend or relative not covered under present Sick Leave;
 - 7. College graduation; and
 - 8. Professional improvement
- C. The teacher shall notify the building principal of his/her intent to request Personal Leave on the leave form (Appendix D). When the District has an electronic system available, the requests will be submitted electronically.
- D. Except for emergencies, notification should be at least three (3) working days in advance. In emergency situations, the form shall be completed by the teacher upon return to work. However, the teacher is obliged to notify the Principal of the emergency and the need to be off from his/her teaching assignment, so as to provide the Principal with the opportunity to arrange for a substitute for the teacher. The Superintendent shall notify the teacher requesting Personal Leave at least twenty-four (24) hours prior to the requested date as to the status of the leave.

- E. Personal leave shall not be used for shopping trips, secondary employment, seeking other employment, for taking or extending a vacation or holiday, or for any recreational activities, without the express written approval of the Superintendent. The Superintendent may also approve personal leave for “once in a lifetime” events.
- F. If Personal Leave is requested for reason B1 or B8, above, prior to September 30 or after April 30, the express written approval of the Superintendent, regardless of reason, must be obtained.
- G. Except for emergencies under B2, there shall be no more than six (6) bargaining unit members in the District and no more than two (2) teachers per building using Personal Leave on any day for reason B1 or B8, above.
- H. Unused Personal Leave days shall be transferred to the teacher’s accumulated Sick Leave days at the end of each school year at the rate of one (1) Sick Leave day for each one (1) unused Personal Leave day.

504 PROFESSIONAL LEAVE (P.N. 2015)

- A. The Board or an authorized representative shall, within five (5) working days of the request, approve attendance at professional meetings if the professional meeting is designed for improvement of classroom teaching, techniques, and strategies that support the teacher’s instructional program, upon completion of the leave form (Appendix C). All requests for Professional Leave should be submitted at least fourteen (14) calendar days in advance of the Board meeting that is scheduled prior to the date of the requested leave. The Board shall pay registration fees and up to One Hundred (\$100.00) for hotel and meals costs for each required overnight stay [e.g. a conference requiring two overnight stays will be a maximum of Two Hundred (\$200.00) plus registration]. Expenses for hotel and meals must be itemized, with receipts submitted to the Board Treasurer within five (5) days of his/her return from leave. The Board will not pay for meals for a one day event that does not require an overnight stay. In addition, mileage will be paid per the Board’s policy. Teachers shall receive full pay without deduction for the Professional Leave days.
- B. In order to improve teaching techniques and teaching strategies, each teacher shall have the opportunity to use one (1) regular instructional day in any school year for visitation in another school in or outside the District. Any teacher desiring to make such a visitation shall submit a written request to his/her Building Principal stating the specific purpose of the visitation. Approval by the Superintendent or his/her designee and the school to be visited must be received prior to the visitation.
- C. No more than two (2) teachers at the Middle School, two (2) teachers at the High school and three (3) at the Elementary School shall use a Professional Leave day on one (1) particular day, and no teacher shall be granted more than three (3) teacher requested days per year out-of-District without the express approval of the Superintendent.
- D. Professional Leave may be granted to those coaches approved by the Superintendent to go to OHSAA sponsored clinics pertaining to those coaches' specific sports. Head coaches may be granted Professional Leave to attend the OHSAA state finals pertaining to a head coach's specific sport.

505 EMERGENCY AND HAZARDOUS LEAVE (P.N. 1986)

If by act of God, any teacher is prevented from reaching school on a regularly scheduled school day, such teacher will be granted emergency and Hazardous Leave with pay if Personal Leave is exhausted. (See Appendix D)

506 EXTENDED LEAVE OF ABSENCE (P.N. 1984)

In accordance with Ohio Revised Code 3319.13 and 3319.131, the following provisions shall apply:

A. Leave of Absence Request

1. Upon written request (Appendix D) of a teacher, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive school years for educational, professional or other purposes.
2. Upon written request (Appendix D) of a teacher, the Board shall grant such leave of not more than two (2) consecutive school years where illness or other disability is the reason for the request.
3. Upon subsequent request, such leave may be renewed by the Board.
4. Upon return to service of a teacher at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave.

B. Leave of Absence for Professional Improvement

A teacher who has completed five (5) years of service in the District may, with the permission of the Board and the Superintendent, be entitled to take a leave of absence with part pay, for one (1) or two (2) semesters subject to the following restrictions:

1. The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission attached to the leave form (Appendix D), and at the conclusion of the leave provide evidence that the plan was followed;
2. The Board may not grant such leave unless there is available a satisfactory substitute;
3. The Board may not grant such leave to more than five percent (5%) of the teachers at any one time;
4. The Board shall not allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary;
5. The Board shall not grant said leave for more than one (1) school year;
6. The Board shall not grant said leave to any teacher more often than once each five (5) years of service; and
7. The Board shall not grant said leave a second time to the same individual when other members of the staff have filed a request for a leave.

507 ASSOCIATION LEAVE (P.N. 2015)

- A. The Association shall be granted a maximum of six (6) days annually for Association Leave to be used for Association state meetings and trainings. This leave shall be granted with pay.
- B. Any Association member who is elected or appointed to the governing body of the Ohio Education Association shall be granted leave to attend such meetings. Such leave shall not be counted as part of the Association Leave as outlined in 507/A, above.
- C. There will be no Board obligation for any expenses incurred by delegates attending such meetings, other than for a needed substitute teacher arranged for by the Administration. The leave form (Appendix C) shall be completed.

508 ADJUDICATION LEAVE (P.N. 1988)

- A. The Board shall grant full pay when a teacher is subpoenaed for any court, SERB hearing, American Arbitration Association (AAA) hearing, or jury duty by the United States, State of Ohio, or a political subdivision.
- B. When granted such leave, the teacher shall be replaced by a qualified substitute according to Board adopted policy.
- C. If said teacher must serve on jury duty, any pay received shall be remitted to the Board Treasurer and attached to the completed leave form (Appendix C) so that no reduction in regular pay will result.
- D. Excepting jury duty, if the case involves the teacher as a primary litigant, Personal Leave, under Section 503, above, must be used first prior to using this leave.

509 MILITARY LEAVE (P.N. 1977)

As provided in the Ohio Revised Code 3319.14, Military Leave will be granted to teachers. Benefits will be granted as maximum allowable by law. (See Appendix C)

510 UNPAID CHILD CARE LEAVE (P.N. 2012)

A Child Care Leave of absence without pay shall be granted to a teacher as follows upon completion of the leave form (Appendix C).

- 1. A teacher who is pregnant shall be entitled upon request to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the teacher and she must notify the Board of these dates as far in advance as possible. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.
- 2. A male teacher will be entitled, upon request, to a leave of absence without pay between the time of the birth of a child to his wife and one (1) year thereafter.
- 3. A teacher adopting a child will be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption. The leave of absence for the adoption of a child that is not yet school age will not exceed a total of one (1) year. The leave of absence for the adoption of a school age child will be limited to the leave necessary to complete the adoption process.

511 ASSAULT LEAVE (P.N. 1986)

- A. Assault Leave shall be granted to a teacher who is absent from his/her assigned duties because of an injury resulting from an assault. Said leave shall not be charged against Sick Leave. Said teacher shall be granted the aforementioned Assault Leave and shall be maintained on full pay status during such absence.
- B. A teacher shall be granted Assault Leave according to the following rules:
 - 1. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board.
 - 2. Upon notice to the Principal or Immediate Supervisor that an assault upon a teacher has been committed, any teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign the statement, and present it to the Building Principal or Immediate Supervisor.
 - 3. If the teacher receives medical attention and/or is absent from his/her assigned duties more than three (3) days, a certificate from a licensed physician, stating the nature of the disability and its duration, may be required before Assault Leave payment is made.
 - 4. A teacher shall not qualify for payment of used Assault Leave until he/she has completed the leave form (Appendix D).
 - 5. Said teacher shall not be permitted to accrue Assault Leave.
 - 6. Payment for Assault Leave shall be at the assault teacher's rate of pay in effect at the time of the assault or the rate for which the member may become eligible in accordance with the Ohio Revised Code.
 - 7. Payment shall be discontinued when the teacher elects to retire or is no longer under contract with the Board.
 - 8. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under ORC 3319.16.

512 UNPAID SABBATICAL LEAVE (P.N. 1986)

Any member of the bargaining unit may apply for a Sabbatical Leave of absence without pay for any period up to one (1) school year in duration for the purpose of continuing his/her education through college, other schooling, travel, grants, VISTA, Peace Corps, other governmental service, or overseas teaching. Persons wishing to apply for such a leave shall submit application to the Superintendent outlining the parameters, purpose, how leave will benefit the teacher and the District, and expected professional growth, etc., of the leave, and leave dates including the expected date of return. The Superintendent will in turn submit the application and accompanying particulars to the Sabbatical Leave Committee comprised of two (2) persons selected by the Association and two (2) persons selected by the Board. Said Committee will expeditiously review the application and make recommendation to the Superintendent with rationale for the recommendation. The final decision rests with the Board.

513 UNPAID SHORT TERM LEAVE (P.N. 1991)

Teachers may take unpaid short term leave for periods not to exceed three (3) school days per year with a ten (10) day prior notice to the Superintendent and Principal. Teachers should avoid using this leave contiguous with Thanksgiving, Christmas, and/or Spring Break, etc.

514 FAMILY AND MEDICAL LEAVE ACT (FMLA) (P.N. 2012)

- A. An eligible employee may take up to twelve (12) workweeks of unpaid leave (“FMLA Leave”) in any school year (August 1 through July 31) for one (1) or more of the following circumstances:
1. The birth of an employee’s child and to care for the child up to age one (1);
 2. The placement of a child with an employee for adoption or foster care, up to a twelve (12) month period after the placement;
 3. To care for the spouse, child, or parent of an employee when that family member has a serious health condition (Form WH – 380F);
 4. The employee’s inability to perform the functions of the position because of the employee’s own serious health condition. (Form WH 380E);
 5. For qualifying military situations arising when a teacher’s spouse, son, daughter, or parent is on active duty or is called to active duty status. (Form WH 384)
- B. An eligible bargaining unit member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the bargaining unit member.
 (Form WH – 385)
- C. A “serious health condition” is defined as one that involves either inpatient care or one where the period of incapacity: 1) is more than five (5) consecutive calendar days and involves treatment by a health care provider; 2) is due to incapacity due to pregnancy or prenatal care; 3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition; 4) is a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective; or 5) any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not “serious health conditions” unless complications develop.
- D. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total twenty-six (26) weeks of FMLA leave if the leave is requested to care for a covered service member.
- E. For purposes of this Section, a qualifying military situation arises when a teacher’s spouse, son, daughter, or parent is on active duty or called to active duty status (*i.e.*, not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:
- a. Attendance at official military-sponsored events,
 - b. To provide or arrange for alternative childcare or schooling,

- c. To make financial or legal arrangements to address the member's absence while on active duty,
- d. Counseling,
- e. Rest and recuperation, and
- f. Post-deployment activities.

For purposes of military caregiver leave, a covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury incurred in the line of active duty that renders a service member medically unfit to perform her or her duties and for which the service member is undergoing medical treatment, recuperation, therapy or otherwise in an outpatient status or on a temporary disability retired list.

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

K. Intermittent Leave and Reduced-Work Schedule

1. “Intermittent Leave” means leave taken in separate periods of time due to a single illness or injury, rather than for one (1) continuous period of time, and may include leave of periods from an hour or more to several weeks. Examples of Intermittent Leave would include leave taken on an occasional basis for medical appointments, or leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.
2. When medically necessary, an employee may take intermittent FMLA Leave or a Reduced-Work Schedule to care for a spouse/child/parent who has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.
3. When FMLA Leave is taken because of birth or placement for adoption or foster care, an employee may take leave intermittently or on a Reduced- Work Schedule only if the Board agrees.

L. Return to Work

1. At the end of unpaid FMLA Leave, the Board shall restore the employee to the same position or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.
2. When an employee is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider (Appendix I) that the employee is able to resume the job functions for his/her position.
3. Should an employee not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the employee’s control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. An employee shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the employee’s health care provider shall be provided in a timely manner and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

M. All terms which are not defined in this Article shall have the same meaning as those terms defined in the Family and Medical Leave Act of 1993, as amended January 17, 2009. If there are any inconsistencies between this Article of the Master Agreement and the amended Family and Medical Leave Act of 1993, the amended Family and Medical Leave Act of 1993 shall prevail.

515 ATTENDANCE INCENTIVE (P.N. 2015)

A. For each bargaining unit member who does not use any Sick or Personal Leave days or unpaid “dock” days during a school year, that member shall be paid Three Hundred Fifty Dollars (\$350.00). If only one (1) day of Personal or Sick Leave is used during the school year and no dock days, that member shall be paid Two Hundred Fifty Dollars (\$250.00). The

incentive amounts are prorated for part-time teachers or teachers who are hired after the start of the school year. No incentive is available to a teacher hired after January 1 of any school year.

- B. Eligible bargaining unit members shall receive this pay with the first paycheck in August.
- C. Failure to timely submit leave forms may jeopardize a bargaining unit member from collecting the incentive.

ARTICLE 6. TEACHING ENVIRONMENT

601 TEACHING CONDITIONS (P.N. 2003)

- A. Elementary music, art, and physical education teachers shall spend an equitable amount of classroom time in all buildings that they are assigned to in the District, neither coming late nor leaving early so as to be uniform in time responsibilities with regular classroom teachers. In case of absence of a circuit teacher, the Board shall be responsible for securing a substitute for said teacher.
- B. All changes in schedule for certified/licensed teachers must be arranged beforehand with the Principal(s) involved and approved by him/her.
- C. The Administration will provide any moving of materials, equipment, supplies, etc., for any employee transferred from one (1) building to another and reasonable release time if during the school year. Teachers assigned as circuit/travelling teachers are exempted from this provision.
- D. The Board/Administration will actively seek appropriate placement of CCHO students into regular or specially designed classroom assignments.
- E. The Board/Administration will actively seek academic/social/ medical history of all students and will make this information, not restricted by law, available to the staff where these students are assigned.
- F. The Board will continue to strive for full-time employment as compared to hiring part-time.
- G. It seems professionally advisable and educationally prudent to allow and provide an orientation program for each child/student attending Norwayne Schools. This orientation program/process will be conducted by the Building Principal or his/her designee (i.e. Guidance Counselor or Dean of Students) as soon as it is feasible/practicable, but prior to the student attending any classes/school in the Norwayne District. The orientation program and process should be attended by the parent(s) or custodian directly responsible for the student's school attendance/educational programming and academic/discipline responsibilities.

602 READING TEACHERS (P.N. 2009)

The Board shall provide three (3) reinforcement reading teachers or tutors (I/SGI) to assist with the reading program K – 8. There will be a minimum of one (1) teacher or tutor (I/SGI) at the elementary and one (1) teacher or tutor (I/SGI) at the middle school.

603 PARENT/TEACHER CONFERENCES (P.N. 2015)

- A. There shall be three (3) regularly scheduled District-wide parent/teacher conferences. They shall be as follows:
 - 1. During the first semester, two (2) scheduled during the evening hours; and
 - 2. During the second semester, one (1) scheduled during the evening hours.
- B. Compensatory time shall be as follows:
 - 1. During the first semester, one (1) day of compensatory time shall be granted on the Monday following Thanksgiving, except as otherwise agreed by the parties to the contract; and
 - 2. During the second semester, one-half (1/2) day of compensatory time on the following Friday of the same week.
- C. The evening conferences shall be a maximum of three (3) hours in length.
- D. The actual dates of parent/teacher conferences, after input of each building staff, shall be made a part of the school year calendar as adopted by the Board. These conferences shall be on staggered days of the week if possible.
- E. All music and art teachers will be released from participating in the second and third parent/teacher conferences in recognition of time expended for evening concerts and art exhibitions outside of the school day.

604 GUIDELINES FOR CLASSROOM VISITATION (P.N. 1988)

- A. The Association and the Board wholeheartedly support parent and community involvement in schools and encourage members of the community to visit the schools. However, because of the potential interruption and disruption of the children's education posed by uncontrolled classroom visitations, the Board hereby adopts as its policy the following guidelines for public or parental visitations in classrooms in order to minimize the disruption of the educational process.
 - 1. All visitors must check in at the office upon entering the school.
 - 2. The visitor shall be escorted to the classroom unless the teacher is expecting the visitor and directions to the visitor will be sufficient. In the latter case, the teacher should be advised by the office so the teacher will know the office is aware of the visitor's presence.
 - 3. Visitations shall only take place if the teacher approves.
 - 4. Visitations shall be by prior arrangement with the teacher. Visitors shall inform the teacher of the general purpose of the observation or visitation in advance. Teachers shall have the right to reschedule a visitor, through the Administration, when prior arrangements have not been made.
 - 5. Norwayne School Board members, State/County Office staff/officials and administrative staff members are not classified as public visitors.

6. Where practical, the visitor and the teacher should arrange a conference to discuss the visitation.
 7. No electronic devices will be used to make any record of the visit except by agreement of the teacher.
 8. Every effort will be made to minimize the amount of disruption caused by such visit.
- B. In the event a problem develops in a given school with regard to application of the guidelines provided in this Article, an effort shall first be made by the teachers involved to resolve the problem directly with the Principal before the filing of a grievance.

605 SCHOOL DAY (P.N. 2015)

A. Workday

1. The school working day for teachers shall not be extended beyond seven (7) hours and thirty (30) minutes except for parent/teacher conference days referred to in Section 603.
2. There will be one (1) faculty meeting per month not to exceed sixty (60) minutes before/after the teacher workday for which an agenda is distributed in advance.
3. When approved by the Building Principal, arrival and dismissal at all buildings by the teachers shall be flexible so as to accommodate a variety of different teacher schedules, so long as each teacher works a full length day.
4. Teachers shall have the right to depart the building immediately after regular student bus departure on Fridays and the day before holidays.
5. Each building shall have early dismissal the last student day of the academic year, if permitted by law.

B. Planning and Preparation Time

1. All teachers and guidance counselors shall be granted at least two hundred (200) minutes of planning and preparation time per week with at least one (1) daily block of no less than thirty (30) minutes, in addition to lunch as provided in 606/C, below. The schedule may be adjusted to accommodate assemblies or shortened short days.
2. Elementary/Middle School art, music, and physical education teachers will assist in supervising building assemblies, if requested of the Administration by teacher(s) during that time the teacher(s) is(are) scheduled to be on planning time.

C. Lunch

As required by ORC 3319.111, each regular full-time teacher employed by the Board shall be granted a daily continuous duty-free lunch period, no less than thirty (30) consecutive minutes in length which shall not be restricted to remaining on school premises. Any teacher leaving the school during his/her duty-free lunch period must let the office know that he/she is leaving. The reason need not be given.

D. Required Meetings/In-service

Bargaining unit members required to attend orientation/meetings/ in-service/evening school events outside of the teacher workday will be paid at Twenty-five Dollars (\$25.00) per hour not to exceed Seventy-Five Dollars (\$75.00) per meeting. Bargaining unit members will be paid a minimum of one (1) hour for any such required orientations/meetings/in-service/evening school events.

E. School Closures

When a school(s) is/are closed because of an “Act of God,” inclement weather, hazardous road conditions, no utilities, etc., teachers may be expected to report to work from 9:00 a.m. to 3:00 p.m., for middle and high school staff and 10:00 a.m. to 4:00 p.m. for elementary staff unless there is a county wide level 3 emergency or the teachers are advised by the Administration not to report to work. Teachers may be required to report for up to three (3) school closure days. Teachers will not be paid for any “make-up” days where the total number of days actually worked in the school year do not exceed the work days in Section 607 (A).

606 CLASS SIZE (P.N. 2006)

- A. The parties agree that classes in grade levels and subject areas will be kept as equal as possible. There shall be no fewer than forty (40) in-class classroom teachers per 1,000 students. Further, there shall be no fewer than five (5) Education Service Personnel Teachers per 1,000 students. The Administration will make a good faith effort to limit academic class sizes as follows: Grades K-4, no more than twenty-six (26) students; Grades 5-8, no more than twenty-eight (28) students; Grades 9-12, no more than thirty (30) students, one hundred seventy (170) students in a given day.
- B. Teachers with mainstreamed students will be provided assistance/advice as it is mutually determined by the Association President and Superintendent on a case-by-case basis.
- C. Classroom teachers with large classes are permitted, through the Association President or his/her designee, to go to the Superintendent, who will strive to seek alternatives in order to make the necessary adjustments in classes.

607 CALENDAR (P.N. 2015)

- A. There shall be no more than one hundred eighty (180) teacher workdays in session with students inclusive of parent/teacher conferences. There shall be no more than one hundred eighty-three (183) teacher workdays in a work year [one hundred eighty-four (184) for teachers new to Norwayne.] All days over one hundred eighty-three (183) in a work year shall be paid on a daily rate (i.e. annual salary divided by 183). This shall not apply to teachers on extended service.
- B. The Board will receive input from the teachers when developing the calendar. Final decision on the calendar will comply with state law which will take into account the input of the staff by providing a multiple of calendar choices to be voted on by the Association with the results going through the Superintendent to the Board who can adjust the staff selection for reasonable cause. All make-up days for school closure days beyond five school days will be built into the calendar.
- C. The one-half (1/2) day worked by bargaining unit members on Convocation Day will be compensated in conjunction with the one-half (1/2) day evening spring conference. Staff

who do not have any scheduled parent conferences may be assigned to supervise a before or after school program for an equivalent period. The assigned period will be agreed upon by the bargaining unit member and the administrator. Bargaining unit members will be given two (2) weeks notice of any assignment.

D. Open House will not be scheduled prior to the opening Convocation of the school year.

608 TEACHER FACILITIES (P.N. 1988)

The Board shall provide in each building faculty lounges/lunchroom and faculty restrooms.

609 OPERATING LEVIES AND BOND ISSUES (P.N. 1986)

The Board shall seek out input and suggestions, if available, from the Association concerning any operating levy/bond issue, as to when it should go on the ballot and for how much.

610 ATHLETIC PASSES (P.N. 1988)

Teachers shall receive passes for themselves only to all home athletic events.

611 STUDENT DISCIPLINE (P.N. 2009)

A teacher shall refer to the Principal or his/her representative, for appropriate action, any student who seriously interferes with the learning opportunities of other children in the classroom, or who fails to comply with a teacher's reasonable request in any school setting. The teacher will communicate in writing on a completed Student Behavior Referral Form or, in cases of emergency in person, the nature of the problem and any steps the teacher has taken to remediate the problem, to the appropriate Administrator. A completed Student Behavior Referral Form (SBR) [Appendix E] shall be returned to the teacher by the appropriate Administrator within two (2) school days of the referral. Efforts will be made to communicate with the teacher upon receipt of the referral reflecting the action taken by the Administrator.

During the first staff meeting at each building for a new school year, the student code of conduct will be distributed and discussed, specific to discipline related concerns. The information shared will include a discussion of the forms and processes the staff and administration will follow in handling student discipline matters.

612 EDUCATION OF STUDENTS WITH DISABILITIES (P.N. 2015)

A. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or Section 504. The parties further recognize that federal and state statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the child is educated and that each student's educational plan will be developed in accordance with their individual special needs.

B. Recognizing these statutory obligations, the continuum of options available to disabled students, and the potential impact and additional teacher workload of these obligations and options in a regular education classroom setting, the following factors will be considered:

1. The educational benefits both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;
 2. The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g. unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services); and
 3. The cost of necessary supplementary services.
- C. Any teacher involved in educating a student who is being served under an IEP or 504 Plan will be given a copy of that plan and will be given the opportunity to provide input and feedback in the development (where possible), implementation or revision of that plan. The IEP/504 Plan will designate the individual to whom the teacher should go to discuss questions and concerns related to 614/B, above, or seek revisions or interventions.
- D. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:
1. Offering a continuum of services that will support and assist the affected teachers in providing education in the least restrictive environment;
 2. Providing in-service training to bargaining unit members to assist in addressing the legal and education needs of disabled students in a regular education classroom environment;
 3. Utilizing successful models of inclusive programs in a regular education environment.
 4. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.
 5. The elementary and middle school intervention specialists, excluding MH Units, assigned to multiple grade levels will have no more than two consecutive grade levels per instructional period.
- E. To the extent practical, MFE/IEP/504 meetings will be held during the workday.
- F. Special education teachers (exclusive of I/SGIs) or related services personnel) will be provided one (1) day release time for drafting of IEPs. Special education teachers shall be provided release time, as has been the practice, to conduct IEP conferences. Special education teachers will be expected to attend either the second or third night of parent teacher conferences. The special education teachers will inform their supervisor by September 30 of each school year which conference they will attend. Additional release time for preparing IEPs will not be granted absent a showing of unique circumstances

G. Alternative Assessment

1. Teachers who are responsible for alternative assessments will be given one-half (1/2) day of release time in the building for each of the teacher's students requiring an alternative assessment.
2. No teacher will be required to develop or implement an Alternative Assessment Plan for a student without first receiving training regarding the specific requirements of such plans.

H. Nothing in this Article should be considered in a manner inconsistent with Federal or State laws governing the education of disabled students.

I. Specialized Health Care Procedures

1. Teachers in MH units with medically fragile students will be trained in any procedure necessary to protect the child.
2. Teachers, other than MH teachers with medically fragile students, shall not be requested or required to perform any medical procedure including, but not limited to, gastronomy tube feedings, catheterizations, or tracheostomy suctioning of a student. Trained teachers in MH units may be requested but are not required, except in emergencies, to perform any medical procedure including, but not limited to gastronomy tube feedings, catheterizations, or tracheostomy suctioning of a student.

J. Any issues relating to:

1. a student's eligibility for special education or accommodations under the IDEA or Section 504;
2. the contents or appropriateness of a student's IEP/504 Plan; or
3. the student's placement;
are not grievable.

K. Review of Student Placement

A teacher who is to implement any part of an IEP and who has reason to believe that the student's placement is inappropriate may request an IEP team meeting.

613 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (P.N. 2012)

A. Purpose

Pursuant to ORC 3319.22, a Local Professional Development Committee (LPDC) shall be established to oversee, review, and determine that professional development plans for course work, Continuing Education Units (CEUs), and/or other equivalent activities that a District educator proposes to complete meet standards adopted by the Ohio Department of Education for the renewal of educator licenses. The LPDC shall also oversee the tuition reimbursement program set forth in Section 814 of this Agreement. The LPDC will recognize tuition reimbursement requests on a first-come/first-served basis until the maximum allocation has been exhausted. However, no teacher shall have access to monies in this Section two (2) consecutive years in a row, unless monies remain and all other applicants have been paid. Annually, the LPDC shall provide an accounting to the Association of the persons receiving this benefit and the amount.

B. Term of Office

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

C. Composition and Selection

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

Three (3) Teachers

One (1) Principal

One (1) other certificated/licensed District employee

2. The Norwayne Education Association, pursuant to the NCLEA's Constitution and Bylaws, shall appoint the three (3) teacher members. The Principal and other certificated/licensed District employee member shall be selected by the Superintendent.

3. In the event of a vacancy, the Committee member shall be replaced in accordance with C2, above.

4. If an administrator requests, the teacher members of the Committee will select one (1) of the three (3) NCLEA representatives to serve while the administrator's Professional Development Improvement Plan is being reviewed for purposes of complying with 615/A, above. This will then create the following representation on the Committee:

One (1) Teacher

One (1) Principal

One (1) other certificated/licensed District employee

D. Chairperson

The Committee Chairperson shall be the person who is serving in the third (3rd) year of their term.

E. Decision Making

Decisions shall be made by a majority vote of the Committee members present and voting. Three (3) members present shall constitute a quorum.

F. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.
2. If the available training is during work hours, the Committee members shall be given paid release time to attend. If the training is outside the regular workday or year, the Committee members shall be paid substitute period pay for actual training time.

3. LPDC members shall be reimbursed up to Fifty Dollars (\$50.00) per day for all actual and necessary expenses incurred as part of the training.

G. Meetings and Compensation

1. The LPDC shall meet as often as the members deem necessary to complete its work. Not later than September 10 each year, the Committee shall post in each building its meeting schedule. Additional meetings may be scheduled as necessary.
2. The Committee Chairperson shall be paid Eight Hundred Dollars (\$800.00) per school year.
3. Committee members shall be paid substitute period pay for work outside of the workday.
4. The LPDC shall not have any authority to revise, change, delete, or modify any Article or section of this Negotiated Agreement.

H. Appeals Process

If the Individual Professional Development Plan (IPDP) is rejected by the LPDC, the educator shall be given a copy of the IPDP Review Criteria with the reason(s) for rejection clearly indicated. Educators may then submit a revised plan within fifteen (15) workdays of receipt of the initial rejection notice or, as may be the case, submit additional documentary materials or explanation to justify the plan. Either the educator or the LPDC may request a conference to discuss any such concerns. The decision of the LPDC shall be final.

I. Evaluation Impact

The evaluation of a teacher shall not be affected by the teacher's IPDP or by the LPDC process.

J. Records

The LPDC shall determine to what extent to keep and retain records of its meetings, decisions and recommendations to the extent permitted by law. The Board shall provide a separate locked filing cabinet for LPDC records/ files.

K. Reciprocity

The LPDC shall accept outside District approved IPDP's for any newly hired educator from another district as fulfilling all necessary requirements of the Norwayne Local School District renewal process. Hours already accumulated in the district of previous employment shall be honored. Remaining hours shall be accrued by attending professional growth sessions listed in the IPDP as approved by the Norwayne LPDC.

L. Administrator's Course Work

Whenever an administrator's course work plan is being discussed or voted upon, the LPDC shall, at the request of one of its administrative members, cause a majority of the Committee to consist of administrative members by reducing the number of teacher members voting on the plan.

- M. For the term of the Negotiated Agreement, the LPDC will undertake the responsibility for the Master Teacher Program as required by SB 2.

The LPDC will:

1. Function as the Master Teacher Program Committee of at least five total members (majority teachers) to review and score Master Teacher applications. Whenever possible, teachers with like building assignments or licensure/certification will review and score the Master Teacher submission documents.
2. Establish formatting, assembling and submitting requirements. (using the document on the Master Teacher Program produced by the ODE Center for the Teaching Profession. Appendix J.)
3. The District will insure that, under no circumstances, will the involvement in the activities of the Master Teacher Program Committee result in any adverse employment decisions for Committee Members or Master Teachers.
4. Insure that the Master Teacher Program process shall have no adverse impact on the teacher's employee evaluation.
5. Assure that the Master Teacher Program process is completely voluntary for bargaining unit members.

614 RESIDENT EDUCATOR PROGRAM/TEACHERS NEW TO THE DISTRICT (P.N. 2015)

A. Purpose

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

B. Definitions

1. Resident Educator Program

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

2. Mentor

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

3. Resident Educator

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

4. Teacher New to the District

A teacher new to the district is one who holds a professional license.

C. Committee

1. The Committee shall be comprised of five (5) members, with three (3) appointed by the NEA Executive Committee and two (2) appointed by the Superintendent by May 1 of each school year.
2. Committee members shall be trained mentors whose term of office shall not exceed three (3) years, except in unusual circumstances (e.g. no one else is interested in the position.) Terms shall be staggered. The number of terms a Committee member may serve shall not be more than two (2) consecutively.
3. The Committee Chairperson shall be the person who is serving in the third (3rd) year of their term.
4. A meeting may be conducted if a majority [three-fifths (3/5ths)] of the members are present. The Committee shall act by a majority vote of the members present at the meeting.
5. Committee members shall be provided release time three (3) times per school year to attend Committee meetings; said release time shall be separate from any other release time covered under this Agreement.
6. The Committee shall select the teachers who will act as Mentor Teachers.
7. Application forms for Mentor Teacher positions will be made available to all bargaining unit members.

D. Mentors

1. Qualifications

- a. The applicant must hold a valid teaching certificate/license and have a minimum of five (5) years of teaching experience and three (3) years in the District.
- b. The applicant shall be required to submit written letters of recommendation from two (2) peers and one (1) administrator by April 30th for the following school year.
- c. The applicant must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

- d. Approved applicants must complete mentor training.

2. Selections

- a. Selection shall be made by the Resident Educator Program Coordinator with approval from district administration. No Mentor shall have more than one (1) Resident Educator at a time without the mentor's approval.
- b. Year 4 Resident Educators will be assigned a district-approved mentor.

3. Training

Mentor Teachers shall be provided ODE approved training. The District will pay all training fees and expenses for mentors.

4. Responsibilities

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

5. Release Time

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

6. Stipends

Each Mentor Teacher assigned a First-Year Resident Educator shall be paid a stipend of Eight Hundred Seventy-Five Dollars (\$875.00).

Each Mentor Teacher assigned a Second-Year Resident Educator shall be paid a stipend of Four Hundred-Fifty Dollars (\$450.00).

Each Mentor Teacher assigned a Third-Year Resident Educator shall be paid a stipend of Three Hundred Dollars (\$300.00).

Each Mentor Teacher assigned a Fourth-Year Resident Educator shall be paid a stipend of Two Hundred Seventy-Five Dollars (\$275.00).

Each Mentor Teacher assigned a Teacher New to the District shall be paid a stipend of Two Hundred Seventy-Five Dollars (\$275.00)

E. Resident Educator Program Coordinator

1. Qualifications

Resident Educator Program Coordinator shall:

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

2. Selections

The Resident Educator Program Coordinator will be appointed by the Mentoring Committee.

3. Responsibilities

- a. The Resident Educator Program Coordinator will ensure that entry-year requirements are met.
- b. The Resident Educator Program Coordinator will facilitate the support provided to Resident Educators and Mentor Teachers.
- c. The Resident Educator Program Coordinator communicates with Mentor Teachers to discuss the needs of the Resident Educators
- d. The Resident Educator Program Coordinator collects evidence of ongoing communication between the Mentor Teachers and Resident Educators.
- e. The Resident Educator Program Coordinator conducts an annual review of the Resident Educator Program based on input from all program participants

4. Release Time

The Resident Educator Program Coordinator will be provided three (3) release days per year to perform coordinator duties. Additional release days may be granted at the Superintendent's discretion.

5. Resident Educator Program Coordinator will be paid a stipend of One Thousand Three Hundred Dollars (\$1,300.00).

F. Resident Educators and Teachers new to the district

1. Each Resident Educator **is** required to fulfill requirements as set forth by ODE shall be provided with resources necessary to complete the program.

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

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

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

G. Protections

1. At any time, either the Mentor Teacher or the Resident Educator may exercise the option to have a new Mentor assigned. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to the exercise of the option and no prejudice or evaluation is to be given such change.

2. All members of the Committee, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.
3. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.
4. The Mentor Teacher shall not be held liable for the performance of a Resident Educator or evaluated based on the teacher's performance as a Mentor Teacher.
5. Resident Educators shall be provided all due process provisions allowed by the master agreement on Ohio Revised Code.
6. This Article shall not be subject to the grievance procedure.

H. Program Review/Revisions

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

I. Records

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

615 GUIDANCE PROGRAM (P.N. 2009)

In addition to the middle school guidance counselor, a comprehensive written elementary guidance plan/program shall be implemented by bargaining unit member/s. A comprehensive program will consist of a minimum of two (2) days per week and will be inclusive of the individual needs of the building.

616 CREDIT FLEXIBILITY (P.N. 2012)

1. Teachers may be requested to serve as the "teacher of record" for a student who has submitted a proposal for credit flexibility plan in accordance with the Board's Credit Flexibility Policy. The teacher must be licensed and highly qualified in the subject area for which the student is seeking credit.
2. The teacher of record will participate in the conferences with the student, parent, principal and guidance counselor to evaluate and finalize the student's proposal. The teacher of record will also periodically meet with the student consistent with the approved Credit Flexibility Plan and will participate in the final assessment of the student's completion of the Credit Flexibility Plan.
3. The teacher of record may meet with the student during the teacher's planning time, at the beginning or end of the regular school day or outside of the work day. In anticipation of the

teacher utilizing planning time and/or time outside of the regular work day, the teacher of record will receive a stipend of \$250.

617 STUDENT TEACHER STIPEND (P.N. 2012)

Any stipends or vouchers received by the District from a college or university sponsoring a student teacher will be available for the supervising teacher to use for purposes of purchasing classroom supplies.

618 CURRICULUM DEVELOPMENT PROCESS (NEW 2015)

1. One to two times per year the superintendent/designee will arrange for department/ grade level meetings to discuss curriculum, vision and needs, as well as for reviewing and making recommendations for curriculum material adoption.
2. The superintendent/designee will provide vendor materials, vendor presentation of materials and a reasonable amount of time for review, study and analysis.
3. Recommendations for revised curriculum purchase shall be submitted to the superintendent/designee for approval.

619 PROFESSIONAL DEVELOPMENT COMMITTEE (NEW 2015)

The Board of Education and the Association mutually agree to establish a Professional Development Committee beginning with the 2015-2016 school year.

The committee will consist of the Superintendent/designee, the Association President, two (2) teacher representatives from each building, one (1) elementary principal, and one (1) secondary principal. The teacher representatives shall be appointed by the Association, and the administrative representatives shall be appointed by the Superintendent.

The first meeting of the committee shall be held by October 1 of each year and thereafter as determined by the committee. The chairperson will be elected by the committee. The purpose of this committee is to make recommendations for yearly staff professional development activities.

620 COLLEGE CREDIT PLUS (CCP) (NEW 2015)

- A. To be qualified to teach a College Credit Plus (“CCP”) course, a bargaining unit member must be an adjunct professor at a college or university. If the board has requested a teacher provide the instruction for a CCP class and that teacher needs to take extra credits in order to become certified the board will pay the costs of those credits.
- B. Members who teach CCP courses will receive a stipend of \$750 for each CCP course.
- C. A teacher being requested by the board to teach a CCP class has the right to refuse such a request.
- D. Any evaluation done by the Higher Education institution of a bargaining unit member teaching a CCP class will not have that evaluation impact the teacher’s individual OTES evaluation.

ARTICLE 7. CONTRACTS

701 INDIVIDUAL CONTRACTS: REGULAR (P.N. 1991)

- A. All regular teachers employed to perform regular duties by the Board shall receive written contracts in keeping with Ohio Revised Code. The regular individual contract shall include:
1. Name of teacher;
 2. Name of the School District and the Board of Education;
 3. Type of contract, limited/continuing, and duration if limited;
 4. Annual salary to be paid and the basis used to determine the amount; (Said information shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term on the contract.)
 5. Signature of the Board President, Board Treasurer, and the teacher.
- B. In addition to the regular contract, teachers shall receive the following:
1. Upon initial employment, the teacher shall be notified, normally, no later than August 1 of his/her assignment including building(s) where services are to be performed and subject/grade levels to be taught. A teacher under current contract with the Board shall be notified, normally, no later than July 1 if there is a change in his/her assignment for the succeeding school year. Any change in teaching assignment shall be in keeping with the policy governing Transfer, Vacancy, and Promotions (Article 406).
 2. Written limited or issuance of continuing contract to teacher should be done annually by June 1.

702 INDIVIDUAL CONTRACTS: SUPPLEMENTAL (P.N. 1984)

- A. All teachers employed by the Board and paid to perform assignments beyond regular duties shall be given written supplemental contracts. The supplemental contract shall include the following:
1. Name of teacher;
 2. Name of School District and Board of Education;
 3. Duration of contract and time period in which supplemental duty is to be performed;
 4. Title of the supplemental duty;
 5. The amount of pay and basis of pay;
 6. Signature of the Board President, Board Treasurer, and the teacher.
- B. The Administration shall see that the job descriptions are developed for each position for which supplemental pay is granted. Each teacher shall receive a copy of the appropriate job

description in addition to the supplemental contract no later than when a supplemental contract is offered.

703 SEQUENCE OF LIMITED CONTRACT ISSUANCE (P.N. 2015)

- A. Upon completion of three (3) one-year limited contracts, teachers not eligible for continuing contract will be issued a two-year limited contract. Upon completion of two (2) two-year limited contracts, teachers still not eligible for continuing contract will be issued three-year limited contracts, subject to 703/B, below.
- B. Any teacher eligible for a multi-year limited contract may be given a one-year limited contract or a limited contract of lesser duration than that of the previous contract provided that such teacher is notified on or before May 10 with written sufficient reasons as to why he/she is not being given the appropriate length multi-year contract as provided for in 703/A, above. Said reasons must also have been reflected in the evaluation process.

704 CONTINUING CONTRACTS (P.N. 2012)

- A. Teachers who meet the following requirements are eligible for continuing contracts:
 - 1. The teacher must have on file a copy of a professional or higher certificate/license with the Superintendent at the time of the Board vote for continuing contract, and professional license holders must have provided the Superintendent with evidence of completion of the course work requirements found in Ohio Revised Code 3319.08 which at the date of this Agreement provides:
 - a. If the teacher did not hold a Master's Degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since initial issuance of such certificate or license, as specified in rules which the State Board shall adopt; or
 - b. If the teacher held a Master's Degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board shall adopt.
 - 2. The teacher must have taught in the District three (3) of the last five (5) years, or have attained a continuing contract elsewhere and served in the District two (2) years. Teachers first licensed on or after January 1, 2011 must meet the above requirements and also must have held their license for at least seven years in order to be considered for a continuing contract.
- B. Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing with a copy to the Superintendent, by September 15 of the school year in which the teacher becomes eligible. The teacher must have on file, by March 1 of the school year of tenure eligibility, all evidence of having met all licensing and course work requirements for continuing contract eligibility. A teacher will only be eligible for a continuing contract only in a year in which his/her limited contract expires.
- C. In the event the Superintendent believes that a one or two year extended limited teaching contract is appropriate for a bargaining unit member who is otherwise eligible for a continuing contract, the teacher will receive written notice at least five working days prior to any Board action along with reasons directed at professional improvement. This process

supersedes the procedure set forth in ORC 3319.11(C) in that the Board can act on the Superintendent's recommendation for an extended limited teaching contract without first having to consider and reject a recommendation for a continuing contract. Should the teacher be reemployed after the expiration of the extended limited contract, only a continuing contract may be entered into.

- D. The termination of a limited or a continuing teaching contract during its term shall be made consistent with ORC 3319.16 and 3319.161. A teacher will not have the right to grieve the termination of a limited or continuing teacher contract under Article 3; instead, the hearing and appeals process will be pursuant to ORC 3319.16 and 3319.161.

ARTICLE 8. SALARY AND FRINGE BENEFITS

801 CERTIFIED PERSONNEL INDEX AND SALARY SCHEDULES (P.N. 2015)

A. Index - 2016

Step	BS	BS150	Masters	MS + 20
0	1.00	1.04	1.10	1.15
1	1.01	1.06	1.11	1.18
2	1.02	1.07	1.14	1.20
3	1.03	1.08	1.17	1.24
4	1.04	1.16	1.20	1.28
5	1.14	1.17	1.25	1.32
6	1.16	1.23	1.29	1.36
7	1.19	1.27	1.34	1.39
8	1.24	1.31	1.39	1.44
9	1.29	1.35	1.44	1.49
10	1.32	1.39	1.49	1.55
11	1.39	1.45	1.55	1.60
12	1.45	1.49	1.60	1.65
13	1.49	1.55	1.70	1.70
14	1.49	1.55	1.70	1.75
15	1.55	1.63	1.75	1.80
16	1.55	1.63	1.80	1.85
17	1.55	1.63	1.80	1.85
18	1.61	1.68	1.85	1.91
19	1.61	1.68	1.85	1.91
20	1.61	1.68	1.85	1.91
21	1.64	1.72	1.91	1.96
22	1.64	1.72	1.91	1.96
23	1.64	1.82	1.96	2.01
24	1.68	1.82	1.96	2.01
25	1.68	1.82	1.96	2.01
26	1.68	1.82	1.96	2.01
27	1.72	1.86	2.01	2.04

Salary Schedule 2016 – Base \$36,115

<u>Step</u>	<u>BS</u>	<u>BS150</u>	<u>Masters</u>	<u>Masters + 20</u>
0	36115	37740	39727	41532
1	36476	38117	40124	42616
2	36837	38495	41275	43338
3	37198	38872	42221	44783
4	37559	41799	43318	46227
5	40991	42221	45147	47672
6	41725	44301	46498	49116
7	43150	45729	48501	50218
8	44791	47242	50218	52121
9	46498	48901	52121	53938
10	47614	50218	53938	55798
11	50218	52264	55798	57657
12	52264	53938	57657	59589
13	53938	55798	61378	61378
14	53938	55978	61378	63238
15	55978	58908	63238	65097
16	55978	58908	65097	66957
17	55978	58908	65097	66957
18	58029	60673	66957	68817
19	58029	60673	66957	68817
20	58029	60673	66957	68817
21	59229	62143	68817	70678
22	59229	62143	68817	70678
23	59229	65655	70678	72537
24	60673	65655	70678	72537
25	60673	65655	70678	72537
26	60673	65655	70678	72537
27+	61983	67329	72537	73675

INDEX - 2017

Step	BS	BS150	Masters	Masters + 20
0	1.00	1.04	1.10	1.15
1	1.02	1.06	1.12	1.18
2	1.03	1.07	1.13	1.20
3	1.04	1.08	1.17	1.24
4	1.05	1.09	1.21	1.29
5	1.09	1.17	1.29	1.32
6	1.13	1.19	1.32	1.35
7	1.17	1.24	1.35	1.38
8	1.21	1.28	1.38	1.41
9	1.25	1.33	1.41	1.46
10	1.29	1.39	1.46	1.52
11	1.34	1.43	1.52	1.57
12	1.40	1.47	1.57	1.62
13	1.43	1.52	1.62	1.72
14	1.52	1.59	1.72	1.72
15	1.52	1.59	1.72	1.78
16	1.59	1.65	1.78	1.83
17	1.59	1.65	1.83	1.87
18	1.63	1.69	1.83	1.88
19	1.63	1.69	1.87	1.93
20	1.63	1.69	1.88	1.93
21	1.69	1.75	1.88	1.93
22	1.69	1.75	1.93	1.99
23	1.69	1.75	1.93	1.99
24	1.72	1.85	1.99	2.04
25	1.72	1.85	1.99	2.04
26	1.72	1.85	1.99	2.04
27	1.75	1.89	2.04	2.06

Salary Schedule 2017 – Base \$36,115

<u>Step</u>	<u>BS</u>	<u>BS150</u>	<u>Masters</u>	<u>Masters + 20</u>
0	36115	37740	39727	41532
1	36657	38306	40323	42616
2	37023	38689	40726	43297
3	37390	39072	42221	44891
4	37756	39455	43797	46738
5	39256	42221	46738	47651
6	40726	42854	47651	48921
7	42221	44891	48921	49698
8	43797	46238	49698	50971
9	45101	47951	50971	52698
10	46738	50321	52698	54747
11	48328	51791	54747	56635
12	50733	53048	56635	58522
13	51791	54747	58522	62298
14	54747	57501	62298	62298
15	54747	57501	62298	64186
16	57501	59433	64186	66073
17	57501	59433	66073	67692
18	58900	60978	66073	67962
19	58900	60978	67692	69850
20	58900	60978	67962	69850
21	60978	63278	67962	69850
22	60978	63278	69850	71738
23	60978	63278	69850	71738
24	62204	66640	71738	73625
25	62204	66640	71738	73625
26	62204	66640	71738	73625
27+	63278	68339	73625	74397

INDEX - 2018

<u>Step</u>	<u>BS</u>	<u>BS150</u>	<u>Masters</u>	<u>Masters + 20</u>
0	1.00	1.04	1.10	1.15
1	1.02	1.06	1.12	1.17
2	1.03	1.07	1.13	1.20
3	1.04	1.08	1.14	1.23
4	1.05	1.10	1.19	1.26
5	1.06	1.11	1.25	1.31
6	1.09	1.19	1.31	1.34
7	1.13	1.20	1.34	1.36
8	1.17	1.27	1.36	1.39
9	1.23	1.31	1.39	1.43
10	1.27	1.34	1.43	1.49
11	1.31	1.36	1.49	1.53
12	1.35	1.44	1.53	1.59
13	1.43	1.49	1.59	1.64
14	1.43	1.53	1.64	1.72
15	1.47	1.57	1.72	1.75
16	1.53	1.61	1.75	1.80
17	1.57	1.65	1.80	1.85
18	1.61	1.69	1.85	1.91
19	1.61	1.69	1.85	1.91
20	1.65	1.73	1.91	1.96
21	1.65	1.73	1.91	1.96
22	1.65	1.73	1.91	1.96
23	1.69	1.80	1.96	2.01
24	1.69	1.80	1.96	2.01
25	1.72	1.88	2.01	2.06
26	1.72	1.88	2.01	2.06
27+	1.75	1.92	2.06	2.08

Salary Schedule 2018 – Base \$36,115

Step	FY18			
	BS	BS150	Masters	Masters + 20
0	36115	37740	39727	41532
1	36657	38306	40323	42155
2	37207	38797	40928	43297
3	37486	39173	41235	44344
4	37857	39561	42984	45372
5	38228	39948	45172	47322
6	39273	42854	47322	48550
7	40823	43390	48550	49275
8	42155	45872	49275	50241
9	44344	47322	50241	51608
10	45872	48550	51608	53711
11	47322	49275	53711	55431
12	48932	51925	55431	57343
13	51725	53711	57343	59254
14	51608	55431	59254	62298
15	52975	56695	62298	63077
16	55431	58254	63077	64989
17	56695	59636	64989	66899
18	58254	60907	66899	68811
19	58254	60907	66899	68811
20	59636	62504	68811	70723
21	59636	62504	68811	70723
22	59636	62504	68811	70723
23	60978	64989	70723	72634
24	60978	64989	70723	72634
25	62204	67743	72634	74545
26	62204	67743	72634	74545
27+	63278	69193	74545	75119

802 SUPPLEMENTAL SALARY SCHEDULE (P.N. 2015)

A. Teachers who perform co-curricular and/or extracurricular service shall receive remuneration based on the following indices of the base salary on the current salary schedule.

EXPERIENCE GROUPS

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
6 consecutive years	.18	.15	.12	.08	.06	.04	.03
3 Years	.17	.14	.11	.07	.055	.035	.025
2 Years	.16	.13	.10	.065	.05	.03	.02
1 Year	.15	.12	.09	.06	.045	.025	.015
0 years	.14	.11	.08	.055	.04	.02	.01

GROUP 1

Athletic Director if no administrator is filling this role HS Head Football
 HS Head Girls Basketball HS Head Boys Basketball

GROUP 2

HS Head Wrestling HS Head Boys Track
 HS Head Baseball HS Head Girls Track
 Band Director HS Softball
 HS Volleyball HS Head Soccer

GROUP 3

MS Athletic Director HS Assistant Girls Basketball
 HS Assistant Football Freshman Football
 Freshman Boys Basketball HS Assistant Boys Basketball
 HS Cheerleader Advisor

GROUP 4

HS Golf Coach 7th Volleyball
 HS Cross Country 8th Boys Basketball
 HS Assistant Soccer 7th Boys Basketball
 HS Assistant Track 8th Girls Basketball
 HS Assistant Wrestling 7th Girls Basketball
 HS Assistant Baseball 7th/8th Wrestling
 HS Assistant Volleyball 7th/8th Baseball
 HS Assistant Cheerleader Advisor 7th/8th Boys Track
 HS Assistant Softball 7th/8th Girls Track
 HS Fall/Winter Facility Manager Athletics 8th Grade Advisor
 Freshman Volleyball Yearbook Advisor
 8th Volleyball Freshman Girls Basketball
 8th Football Coach 7th Football Coach

GROUP 5

HS Spring Musical Director 8th Assistant Volleyball
 HS Fall Play Director 7th Assistant Volleyball
 HS Weight Room 8th Assistant Boys Basketball
 HS Intramural Director 7th Assistant Boys Basketball
 8th Assistant Football 8th Assistant Girls Basketball
 7th Assistant Football 7th Assistant Girls Basketball
 7th/8th Assistant Wrestling 7th/8th Assistant Track Boys/Girls
 7th/8th Cheerleader Advisor 7th/8th Head Cross Country
 HS Tennis Coach MS Winter Facility Manager

GROUP 6

HS Senior Class Advisor
HS Junior Class Advisor
7th/8th Intramural Director
7th/8th Cheerleader Assistant
Vocal Director of Spring Musical
HS Assistant Golf
HS Student Council Advisor
Director of Outdoor Education
MS Student Council Advisor
MS Fall Facility Manager

Color Guard
HS Sophomore Class Advisor
HS Freshman Class Advisor
HS Assistant Cross Country
HS Assistant Cross Country
HS Prom Advisor
HS T.I. Advisor
MS T.I. Advisor
Science Fair or Robotics Advisor

GROUP 7

HS One Act Play/Contest Director
HS Speech/Contest Director
Drama Advisor (Drama Club)
Freshman Girls Basketball
7th Power of the Pen
Academic Challenge Advisor
CCP Advisor
National Honor Society Advisor

5th/6th Boys/Girls Track
5th/6th Girls Volleyball
5th/6th Boys Basketball
5th/6th Girls Basketball
5th/6th Wrestling
8th Power of the Pen
MS Academic Challenge
Book Club Advisor

- B. All teachers employed under supplemental contract by the Board shall be allowed credit for experience from another district to a maximum of two (2) years for comparable service, as determined by the Superintendent or his/her designee at the time of initial employment.
- C. Any coach or advisor who moves horizontally on the index because of a different supplemental contract in the same sport shall be granted a maximum of three (3) years' experience on the new supplemental contract.
- D. The factors considered for placement of athletic positions include time worked, number of assistants, number of contests, budget responsibilities, scheduling responsibilities, site preparation, community reaction reflected by attendance and revenue produced, related assignments beyond the normal season, and experience.
- E. If a new program is added that requires a position for which a teacher is issued a supplemental contract, the board shall determine a fair and reasonable placement on the schedule for the services performed that school year. This placement shall be open to negotiations at the next regularly scheduled negotiations sessions.
- F. Upon demonstrating the need to the Superintendent or his/her designee to attend scheduled practices and/or games, teachers coaching a Norwayne team may be released immediately after the student day ends.
- G. Outdoor education is voluntary for all teachers.
- H. Bargaining unit members providing home instruction and supplemental tutoring will be paid at the appropriate I/S/GI column.
- I. Head coaches and head supplementals shall have input, if available, in the selection process for all assistants.
- J. The Board will pay for classes required by coaches for obtaining a pupil activity permit, costs associated with the BCI check and finger printing. The Board will not pay for state issued

pupil activity permit. Coaches shall be identified as "at risk" for blood borne pathogens and shall receive training and protection in accordance with being identified "at risk."

K. Extended Time

The following positions may be offered the extended time as indicated. Extended time is guaranteed at daily rate (salary in Section 801 divided by 183). If extended time is reduced the administrator/supervisor will meet with the bargaining unit member to discuss the amount of work which will be discontinued as a result of the reduction in time.

Agriculture	25
HS Guidance/Dean of Students	5
MS Guidance	5

803 PAY PERIODS (P.N. 2015)

- A. Teachers will be paid in twenty-four (24) equal payments on the fifth (5th) and twentieth (20th) of each month. All pay will be provided by direct deposit with Email notification.
- B. Teachers, as well as all other certificated/licensed employees of the District, shall not lose any pay for days that schools are not in session for students, due to inclement weather, energy crisis, calamity, or any other bona fide emergency.
- C. Payroll deductions will be provided to teachers buying STRS credit.
- D. Employees who are paid by Federal grants will be required to complete time sheet and other documentation as may be required under the Federal grant.

804 INDIVIDUAL/SMALL GROUP INSTRUCTORS (I/SGI) (P.N. 2015)

A. Salary

New Salary Index - Effective 2015

<u>Step</u>	<u>BA</u>	<u>BA+</u>	<u>MA</u>	<u>MA+</u>
<u>0</u>	<u>1.0000</u>	<u>1.0200</u>	<u>1.0400</u>	<u>1.0600</u>
<u>1</u>	<u>1.0200</u>	<u>1.0400</u>	<u>1.0600</u>	<u>1.0800</u>
<u>2</u>	<u>1.0400</u>	<u>1.0600</u>	<u>1.0800</u>	<u>1.1000</u>
<u>3</u>	<u>1.0600</u>	<u>1.0800</u>	<u>1.1000</u>	<u>1.1200</u>
<u>4</u>	<u>1.0800</u>	<u>1.1000</u>	<u>1.1200</u>	<u>1.1400</u>
<u>5</u>	<u>1.1000</u>	<u>1.1200</u>	<u>1.1400</u>	<u>1.1600</u>

New Salary Schedule Effective 2015

<u>Step</u>	<u>BA</u>	<u>BA+</u>	<u>MA</u>	<u>MA+</u>
<u>0</u>	<u>23,590</u>	<u>24,062</u>	<u>24,534</u>	<u>25,005</u>
<u>1</u>	<u>24,062</u>	<u>24,534</u>	<u>25,005</u>	<u>25,477</u>
<u>2</u>	<u>24,534</u>	<u>25,005</u>	<u>25,477</u>	<u>25,949</u>
<u>3</u>	<u>25,005</u>	<u>25,477</u>	<u>25,949</u>	<u>26,421</u>
<u>4</u>	<u>25,477</u>	<u>25,949</u>	<u>26,421</u>	<u>26,893</u>
<u>5</u>	<u>25,949</u>	<u>26,421</u>	<u>26,893</u>	<u>27,364</u>

B. Work Year

The ISGI work year shall be the same work year as expected for classroom teachers (183 work days).

C. Insurances

ISGIs shall have the right to equal hospitalization and dental as teachers.

D. Pay Periods

ISGIs will be paid in twenty-four equal payments on the 5th and 20th of each month. All pay will be provided by direct deposit with email notification.

E. Bidder Rights

I/SGIs shall be notified of bargaining unit vacancies per Section 406/A.

F. Individual/Small Group Instructors (I/SGIs)

I/SGIs who apply for a teaching position for which they are properly certified/licensed shall be subject to the provisions in Section 406/B. If a position is offered, I/SGIs will be placed on the appropriate column and step not to exceed the fifth (5th) step.

G. Each ISGI will be provided a job description upon employment.

805 PERIOD SUBSTITUTE PAY FOR REGULAR STAFF (P.N. 1991)

A. Substitute teachers shall be obtained in the absence of the regular staff, inclusive of all special area classes and librarians. In emergency situations, when substitutes are not available, the regular teachers may be asked by the Building Principal and/or Immediate Supervisor to serve as a substitute during preparation time as defined in Section 606/B, herein. The individual teacher shall have the right to refuse such request if he/she so desires. No reprisals will be taken against a teacher who refuses such a request.

B. However, any teacher who agrees to substitute teacher per substitute plan, the class(es) of an absent teacher, or any study hall teacher who has assigned to his/her study hall a class normally assigned to another teacher, or any group of teachers who agree to split a class normally assigned to another teacher shall be paid one-sixth (1/6th) of the substitute rate rounded to the nearest Fifty Cents (\$.50) for each class period (subject area). Teachers who split a class shall equally split the rate paid of the additional assignment. This Section is not applicable for situations where two (2) or more teachers, for the convenience of each other, agree to perform this duty with administrative approval.

C. Teachers doing tutoring/test prep work after school with students will be paid twenty-dollars (\$20.00) per hour.

806 MILEAGE REIMBURSEMENT (P.N. 2009)

Approved mileage in the District shall be reimbursed at the rate of Forty Cents (\$.40) per mile.

807 SEVERANCE PAY (P.N. 2015)

A. The Board shall pay to each teacher retiring from active service under STRS twenty-five percent (25%) of his/her total accumulated but unused Sick Leave to a maximum of sixty-five

(65) days. In addition, bargaining unit members who have reached the maximum will receive three (3) bonus days. All days shall be paid at the retiree's per diem rate of pay as of on the date of actual retirement.

- B. All teachers shall be eligible for payment after proving acceptance into STRS within ninety (90) days of the last date of employment.
- C. The date of payment shall be within ninety (90) days of verification of retirement.
- D. Retirement Incentive Plan – Retire/Rehire

A teacher who submits a letter of resignation by March 1 of the school year in which the teacher is first eligible for a unreduced retirement benefits under STRS' retirement criteria on July 1st of that school year shall be reemployed for the subsequent school year at the teacher's place on the salary schedule with all years of previously recognized service. Reemployment shall be for the next school year only and the teacher shall be reemployed on a one year limited contract of employment which shall automatically expire at the end of that year without the need for further Board action. Otherwise, the reemployed teacher shall be a bargaining unit member and shall have all the rights and responsibilities of a bargaining unit member.

At the Board's discretion and upon the Superintendent's recommendation, the retired/rehired teacher may be offered one subsequent one (1) year limited contract beginning at Step 4 of the salary schedule recognizing the teacher's hours beyond their degree. Any such subsequent one (1) year contract shall automatically expire at the end of the contract year without the need for further Board action.

808 REHIRED RETIREES (P.N. 2015)

The parties agree to abide by the following terms and conditions relating to the employment or reemployment of teachers following such teachers' (STRS) retirement. Specifically, the parties agree that:

- A. Except for teachers who are eligible for one (1) year of "rehire" under the retirement incentive in Section 807(D), the Board is under no obligation to employ any "retired" teacher and the parties hereto explicitly agree that there is no expectation of continued employment or reemployment when a teacher retires from the Norwayne Local Schools. Reemployed "retired" teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement will be assigned to positions that are within their certification/ licensure area(s). Except as otherwise set forth herein, "retired" teachers employed or reemployed by the Board are considered bargaining unit members and subject to the terms of the current Collective Bargaining Agreement.
- B. A "retired" teacher who is rehired under this section ("retired/rehired teacher") is eligible to participate in the Board's health and dental insurance coverages under the single or family benefit plans. The retired/rehired teacher may also participate in the Board's life insurance programs at his/her own expense. All payments will be made through payroll deduction.
- C. Initial salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be at Step 5. Likewise, notwithstanding ORC 3317.13, initial salary placement for years of service granted for "retired" teachers previously employed by the Norwayne Local School District Board of Education shall be at Step 5. (Note: The salary for teachers who retire under the incentive in Section 808(E) will be their

normal salary for the first year of re-employment.)

- D. Retirement is considered a break in service for seniority purposes. Therefore, seniority for “retire” teachers newly hired by the Board, as well as for Norwayne Local teachers returning to employment with the Board after retirement, will be zero (0) upon such employment and any subsequent reemployment.
- E. Because they have already retired, there will be no severance pay available for teachers employed by the Board after service retirement, nor may such teachers participate in any retirement incentive of any kind.
- F. The contract of employment for all teachers hired post-retirement will be for one (1) year and is automatically non-renewed at the conclusion of that year, and this paragraph is intended to constitute full notice of such non-renewal without the need for compliance with ORC 3319.11 and 3319.111 or Sections 400 or 401 of this Agreement with regard to notice, or any other prerequisite to non-renewal. Neither will such teacher be eligible to challenge such automatic non-renewal in any manner or form. The provisions/ protections of ORC 3319.11 and 3319.111 and Sections 400 and 401 of this Agreement as to such teachers, are expressly waived. The reemployed/retired teacher will not be eligible for and expressly waives any right to eligibility for a continuing contract under ORC 3319.08 or this Agreement. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of ORC 3319.11 and 3319.111. Nothing herein shall be construed to prohibit the observation and/or evaluation of a teacher employed after retirement.

809 MEDICAL INSURANCE (P.N. 2015)

- A. The Board shall provide eighty-five (85%) of the single or family plan premium for the PPO Group Health Insurance coverages (Medical and Prescription Drugs) for staff regularly scheduled to work thirty (30) or more hours per week in a standard five (5) day work week. For staff regularly scheduled to work twenty-five (25) to twenty-nine and 9/10th (29.9) hours per week in a standard five (5) day work week, the Board will pay seventy percent (70%) of the premium cost. For staff regularly scheduled to work twenty (20) to twenty-four and 9/10th (24.9) hours per week in a standard five (5) day work week, the Board will pay fifty percent (50%) of the premium cost. For any staff regularly scheduled to work less than twenty (20) hours per week in a standard five (5) day work week, insurance will be offered, but the Board will pay zero percent (0%) of the premium cost.

Bargaining unit members who do not wish to be covered by the District’s PPO Group Health Insurance coverage (medical and prescription drug), and who are covered by another plan may elect to opt out of the group plan. To receive the opt out payment, bargaining unit members must complete the cafeteria plan election form on or before September 15 of each school year. Opt out payments will be made on the first pay of August at the end of the school year in which the employee is opting out according to the following schedule:

- 1. For staff regularly scheduled to work thirty (30) or more hours per week in a standard five (5) day work week, the opt out payment will be One Thousand Five Hundred Dollars (\$1,500.00) for single, Four Thousand Dollars (\$4,000.00) for family.
- 2. For staff regularly scheduled to work twenty-five (25) hours to twenty-nine point nine (29.9) hours per week in a standard five (5) day work week, the opt out payment will be One Thousand Two Hundred Dollars (\$1,200.00) for single, Three Thousand Dollars (\$3,000.00) for family.
- 3. For staff regularly scheduled to work less than twenty-five (25) hours per week in a

standard five (5) day work week are not eligible to receive opt out payments.

- B. Bargaining unit members who do not wish to be covered by the District Hospitalization/Surgical and Major Medical Insurances, since he/she is covered by another Plan outside the District, shall be paid forty percent (40%) of this amount of annual single or family plan (as applicable to the Plan waiving) premiums paid by the Board. To receive this payment bargaining unit members shall complete the Cafeteria Plan Election Form not later than September 15. This payment shall be made the first pay in July of the succeeding year.

PPO PLAN BENEFIT HIGHLIGHTS
 Dependent Children Covered to Age 26
 Lifetime Maximum: Unlimited

\$150 Deductible for single plan

\$300 Deductible for family plan

Inpatient Hospital Services

Semi-Private Room and Board	100% after deductible	70% UCR after deductible
Physician Services	100% after deductible	70% UCR after deductible
Surgery and Anesthesia	100% after deductible	70% UCR after deductible
Drugs and Other Medications	100% after deductible	70% UCR after deductible
Lab and X-Ray Services	100% after deductible	70% UCR after deductible
Ancillary Services	100% after deductible	70% UCR after deductible
Mental Health Care* and/or Substance Abuse Treatment (Substance Abuse Limited to Three Inpatient Admissions Per Lifetime *Network Only	100% after deductible, 30 days per benefit period; one admission per benefit period for substance abuse.	Not Covered

Outpatient Services

Authorized

Self-Referred/
Non-Network

Emergency Room	100% after \$100 copay (Waived if admitted)	70% UCR after \$100 copay (Waived if admitted)
Mental Health Care	100% after deductible \$550/year	70% UCR after deductible \$550/year
Substance Abuse Treatment	100% after deductible \$550/year	70% UCR after deductible \$550/year
Outpatient Surgery	100% after deductible	70% UCR after deductible

Medical Services

Authorized

Self-Referred/
Non-Network

Office Visits		
Family / Pediatric / OB-GYN	100% after deductible	70% UCR after deductible
Specialists	100% after deductible	70% UCR after deductible
X-Ray Services	100% after deductible	70% UCR after deductible
Annual Physical Examination	100% after deductible	Not Covered
Laboratory Services (including Annual Routine Pap Smear and Mammogram)	100% after deductible	70% UCR after deductible
Well Child Care	100% after deductible	Not Covered
Immunizations	100% after deductible	Not Covered
Allergy Tests and Treatments	100% after deductible	Not Covered
Physical Therapy	100% after deductible	70% UCR after deductible

Other Services

Authorized

Self Referred/
Non-Network

Ambulance Services	100% after deductible	70% UCR after deductible
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Skilled Nursing Facility	100% after deductible	70% UCR after deductible
Home Health Care	100%, 30 days per Authorization	Not Covered

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a network provider will only apply to the network deductible limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible limits.

C. If both spouses are employed by the district, the board will provide eighty-five percent (85%) of the cost of two single plans or one family plan. If the spouses elect the family plan, no spouse will be eligible for the opt out payment.

D. IRS Section 125 Plan

Subject to the requirements of the insurer, the Board shall provide to each member who elects during the September enrollment period, an IRS Section 125 Plan to be used to exempt the member's portion of his/her medical insurance premium from Federal and State taxes.

810 PRESCRIPTION DRUG INSURANCE (P.N. 2015)

In addition to the premium co-pay in 809 A above, members will pay a Twenty Dollar (\$20.00) deductible for legend drugs, a Fifteen Dollar (\$15.00) deductible for legend when no generic is available, and a Five Dollar (\$5.00) deductible for generic drugs. Mail order is mandatory for maintenance drugs at double the pharmacy rate for a three month supply. The maximum out of pocket for prescription drugs in a twelve month period is \$200/single and \$400/family.

811 DENTAL INSURANCE (P.N. 2015)

A. The Board shall purchase through Oasis Trust or other carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the specifications, benefits, coverages, and limits not less than that generally listed below, but in no event less than that listed in the Oasis Trust Dental Plan book "DN-OT 10/95" for each bargaining unit member and his/her dependents.

1. Class 1 – Preventative -- No Deductible and 100% paid of UCR fees and includes:

- a. Routine oral exams;
- b. Teeth cleaning;
- c. Fluoride treatment;
- d. Emergency pain treatments;
- e. Space maintainer;
- f. Diagnostic X-Rays;
- g. Other diagnostic and preventative care;
- h. Limited to two (2) cleanings and exams per twelve (12) consecutive month period; one (1) fluoride treatment in a twelve (12) month period with no age limit; and sealants are allowed to age fourteen (14).

2. Class 2 - Minor Restorative -- 80% paid of UCR fees and includes:
 - a. General anesthesia;
 - b. Extractions and oral surgery;
 - c. Root canal therapy;
 - d. Repair of crowns, bridgework, and removable dentures;
 - e. treatment of gum disease;
 - f. fillings, amalgams, silicate, and acrylic;
 - g. other entodontics, periodontics, prostheodontics maintenance, and oral surgery.
 3. Class 3 - Major Restorative -- 50% paid of UCR fees and includes:
 - a. Inlays, onlays, gold fillings, or crown restorations;
 - b. Installation of fixed bridgework or tooth implants;
 - c. Installation of partial or full and removal of dentures;
 - d. Replacement of existing bridgework or dentures;
 - e. Other restoration and prostheodontics installation.
 4. Class 4 – Orthodontics -- No deductible and 50% paid of UCR fees with a \$1,500 lifetime maximum per person and includes:
 - a. Full-banded orthodontic treatment;
 - b. Appliances for tooth guidance;
 - c. Appliances to control harmful habits;
 - d. Retention appliances.
 5. Classes 2 and 3, combined, are subject to a calendar year deductible of Twenty-Five Dollars (\$25.00) per individual to a maximum of Seventy-Five Dollars (\$75.00) per family.
 6. Classes 1, 2, and 3, combined, are limited to a maximum of \$1,500 per calendar year
 7. Dependent Eligibility - To age twenty-three (23) and twenty-five (25) if full-time student.
 8. There is no thirty-six (36) month requirements for dentures.
 9. There is no limit on bitewings.
 10. No verification is required for services.
- B. The full cost of this coverage and any increase thereof shall be paid by the Board.

812 LIFE INSURANCE (P.N. 2012)

- A. The Board shall provide each teacher with a Fifty Thousand Dollar (\$50,000) term life insurance policy effective September 1, 2012. The policy shall include accidental death and dismemberment benefits equal to the amount of basic life coverage. This insurance shall be underwritten by a company licensed to underwrite life insurance in the state of Ohio, and the policy shall be issued in the name of the teacher. The premium for said policy shall be paid for fully the Board. A teacher, upon leaving the District, shall have the option of retaining the total amount of coverage by paying the premium to the company. Said policy shall include a rider that allows for the policy to continue after the teacher reaches age seventy (70).
- B. If a sufficient number of teachers are interested, the Board shall provide the option to all teachers to purchase additional life insurance at the group rate through payroll deduction. There shall be no limit set on the amount except as determined by the insuring company.

813 LIABILITY SETTLEMENTS (P.N. 1986)

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

814 PROFESSIONAL DEVELOPMENT PROGRAM (P.N. 2012)

- A. The Board shall appropriate for each contract year, Twenty Thousand Dollars (\$20,000) to be paid to teachers for earned college credit subject to the following conditions:
 - 1. The teacher shall have taught in Norwayne District for a minimum of three (3) years. Further, the teacher shall teach in the Norwayne District a minimum of one (1) contractual year following completion of the course(s) or he/she must pay back to the Board the amount received for the course(s). (Payback is done through payroll deduction.)
 - 2. The college course must be taken in education, the area of present certification/licensure, or any area of certification/licensure permitted by the Ohio Department of Education leading to a new certification/ licensure. Courses must be accredited and lead to certification/licensure or improvement in the teacher's qualifications for the current position he/she holds. College courses must be taken in education, the area or present certification/licensure, or any area of certification/licensure permitted by the Ohio Department of Education leading to new certification/licensure, or recertification/re-licensure. The teacher must first demonstrate that the course(s) fits/fit the above description. Approval or rejection will be based upon the aforementioned and/or sufficient money remaining in the fund.
 - 3. Any course where the teacher receives, or will receive, reimbursement from any other source will not be reimbursed.
 - 4. When submitting a request for tuition reimbursement, a transcript or grade card along with a credit card receipt, cancelled check, or itemized receipt from the institution

shall be submitted to the Board Treasurer. A "B" grade or better or a "P" (for pass/fail courses) is required for college courses.

5. The rate of reimbursement will be the actual rate for the quarter hour or semester hour, Two Hundred (\$200.00) per quarter hour or Three Hundred (\$300.00) per semester, whichever is less. Under no condition will a teacher be reimbursed more per hour than the actual tuition rate. Maximum reimbursement per request will be four (4) semester hours per class or six (6) quarter hours per class. Reimbursement will be made three (3) times per year in conjunction with the supplemental check pay periods.
6. The request will be recognized on a first-come/first-served basis until the maximum allocation has been exhausted. However, no teacher shall have access to monies in this Section two (2) consecutive years in a row, unless monies remain and all other applicants have been paid.
7. Annually, the Board Treasurer shall provide an accounting to the Association of the persons receiving this benefit and the amount.

B. Any Board/Administrative required courses wherein the teacher agrees to take the course shall be totally paid by the Board.

815 STRS PICK-UP (P.N. 1991)

The Board agrees to pick-up (assume and pay) contributions to the State Teachers Retirement System on behalf of the teachers at no additional cost to the Board as follows:

1. The amount to be picked-up and paid on behalf of the teacher shall be that percent set by STRS of the teacher's compensation. The teacher's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.
2. The pick-up percentage shall apply uniformly to all teachers.
3. No teacher covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.
4. The pick-up shall apply to all compensation including supplemental earnings.
5. Should the Internal Revenue Service make a ruling which finds the above practice to be improper, this Section of the Master Contract shall be modified as necessary to be in compliance with the ruling.

816 REIMBURSEMENT FOR COST FOR FINGERPRINTING (P.N. 2009)

The District will pay all necessary fingerprinting fees for bargaining unit member's renewal of their teaching license and annual supplemental fingerprinting requirements.

817 STUDENT ENROLLMENT (P.N. 2009)

Bargaining unit member's children will be accepted through open enrollment.

ARTICLE 9. ASSOCIATION RIGHTS

901 **ASSOCIATION RIGHTS (P.N. 2009)**

The Board shall grant to the Association the following exclusive rights and privileges:

A. Use of School Facilities for Meetings

Meetings are to be cleared and set by the Building Principal at least one (1) week in advance of the intended meetings and they shall not interrupt the normal instructional programs of the school. The meetings must be in keeping with Board policy governing the use of the buildings.

B. Use of school equipment such as computers, typewriters, FAX machines, calculators, and audio-visual machines. Board purchased consumable materials used by the Association, i.e. paper, shall be paid by the Association at Board cost plus ten percent (10%, as a handling charge.)

C. Use of faculty bulletin boards.

D. Use of internal school mail delivery including electronic mail, with the understanding electronic mail will not be used during instructional time.

E. Announcements concerning Association activities may be made by Association building representatives at the conclusion of staff meetings, provided that the Principal has been told in advance of the meeting.

F. The Association will receive a copy of regularly and routinely prepared Board materials, if requested.

G. The Association may have the opportunity to have input with the Board prior to an anticipated increase in millage rates and may take active part in its promotion among citizens of the District.

H. Dues

All bargaining unit members covered under Recognition (Section 101) shall have payroll deduction of dues equal to Association and affiliated dues. The process will be as follows:

1. Each teacher's dues or fair share fees shall be automatically deducted in the amount certified by the Association.

a. These deductions shall be made equally from each paycheck commencing the second pay in September and continuing for the next twenty (20) paychecks. Any new teacher who is employed after the beginning of these annual deductions shall have the amount prorated and deducted over the remaining paychecks so as to be completed at the same paycheck as all other teachers. Bargaining unit members who do not elect to become members of the Association within sixty (60) days following their initial day of actual work, shall be required to pay the Association the fair share fees.

b. These deductions shall continue from year to year automatically. The Association shall forward to the Board Treasurer, by September 10 each year, the amount to be deducted listed by each teacher's name.

- c. The Board Treasurer shall transmit to the Association Treasurer within five (5) calendar days of the payday, the total amount to be deducted along with a complete description by name of the amount deducted.

I. Fair share Fees (P.N. 2009)

1. Payroll Deduction of Fair Share Fee (FSF) Payers

The employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Norwayne Education Association a fair share fee for the association's representation of such non-members during the term of this contract. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes not germane to the Association's work in the realm of collective bargaining.

2. Notification of the Amount of Fair Share Fee Payers

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the United Education Profession (UEP) dues of the association, shall be transmitted by the association to the Treasurer of the Board on or about January 1 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the employer agrees to promptly transmit all amounts deducted to the association.

3. Schedule of Fair Share Fee Deductions For All Fair Share Fee Payers

Payroll deduction of the fair share fee shall commence annually on the first pay date that occurs on or after January 15th. In the case of employees hired after the beginning of the school year that are fair share fee payers, the payroll deduction shall commence on the first pay date on or after the later of thirty days employment in a bargaining unit position or January 15. However, if an enrollment form for the fair share fee payer is not submitted to OEA by February 15th, the Association treasurer will be unable to collect fees at all for the fair share fee payer.

4. Transmittal of Deductions

The employer further agrees to accompany each such transmittal with a list of names of the bargaining unit members for all such fair share fee deductions made, the period covered, and the amounts deducted for each.

5. Procedure for Rebate

The association represents to the employer that an internal rebate procedure has been established in accordance with Section 4117.09 of the Revised Code and that a procedure for challenging the amount of the representation fee has been established and will give notice to each member of the bargaining unit who does not join the association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitution of the United States and the State of Ohio.

6. The Association shall not grieve non-intentional mistakes in deduction made by the Treasurer, so long as the errors are corrected in a reasonable time. The Association agrees to indemnify and save the Board harmless against any judgments, costs, expenses, or other liability the Board might incur as a result of the implementation and enforcement of fair share fee.

902 **COPIES OF BOARD POLICY MANUALS (P.N. 2015)**

- A. The Board shall provide the President of the Association with a copy of all Board Policies and District-wide administrative rules upon completion of updating. Further, the Board shall provide for two (2) updated Board Policy Manuals and Administrative Rules to be placed in each building within the system. In lieu of hard copies, the Board may make the documents available electronically.

- B. If the Board or Administration should change, add to or subtract from these items, those changes shall be given to the Association President, within fifteen (15) days from their adoption by the Board.

ARTICLE 10. MANAGEMENT RIGHTS (P.N. 1984)

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

ARTICLE 11. PRE-SCHOOL GRANT PROGRAM (P.N. 2015)

1101 As a result of the State grant being approved for the Pre-School Grant Program on a fiscal year (July 1 to June 30) basis for specific persons, and due to the fact that the grant is only guaranteed on a year-to-year basis, the parties believe several variations/deviations from the traditional Master Contract provision must be provided, otherwise the program cannot succeed. These deviations/variations are totally listed herein, and there are no other deviations/variations permitted without mutual agreement of the parties in the same manner as initially generated in this Article. These deviations/variations are not to establish a practice or precedent for any other grant program or staffing need, and are solely limited to the Pre-School Grant Program as it is constituted this 2nd day of January, 1991.

1102 The parties agree that this program will be self-contained and self-supervised. Thus, no other member of the bargaining unit will have any teaching or supervisory duties assigned regarding any student in this program other than occasional testing by guidance, psychological, or speech/hearing personnel.

1103 There are two (2) types of positions in this unit, Pre-School Teacher(s) and the Pre-School Coordinator. The teacher position(s) is/are salaried position(s) and will be either full-time or half-time depending on the grant amount. The Coordinator position, if staffed by a teacher, is either an hourly position with duties such as continuation of the grant writing necessary to continue the grant, arranging for testing, arranging for meals, etc. to be done outside the workday or a duty of a full-time teacher who will be released from other classroom duties for all or part of the day to coordinate the program. Should the Coordinator position be staffed by a certified/licensed administrator on a Consultant Contract basis, the Pre-School Coordinator position would be excluded from this Article.

1104 The Pre-School Teacher and the Pre-School Coordinator are entitled to all Sections of the Master Contract except as restricted or modified below:

A. Article 4. Teacher Rights

1. 401 Evaluation Process

The Pre-School Coordinator may input to the Building Principal regarding evaluation of the Pre-School Teacher, if the Pre-School Coordinator holds a current and applicable administrative certificate/license. The Building Principal is responsible to note such input and inform the Pre-School Teacher of such during evaluations.

B. Article 6. Teaching Environment

1. 605 Home Visits

The Pre-School Teacher(s) and the Pre-School Coordinator are excluded from this Section in that home visits are considered an integral part of each of these positions.

2. 606 School Day

a. The Pre-School Teacher(s) and the Pre-School Coordinator will not be eligible for any aspects of this Section.

b. In order to be considered half-time, the Pre-School Teacher will be scheduled for instruction with children nine (9) to twelve (12) hours per week with an additional three (3) to six (6) hours being reserved for home visits or duties in conjunction with the Pre-School Program. In order to be considered full-time, the Pre-School Teacher will be scheduled for instruction twenty-four (24) hours per week with an additional six (6) hours being reserved for home visits or duties in conjunction with the Pre-School Program. Times for instruction may vary over the course of the school year to insure sufficient hours in compliance with the Pre-School Grant. This instructional time is in addition to the scheduled lunch break or planning and conference time.

c. Full-time Pre-School Teachers will be provided a minimum of two hundred (200) minutes per week for planning and conference time. Part-time Pre-School Teachers will receive a prorated amount of planning and conference time.

3. 607 Class Size

The Pre-School Teacher(s) and the Pre-School Coordinator will not be eligible for any aspects of this Section.

C. Article 8. Salary and Fringe Benefits

1. 801 Salary

a. The Pre-School Teacher(s) will be paid on the negotiated salary schedule at the salary step they are qualified for by education credits and experience, either full-time or half-time, earlier defined herein. They will accrue annual increments if full-time, or annual increments every two (2) years if half-time.

b. The Pre-School Coordinator will be paid hourly. If the Pre-School Coordinator is a teacher, then pay will be hourly for work outside the workday and/or adequate release time will be provided from other teaching duties during the workday. Hourly rate will be determined by placement on the negotiated salary schedule at the salary step he/she is qualified for by education credits and experience, then dividing that salary by 183 and then again by 6.25.

- c. The Head Teacher of the Pre-School Program who holds a pre-K license will contribute to STRS. All other teachers and aides in the Special Education Pre-School Program will contribute to SERS.

2. 807 Mileage

The Pre-School Teacher(s) and the Pre-School Coordinator will be paid mileage for home visits, required meetings, and required travel to Columbus.

3. 809/810/811 Medical/Dental/Life Insurance

Pre-School Teacher(s) **will be eligible for insurance coverage under the same terms as other bargaining unit members.**

ARTICLE 12. EFFECTS OF CONTRACT

1201 CARRY OVER OF AGREEMENT (P.N. 1983)

All negotiated items between the Board and the Association that are not changed during the current round of negotiations shall remain in full force and effect and shall be carried forward automatically in writing to the new Contract.

1202 CONTRARY TO LAW (P.N. 2003)

- A. If it is determined by a court of law with jurisdiction to this School District or an act of the Federal or State Legislature that all or part of a negotiated provision is contrary to law, that part shall be considered null and void to the extent prohibited by such legal action. The remaining provisions stay in effect.
- B. If a provision becomes unworkable due to its being contrary to law, said action shall be reason for immediate negotiations on that provision to obtain a workable provision with the established legal structure.
- C. Notwithstanding any other provisions of this Contract, the parties agree to reopen the Contract at the request of either the Board or the Association to bargain the effects of the No Child Left Behind Act, which amended the Elementary and Secondary Education Act and related State law. The procedures set forth in Article 2 (Negotiations Procedure) will govern these mid-term negotiations with the exception of Section 201/A, which contains a timeline for initiation of negotiations.

1203 COMPLETE AGREEMENT (P.N. 1986)

- A. The parties acknowledge that during the negotiations which resulted in this Contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Contract. Therefore, for the life of this Contract the Board and the Association each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Contract and with respect to any subject matter not specifically referred to or covered in this Contract, unless otherwise mutually agreed.
- B. Both parties and their constituents agree to comply with the provisions of the Contract. Thus, any wage, hour, and/or working condition affecting bargaining unit members, if covered

under the mandatory subjects of ORC 4117.08(A), not changed by this Agreement shall remain as is for the duration of this Agreement.

1204 DEFINITION OF DAYS (P.N. 1986)

Days as used in this Contract, except as otherwise specified herein, shall mean weekdays, Monday thru Friday, exclusive of negotiated or federally recognized holidays.

1205 EFFECTIVE DATE (P.N. 2015)

This Agreement shall become effective July 1, 2015 and shall remain in force until June 30, 2018.

1206 SIGNATURES TO AGREEMENT 1 (P.N. 20125)

The parties, after ratifying this Agreement, authorize their representatives to sign below.

FOR THE ASSOCIATION



President



OEA Labor Relations Consultant



Team Member

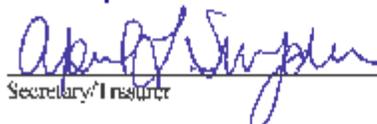


Team Member



Team Member

This Agreement and appendices were ratified
By a majority vote at an Association meeting
on June 30, 2015.



Secretary/Treasurer

FOR THE BOARD

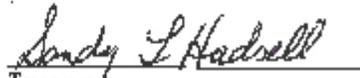


President



Superintendent

This Agreement and appendices were
ratified by the Board at its meeting of
July 27, 2015.



Treasurer

**NORWAYNE LOCAL SCHOOLS
GRIEVANCE REPORT FORM**

STEP _____

NAME _____ BUILDING _____

Specific item alleged violated, misinterpreted and/or misapplied _____

STATEMENT OF GRIEVANCE: _____

REMEDY REQUESTED: _____

Signature of Aggrieved

Date Filed At This Level

DISPOSITION RENDERED: _____

Signature of Person Rendering Disposition

Date

(Attach additional pages if necessary to complete any Section.)

Ohio Teacher Evaluation System

Self-Assessment

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 			
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 & 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 			

Pre-Observation Planning and Lesson Reflection Resource Questions

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

INSTRUCTIONAL PLANNING

FOCUS (Standard 4: Instruction)

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

ASSESSMENT DATA (Standard 3: Assessment)

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

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS

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

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

KNOWLEDGE OF STUDENTS (Standard 1: Students)

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

INSTRUCTION AND ASSESSMENT

LESSON DELIVERY (Standard 2: Content / Standard 4: Instruction)

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

DIFFERENTIATION (Standard 1: Students / Standard 4: Instruction)

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

RESOURCES (Standard 2: Content / Standard 4: Instruction)

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

CLASSROOM ENVIRONMENT

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

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

ASSESSMENT OF STUDENT LEARNING

(Standard 3: Assessment)

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

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)

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

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

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

Teacher Performance Evaluation Rubric

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

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

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

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

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

Instruction and Assessment					
		Ineffective	Developing	Skilled	Accomplished
INSTRUCTION AND ASSESSMENT	ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment) <i>Sources of Evidence:</i> Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	<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 align="center">PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)</p> <p align="center"><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				

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

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

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Beginning Date	Ending Date	Level of Performance Specifically Describe Successful Improvement Target(s)

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Actions to be Taken	Sources of Evidence that Will Be Examined

Section 4: Assistance and Professional Development

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

--

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: ____ Date: ____

Evaluator's Signature: ____ Date: ____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

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

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

Post Conference Planning

- The goal for the conference leader is to cognitively coach the teacher through the use of reflective questions.
- Record 3 reflective questions you would ask the teacher aligned to the area of reinforcement.
 - 1.
 - 2.
 - 3.
- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.
 - 1.
 - 2.
 - 3.

Four Key Elements of the Instructional Post-Conference

Conducting the Post-Conference: To be discussed at Day 3 Training prior to conducting the post-conference

1. Introduction/Greeting/Establish Length
 - Review Conference Process
 - General Impression Question
 - “How do you think the lesson went?”
2. Reinforcing the Teacher
 - Identify an area of Reinforcement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
3. Refining the Teacher’s Skill:
 - Identify an area of Refinement (ONLY one area)
 - Ask Self-Analysis Question
 - Provide evidence from notes
 - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

- Tool to inform evaluation that provides the opportunity to gather evidence of instruction over a series of short classroom visits;
- Process for giving targeted evidenced-based feedback to teachers; and
- Means for principals to visit classrooms more frequently and more purposefully.

An informal observation/ classroom walkthrough is not a(n):

- Formal observation;
- “Gotcha” opportunity for supervisors or evaluators;
- Isolated event; or
- Shortcut to the observation protocol required as part of the teacher evaluation process.

Classroom walkthroughs/ Informal observations, as part of the teacher evaluation system, may be general in nature or focused on observing a specific aspect of teacher performance. Summary data collected through a series of walkthroughs along with evidence documented through formal observations will come together to inform the teachers’ summative performance rating: *ineffective, developing, skilled or accomplished*.

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to 20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

Informally Observe As Often As You Can

The principal’s presence in the classroom sends a positive message to teachers: *the principal cares*. Including informal classroom observation as a school-wide initiative requires consistency and frequency. Find times in the day to observe teachers at varying times of the day: *for most teachers, what occurs in the morning is much different than what occurs in the afternoon*.

Focusing on One or Two Areas

Although there may be no predetermined focus established (because of no pre-conference), find a focus based on the instruction, events or discussions that are occurring in the classroom. A focus may also occur based upon past conferences and the need for follow up observations.

Make Time to Follow Up

Follow-up communication to informal classroom observations is a critical component. Follow-up will often be in writing but the evaluator should extend to the teacher an invitation to discuss any comments provided face-to-face. The evaluator may also offer resources to help teachers refine their practice.

Teacher Driven Observations

While it is recognized that evaluators have many demands on their time, encouraging teachers to identify instructional periods for the evaluator to observe can be a means for the evaluator to collect evidence related to a specific focus the teacher and evaluator may be working on.

Types of Data

Data collected as evidence of teacher practice may be quantitative, qualitative, or a combination of both. Quantitative data includes frequencies, distributions and other counts or tallies. For example the observer could use a checklist to tally how many questions were asked of children in the front row or children who had their hands raised versus not. The evaluator might also chart the types of questions asked (higher versus lower levels). Qualitative data can include scripted notes detailing patterns of activities, vocabulary used, and events observed. In both cases accuracy is essential to ensure the credibility of the process and the evaluator.

Informal Observation: General Form

Teacher Name: ____ Grade(s)/Subject Area(s): ____ Date: ____

Evaluator Name: _____ Time Walkthrough Begins: ____ Time Walkthrough Ends: ____

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

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____

Photocopy to Teacher

Informal Observation: Open-Ended Form

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

Evaluator Name: ____ Time Walkthrough Begins: Time Walkthrough Ends:

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature:

Photocopy to Teacher

Ohio Teacher Evaluation System

Final Summative Rating

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
<i>Areas of reinforcement/ refinement:</i>				
Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH	
Student Growth Measure of Effectiveness				
<i>Areas of reinforcement/ refinement:</i>				
Final Summative (Overall) Rating	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED

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.

NORWAYNE LOCAL SCHOOL DISTRICT
EVALUATION FORM

Name – _____ Position – School Counselor

Building – Norwayne Elementary School School Year – _____

GENERAL DESCRIPTION:

Specific duties of the School Counselor shall include, but not be limited to, the following and shall be subject to annual review by the building principal, Superintendent and the Board of Education. It shall be the purpose of the duties provided below to provide a framework for the over-all evaluation process and is not meant to stifle the initiative of the person filling the position.

MINIMUM QUALIFICATIONS:

1. Meets all mandated health requirements (e.g., a negative tuberculosis test, etc.)
2. Documentation of a clear criminal record
3. Masters degree in education – administration and/or guidance and counseling

RATING SCALE

HIGH LOW NOTES OR COMMENTS

The following duties are representative of performance expectations. A reasonable accommodation may be made to enable a qualified individual with a disability to perform essential functions.

RESPONSIBILITIES & ESSENTIAL FUNCTIONS:

1.	Consults with staff to identify, plan, implement and evaluate counseling services.	1 2 3 4 5	
2.	Upholds board policies and follows administrative procedures.	1 2 3 4 5	
3.	Promotes a favorable image of the school district. Encourages community partnerships that enhance district programs and services.	1 2 3 4 5	
4.	Facilitates the transition process for students entering or leaving the school program.	1 2 3 4 5	
5.	Conducts counseling activities. Collaborates with teachers on students' career planning activities.	1 2 3 4 5	

6.	Implements effective pupil management procedures. Maintains high standards and upholds the student conduct code.	1 2 3 4 5
7.	Works with building staff to develop and maintain a positive learning environment and stimulate student interest.	1 2 3 4 5
8.	Provides counseling, communicates high expectations and shows an active interest in student progress. Facilitates critical thinking, problem solving and creativity skills.	1 2 3 4 5
9.	Incorporates the effective use of available technology in record management and counseling activities. Upholds computer technology acceptable use policies.	1 2 3 4 5
10.	Helps students take full advantage of the learning environment (e.g., access and proximity to activities, use of adaptive equipment, etc.).	1 2 3 4 5
11.	Maintains accurate records and submits reports on time.	1 2 3 4 5
12.	Respects personal privacy. Maintains the confidentiality of privileged information.	1 2 3 4 5
13.	Conducts group sessions as needed to address student concerns (e.g., conflict mediation, divorce, grief, personal behavior, etc.).	1 2 3 4 5
14.	Serves as a resource for drug prevention awareness and intervention activities.	1 2 3 4 5
15.	Helps staff address student concerns (e.g., excessive absences, at-risk behavior, mental/physical health, family/peer relations, etc.).	1 2 3 4 5
16.	Works with community services associated with students' programs (e.g., court systems, law enforcement, health care facilities, child welfare services, etc.).	1 2 3 4 5
17.	Schedules home and work site visits when necessary to support program goals.	1 2 3 4 5
18.	Takes precautions to ensure staff/student safety. Does not leave students unsupervised.	1 2 3 4 5

19.	Watches for student behavior that may indicate a problem (e.g., profanity, teasing, bullying, distress, etc.).	1 2 3 4 5
20.	Reports evidence of suspected child abuse as required by law.	1 2 3 4 5
21.	Participates in intervention assistance team (IAT) meetings. Works with team members to reach a consensus on a plan for students requiring assistance.	1 2 3 4 5
22.	Supports a full range of educational options. Helps staff resolve problems related to the participation of students with disabilities in appropriate peer group activities.	1 2 3 4 5
23.	Participates in parent conferences, open houses and other required school events and encourage student activities as time permits.	1 2 3 4 5
24.	Participates in staff meetings and professional growth opportunities.	1 2 3 4 5
25.	Accepts personal responsibility for decisions and conduct.	1 2 3 4 5
26.	Strives to develop rapport and serve as a positive role model for others.	1 2 3 4 5
27.	Performs other specific job-related duties as directed.	1 2 3 4 5
28.	Plans his/her time so that matters concerning the instruction program receive priority.	1 2 3 4 5

COUNSELOR RESPONSIBILITIES:

29.	Counsel with students who are referred by teachers because of acute academic difficulties/needs.	1 2 3 4 5
30.	Coordinates and conducts the total counseling program. (e.g. Suicide prevention, Dating violence, Internet safety, and RSVP)	1 2 3 4 5
31.	Work with various community agencies for the betterment of students.	1 2 3 4 5
32.	Except as the principal has a need to know, maintain confidentiality in all matters considered being of a private nature.	1 2 3 4 5

COMMUNITY, PROFESSIONAL AND STUDENT RELATIONS:

33. Be available before and after school hours to confer with students, staff and parents. 1 2 3 4 5
-

ABILITIES REQUIRED:

The following characteristics and physical skills are important for the successful performance of assigned duties.

1. Acts in accordance with the professional code of ethics. 1 2 3 4 5
-

2. Demonstrates professionalism and contributes to a positive work environment. 1 2 3 4 5
-

3. Organizes tasks and manages time effectively. 1 2 3 4 5
-

4. Skillfully manages individual, group and organizational interactions. 1 2 3 4 5
-

5. Effectively uses verbal, nonverbal, writing and listening skills. 1 2 3 4 5
-

6. Averts problem situations and intervenes to resolve conflicts. 1 2 3 4 5
-

7. Exhibits consistency, resourcefulness and resilience. 1 2 3 4 5
-

8. Exercises self-control and perseverance when dealing with students. 1 2 3 4 5
-

9. Completes paperwork accurately. Verifies and correctly enters data. 1 2 3 4 5
-

10. Maintains an acceptable attendance record and is punctual. 1 2 3 4 5
-

11. Travels to meetings and work assignment. 1 2 3 4 5
-

WORKING CONDITIONS:

Exposure to the following situations may range from remote to frequent based on circumstances and factors that may not be predictable.

1. Duties may require lifting, carrying, and moving work-related supplies/equipment.
2. Duties may require operating and/or riding in a vehicle.
3. Duties may require performing repetitive tasks quickly.
4. Duties may require prolonged use of a computer keyboard and monitor.
5. Duties may require standing, reaching, bending, crouching and/or kneeling.
6. Duties may require working extended hours.
7. Duties may require working under time constraints to meet deadlines.
8. Potential for exposure to adverse weather conditions and temperature extremes.
9. Potential for exposure to blood-borne pathogens and communicable diseases.
10. Potential for interaction with disruptive and/or unruly individuals.

PERFORMANCE EVALUATION:

Job performance is evaluated according to the policy provisions adopted by the Norwayne Local School District Board of Education.

The Norwayne Local School District Board of Education is an equal opportunity employer offering employment without regard to race, color, religion, gender, national origin, age or disability.

This job description summary does not imply that these are the only duties to be performed. This job description is subject to change in response to funding variables, emerging technologies, improved operation procedures, productivity factors and unforeseen events.

COMMENTS:

I, the undersigned employee, have read this evaluation and have participated in an evaluation conference. I am aware that this document shall be placed in my personnel file. I also understand that I may attach any comments I wish to make regarding this evaluation within five (5) working days of the date below.

Employee's Signature _____

Date _____

Supervisor's Signature _____

Date _____

Evaluation Filed by _____

Date _____

Employee's Comments Attached

_____ Yes

_____ No

NORWAYNE LOCAL SCHOOL DISTRICT

EVALUATION FORM

Name – _____ Position – School Counselor

Building – Norwayne Middle School School Year – _____

GENERAL DESCRIPTION:

Specific duties of the School Counselor shall include, but not be limited to, the following and shall be subject to annual review by the building principal, Superintendent and the Board of Education. It shall be the purpose of the duties provided below to provide a framework for the over-all evaluation process and is not meant to stifle the initiative of the person filling the position.

MINIMUM QUALIFICATIONS:

4. Meets all mandated health requirements (e.g., a negative tuberculosis test, etc.)
5. Documentation of a clear criminal record
6. Masters degree in education – administration and/or guidance and counseling

	<u>RATING SCALE</u>		
	HIGH	LOW	<u>NOTES OR COMMENTS</u>

The following duties are representative of performance expectations. A reasonable accommodation may be made to enable a qualified individual with a disability to perform essential functions.

RESPONSIBILITIES & ESSENTIAL FUNCTIONS:

1. Consults with staff to identify, plan, implement and evaluate counseling services.		1	2	3	4	5
2. Upholds board policies and follows administrative procedures.		1	2	3	4	5
3. Promotes a favorable image of the school district. Encourages community partnerships that enhance district programs and services.		1	2	3	4	5
4. Assists the principal with the development of the master schedule as directed.		1	2	3	4	5
5. Assists with the coordination of summer school programs when offered.		1	2	3	4	5

6.	Facilitates the transition process for students entering or leaving the school program.	1 2 3 4 5
7.	Provides student orientation and follow-up services.	1 2 3 4 5
8.	Provides information services to parents and students (e.g., testing procedures, program options, etc.) Helps students understand their personal responsibility for setting goals and achieving success.	1 2 3 4 5
9.	Oversees scheduling and record keeping processes. Helps students make suitable choices.	1 2 3 4 5
10.	Conducts counseling activities. Collaborates with teachers on students' career planning activities.	1 2 3 4 5
11.	Implements effective pupil management procedures. Maintains high standards and upholds the student conduct code.	1 2 3 4 5
12.	Works with building staff to develop and maintain a positive learning environment and stimulate student interest. Helps parents and students understand academic and behavioral objectives.	1 2 3 4 5
13.	Provides counseling, communicates high expectations and shows an active interest in student progress. Facilitates critical thinking, problem solving and creativity skills.	1 2 3 4 5
14.	Incorporates the effective use of available technology in record management and counseling activities. Upholds computer technology acceptable use policies.	1 2 3 4 5
15.	Helps students take full advantage of the learning environment (e.g., access and proximity to activities, use of adaptive equipment, etc.).	1 2 3 4 5
16.	Assists building administrators with the coordination of standardized and alternative testing programs test result interpretations and the identification and implementation of interventions for students experiencing learning difficulties.	1 2 3 4 5
17.	Facilitates school enrollment/withdraw procedures.	1 2 3 4 5

18.	Maintains career information materials. Helps students explore college credit plus opportunities (e.g., college, university, technical and proprietary schools, military services, etc.).	1 2 3 4 5
19.	Maintains accurate records and submits reports on time.	1 2 3 4 5
20.	Respects personal privacy. Maintains the confidentiality of privileged information.	1 2 3 4 5
21.	Conducts group sessions as needed to address student concerns (e.g., conflict mediation, divorce, grief, personal behavior, etc.).	1 2 3 4 5
22.	Serves as a resource for drug prevention awareness and intervention activities.	1 2 3 4 5
23.	Helps staff address student concerns (e.g., excessive absences, at-risk behavior, mental/physical health, family/peer relations, etc.).	1 2 3 4 5
24.	Works with community services associated with students' programs (e.g., court systems, law enforcement, health care facilities, child welfare services, etc.).	1 2 3 4 5
25.	Schedules home and work site visits when necessary to support program goals.	1 2 3 4 5
26.	Takes precautions to ensure staff/student safety. Does not leave students unsupervised.	1 2 3 4 5
27.	Watches for student behavior that may indicate a problem (e.g., profanity, teasing, bullying, distress, etc.).	1 2 3 4 5
28.	Reports evidence of suspected child abuse as required by law.	1 2 3 4 5
29.	Participates in intervention assistance team (IAT) meetings. Works with team members to reach a consensus on a plan for students requiring assistance.	1 2 3 4 5
30.	Supports a full range of educational options. Helps staff resolve problems related to the participation of students with disabilities in appropriate peer group activities.	1 2 3 4 5

- | | | |
|-----|--|-----------|
| 31. | Participates in parent conferences, open houses and other required school events and encourage student activities as time permits. | 1 2 3 4 5 |
| 32. | Participates in staff meetings and professional growth opportunities. | 1 2 3 4 5 |
| 33. | Accepts personal responsibility for decisions and conduct. | 1 2 3 4 5 |
| 34. | Strives to develop rapport and serve as a positive role model for others. | 1 2 3 4 5 |
| 35. | Performs other specific job-related duties as directed. | 1 2 3 4 5 |
| 36. | Plans his/her time so that matters concerning the instruction program receive priority. | 1 2 3 4 5 |

SPECIFIC FUNCTIONS:

- | | | |
|-----|--|-----------|
| 37. | Be responsible for maintaining and updating all student schedules. | 1 2 3 4 5 |
| 38. | Assist the principal in the development and annual review of the Student-Parent Handbook. | 1 2 3 4 5 |
| 39. | Be responsible for reviewing and publishing the Honor Roll for each nine weeks. | 1 2 3 4 5 |
| 40. | Serve as the designated person in charge of the middle school building in the principal's absence. | 1 2 3 4 5 |
| 41. | Assist in the scheduling of students. Follow board adopted policies (JEF-R) pertaining to the area of CCP options. | 1 2 3 4 5 |
| 42. | Coordinate all group testing in grades 6-8 and intervention assistance programming/scheduling. | 1 2 3 4 5 |
| 43. | Adequate notification of the outdoor education program provided to 6 th grade students and parents. | 1 2 3 4 5 |
| 44. | Coordinate and facilitate monthly/quarterly student recognition. | 1 2 3 4 5 |

COUNSELOR RESPONSIBILITIES:

45.	Counsel with students whose absentee rate doesn't meet student handbook requirements.	1 2 3 4 5
46.	Counsel with students who are referred by teachers because of acute academic difficulties/needs.	1 2 3 4 5
47.	Coordinate an orientation program about the middle school, which will be presented to incoming students and their parents.	1 2 3 4 5
48.	Coordinates and conducts the total counseling program. (e.g. Suicide prevention, Dating violence, Internet safety, and RSVP)	1 2 3 4 5
49.	Be responsible for developing and conducting a chemical awareness program. (e.g. T.I.).	1 2 3 4 5
50.	Serve as leader of building IAT (Intervention Assistance Team) as per County/State guidelines.	1 2 3 4 5

COMMUNITY, PROFESSIONAL AND STUDENT RELATIONS:

52.	Work with various community agencies for the betterment of students.	1 2 3 4 5
53.	Work with the elementary school principal and counselor in scheduling 6 th grade students for middle school. An 8 th grade student-parent information meeting should be conducted prior to actual scheduling.	1 2 3 4 5
54.	Except as the principal has a need to know, maintain confidentiality in all matters considered being of a private nature.	1 2 3 4 5
55.	Be available before and after school hours to confer with students, staff and parents.	1 2 3 4 5

ABILITIES REQUIRED:

The following characteristics and physical skills are important for the successful performance of assigned duties.

1.	Acts in accordance with the professional code of ethics.	1 2 3 4 5
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2.	Demonstrates professionalism and contributes to a positive work environment.	1 2 3 4 5
3.	Organizes tasks and manages time effectively.	1 2 3 4 5
4.	Skillfully manages individual, group and organizational interactions.	1 2 3 4 5
5.	Effectively uses verbal, nonverbal, writing and listening skills.	1 2 3 4 5
6.	Averts problem situations and intervenes to resolve conflicts.	1 2 3 4 5
7.	Exhibits consistency, resourcefulness and resilience.	1 2 3 4 5
8.	Exercises self-control and perseverance when dealing with students.	1 2 3 4 5
9.	Completes paperwork accurately. Verifies and correctly enters data.	1 2 3 4 5
10.	Maintains an acceptable attendance record and is punctual.	1 2 3 4 5
11.	Travels to meetings and work assignment.	1 2 3 4 5
12.	Under the direction of the principal: Plans work assignments, provides instructions and monitors assigned staff and volunteers. Promotes teamwork and helps staff as needed to successfully accomplish delegated duties.	1 2 3 4 5

WORKING CONDITIONS:

Exposure to the following situations may range from remote to frequent based on circumstances and factors that may not be predictable.

11. Duties may require lifting, carrying, and moving work-related supplies/equipment.
12. Duties may require operating and/or riding in a vehicle.
13. Duties may require performing repetitive tasks quickly.
14. Duties may require prolonged use of a computer keyboard and monitor.
15. Duties may require standing, reaching, bending, crouching and/or kneeling.
16. Duties may require working extended hours.
17. Duties may require working under time constraints to meet deadlines.
18. Potential for exposure to adverse weather conditions and temperature extremes.
19. Potential for exposure to blood-borne pathogens and communicable diseases.
20. Potential for interaction with disruptive and/or unruly individuals.

PERFORMANCE EVALUATION:

Job performance is evaluated according to the policy provisions adopted by the Norwayne Local School District Board of Education.

The Norwayne Local School District Board of Education is an equal opportunity employer offering employment without regard to race, color, religion, gender, national origin, age or disability.

This job description summary does not imply that these are the only duties to be performed. This job description is subject to change in response to funding variables, emerging technologies, improved operation procedures, productivity factors and unforeseen events.

COMMENTS:

I, the undersigned employee, have read this evaluation and have participated in an evaluation conference. I am aware that this document shall be placed in my personnel file. I also understand that I may attach any comments I wish to make regarding this evaluation within five (5) working days of the date below.

Employee's Signature _____

Date _____

Supervisor's Signature _____

Date _____

Evaluation Filed by _____

Date _____

Employee's Comments Attached

_____ Yes

_____ No

NORWAYNE LOCAL SCHOOL DISTRICT
EVALUATION FORM

Name – _____ Position – Guidance Counselor

Building – Norwayne High School School Year – _____

GENERAL DESCRIPTION:

Specific duties of the Guidance Counselor shall include, but not be limited to, the following and shall be subject to annual review by the building principal, Superintendent and the Board of Education. It shall be the purpose of the duties provided below to provide a framework for the over-all evaluation process and is not meant to stifle the initiative of the person filling the position.

MINIMUM QUALIFICATIONS:

- 7. Meets all mandated health requirements (e.g., a negative tuberculosis test, etc.)
- 8. Documentation of a clear criminal record
- 9. Masters degree in education – administration and/or guidance and counseling
- 10. Three years teaching experience

	<u>RATING SCALE</u>					
	<u>HIGH</u>	<u>LOW</u>				<u>NOTES OR COMMENTS</u>

The following duties are representative of performance expectations. A reasonable accommodation may be made to enable a qualified individual with a disability to perform essential functions.

RESPONSIBILITIES & ESSENTIAL FUNCTIONS:

1. Consults with staff to identify, plan, implement and evaluate guidance services.						
2. Upholds board policies and follows administrative procedures.						
3. Promotes a favorable image of the school district. Encourages community partnerships that enhance district programs and services.						

4.	Assists the principal with the development of the master schedule as directed.	1 2 3 4 5
<hr/>		
5.	Assists with the coordination of summer school programs when offered.	1 2 3 4 5
<hr/>		
6.	Facilitates the transition process for students entering or leaving the school program.	1 2 3 4 5
<hr/>		
7.	Provides student orientation and follow-up services.	1 2 3 4 5
<hr/>		
8.	Provides information services to parents and students (e.g., testing procedures, program options, graduation requirements, etc.) Helps students understand their personal responsibility for setting goals and achieving success.	1 2 3 4 5
<hr/>		
9.	Oversees scheduling and record keeping processes. Helps students make suitable choices to meet graduation requirements.	1 2 3 4 5
<hr/>		
10.	Conducts guidance activities. Collaborates with teachers on students' career planning activities. Helps students revise individual career plans (ICP). Oversees the development of student career passports.	1 2 3 4 5
<hr/>		
11.	Implements effective pupil management procedures. Maintains high standards and upholds the student conduct code.	1 2 3 4 5
<hr/>		
12.	Works with building staff to develop and maintain a positive learning environment and stimulate student interest. Helps parents and students understand academic and behavioral objectives.	1 2 3 4 5
<hr/>		
13.	Provides guidance, communicates high expectations and shows an active interest in student progress. Facilitates critical thinking, problem solving and creativity skills.	1 2 3 4 5
<hr/>		
14.	Incorporates the effective use of available technology in record management and guidance activities. Upholds computer technology acceptable use policies.	1 2 3 4 5
<hr/>		
15.	Helps students take full advantage of the learning environment (e.g., access and proximity to activities, use of adaptive equipment, etc.).	1 2 3 4 5

16.	Assists building administrators with the coordination of standardized and alternative testing programs test result interpretations and the identification and implementation of interventions for students experiencing learning difficulties.	1 2 3 4 5
17.	Serves as a liaison to the vocational school. Facilitates enrollment procedures.	1 2 3 4 5
18.	Maintains career information materials. Helps students explore post-secondary training opportunities (e.g., college, university, technical and proprietary schools, military services, etc.). Coordinates admission counselor/recruiter visits. Maintains up-to-date scholarship and financial aid information.	1 2 3 4 5
19.	Maintains accurate records and submits reports on time.	1 2 3 4 5
20.	Respects personal privacy. Maintains the confidentiality of privileged information.	1 2 3 4 5
21.	Conducts group sessions as needed to address student concerns (e.g., conflict mediation, divorce, grief, personal behavior, etc.).	1 2 3 4 5
22.	Serves as a resource for drug prevention awareness and intervention activities.	1 2 3 4 5
23.	Helps staff address student concerns (e.g., excessive absences, at-risk behavior, mental/physical health, family/peer relations, etc.).	1 2 3 4 5
24.	Works with community services associated with students' programs (e.g., court systems, law enforcement, health care facilities, child welfare services, etc.).	1 2 3 4 5
25.	Schedules home and work site visits when necessary to support program goals.	1 2 3 4 5
26.	Takes precautions to ensure staff/student safety. Does not leave students unsupervised.	1 2 3 4 5
27.	Watches for student behavior that may indicate a problem (e.g., profanity, teasing, bullying, distress, etc.).	1 2 3 4 5

28. Reports evidence of suspected child abuse as required by law. 1 2 3 4 5

29. Participates in intervention assistance team (IAT) meetings. Works with team members to reach a consensus on a plan for students requiring assistance. 1 2 3 4 5

30. Supports a full range of educational options. Helps staff resolve problems related to the participation of students with disabilities in appropriate peer group activities. 1 2 3 4 5

31. Participates in parent conferences, open houses and other required school events and encourage student activities as time permits. 1 2 3 4 5

32. Participates in staff meetings and professional growth opportunities. 1 2 3 4 5

33. Accepts personal responsibility for decisions and conduct. 1 2 3 4 5

34. Strives to develop rapport and serve as a positive role model for others. 1 2 3 4 5

35. Performs other specific job-related duties as directed. 1 2 3 4 5

36. Plans his/her time so that matters concerning the instruction program receive priority. 1 2 3 4 5

SPECIFIC FUNCTIONS:

37. Be responsible for maintaining and updating all student files. 1 2 3 4 5

38. Assist the principal in the development and annual review of the Student-Parent Handbook. 1 2 3 4 5

39. Be responsible for reviewing and publishing the Honor Roll for each nine weeks. 1 2 3 4 5

40. Serve as the designated person in charge of the high school building in the principal's absence. 1 2 3 4 5

41. Assist in the scheduling of students. Follow board adopted policies (JEF-R) pertaining to the area of post-secondary options. 1 2 3 4 5

42. Coordinate all group testing in grades 9-12 – proficiency testing and intervention assistance programming/scheduling. 1 2 3 4 5
-
43. Adequate notification and posting of college testing dates/ programs should be provided students and parents. 1 2 3 4 5
-
44. Coordinate and facilitate the annual Spring Honors Banquet. 1 2 3 4 5
-

GUIDANCE RESPONSIBILITIES:

45. Conduct a guidance program to include both college preparatory and an understanding of various needs and college selection and application needs in addition to career opportunities. Work with students, staff, parents and other educational or community agencies to coordinate/promote student’s college scholarships. 1 2 3 4 5
-
46. Counsel with students whose absentee rate is greater than six absences per nine-week period. 1 2 3 4 5
-
47. Counsel with students who are referred by teachers because of acute academic difficulties/needs. 1 2 3 4 5
-
48. Coordinate an orientation program about the high school, which will be presented to incoming students and their parents. 1 2 3 4 5
-
49. Assist the principal in conducting the total guidance program - serve as principal’s representative on IEP development/review. 1 2 3 4 5
-
50. Be responsible for developing and conducting a chemical awareness core team program. 1 2 3 4 5
-
51. Serve as leader of building IAT (Intervention Assistance Team) as per County/State guidelines. 1 2 3 4 5
-

COMMUNITY, PROFESSIONAL AND STUDENT RELATIONS:

52. Work with various community agencies for the betterment of students. 1 2 3 4 5
-
53. Work with the middle school principal and counselor in scheduling 8th grade students for their freshman year in high school. A student-parent information meeting should be conducted prior to actual scheduling. 1 2 3 4 5
-

54. Except as the principal has a need to know, maintain confidentiality in all matters considered being of a private nature. 1 2 3 4 5

55. Be available before and after school hours to confer with students, staff and parents. 1 2 3 4 5

ABILITIES REQUIRED:

The following characteristics and physical skills are important for the successful performance of assigned duties.

1. Acts in accordance with the professional code of ethics. 1 2 3 4 5

2. Demonstrates professionalism and contributes to a positive work environment. 1 2 3 4 5

3. Organizes tasks and manages time effectively. 1 2 3 4 5

4. Skillfully manages individual, group and organizational interactions. 1 2 3 4 5

5. Effectively uses verbal, nonverbal, writing and listening skills. 1 2 3 4 5

6. Averts problem situations and intervenes to resolve conflicts. 1 2 3 4 5

7. Exhibits consistency, resourcefulness and resilience. 1 2 3 4 5

8. Exercises self-control and perseverance when dealing with students. 1 2 3 4 5

9. Completes paperwork accurately. Verifies and correctly enters data. 1 2 3 4 5

10. Maintains an acceptable attendance record and is punctual. 1 2 3 4 5

11. Travels to meetings and work assignment. 1 2 3 4 5

12. Under the direction of the principal: Plans work assignments, provides instructions and monitors assigned staff and volunteers. Promotes teamwork and helps staff as needed to successfully accomplish delegated duties. 1 2 3 4 5

WORKING CONDITIONS:

Exposure to the following situations may range from remote to frequent based on circumstances and factors that may not be predictable.

21. Duties may require lifting, carrying, and moving work-related supplies/equipment.
22. Duties may require operating and/or riding in a vehicle.
23. Duties may require performing repetitive tasks quickly.
24. Duties may require prolonged use of a computer keyboard and monitor.
25. Duties may require standing, reaching, bending, crouching and/or kneeling.
26. Duties may require working extended hours.
27. Duties may require working under time constraints to meet deadlines.
28. Potential for exposure to adverse weather conditions and temperature extremes.
29. Potential for exposure to blood-borne pathogens and communicable diseases.
30. Potential for interaction with disruptive and/or unruly individuals.

PERFORMANCE EVALUATION:

Job performance is evaluated according to the policy provisions adopted by the Norwayne Local School District Board of Education.

The Norwayne Local School District Board of Education is an equal opportunity employer offering employment without regard to race, color, religion, gender, national origin, age or disability.

This job description summary does not imply that these are the only duties to be performed. This job description is subject to change in response to funding variables, emerging technologies, improved operation procedures, productivity factors and unforeseen events.

COMMENTS:

I, the undersigned employee, have read this evaluation and have participated in an evaluation conference. I am aware that this document shall be placed in my personnel file. I also understand that I may attach any comments I wish to make regarding this evaluation within five (5) working days of the date below.

Employee's Signature _____

Date _____

Supervisor's Signature _____

Date _____

Evaluation Filed by _____

Date _____

Employee's Comments Attached

Yes

No

**NORWAYNE LOCAL SCHOOLS
LEAVE FORM**

Name _____ School _____
 Social Security Number _____
 Date(s) of Leave: _____ Number of Days: _____

Please check one of the following:

- | | |
|---|---|
| <input type="checkbox"/> SICK LEAVE [Check reason for using Sick Leave] | <input type="checkbox"/> PERSONAL LEAVE [Check reason for Personal Leave] |
| ___ 1. Personal Illness or Injury
___ 2. Pregnancy
___ 3. Exposure to Contagious Disease
___ 4. Illness, Injury or Death in Immediate Family
_____ (relationship) | ___ 1. Personal Business
___ 2. Emergency of Immediate Nature
___ 3. Religious Holiday
___ 4. Compulsory Court Attendance
___ 5. Marriage in Immediate Family
___ 6. Death of a Close Friend or Relative
not Covered Under Sick Leave
___ 7. College Graduation
___ 8. Professional Improvement |

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

- | | |
|---|--|
| <input type="checkbox"/> EMERGENCY AND HAZARDOUS LEAVE | |
| <input type="checkbox"/> EXTENDED LEAVE [State Type] | _____ |
| <input type="checkbox"/> ASSOCIATION LEAVE [PRESIDENT'S SIGNATURE] | _____ |
| <input type="checkbox"/> ADJUDICATION LEAVE [Attach notice or subpoena] | <input type="checkbox"/> MILITARY LEAVE [Attach orders] |
| <input type="checkbox"/> ASSAULT LEAVE [Attach certificate] | <input type="checkbox"/> UNPAID SHORT-TERM LEAVE |
| <input type="checkbox"/> UNPAID CHILD CARE LEAVE [Attach certificate] | <input type="checkbox"/> VACATION LEAVE [Support Staff only] |

Employee Signature _____ Date _____

PROFESSIONAL LEAVE Is a substitute necessary? _____

REGISTRATION AND MEETING INFORMATION - [Please include a copy of the flyer for this meeting]

___ There is no registration fee for this meeting
 ___ I have paid the registration fee and will submit a receipt for reimbursement. Registration fee \$_____. If there is a registration fee, please attach who check should be made payable to. How do you anticipate incorporating the agenda of this meeting into your area of professional responsibility?

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

White - Employee's Copy Yellow - Principal's Copy (for attendance report) Pink - File Copy for Person Approving

<h1 style="margin: 0;">STUDENT BEHAVIOR REFERRAL</h1> <p style="margin: 0;">Norwayne High School 350 South Main Street Creston, OH 44217</p>	
STUDENT'S NAME	GRADE
TEACHER	ROOM
DATE	SECTION

INSTRUCTIONS

1. Teacher submits both copies to office as soon as possible or with pupil.
2. All appropriate information should be included.
3. Following administrative action, a copy of completed form will be returned.

TEACHER REPORT

Date of Offense _____ Time of Offense _____ Location of Offense _____

Description of Offense _____

Previous Incidents Involving Student _____

Corrective Efforts _____

ADMINISTRATIVE REPORT

Administrator _____ Date _____ Time _____

Action _____

NORWAYNE LOCAL SCHOOLS

HEALTH CARE PROVIDER'S CERTIFICATION FOR SERIOUS HEALTH CONDITION OF EMPLOYEE'S SPOUSE, CHILD, OR PARENT

To Health Care Provider: _____ (Employee) has applied for family or medical leave from the Norwayne Local School District. Please complete the information outlined below so that the Employee's eligibility can be determined.

I hereby certify that Employee is needed to care for his/her child/spouse/parent because such relative has a serious health condition.

This serious health condition began on _____ (Date) and will continue until _____ (Date). [Indicate whether actual _____ or estimated _____]

Please provide appropriate medical facts and indicate why Employee is needed to care for the relative: (attach separate sheet if necessary).

The Employee will have to care for his/her relative until _____ (Date). [Indicate whether actual _____ or estimated _____]

Health Care Provider (Please print or type.)

Return this form to:

Signature

Treasurer
Norwayne Board of Education
350 South Main Street
Creston, Ohio 44217

Telephone Number Date

**APPENDIX I
Time Sheet**

Norwayne Local School District
Time Sheet for Meetings Outside Workday

Instructions: Please complete biweekly and forward to the building principal.
Column G will be completed in the Treasurer's Office.

Employee Name: _____

Social Security Number: _____

Pay Period: _____

A	B	C		D	Lunch	E		F	G
		A.M.				P.M.			
Day	Date	Time In	Time Out			Time In	Time Out		Total Time
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Total Minutes									

Treasurer's Office Use – Wage Calculation - Teachers

	BS	150 HRS	MA	MA+20
Index	1.00	1.02	1.04	1.06
Hourly Rate				
Total Days				
Total Hours				
Total Wages				

Employee Signature

Treasurer's Office Use – Wage Calculation – I/SGI

Total Hours	X	Hourly Rate	Total Wages
	X	\$25	
Total Days	X	Daily Rate	Total Wages

Building Principal Signature

CENTER FOR THE TEACHING PROFESSION

M. Master Teacher Program Requirements at a Glance

District Responsibilities:

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

Local Committee Responsibilities:

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

Teacher Responsibilities:

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

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

<http://esb.ode.state.oh.us/> or

www.ode.state.oh.us, search keywords: *Master Teacher*

Master Teacher Program Overview

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

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

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

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

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

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

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

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

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

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

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

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

[I – EMIS Reporting Form \(PDF\)](#)

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

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

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

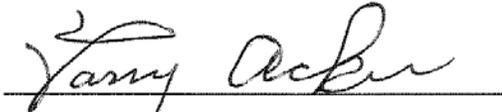
[M – Master Teacher At a Glance \(PDF\) \(program requirements\)](#)

**MEMORANDUM OF UNDERSTANDING RELATED TO MID-YEAR
BUILDING MOVE (K-4)**

The parties to this Memorandum of Understanding (“MOU”), the North Central Local School District Board of Education (“Board”) and North Central Local Education Association (“Association”), agree as follows in anticipation of the mid-year building move impacting K-4 teachers:

1. August 20, 2009 will be a full day for K-4 teachers, with the first half of the day being convocation and the second half being a work day.
2. August 21, 2009 will be a non work day for K-4 teachers.
3. January 4, 2010 will be a nonstudent day for K-4 students, allowing the K-4 teachers a day to set up their classrooms in the new building.
4. June 8, 2010, the last teacher workday for K-4 teachers, will be a half day.

On behalf of the Board



6/11/09
Date

On behalf of the Association



6/11/09
Date

