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MASTER AGREEMENT

BETWEEN

ROSSFORD EXEMPTED VILLAGE SCHOOLS
BOARD OF EDUCATION

AND

ROSSFORD ASSOCIATION OF CLASSROOM TEACHERS

EFFECTIVE

SEPTEMBER 1, 2016– AUGUST 31, 2019

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ARTICLE 1. PROFESSIONAL NEGOTIATIONS AGREEMENT

A. Preamble

It is the purpose of this document to establish the relationship between the Rossford Board of Education and the Rossford Association of Classroom Teachers, and to set forth an orderly procedure for the consideration and resolution of matters of mutual concern.

B. Recognition

The Board recognizes the Rossford Association of Classroom Teachers OEA/NEA, as the exclusive bargaining representative of all full and part-time teachers and tutors who are certificated or licensed by the Ohio Department of Education, excluding as defined in ORC[1] 4117.01 confidential employees, management level employees, employees who act in a fiduciary capacity, supervisors, students, seasonal and casual employees, non-professional employees, guards as defined in ORC 4117.06(D)(2) and substitute teachers of less than sixty (60) days employment in the district in the same position.

C. Scope of Negotiations

The parties agree to bargain wages, hours, terms and conditions of employment as well as additions to, deletions from, and modifications of the Agreement consistent with provisions of ORC 4117.

D. Procedures and Impasse Resolutions

1. If agreement is not reached on matters being negotiated through interest Based Bargaining, either party may declare impasse at any time and request that an impartial mediator be appointed through The Federal Mediation and Conciliation Services. If both parties mutually agree to have additional bargaining meetings while waiting for FMCS mediation, nothing precludes the parties from doing so.

2. The Mediator shall have the right to schedule meetings with the negotiating parties in efforts to seeking a resolution to the disagreement(s).

3. If the parties do not reach agreement and the existing agreement has expired, the Association may exercise its right to strike by serving the

[1] Ohio Revised Code. Available at http://codes.ohio.gov/.

Board and the State Employment Relations Board with notice of its intent to do so, at least ten (10) days prior to such action. Mediation may continue following the expiration of the agreement with the mutual consent of the parties.

4. Pursuant to Section 4117.14(C) and 4117.14(E) of the Revised Code, the parties have established this mutually agreed upon dispute resolution procedure which supersedes the procedures listed in Section 4117.14(C)(2) – (6) and any other procedures to the contrary. This article does not diminish or preclude the Association rights under Section 4117(D)(2).

E. Interim Bargaining/Positive Trust

Should either party seek a clarification and/or change in terms and conditions of employment or actions on other items of concern, the parties will convene the Labor/Management Committee and use Interest Based Bargaining methods to reach an agreement. The majority of members from each party will have experience in the I.B.B. process. The rules used in bargaining the current contract will apply to use of I.B.B. by LMC.

Should the board try to change conditions of employment the grievance process may be used.

F. Contrary to Law

Except as specifically set forth herein, if any provision of this Agreement between the Board and the Rossford Association of Classroom Teachers shall be found contrary to law, then such provision or application shall be deemed to be invalid except to the extent permitted by law, but all other provisions or applications shall continue in full force.

G. Final Form

Upon ratification of the Agreement by both parties, the Agreement shall be duplicated with a table of contents, including all appendices, in electronic form by the Board of Education at their expense and distributed to all certified personnel.

H. Strike Prohibition

During the term of this Agreement, the Association does hereby agree that it or any persons acting on its behalf will not participate in, approve, or consent to a strike, slowdown, or the withholding of services from the Board of Education by the teachers.

I. Complete Agreement

This contract contains the full and complete agreement between the Rossford Board of Education and the Rossford Association of Classroom Teachers on all negotiable issues and neither party shall be required during the term thereof to negotiate upon any issue whether it is covered or not covered in this contract, unless otherwise mutually agreed.

J. Management Rights

The Association recognizes that except as herein clearly and explicitly limited by express terms of this Agreement, or state and/or federal law, the rights of the Board and administration in all respects to manage the entire operation of all phases of the school system including, but not limited to, the right to hire, fire, promote, demote, suspend, discharge, discipline, for just cause, in any form, make and enforce rules and regulations, establish and modify working hours, plan, establish, combine or abolish jobs or operations, transfer employees, shall be the sole and exclusive prerogative of the Board and administration.

Any and all rights, powers, and authority the Board and administration had prior to entering into this Agreement with the Association are retained exclusively by the Board and administration except as expressly abridged, delegated, granted, or modified by this Agreement and state and/or federal law.

K. Supplemental Contract Committee

The index percentage in Appendix C shall be reviewed, prior to commencement of negotiations. The Supplemental Contract Committee shall be composed of three (3) representatives designated by the RACT President and three (3) representatives designated by the Superintendent. The Committee shall recommend any changes necessary to maintain equity and adequate compensation in Appendix C. The Committee's recommendations shall be made to both negotiating teams prior to negotiations, when possible. If the position is not included in Appendix C, and if there is no majority recommendation by the Supplemental Contract Committee, the Superintendent shall make such recommendation to the Board as he/she deems proper.

L. No Discrimination in Administration

Neither the Association nor the Board shall discriminate against any member of the bargaining unit in the administration of this Agreement.

M. Labor/Management Committee

The Board and the Association agree to form a labor management relations committee to meet at least three (3) times each school year during the school day to discuss the concerns of either the Association or the Board. The parties may schedule a fourth meeting by mutual agreement. The committee will consist of not more than 7 (seven) members from each party. Each party will select at least one (1) representative from each school in the district. All meeting arrangements will be made by mutual consent. The parties agree that issues raised concerning building level and district level committees during negotiations for this Agreement would be referred to the Labor/Management Committee for resolution.

ARTICLE 2. GRIEVANCE PROCEDURE

A. Introduction - Purpose

This grievance procedure is intended to establish an orderly process of resolving differences which may occur between the Board of Education or the administration and the professional staff.

The purpose of the grievance procedure is to secure, at the lowest possible administrative level equitable solutions to grievances which may arise from time to time. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

B. Definition

1. A grievance is defined as a claim by a teacher or R.A.C.T. [hereinafter called the grievant] that there has been a violation, misinterpretation or misapplication of any provision of this negotiation agreement.

2. Days shall mean calendar days with the exception of Saturdays, Sundays and legal holidays.

C. Rights of the Grievant

1. A grievant may appear on his own behalf or may be represented and/or accompanied by a representative of the Association. A grievant has the right to present a grievance and have it adjusted without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this agreement and as long as the Association has the opportunity to be present at the adjustment.

2. The fact that an employee files a grievance shall not be recorded in his personnel file or in any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for re-employment or recommendation for other employment; nor shall the grievant or his representative be the subject of reprisals or discrimination for having followed this grievance procedure.

D. Time Limits

1. The number of days indicated at each step is considered a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest. When it is physically impossible for a grievant or for an administrator to meet the time limits, then the time limits shall be extended.

2. If the employee does not file a grievance within thirty (30) days after he knew or should have known of the act or conditions on which the grievance is based, then the grievance shall be considered waived.

3. If a decision on a grievance is not appealed within the time limits specified at any step of the procedure, the grievance will be deemed settled on the basis of the disposition at the last step and further appeal shall be barred.

4. Failure of the administration to notify the grievant of the decision within the specified time limits shall permit the grievant to proceed to the next step.

5. A grievance submitted after May 15 shall be processed at a time mutually agreeable to the parties in interest, but no later than the beginning of the next school year. Where a hardship may occur, the grievance shall be processed as soon as practicable.

E. Advancement

By mutual agreement, a grievance can be advanced to the next step in the grievance procedure.

F. Informal Procedure

In the event that the grievant believes there is a basis for a grievance, he/she shall first discuss, when possible, the alleged grievance with his/her principal. Said discussions may be held confidentially and personally by the grievant.

G. Formal Procedure

<u>Step I</u>

If a grievance is not resolved within five (5) days of the informal meeting, the grievant shall present his formal claim by submitting his grievance in writing using Form A. One copy shall go to the Grievance Committee of his Association and two other copies to the Superintendent who, in turn, will present one of the copies to the supervisor involved. Three (3) days after receipt of Form A the immediate supervisor involved shall meet with the grievant and/or his representative in an effort to resolve the grievance. Three (3) days after such meeting the supervisor shall indicate his disposition in writing using Form B. This disposition shall be submitted in triplicate: One copy going to the grievant, one to the Chairman of the Grievance Committee of his Association, and one to the Superintendent.

Step II

If the grievant is not satisfied with the disposition at Step I, or if no disposition has been made within the above time limits, the grievant shall complete Form C within five (5) days of the disposition and submit one copy to the Superintendent and one copy to the Chairman of the Grievance Committee of his Association. The Superintendent shall meet with the grievant and/or his/her representative and indicate in writing on Form D his/her disposition of the grievance within five (5) days of the receipt of Form C.

Step III

If the Association is not satisfied with the disposition at Step II, or if no disposition has been received within the time limits, the Association may within fifteen (15) days submit the grievance to binding arbitration by giving written notification to the Superintendent and requesting a list of seven (7) qualified arbitrators from the American Arbitration Association whose voluntary labor arbitration rules then shall govern except that the arbitrator shall be selected by the alternate strike method. The parties will also alternate who strikes first in this process.

The decision of the arbitrator shall be final and binding on all parties of interest.

The arbitrator shall have no power to alter, add to, or subtract from the items of this negotiated agreement, nor make an award contrary to law.

The fees and expenses of the A.A.A., the meeting room, the court reporter and the arbitrator shall be shared equally by the Board and the Association.

ARTICLE 3. COMPLAINTS AGAINST PROFESSIONAL STAFF MEMBERS

A complaint is a negative reference about a staff member's personal or professional performance while fulfilling contractual duties, made by a parent or other member of the community, and shall be handled using the following procedure.

A. All complaints received by an administrator or Board member shall be referred by the building administrator to the teacher(s) involved within two (2) working days. The building administrator shall indicate, in writing, on the appropriate form (Appendix E), the nature of the complaint.

B. The teacher(s) shall contact the complainant with an administrator if the teacher or the administrator elects, in an attempt to resolve the complaint. The teacher shall then report the results of the contact back to the building administrator on the appropriate form (Appendix E). The teacher(s) shall have two (2) working days after receiving the complaint from the building administrator to report back to the building administrator.

C. If an administrator contacts the complainant under paragraph (B) with the teacher, this paragraph (C) does not apply and the completed Appendix E shall contain a summary of the meeting along with the other required information. If this does not resolve the complaint, the building administrator will reduce the complaint to writing on the appropriate form (Appendix F). The complainant and teacher(s) shall meet with the building administrator at a mutually convenient time. At the end of this meeting, a summary of this meeting shall be written by the building administrator on the appropriate form (Appendix F), and signed by the teacher, complainant, and building administrator. A copy of this summary shall be given to the teacher(s) and to the complainant.

D. If this complaint is not resolved at that level, copies of all written complaints and responses will be forwarded to the Superintendent or his/her designee. The complainant, teacher(s), and building administrator will then meet with the Superintendent or his/her designee at a mutually convenient time. The Superintendent or his/her designee shall make written disposition of this complaint within five (5) working days of the hearing. Copies will be given to all parties involved.

E. If it is not resolved at that level, the complaint may be appealed to the Board.

F. If complaints are placed in a staff member's file, said member shall have the right to rebuttal and shall receive a dated copy of all such insertions in said file immediately.

G. The professional staff member shall have the right to a representative of his/her choosing at each step of this procedure, beginning with C above (or beginning with B above if an administrator attends the contact with the complainant and teacher).

H. Any complaint that is not processed pursuant to provisions of this complaint procedure will be expunged from the staff member's file.

I. Complaints received from students will be resolved by the teacher and the building principal and will not be subject to the complaint procedure.

J. Complaints involving criminal conduct will not be subject to the complaint procedure.

ARTICLE 4. DISMISSAL

A. Termination

1. Termination shall be defined as the dismissal of any member of the bargaining unit prior to the expiration of his/her limited contract or dismissal of any member of the bargaining unit who is on a continuing contract.

2. Termination proceedings shall be held in accordance with applicable statutes as outlined in the Ohio Revised Code. Notwithstanding any other provision of this agreement, the grievance procedure cannot be used in disputes over termination.

B. Non-Renewal

1. Non-renewal shall be defined as the dismissal of any member of the bargaining unit at the expiration of his/her limited contract.

2. No teacher may be non-renewed unless and until all of the following procedures have been implemented:

   a. At least one (1) evaluation has been conducted (See Article 11) during the year in which the decision to non-renew is made. The Board shall require at least three formal observations of each teacher who is under consideration for nonrenewal and with whom the Board has entered into a limited contract or an extended limited contract.

b. The Superintendent shall notify the teacher of his/her intention to recommend nonrenewal prior to the board meeting where action will be recommended.

c. Notice of non-renewal must include written reasons for non-renewal and must be received prior to June 1.

d. Upon notification of non-renewal, a teacher is entitled to a meeting with the superintendent to review the reasons for non-renewal.

e. Alleged violations of the non-renewal procedure may be grieved. A teacher is entitled to association representation at any step of the non-renewal procedure.

f. This procedure supersedes the non-renewal protections provided in ORC 3319.11.

C. Criminal Records Check

Employees may be conditionally employed pending the completion of the state mandated criminal records check under provisions of O.R.C. 3319.39. These employees will have all the rights and benefits guaranteed under provisions of the master agreement except they may be dismissed without recourse or remedy under this master agreement should a criminal records check reveal that they are disqualified to teach in a public school in accordance with O.R.C. 3319.39. This provision of the master agreement shall not interfere with the individual rights of these employees to due process in a court of law or before any state agency.

ARTICLE 5. REDUCTION IN FORCE

A. When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, financial need, or by reason of suspension of schools or territorial changes affecting the district, the Board of Education decides that it will be necessary to reduce the number of teachers; it may make a reasonable reduction. In making such reduction, the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to teachers on continuing contracts. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations. Teachers whose continuing contracts are suspended, shall have the right of restoration to continuing service status when teaching positions become vacant or are created for which any of such teachers are or become qualified.

1. A restoration list of tenured teachers shall be kept for two (2) years by a designee of the Rossford Board of Education. Teachers must furnish and keep current a mailing address where they may be reached. Teachers on continuing contracts who are suspended shall be restored to service status when vacancies occur for which they are certified. Seniority shall not be the basis for rehiring a teacher, except when making a decision between teachers who have comparable evaluations. Seniority means total number of years of continuous employment in the Rossford Schools including service on approved leaves of absence.

2. The beginning date for accumulation of seniority shall be the date shown in the minutes of the Board of Education that the teacher was employed. If two or more are employed on the same date, the seniority shall be determined by date of application, then by letter of intent, and finally, by lot with representation by both sides.

3. The teacher must respond to the offer within seven (7) days of receiving an offer of restoration.

4. Failure to respond or to accept an offered position may result in removal of the teacher's name from the list and no further right to restoration shall exist.

5. A return receipt of Certified Mail shall be conclusive evidence that an offer has been tendered. This statement does not prevent offers or notifications from being made in other ways.

6. Teachers on limited contracts shall be suspended and restored according to the foregoing plan after teachers on continuing contracts are considered.

ARTICLE 6. TEACHER RIGHTS - AGENCY SHOP

A. Payroll Deduction of Fair Share Fee

1. The Employer shall deduct from the pay of employees who elect not to become or remain members of R.A.C.T. a fair share fee for the Association's representation of such non-members during the term of this Agreement. 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

Notice of the amount of the annual fair share fee, which shall not be more than one hundred percent (100%) of the unified dues of the Association, shall be transmitted by the Association to the Employer on or about September 15 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

a. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall begin at the second payroll period in January except that no fair share fee deductions shall be made for employees employed after December 31 until the second paycheck, which period shall be the required fair share fee probationary period of new employees.

b. Termination of Membership During the Membership Year

The Employer shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

4. Transmittal of Deductions

The Employer shall accompany each such transmittal with a list of names of the employees for whom all such fair share fee deductions were 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(C) of the Ohio Revised Code and that a procedure for challenging the amount of the representation fee has been established and will be given to each employee who does not join the Association and that such procedure and notice shall be in compliance with all applicable state and federal laws and the Constitutions of the United States and the State of Ohio.

6. Entitlement to Rebate

Upon timely demand, non-members may apply to the Association for an advance reduction/rebate of the fair share fee pursuant to the internal procedure adopted by the Association.

7. Indemnification of Employer

The Association agrees to indemnify the Employer for all cost of liability incurred as a result of the implementation and enforcement of this provision provided that:

a. The Employer shall give the Association a ten (10) day written notice of any claim made or action filed against the Employer by a non-member for which indemnification may be claimed;

b. The Association reserves the right to designate counsel to represent and defend the Employer. However, this provision shall not prevent the Employer from employing its own counsel [at its own expense] to assist in such representation. Furthermore, the Association agrees that the counsel it designates to represent the Employer shall accept and act upon the Board's reasonable instructions and recognize his/her primary obligation to his/her client. In no event shall the Association impose such representation upon the Employer as will create or foster a conflict of interests;

c. The Employer shall give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding;

d. The Employer shall permit the Association and/or its affiliates to intervene as a party;

e. The Employer shall not oppose application by the Association and/or its affiliates to intervene as amicus curiae;

f. The Board must act in good faith compliance with the fair share fee provision of this Agreement. Indemnification shall not be required if the Board intentionally or willfully fails [except pursuant to court order] to fulfill its obligations herein.

B. Health and Safety

All certificated staff shall report unsafe working conditions to their immediate supervisor immediately upon the identification of said conditions. The Administration shall take reasonable steps necessary to correct such

conditions. It is also agreed that employees are responsible to cooperate with all aspects of the safety and health program, including compliance with all rules and regulations, and for continuously practicing safety while performing their duties. Board policy prohibits the use of tobacco by anyone in school buildings, on school grounds, in school vehicles, or at any school-related event.

Upon request by an employee, the Board will make available referral to a no smoking program selected by the school district at no cost to the employee, or selected and paid for by the employee.

C. Medications and Nursing Services

No regular classroom teacher will be required to administer medications or provide nursing services to special needs students. Regular classroom teachers may opt to administer medications and provide nursing services to special needs students only after they have been trained by a certified health care training professional.

D. Special Education

Yearly information and update meetings on the use of assistance teams will be held to deal with implementation and revision of IEP's and Special Education Laws. The yearly informational update will be arranged by the administrative staff.

E. Discipline

The LMC Committee will annually review the district's discipline/consequence policy and make it uniformly applied in all schools within the district.

F. Professional Support

Professional support will be provided for RACT members through a Mentor Program and a Peer Assistance Program.

1. Mentor Program - General

   A mentor will be assigned to a Resident Educator who is within the first four (4) years of a teaching career. The fourth year mentor will only be assigned if needed to comply with ODE requirements. A mentor will be offered to personnel with experience but new to the Rossford School District.

Observations and feedback given by mentoring teachers are non-evaluative and will not become a part of any teacher file or teacher evaluation.

The mentor will be compensated 3% of the base for the first year, 2% for the second year, 2% for the third year, and 1% for the fourth year, if needed (pro-rated as necessary).

The purpose of the Mentor Program is:

a. To improve teaching performance.

b. To increase the retention of promising beginning teachers.

c. To promote the personal and professional well-being of beginning teachers.

d. To satisfy mandated requirements related to the Resident Educator Program.

e. To help lead teachers toward being fully actualized teaching professionals.

f. To complete required documentation

1. Weekly time sheet which includes time spent, topics covered and signatures of both mentor and intern.

2. Use state-designed and/or approved formative assessment tools, protocols and processes
   - Resident Educator Self-Assessment
   - Analysis of Student Learning
   - Mentor Observation of Resident Educators
   - Professional Goal Setting
   - Collaborative Log

3. Document Resident Educator's on-going progress
   - Mid-year goal review
   - Annual formative progress review with program coordinator and Resident Educator
   - Verify completion of program on license application in year four (4)

2. Peer Assistance Program

An experienced teacher beyond the first year of teaching who is encountering teaching problems or seeks to improve his or her teaching skills, may request or an administrator may offer to be assigned a consulting teacher.

All parties (teacher/administrator/consulting teacher) will agree to participation in this program.

Peer Assistance does not apply to a teacher in the Mentor Program. The building administrator will notify the RACT building representative of a teacher's participation in this program.

Observations and feedback given by consulting teachers are non-evaluative and will not become a part of any teacher file or teacher evaluation.

The consulting teacher will be compensated 3% of the base (pro-rated as necessary).

Release time will be made available for the consulting teacher to conduct observations and it is up to administration to make arrangements to cover the consulting teacher's class or assignment.

3. Mentor Selection

To qualify for consideration, mentor candidates must:

1. Meet all of the following qualifications:
   - Five-year Professional License or two-year Provisional License that has been renewed two or more times;
   - Five years of teaching experience; and
   - Recent classroom experience within the last five years

2. Be selected by district or school to attend state-sponsored mentor training.

3. Successfully complete state-sponsored mentor training.
   - Criteria from Ohio Department of Education Resident Educator Program

a. Bargaining Unit Member

b. Subject Area

c. Same Building

d. At least 5 years experience in the Rossford Schools

e. Seniority (See contract language in Article 9C)

f. Management Selection (if all else is equal)

G. LPDC

Membership of the committee shall consist of four (4) members of the Rossford Association of Classroom Teachers appointed by the President and three (3) district Administrators appointed by the Superintendent. All members of the RACT will be considered in this manner regardless of license. When consideration of an Administrative license takes place the Committee Administrators vote shall be doubled.

The terms of each member shall be as follows; RACT shall replace or re-appoint two (2) members each year. New members will be submitted to the Superintendent to be approved by the Board of Education. All teacher member terms shall be for two years.

The Committee will meet at least four (4) times per year, with additional meetings scheduled with approval by the Superintendent. The Committee shall establish its annual schedule. The meetings shall occur during the school day with release time (half day) provided as needed.

The Board of Education shall be responsible for backup plans and documentation generated by both the Committee and Licensee.

The Committee shall be responsible for establishing guidelines by which the Committee is to function. These guidelines should include the criteria that will be used to determine whether or not a professional development plan will be approved; procedures for assessing the extent to which a staff member's professional development plan has been accomplished and the procedure the Committee will use to hear appeals of its decision. The appeals procedure is contained in Appendix L of this Master Agreement.

The Superintendent or his/her designee shall report periodically to the Board on the operation of this important committee and on the progress staff members are making in fulfilling their professional development plans.

H. In-Service Training

1. Opportunities for professional growth will be provided through such means as the following:

a. Staff Development opportunities will be provided through one (1) in- service day and up to two (2) in-service days to the extent the one (1) organizational day is used for in-service.

b. Released time for visits to other classrooms and schools and for attendance at conferences, workshops and other professional meetings.

2. The Superintendent, or his/her designee, will have authority to approve released time for conferences and visitations, and reimbursements for expenses, provided such activities are within budget allocations for that purpose.

LMC will analyze in-service data and provide feedback for future planning.

I. Student Teaching

1. The Rossford Exempted Village Board of Education supports and encourages the participation of our school district in a program of student teaching with the Bowling Green State University, The University of Toledo, and other approved universities making formal request to the superintendent. The Superintendent of Schools will be responsible for establishing procedures for the smooth operation of the student teacher program in the school system. Such procedures will be available in the office of the Superintendent.

2. Payment for student teachers shall be made by the college or university directly to the District and the District shall pay the teacher.

J. Passes to School Events

Rossford Exempted Village School District will issue passes to all members of the bargaining unit. The pass will be valid only for the designated person and spouse/friend. The designated person must request the pass from the high school principal. Teachers are encouraged to volunteer their service at these school events in exchange for the passes.

K. Employment of Retirees

1. Where a teaching vacancy exists which the Board may fill at its discretion by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For the purposes of this Article, “Retiree” is an individual who has attained service retirement status with the State Teachers Retirement

System and is otherwise qualified by certification and background for public school teaching in Ohio.

2. A Retiree shall be placed at 5 years on the salary schedule or a step mutually agreed upon between the Retiree and the Board in the appropriate training column and thereafter may advance on the schedule on the same basis as other teachers. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.

3. A Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. The Retiree shall notify the Superintendent in writing by April 1 to request re-employment. The Board may continue the employment of a Retiree through offering a new one-year contract upon recommendation of the Superintendent by June 1. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a retiree with the Board. A Retiree is eligible for a supplemental contract only if no other bargaining unit member desires the position and then it is at the discretion of the Board. O.R.C. 3313.53 is superseded.

4. A Retiree shall accumulate and may use sick leave in accordance with Article 10 of the Negotiated Agreement, but shall not be entitled to severance pay under Article 12 of the Negotiated Agreement or under law upon conclusion of employment as a Retiree. A Retiree is not eligible to participate in the Sick Leave Bank. A Retiree shall be advanced 12.5 days of sick leave at the beginning of a one-year contract period without accumulation of additional days. For any additional sick days, a Retiree must use unpaid leave and provide appropriate documentation upon request.

5. For the purpose of Seniority and/or reduction-in-force, a teacher retiree shall earn seniority with the District beginning with his/her employment as a retired teacher. For those former teachers employed by the District as a retiree, a new status as a retired teacher shall be deemed to be a break in service for purposes of seniority.

6. All reemployed retirees are considered Bargaining Unit Members and are afforded all contractual rights not addressed in the above provisions. And will have to pay the same union fees as regular members.

ARTICLE 7. WORK DAY AND SCHOOL CALENDAR

A. Work Day

1. The professional working day in the Rossford Exempted Village Schools for secondary teachers shall consist of seven hours and twenty minutes. The elementary teachers' work day shall consist of seven hours and fifteen minutes. These times include a thirty-minute duty-free lunch period. Personal time adjustments may be made with the permission of the principal.

2. The parties agree, as long as the number of elementary specialists does not decrease, that the current practice concerning planning time will remain unchanged.

3. The district will comply with Ohio State Minimum Standards with regard to planning time. Reasonable efforts will be made to provide additional time above the minimum. To comply with Ohio Minimum Standards, one (1) additional ½ day aide is assigned to each elementary building to allow for planning time.

4. Part-time employees teaching three (3) periods in the secondary schools will receive one (1) paid planning period. Part-time employees teaching 220 minutes per day in elementary schools will spend no more than 195 minutes in instruction, supervision, or planning. Part-time teachers and the Board of Education will each pay 50% of all health insurance premiums. Part-time employees working in excess of the above limits will be considered full-time and entitled to full benefits accorded all full-time employees. With respect to paid planning time and paid lunch, this section does not apply to tutors.

   Part-time employees are those who are employed on a daily basis, but less than the full day, paid on the salary schedules in Appendix "B" on a pro-rata basis and do not include substitutes.

5. Tutor positions consisting of three (3) hours of daily contact with students, will (on a daily basis) receive thirty (30) minutes of paid planning time beyond the three (3) hours.

B. School Calendar

1. The Administration will call a meeting of the Labor Management Committee no later than March 31 for the purpose of developing a proposed school calendar for the following year.

2. a. Each year shall consist of 185 days of which one (1) day is for an organizational day as planned by the administration, one (1) day for first teacher work day, two (2) record days and one (1) in-service day or the equivalent of at least seven (7) hours of District-sponsored in-service.

   b. The second day prior to classes will be primarily for teacher preparation. Teachers, on a voluntary basis, may participate in other professional opportunities, if available. The Labor Management Committee may decide to take advantage of this time to meet, but such meeting would be no longer than sixty minutes.

   c. The Board will schedule one annual in-service day with input from staff.

3. Teachers shall not be required to report to school when school is cancelled for weather or other public calamity. If school is delayed, teachers will report consistent with the delay time. The Superintendent will determine when, how and whether work time for staff will be made up due to the closing of schools for weather or other public calamity after five (5) days.

C. Lesson Plans

All teachers will be required to prepare lesson plans. First year teachers only will be required to submit lesson plans weekly to building principals. Other teachers shall be required to submit lesson plans upon request for review by the principal, and more often when the teacher requires assistance with planning.

D. Class Size (Elementary)

Administration and teachers within each building will determine possibilities to reduce class size when class enrollment at grades K, 1, or 2 reaches twenty-five (25) students, or when class enrollment at grades 3, 4, 5, or 6 reaches twenty-nine (29) students. The placement of an additional new student shall be offered to the teacher with the most seniority at the given level.

Possibilities include:

- Hire additional teacher
- Hire tutors or equivalent (working toward education certification)
- Intra-district transfers of students
- Creative use of staff

- Additional financial compensation --$100.00 per week (not to be a permanent solution)

ARTICLE 8. CONTRACTS

A. Limited contract

Teachers' limited contracts will be issued for no longer than one (1) year. Teachers holding provisional certificates can be awarded a limited contract only. Limited contracts may also be used to employ those teachers holding professional or higher certificates who are not eligible for continuing contracts.

B. Continuing contract

A continuing contract shall only be granted to a teacher who meets the eligibility qualifications in R.C. 3319.08 and 3319.11 and who:

1. Has the required years of experience with the most recent school year counting as one (1) year if the teacher has been in paid status for at least one hundred and twenty (120) days before June 1 of that school year.

2. Has filed transcripts of the necessary course work with the Superintendent by March 1 of that school year. If the teacher has not completed the coursework by the time the teacher submits his/her January 1 written notice (see paragraph C below), the teacher must state in writing in that notice when the confirming transcripts should be available.

C. Tenure (RC 3319.11)

C. Tenure (RC 3319.11)

Under the statutes of Ohio, teachers may earn tenure. It shall be our policy to grant tenure when all requirements have been met and the Superintendent of schools makes the necessary recommendation. Any bargaining unit member who believes he or she may be eligible for tenure shall notify the Board by January 1 of the year that the Board will consider granting tenure. See Appendix H.

ARTICLE 9. VACANCIES AND TRANSFERS

A. Vacancies

All teaching and administrative openings will be posted in each building when they develop. Any job postings that occur during the summer months will be

communicated to all staff via REVSD email. In addition, any RACT member who submitted a written request for open transfer will be notified by phone and/or mailed a letter of any vacancy as it occurs. Teachers shall make their request for transfer to vacant positions within five (5) days of the posting and/or notice of such vacancy. Current employees who apply for a vacancy will be interviewed before the position is assigned.

B. Transfers

1. Voluntary

If any staff member desires a transfer without a notified vacancy existing, he/she will inform his/her building administrator and will then submit a written request for open transfer to the Superintendent of Schools on or before April 1 of the current school year.

A file of all such requested transfers will be kept in the office of the Superintendent. All transfer requests will be void at the beginning of each school year.

Teachers shall make their request for transfer to vacant positions within five (5) days of the posting and/or notice of such vacancy.

The following criteria will be used regarding certificated requests for transfer.

a. When the qualifications of more than one applicant are relatively equal, the order of priority in filling the vacancy will be:

(1) The applicant with the greatest seniority in the system.

(2) A member of the present teaching staff.

(3) A person not presently employed by the Board.

b. Additional factors when considering a voluntary transfer:

(1) In a team-teaching situation, should a vacancy occur, efficiency of the team will have first priority.

(2) Qualifications of the applicant for the particular vacancy. (i.e., training, specialized experience and certification.)

(3) No more than two transfers shall be required to be made in filling one vacancy.

(4) In the event a current employee is denied a transfer and the position is filled by a new hire, the Superintendent must provide a reason for said denial which is not arbitrary and capricious.

2. Involuntary Transfers

Involuntary transfer shall not be used to create a vacancy for a new hire.

Notice of an involuntary transfer or reassignment shall be given to teachers prior to June 1 preceding the school year in which the transfer is to take place, except in cases of emergency.

An involuntary transfer or reassignment will be made only after a meeting between the teacher involved and the Superintendent, at which time the teacher will be notified of the reason. The teacher may, at his/her option, have a representative of the R.A.C.T. present at such a meeting.

On a system-wide basis, any involuntary transfer involving more than one teacher will be communicated to the Association President prior to any such action.

No vacancy will be filled by means of an involuntary transfer if there is another qualified staff member willing to fill said position.

The administration in good faith shall attempt to avoid transferring a teacher involuntarily in consecutive school years (unless the transfer results from a building consolidation or closing or reorganization of grades or curriculum.)

C. Seniority

For purposes of this Article, Seniority shall be defined as the length of continuous employment within the school system. Leaves of absence count as continuous employment.

If two or more employees are employed on the same date, then seniority shall be determined by date of application, then by letter of intent and finally by lot with representation by both sides.

D. Joint Committee

In the event of a building closure or consolidation, the parties will form a joint committee of one administrator from each building and one teacher representative from each building to discuss and consider the impact of

management decisions to consolidate or close building(s) or reorganize grades or curriculum on the transfer of teachers. The superintendent and/or designee may be ad hoc member(s) of this committee.

ARTICLE 10. LEAVES

A. Assault Leave

Any employee who is absent from employment due to disability resulting from an unprovoked attack upon said employee which occurs in the course of said employee's employment with the Board of Education, shall be granted up to twenty (20) working days assault leave which shall not accumulate from year to year. During the assault leave, the employee shall be maintained on full pay status.

Assault leave will not be granted under this policy unless the employee in question: (1) signs a written statement justifying the granting and use of assault leave, on forms to be provided by the Board; (2) provides a certificate from a licensed physician stating the nature and probable duration of the disability and the necessity of absence from regular employment; and (3) agrees to testify and cooperate in the prosecution of any juvenile or criminal proceedings that may be brought against the one responsible for the assault.

Falsification of either the aforesaid signed statement or the physician's statement shall be grounds for suspension or termination of employment under Ohio Revised Code, Section 3319.16.

Assault leave provided hereunder shall not be charged against sick leave earned or earnable under Section 3319.141 of the Ohio Revised Code or leave granted under rules adopted by a Board of Education pursuant to Section 3319.08 of the Ohio Revised Code.

B. Professional Leave

1. On approval of the principal and the Superintendent of Schools, any employee may attend professional meetings. A total of two (2) teachers may attend any one particular meeting unless an exception to this policy is granted by the Superintendent and approved by the Board of Education.

2. Professional meeting, as used in this section, shall be defined in the following manner:

a. "A professional meeting is a meeting or conference or workshop related to the teacher's teaching assignment, extra curricular duties, or professional organization."

b. For purposes of Board-paid expenses, this definition does not include:

(1) Meetings attended by the employees at Board expense that do not directly relate to the present teaching or job assignment or an assignment for the following year.

(2) Conventions or meetings of the Rossford Association of Classroom Teachers, Ohio Education Association, or the National Education Association.

3. Procedures

a. Applications for attendance at professional meeting must be given to the Superintendent no later than the Friday before the monthly Board meeting.

b. Expenses for professional meeting attendance will include the following:

(1) Travel allowance per Article 12 (N) if travel is in a private car.

(2) If more than one person attends the same meeting, only one reimbursement will be made for the automobile.

(3) When commercial carrier is used, the person attending a professional meeting will be reimbursed for the actual fare expense upon receipt of travel vouchers accompanied by the proper reimbursement request.

(4) Cost of incidental expenses such as parking fees, taxi fares, and tolls will be fully reimbursed.

(5) Subject to the approval of the Superintendent, which shall not be unreasonably withheld, when the attendance at a meeting necessitates an overnight stay, lodging expenses will be paid. Hotel or motel receipts shall be presented to the Superintendent along with the reimbursement request. If spouse attends, occupancy lodging expenses will be paid for a single occupancy only.

(6) Subject to the approval of the Superintendent, which shall not be unreasonably withheld, expenses incurred for meals or banquets while attending a professional meeting will be reimbursed in full. An itemized expenditure account for meals should be included on the reimbursement request.

(7) Registration fees which include a provision for college credit will be paid but only the part covering the cost of the meeting and not for the part covering the cost of obtaining college credit. If these amounts are not shown separately, the applicant and Superintendent shall agree upon an amount before approval is granted.

(8) Ohio School law does not permit monetary advances for professional meeting attendance. Reimbursement will be made for expenses incurred when policy reimbursement procedures are completed and approved by the Superintendent.

(9) Athletic clinics or workshops will be permitted in accordance with procedures identified by the Athletic Council and approval by the Superintendent.

(10) Employees shall provide a written or verbal report of the professional meeting for which they received reimbursement to the department chairman or principal.

(11) Board financing of professional meeting expenses will be limited to the preceding regulations and the availability of funds. Effective September 1, 1990 a fund of $10,000 will be established for this purpose.

C. Personal Leave

At the beginning of each school year [July 1 - June 30] each employee shall be credited with three (3) personal leave days to be used for the employee's personal business. Unused personal leave shall not accumulate from one year to another. A personal leave day shall be used for business which cannot be conducted during other than school hours. Personal leave days may not be used for recreational purposes, outside employment, or work stoppages. An employee planning to take a personal leave day or days shall notify his or her immediate supervisor on the proper form. Notification shall be made at least three (3) days in advance except in case of emergency.

In accordance with this agreement, a personal leave day will not be taken the day before nor the day after a holiday except in case of emergencies, e.g. an auto accident, furnace break down, or frozen water pipes (also weddings of family members, graduations, or legal business which cannot be done outside of regular school hours and the scheduling of which is not under the control of the employee) which will be subject to approval of the Superintendent. Use of personal leave is discouraged during the standardized test weeks. Bargaining unit members cannot use more than one (1) personal leave day on/after May 1 unless approved by the Superintendent.

For purposes of accounting, one-half (½) day shall be charged against a teacher's personal leave days if the teacher is absent from his/her position for personal leave reasons for four or fewer class periods or four or fewer hours. One (1) day shall be charged against the teacher's personal leave days if the teacher is absent from his/her position for more than four class periods or more than four hours. Employee will receive the substitute rate for each unused personal day at the end of the school year.

D. Professional Committees

When approved by the Superintendent of Schools prior to the meeting, the Rossford Board of Education shall pay the cost of a substitute for absence due to attendance at professional meetings by Association officers which are financed by the Rossford Association of Classroom Teachers. The intent of this section is to pay for substitute costs made necessary by meetings which are at some distance from the Rossford District and not to pay substitute costs for meetings in or near the Rossford District. No more than (4) days per school year shall be approved for each officer of the Association.

E. Jury Duty/Court Appearances/Crisis Response

1. The Board of Education recognizes the civic responsibility of employees and, therefore, shall honor their call to serve on juries and appear in any proceedings of the State Employment Relations Board and as witnesses when subpoenaed in any court in any case other than one initiated by the employee.

    a. Such civic service must be verified by a letter from the clerk of courts, stating the days served and total amount of reimbursement for jury duty.

    b. Employees shall receive their normal pay from the Board for days of jury service but shall turn over their jury duty checks to the Treasurer. If an employee fails to turn over his/her jury duty check within thirty (30) calendar days of receipt thereof, the Treasurer may deduct the amount of the payment from any subsequent paycheck.

2. The Board of Education further recognizes that civic duties become very important in a humanitarian way. Therefore, the Board will honor an employee's call to serve through a State or National crisis organization that an employee belongs to provided it is an organization approved by the Superintendent.

   a. Such membership must be verified through membership documentation.

   b. Such on site service must be verified through a Crisis Response Coordinator. Verification must include name and phone number of the Crisis Coordinator.

   c. Employees shall receive their normal pay from the Board for days of service rendered. Any stipend received during deployment should be turned over to the Board within thirty (30) days. If the check is not turned over, the Board will deduct the amount from any subsequent paycheck.

   d. A limit of ten days will be granted per year, unless the Superintendent views more time is appropriate for individual situations related to a crisis situation.

   e. Employees will notify the Superintendent once the employee has joined a crisis organization that might involve deployment and time served away from the job.

   f. Deployment involving any branch of the Armed Forces or the National Guard is governed by Federal Law, which supersedes this contract language.

F. Sabbatical Leave

Sabbatical leave may be granted the members of the teaching staff in accordance with the following policy:

A Rossford school teacher who has completed five (5) years of service may, with the permission of the Board of Education and the Superintendent of Schools, be entitled to take a leave of absence with one-half (½) pay, for one or two semesters. The teacher shall present to the Superintendent for approval, a plan for professional growth prior to consideration for such leave, and at the conclusion of the leave provide evidence that the plan was followed. The teacher may be required to return to the district at the end of the leave for a period of one (1) year.

The Board of Education may not grant such a leave unless there is available a satisfactory substitute, nor grant such leaves for more than five (5) percent of the professional staff at any one time nor allow a half salary in excess of the difference between the substitute's pay and the teacher's expected salary, nor grant a leave to any teacher more than once for each five (5) years of service, nor grant a leave a second time to the same individual when other members of the staff have filed a request for such a leave.

G. Parental Leave

Parental leave for child care purposes, where no disability is involved, may be granted upon request for a period not to exceed two (2) successive years. Such leave may be granted whether the child is natural or adopted.

The request for such leave shall be submitted to the Superintendent in writing, shall state the date upon which the leave is to begin and the period of time for which such leave is requested. Unless waived by the Superintendent, such request shall be submitted at least six (6) weeks prior to the beginning of the requested leave.

Upon receiving such request, the Superintendent shall make his recommendation to the Board of Education and the Board shall act thereon. The Board may require that the termination of such leave coincide with the end of a school year or with the end of a semester.

Upon return to service at the expiration of such leave, the employee shall resume the contract status which he/she held prior to such leave and every effort shall be made to return the employee to the same or to a comparable position held prior to the leave.

H. Disability Leave

Disability leave for personal illness, surgery, injury, pregnancy, childbirth, or related medical conditions shall be granted without pay upon the written request of the employee.

The request for such leave shall be delivered to the Superintendent stating the period for which the leave is requested, and shall be accompanied by, or promptly followed by, a written statement from the employee's physician setting forth the reason for the requested leave and the probable duration of the disability.

In the event of pregnancy, surgery, or other condition where the employee has advance knowledge that the condition will probably result in a request for leave, in addition to the written request provided for above, advance, written notice of the condition shall be given to the Superintendent as promptly as

practicable and, in the case of pregnancy and childbirth, at least six (6) weeks before the anticipated date of the leave.

Leave shall initially be granted for a period not to exceed one (1) year, but for no longer than the period of disability. If the disability continues, the employee may make a written request for an additional leave and shall support such request with a second written statement from the physician as to medical condition of the employee and the probable period of disability. The total period of leave granted for disability shall not exceed two (2) successive school years.

Nothing herein shall preclude an employee from using all or a portion of the sick leave to which he/she is entitled prior to the commencement of a leave of absence for disability purposes as provided herein.

Prior to the return to employment, the employee shall furnish to the Superintendent a statement from the physician stating that the disability has terminated or will terminate on a date prior to the return to employment and that the employee is or will be able to perform all of the duties of the position.

Upon return to employment, the employee shall be assigned to the same or a comparable position.

I. Sick Leave

Employees' Cumulative Sick Leave Plan:

1. All accumulations of unused sick leave credits heretofore accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this plan. Accrued credits shall be allowed to employees transferring their employment from other boards of education or other political subdivisions in Ohio, provided said credits have been computed under the minimum requirements of the laws of the State of Ohio.

2. On reporting to duty, each new employee with no accumulated sick leave shall be credited with five (5) days sick leave as prescribed by Section 3319.141 of the Ohio Revised Code, except where such five (5) days extend the total days in which case, only such portion of this five (5) days shall be credited as is required to bring the total to give five (5) days for the first four (4) months. These five (5) days are construed as being concurrent with, but not in addition to, the 1-¼ days per month allowed under Section 3319.141 of the Ohio Revised Code. If an employee terminates or is terminated before the employee has earned the five (5) days and has used unearned sick leave days, the Board will deduct the amount for used unearned days from the final pay.

3. At the completion of the fifth (5th) month of service and the completion of each month of service thereafter, 1-¼ days of sick leave shall be credited to the sick leave account of the employee for the actual number of months of service rendered and for which the employee was paid. Sick leave used during the month, if any, shall be deducted.

4. The same monthly accrual of 1-¼ days per month shall continue during the use of the sick leave, provided the employee has not been officially separated from the present payroll.

5. Fifteen (15) days sick leave shall be credited annually as earned to each employee. This leave is effective the first day of employment as it is earned by each employee.

6. Effective September 1, 2000, the total unused portion of the annual sick leave allowance shall be permitted to accumulate to three hundred (300) days.

    a. No employee shall forfeit accumulated days during approved leaves of absence.

    b. Sick leave accumulated prior to a leave of absence shall be credited upon return.

    c. The same monthly accrual of 1-¼ days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.

7. Annual and accumulated sick leave shall be approved by the Superintendent or his/her designee for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury or death in the employee's immediate family. An employee may not use sick leave while on an unpaid approved leave of absence. All employees may use their accumulated sick leave allowance as of the first day of their employment year.

8. Emergencies [death's in one's family] for which sick leave may be used are as follows:

    a. Employees who have a death in the immediate family may be granted a five (5) work day absence with no deduction in pay. The immediate family is to be interpreted to mean father, mother, sister, brother, husband, wife, children, step-parent, step-child, mother-in-law or father-in-law, grandparents,

grandchildren, or a person living in the same household. Employees attending the funeral of a relative not in the immediate family and not living in the same household shall be allowed two (2) days with no deduction of pay. If the death of one of the above relatives occurs in another city, and if that city is more than 200 miles away, a total absence of not more than five (5) working days will be allowed with no deduction in pay. Legal holidays are not included as work days. Funeral time will be allowed only if the employee attends the funeral.

b. Paid emergency leave in excess of the limitations therein contained may be granted by the Superintendent.

9. An absence form shall be completed by the employee and submitted to the Superintendent immediately upon return to work after the emergency leave. If possible, prior verbal notification should be given to the employee's immediate supervisor.

10. Any employee who is absent because of injury or disease covered by worker's compensation, other than assault by a student, shall be permitted to deduct from annual and accumulated sick and emergency leave the difference between the allowance under Ohio Worker's Compensation Law and his/her regular salary.

11. If school is closed by the Superintendent pursuant to Article 7(B)(3) during a sick leave period, the employee will not be charged with a sick leave day.

12. Any employee whose personal illness extends beyond the termination of his/her accumulated sick leave shall, at his/her written request, be granted a leave of absence without pay for the duration of such illness, but not to exceed two (2) years.

13. Employees may secure the total number of days accumulated sick leave from the payroll clerk or by checking totals on the check stub.

14. The employee may appeal to the Board of Education in writing for special consideration for additional sick leave because of extreme hardship or in respect to past services.

15. Upon return from an absence covered by sick leave or personal leave, a Certification of Absence form must be signed by each employee. This form may be obtained from and filled out by the secretary in the employee's building and forwarded to the payroll clerk upon completion.

J. Sick Leave Bank

The Sick Leave Bank (SLB) may only be used for catastrophic injury, non elective surgery, or illness of the employee or immediate family member that causes extended absence from work. Days may not be received from the Bank for absences due to child birth (natural or cesarean section). Allotments will be limited to participating employees as determined by the SLB committee.

A maximum number of days that a person may borrow is forty (40) days.

1. General Procedures

   a. An application for an allotment from the Sick Leave Bank will be accepted only from those individuals who have contributed to the Bank.

      An application will be considered only after a member has used all of his/her accumulated sick days and available sick day advances. Allotment from the Sick Leave Bank will be made only for absences under a member's normal teaching contract. Allotments will not be made for absences in programs such as summer school, extended services, or any other part-time or second position held by a member with a full-time contract.

      Days may not be received from the Bank for absences due to disabilities which qualify the member for Workers Compensation personal benefits, unless the member has exhausted all such benefits and his/her own accumulated sick days.

      Days allotted from the Sick Leave Bank will be paid at 100% of the member's daily rate of pay.

   b. A doctor's statement is required with the application in order for the request to be considered. The committee may request a second medical opinion at any time, at the Board's cost and choice of physician.

      As a condition to such application, members agree in writing as follows: "I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB committee. All decisions of the SLB committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the SLB committee, the Rossford Association of Classroom Teachers, and the Rossford Schools."

An employee must make application for STRS disability during the first thirty (30) days of use of the sick leave bank. If an employee fails or refuses to make application for STRS disability within thirty (30) days from the date of first draw, they will lose the privilege of using the sick leave bank beyond the initial thirty (30) days. If application for STRS disability is denied, the employee shall continue to use the sick leave bank. This restriction may be waived by the SLB committee.

c. Allotments from the Sick Leave Bank shall commence on the fourth consecutive day of absence for which a member has no accumulated sick days, and shall be renewed, upon request from the member and approval of the SBC, each ten (10) day payroll period.

   The teacher who borrows days will pay back the days at the rate of 5 days per year. When the member accumulates 10 sick days, five will be returned to the bank once each year, until full repayment of days is made.

2. Enrollment shall be during the month of September of each school year. New teachers hired after the school year has commenced will have four (4) weeks to enroll.

   Unless 60% of the bargaining unit is enrolled by the initial enrollment deadline, the prospective members will have their donated days credited to their accumulated sick leave account and the bank will not be established.

   To enroll, a member shall contribute one (1) accumulated sick day to the Sick Leave Bank. Days contributed to the Sick Leave Bank are non-returnable.

   Enrollment in the Sick Leave Bank shall be continuous from year to year until a member withdraws. Withdrawals are accepted only during an enrollment period and only upon written notice by the member to the Sick Leave Bank Committee (SBC) of his/her intent to withdraw.

   Whenever the total number of available days in the Sick Leave Bank falls below fifteen (15), the SBC may require the Sick Leave Bank enrollees to donate up to one (1) additional day of their accumulated sick days to the Sick Leave Bank.

   Contributions to the Sick Leave Bank shall not count against a member's record of perfect attendance.

3. Sick Leave Bank Committee shall be composed as follows:

a. The Superintendent or his designee.
b. Three members appointed by the RACT President.

The SBC shall review and approve or deny all applications to the Sick Leave Bank. The SBC shall also determine the necessity for additional contributions to the Bank and shall notify Bank members of the need for said contributions.

The SBC shall be responsible for reporting data concerning the Sick Leave Bank to the Treasurer.

K. Family and Medical Leave Act of 1993

The parties agree to abide by the provisions of the federal Family and Medical Leave Act of 1993.

The Family Leave Act of 1993 shall not diminish the leave of absence rights and benefits under this agreement where it provides greater rights and benefits than the Family Leave Act. To the extent that the Family Leave Act mandates leave rights and benefits in excess of those provided in this agreement, those excess leave of absence rights and benefits shall be accorded to teachers eligible therefore under the act and regulations issued pursuant to it. Each party shall retain all rights accorded to them by the FMLA.

ARTICLE 11. EVALUATION

A. Evaluation Instrument

1. Teachers shall be evaluated in accordance with state law, Board policy and this Agreement.

2. Teachers who meet the following criteria will be evaluated in accordance with (D), below, Appendix D-1 and the Board's Ohio Teacher Evaluation System Standards-Based Teacher Evaluation Policy.

A. A teacher working under a license issued under Ohio Revised Code Sections R.C. 3319.22, 3319.26, 3319.222 or 3319.226 who spends at least fifty-percent (50%) of his/her time providing content-related student instruction; or
B. A teacher working under a permanent certificate issued under R.C. 3319.222 as existed prior to September 2003 who spends at

least fifty percent (50%) of his/her time providing content-related student instruction; or

C. A teacher working under a permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006 who spends at least fifty-percent (50%) of his/her time providing content-related student instruction; or

D. A teacher working under a permit issued under R.C. 3319.301 who spends at least fifty-percent (50%) of his/her time providing content-related student instruction.

3. Teachers who are not guidance counselors and who do not meet the definition set forth in (2) above shall be evaluated utilizing the instrument in D-2.

4. Guidance counselors shall be evaluated consistent with state law and Board policy. If the state creates a model evaluation instrument, such instrument shall become Appendix D-3, unless modified by the process set forth in (B)(3).

5. A. The building principal or another credentialed district employee is responsible for the evaluation.

B. Administrative Specialist may observe and share the information with the principal and will follow the same procedure.

C. A teacher shall be entitled to Association representation at any meeting during the evaluation cycle.

D. The teacher shall have the right to attach a written response to the evaluation.

B. Teacher Evaluation Committee

1. The Board authorizes the Superintendent to establish and maintain an ongoing Teacher Evaluation Committee, with continuing participation by District teachers. The committee shall be comprised of 5 administrators and 5 association members. The committee will meet annually to discuss changes in the law which may affect teacher evaluations.

2. If either party wishes to consider any change or revision to the evaluation policy, procedure or process, including the evaluation instrument, during the term of the agreement, it will discuss the matter with the Committee. If the discussion results in a recommendation by the Committee to change or revise the

evaluation procedure or process outlined in this Agreement during the term of the Agreement, then said recommendation shall be subject to ratification by the Board and Association.

3. The Committee shall make recommendations to the Superintendent before an evaluation instrument is changed. The Superintendent may accept the Committee's recommendation or reject it or send it back to the Committee for further work, in which case the status quo shall continue. The evaluation instrument form(s) shall be included as Appendix D to this Agreement provided, however, that if the evaluation form(s) is changed as a result of recommendations of the Committee and action of the Superintendent, the form attached in Appendix D will be void and the new form will prevail. The Committee shall conform the evaluation instruments to state law.

C. Student Learning Objective ("SLO") Approval and Committees.

1. SLOs will be submitted to the building principal according to the timeline presented in the district guidelines for approval.

2. Building principals shall review the SLOs for completeness and submit them to the SLO Committee for approval.

3. There will be two REVSD SLO Committees organized by grade levels. Teachers and specialists in the following categories will be appointed by the RACT.

4. The PreK-5 SLO Committee shall consist of:

   a. Two administrators designated by the Superintendent;
   b. Two PreK-2 teachers;
   c. Two grade 3-5 teachers;
   d. One specials teacher;
   e. One math and/or reading specialist;
   f. One special education teacher.

5. The Grade 6-12 SLO Committee shall consist of:

   a. Two administrators designated by the Superintendent;
   b. One teacher from each core content area;
   c. One specials teacher; and
   d. One special education teacher.

6. Teacher committee members shall serve a minimum of two years unless they leave the district or are unable to serve due to unforeseen circumstances.

7. SLO Committees shall be jointly chaired by an administrator and association member. Committee members shall receive training in student growth measures including SLOs. All decisions will be reached by consensus. In the event consensus cannot be reached after reasonable efforts, the Superintendent shall make the final decision in compliance with state law and after consideration of input from the committee chairs.

8. Unapproved SLOs will be returned to the teacher with recommendations for improvement. The teacher will correct the SLO and resubmit within 5 working days. Revised SLOs will be reviewed by both committee chairs and approved or returned for additional revisions.

D. Ohio Teacher Evaluation System

1. Definitions

a. **eTPES:** Ohio Teacher and Principal Evaluation System. The method used by the District to electronically report to the Ohio Department of Education (ODE) aggregate final, summative teacher evaluation ratings.
b. **Evaluation Cycle:** The period of time for the completion of the evaluation procedure.
c. **Evaluation Instrument:** The process and forms used by the teacher evaluator. The instrument is located in Appendix D-1.
d. **Evaluator:** The building principal or another credentialed district employee is responsible for the evaluation. The evaluator shall not be a bargaining unit member.
e. **Shared Attribution:** A student growth measure that can be attributed to a group.
f. **Student Growth Measure (SGM):** A tool or assessment that is used to measure or determine student academic growth. The SGM is based on value-added scores, assessments from ODE's list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLOs). SGM will count as 50% of a teacher's final evaluation rating which are reported as: most effective, above average, average, approaching average and least effective.
g. **Student Learning Objective (SLO):** A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.

2. Evaluation Cycles

a. A continuing contract teacher who receives a rating of "Accomplished" on his/her most recent evaluation shall be evaluated once every three (3) school years, as long as the teacher's Student Growth Measure for the most recent school year, for which data is available, is rated average or higher, as determined by ODE.

b. A continuing contract teacher who receives a rating of "Skilled" on his/her most recent evaluation shall be evaluated once every two (2) school years, as long as the teacher's Student Growth Measure for the most recent school year, for which data is available, is rated average or higher, as determined by ODE.

c. In any school year that a teacher is not formally evaluated as a result of section a or b above, a credentialed evaluator shall conduct at least one observation of the teacher and hold at least one conference with the teacher.

3. Professional Growth Objectives

It is the teacher's responsibility to develop professional objectives for the upcoming school year. It is recommended the teacher return the objectives to the building principal by November 1 of each year.

4. Observation

Teachers shall be observed two times with each observation lasting a minimum of thirty (30) minutes, except as provided below and in (2) above. A teacher may be observed more than two times for each evaluation. At least one formal observation shall be preceded by a conference between the evaluator and the teacher prior to the observation. A conference will be held soon after the observation to review the areas marked.

Teachers on a limited contract who are under consideration of nonrenewal shall receive at least three (3) formal observations, in addition to classroom walkthroughs. A teacher may request a different evaluator for the third observation and the Superintendent may grant that request.

5. Walkthrough

A walkthrough shall be a short classroom visit not to exceed fifteen minutes. Each building principal shall describe the expectations for the walkthrough to teachers. Walkthrough feedback shall be shared

in a timely manner with the teacher via the eTPES system to help inform and improve instruction.

6. Evaluation

Teachers shall receive one evaluation, except as provided in (2) above. The evaluation shall consist of at least two observations and at least two walkthroughs. The observations will occur at least 10 working days apart, unless mutually agreed to by the teacher and evaluator. The evaluation must be completed by May 1st and the teacher shall have access to a written report of the results of the evaluation by May 10th.

Informally after each observation, the evaluator has the responsibility of identifying areas of strength, providing constructive criticism and offering constructive assistance to overcome any perceived inadequacies.

7. Improvement Plans

Teachers may be required to complete an OTES Improvement Plan. Teachers who receive below expected academic growth with his/her students, receive an ineffective rating on the teacher performance side of the evaluation, or receive an overall ineffective rating shall be required to collaboratively develop the OTES Improvement Plan and complete the OTES Improvement Plan Evaluation with the evaluator.

8. Due Process

Teachers who earn an effectiveness rating of “Ineffective” two times during a span of three years may be recommended or considered for removal at the end of the school year.

9. Student Growth Measures

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

E. Personnel Files

1. Any time a document is placed in an employee's personnel file, a copy of that document will be given to the employee at the same time. No

complaint about a teacher should either go into the district's sole official personnel file which is maintained under the Superintendent's direction or be the basis for subsequent personnel action if it has not been reduced to writing and called to the attention of the teacher within five (5) working days of its receipt, and unless and until the complaint procedure has been exhausted. All teachers have the right to inspect their own personnel file (excluding pre-employment records) with an administrator present in the Board of Education building upon one full working day's notice. Each teacher may copy at cost any material (excluding pre-employment records) placed in his/her personnel file. All teachers shall have the opportunity to attach written comments to any material placed in their file within ten (10) days after first being made aware that such material has been placed in the file. Each teacher may inspect his/her personnel file up to three (3) times in a school year, or more often with the approval of the Superintendent.

2. A teacher may request a review of information alleged to be inaccurate, irrelevant, untimely or incomplete by sending a letter to the Superintendent describing the circumstances. Any information that is alleged to be inaccurate, irrelevant, untimely and incomplete, or letters of reprimand more than three (3) years old shall be reviewed by either the Superintendent/designee or a Committee, at the teacher's option. The teacher may request a meeting with either the Superintendent/designee or Committee. The Committee shall consist of two teachers appointed by the Association and two administrators appointed by the Superintendent. If a majority of this Committee concurs with the allegations, then said information shall be removed from the employee's file. The Superintendent/designee's decision or Committee's decision shall be final.

3. Access to these files should be limited to individuals defined to have access by State and Federal law, which may apply.

ARTICLE 12. COMPENSATION

A. Regular Salary Schedule

The salary schedules may be found in Appendix B. Effective September 1, 2016, or such earlier date as is adopted by the Board as the first teacher work day for the new school year, the base salary shall be $39,633.

The first figure in each column shall be obtained by multiplying the preceding first figure by 1.03 (only whole dollars carried forward), except as set forth in (E) below.

Each full year step shall be obtained by multiplying the preceding full year step by 1.04 (only whole dollars carried forward). Step 31 is only available to teachers with at least twenty (20) years' experience in the District.

The resulting salary schedules are shown in Appendix B (only whole dollars carried forward). Appendix B-1 is the salary schedule for all new employees, effective September 1, 2016. Appendix B-2 is the salary schedule for teachers employed by the Board on the date of ratification of this Agreement, through August 31, 2019. Effective September 1, 2019, all employees shall be placed on the salary schedule identified as Appendix B-1.

B. Additional Payments

In the first pay of December, 2016, the Board shall pay to each teacher a single, one-time payment equivalent to 0.5% of the teacher's base pay as set forth in Appendix B. In the first pay of December, 2017, the Board shall pay to each teacher a single, one-time payment equivalent to 1% of the teacher's base pay as set forth in Appendix B. In the first pay of December, 2018, the Board shall pay to each teacher a single, one-time payment equivalent to 1% of the teacher's base pay as set forth in Appendix B.

C. Supplemental Salary Schedule

Supplemental salaries shall be determined according to the sheets included in Appendix C. The dollar amount shall be determined by multiplying the percentage shown by the base salary for that year.

D. Experience in Other Schools

Years of experience outside the Rossford Exempted Village School District shall be translated into accepted experience by the Superintendent and the Board of Education at the time an appointment is made. Military experience also shall be translated into years of experience. The Superintendent may credit a new teacher with a minimum of three years of experience credit for salary schedule placement for experience teaching in another public school district in Ohio.

E. Credit for Additional Training

1. Teachers qualifying for horizontal movement on the salary schedule will be moved twice per year. Transcripts showing such movements should be in the Superintendent's office by September 15 and March 31.

2. Adjustments will be made at the next practicable pay period. This arrangement will permit credit for spring and summer quarters to be credited in the fall and for the fall and winter quarters to be credited in

April. Credit beyond the B.S. Degree must be on a graduate level, although upon the recommendation of the Superintendent, the Board of Education may, at the request of the teacher, waive this requirement. It shall be the responsibility of the teacher to furnish transcripts of credits to qualify for movements on the salary schedule.

3. Effective September 1, 2016 or the first teacher work day in the 2016-2017 school year, the salary columns BA/10 and BA/20 shall be merged to create a BA/15 column. The new merged column shall be indexed at one half of the difference between the BA/10 and BA/20 columns. All new employees shall be placed according to the new salary schedule (Appendix B-1), effective September 1, 2016 or the first teacher work day. Teachers employed by the Board on the date of ratification of this Agreement shall continue to be paid consistent with the salary schedule containing the prior BA/10 and BA/20 columns (Appendix B-2) and are not eligible for the BA/15 column for the duration of this Agreement. A teacher who remains at BA/10 or BA/20 on August 31, 2019 or the day prior to the first teacher work day in the 2019-2020 school year will be placed at BA or BA/15 on Appendix B-1, as applicable, effective September 1, 2019, or the first teacher work day of that school year.

4. Effective September 1, 2016 or the first teacher work day, the salary columns MA/10 and MA/20 shall be merged to create a MA/15 column. The new merged column shall be indexed at one half of the difference between the MA/10 and MA/20 columns. All new employees shall be placed according to the new salary schedule (Appendix B-1), effective September 1, 2016 or the first teacher work day. Teachers employed by the Board on the date of ratification of this Agreement shall continue to be paid consistent with the salary schedule (Appendix B-2) containing the prior MA/10 and MA/20 columns and are not eligible for the MA/15 column for the duration of this Agreement. A teacher who remains at MA/10 or MA/20 on August 31, 2019 or the first teacher work day of the 2019-2020 school year will be placed at MA or MA/15 on Appendix B-1, as applicable, effective September 1, 2019.

5. Effective September 1, 2019 or the first teacher work day in the 2019-2020 school year, all employees shall be compensated in accordance with Appendix B-1.

6. The final three increments on the horizontal scale for degree and additional training of the certified salary schedule shall be Masters plus thirty (30) semester hours (45 quarter hours), Educational Specialist Degree or 45 hours, and Doctorate Degree (Ph.D. or Ed.D.) or 60 hours. Effective September 1, 2016 or the first teacher work day of the 2016-2017 school year, the Educational Specialist Degree or 45 hours

column and the Doctorate Degree (Ph.D. or Ed.D) or 60 hours columns shall be discontinued and removed from the salary schedule. Employees who attained either of these columns prior to September 1, 2016 or the first teacher work day will be grandfathered and paid in accordance with Appendix B-1.

By September 15, 2007 documentation verifying completion of 60 hours or more must be on file to qualify for moving to the Doctorate column without a Doctorate degree. After that date, accumulating 60 hours may no longer be used to move to the Doctorate column. The plus 60 qualification will be discontinued. Those teachers already meeting the plus 60 qualifications hours will be grandfathered.

To advance on the salary schedule, a teacher must complete additional training applicable to his/her teaching fields. In order for the credit hours to be applied toward the MA+30 column, the hours must have the approval of the Superintendent of Schools and must be graduate hours earned past the awarding of a post-graduate degree. Except as specifically required in this Agreement, these course hours do not have to be part of a directed course of study leading to a higher post-graduate degree.

F. Severance

Each retiring employee of the Rossford Exempted Village School District shall, upon application, be entitled to receive payment for one-fourth (¼) of his/her accrued but unused sick leave provided that accrued and unused sick leave for purposes of this computation shall not exceed two hundred eighty-eight (288).

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria:

    a. The employee must have had not less than five (5) years of service with this school district, the State of Ohio, its political subdivisions, or any combination thereof;

    b. The employee actually terminates his employment with the district and retires;

    c. The words "retires" or "retirement", as used herein, mean disability or service retirement under any state, municipal, or other political subdivision retirement system in the state;

    d. If the employee is otherwise eligible for retirement, except for attainment of retirement age, he/she shall be entitled to

payment of accrued but unused sick leave if he/she attains retirement age during the twelve (12) month period following the date on which his/her employment is terminated;

e. The employee must, at the time of receiving his/her payment as provided herein, certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof or documentation as may reasonably be required.

2. Payment as provided herein may be made in one (1) or two (2) equal payments to the persons entitled thereto at the teacher's discretion. The first payment shall be made as soon as practicable after the employee receives his/her first retirement check from the retirement system. The second payment**,** if applicable, will be made to the retirant no later than June 30 of the next fiscal year.

3. The amount of benefit due the retiring employee shall be determined by:

   a. Multiplying the employee's accrued but unused sick leave by one-fourth (¼); up to a maximum of 288 days.

   b. Dividing the annual salary of the employee (including supplemental pay) by the number of required work days to obtain the per diem rate;

   c. Multiplying the product of "a" above by the per diem rate;

   d. The amount of the payment calculated in Steps "a", "b", and "c" above shall not exceed the value of seventy-two (72) days of accrued but unused sick leave at employee's per diem rate.

4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.

5. Sick leave accrued but unused in the State of Ohio or other political subdivisions shall be transferable and allowable in the total accumulation providing the proper certification has been submitted by the Treasurer of the State or other political subdivision to the Treasurer of this district.

6. Each bargaining unit member retiring from the Rossford Exempted Village Schools as set forth above shall receive as severance pay the greater of the amount defined above or two (2) days of severance pay per year of service in the Rossford Schools.

G. Worker's Compensation

1. All employees of the Board of Education are protected under the State Worker's Compensation Act of Ohio in case of injury or death incurred in the course of and arising out of their employment.

2. An injury incurred while performing assigned responsibilities shall be reported to the injured employee's supervisor and shall be filed with the Bureau of Worker's Compensation by calling 1-800-642-7587.

3. In an effort to control worker's compensation a joint safety and health committee will oversee safety issues of the district. This committee will be comprised of the school nurse, the director of building and grounds, and a certificated and classified representative from each school building. These representatives will decide how they are to evaluate safety and health issues of the district. Issues will be brought to the attention of Administration.

4. The possibility of developing a Transitional Work Policy will be discussed through the LMC committee. Such a policy would constitute a change of working conditions that has the potential of affecting any bargaining unit member; therefore, it will need to be voted upon by both sides for final approval/agreement.

H. Extended Time

Position	Number of Extended Days*	
	Minimum	Discretionary
Glenwood Guidance Counselor	5	5
Eagle Point Guidance Counselor	5	5
Junior High Guidance Counselor	10	10
High School Guidance Counselor #1	10	10
High School Guidance Counselor #2	10	10
Integration Specialist	10	15
Elementary Library/Media Specialist	2	3
High School Band	5	5
Music Teacher #1 (Band Start-up)	2	2
Music Teacher #2 (Band Start-up)	2	2
Totals	**61**	**67**

*The supervising administrator for each teacher working extended time may assign additional discretionary days of extended time up to the totals listed above if necessary. If the teacher and the supervising administrator mutually agree, any of the minimum extended days may be eliminated and will not be compensated. Extended time may be worked in full or half day increments. A half day is four hours, a full day is the full contracted work

day. Extended time must be used within the fiscal year (July 1st through June 30th) of the current school year.

I. Hourly Rate

The determination of the Hourly Rate should be based on the index of the base salary. Effective September 1, 2016, the hourly rate for tutors and RTI Core Team Members shall be at the rate of twenty-seven dollars and fifteen cents ($27.15) per hour for each hour worked with fringe benefits as specified by the Board of Education policy. Any hours worked above the normal workday, before or after school, shall be submitted on a timesheet for payment.

J. Response to Intervention (RTI)

1. Core Team members up to 6 per building shall have the option of being compensated up to two (2) hours per week.

2. Guidance Counselor will also be paid same as core team members when in attendance at RTI meetings.

3. The teacher bringing the case to the core committee shall not be paid since it is his/her professional responsibility to do so.

K. Summer School

Summer School teachers shall be paid at the per diem hourly rate of teachers on the BA column with four (4) years experience for each hour worked.

L. Early Retirement Incentive Bonus Plan

In addition to severance pay to which an employee is entitled, during the term of this agreement, all bargaining unit members who have been employed by the Rossford School District a minimum of five (5) years and who meet STRS retirement criteria (26 years at age 55 through 30 years) shall be eligible for a one-time $15,000 severance bonus plus an additional $5,000 for each of the four (4) years following retirement. The Superintendent shall receive a letter of resignation for the purpose of retirement by April 1. Failure of a bargaining unit member to retire during the first year of STRS eligibility will result in the total forfeiture of all rights to the one-time $15,000 severance bonus plus the additional $5,000 for each of the four (4) years following retirement. Payment shall be made upon final certification of retirement from active service by STRS to the Board.

Eligible members may elect to receive half the money upon retiring and half in January following the year of retirement.

M. Homebound Instruction

In August a list of potential tutors for students who require homebound instruction will be developed. All certified staff may submit their name for consideration at any time. The list of pre-approved tutors will be kept on file at the board office. There will not be job postings for math positions. For hiring purposes, priority will be given to:

1. The teacher who is mainly responsible for the student in the subject area(s) for which instruction will be provided.
2. Other teacher certified for subject area(s) within the student's building.
3. Other teacher within the district.
4. Board approved subs.

N. Mileage Reimbursement

Bargaining unit members shall be reimbursed for authorized travel in their employment at the IRS rate that is in effect on July 1 at the beginning of the July 1 – June 30 school fiscal year for travel in that fiscal year.

ARTICLE 13. PAYROLL DEDUCTIONS

A. The Board of Education authorizes the Treasurer to make mandatory payroll deductions and optional payroll deductions upon the request of the employee.

1. Mandatory Deductions

    a. Federal income tax
    b. State income tax
    c. Local income tax
    d. Retirement
    e. Medicare where required

2. Optional Deductions

    a. U.S. savings [open enrollment date - anytime]
    b. Educator's insurance [open enrollment date - Fall]
    c. Woodco Credit Union [open enrollment date - September 1]
    d. Check-off of dues, fees, contributions and assessments
    e. All tax-sheltered annuities

        1. The Employer will deduct dues, fees, contributions and assessments owed the Association, and contributions for support of the local levy committee, from the paycheck of

all employees who have voluntarily signed proper legal authorizations for such deductions and who are covered by this Agreement.

Such deductions will not be made on behalf of any labor organization other than Rossford Association of Classroom Teachers.

The Employer further agrees to remit to the Secretary-Treasurer of the Association over fifteen (15) pay periods starting with the second pay in October all union dues, contributions and assessments so deducted from the paychecks of the employees and to remit to the Secretary-Treasurer of the Association over nine (9) pay periods starting with the second pay in January all Association fees so deducted from the pay checks of the employees.

Contributions for the local levy committee shall be deducted in accordance with the required laws and regulations pertaining to levy campaigns.

2. The Association agrees to save the Employer harmless with respect to the deductions made and paid to it in accordance with the provisions hereof, and in the event deductions shall be made which should not have been made, the Association shall be responsible to return such monies to the employee or employees affected.

3. Any dispute which may arise as to whether or not an employee properly executed or properly revoked a check-off authorization shall be handled through the grievance procedure. Until the matter is disposed of no further deductions shall be made.

e. ANNUITIES — See the following Section B.

B. Procedures for Employee Tax Sheltered Annuities

In implementing the program of tax sheltered annuities, the following policy and procedures will apply:

1. As used hereafter, "Annuity" refers to either a Retirement Annuity Contract or a Retirement Income Contract. In the latter case, the guaranteed incidental life insurance protection must not exceed the guaranteed monthly benefit by more than one hundred (100) times, as

provided in the Internal Revenue Code and applicable regulations and rulings.

2. Individual contract annuities embodying the "Tax Sheltered" benefits of Sections 403(b), 125, 457 and 529 Revenue Code of 1954, as amended, may be purchased for employees from any insurance company which:

   a. Has been approved by the Superintendent of Insurance of the State of Ohio to issue such annuity contracts;

   b. Has agreed to comply with the administrative rules and procedures for employee tax sheltered annuities issued by the Treasurer.

3. The following documents must be properly completed and filed in the office of the Treasurer:

   a. Application of an Insurance Company to be designated to furnish individual Contract Annuities [to be filed only once by each company].

   b. Amendment to Employment Contract in triplicate; the effective date shall be the first day of the pay period for which the salary reduction is applied to the premium. Indicate annual reduction.

   c. Original and copy of the Retirement Annuity Application form of insurance company showing the beginning date of the premium and the amount of the monthly premium.

4. Premiums will have to be even dollar amounts.

5. Neither the Board of Education nor any of its officers or employees assume any responsibility whatsoever for negligence, mistake of inadvertence, nor for computing the exclusion allowance and determining that the premiums are fully excludable from current taxable income.

6. In the case of retirement income contracts providing "incidental life" insurance, the company shall furnish the Treasurer at the end of each calendar year, with a statement of the cost of this insurance, for further reporting of the Treasurer on the individual's Form W-2 as taxable income.

7. Retirement Annuity - only contracts may be converted to Retirement Income Contracts at any time if the employee is an acceptable

insurance risk and providing the monthly premium remains unchanged. Appropriate forms affecting this conversion shall be submitted to the Treasurer.

8. Annuity contracts will be accepted at any time and will be deducted no later than thirty (30) days after receipt of properly executed paperwork from all applicable insurance companies.

9. No insurance company representative will be permitted to contact employees during school hours.

10. The Rossford Exempted Village Schools Board of Education will not recommend any one particular insurance company.

11. Annuitants may have up to two (2) tax sheltered annuities.

12. An additional annuity written by the same insurance company must be accompanied by a transmittal letter indicating the total amount of the contracts rather than the new policy amount only.

13. Effective immediately, any insurance company seeking to enlist in the Rossford Exempted Village Schools Board of Education Tax Sheltered Annuity Program must have a minimum of five (5) approved annuity applications. Companies presently serving annuity clients are excluded from this requirement. If, at any time, an insurance provider's membership drops to "0" that company will be removed from the list. Companies recognized by the Board of Education are listed below.

    a. Aetna Variable Annuity Life Insurance Company
    b. American Express Financial Services (IDS)
    c. American Fidelity Assurance Company
    d. American Heritage Insurance Company
    e. American United Life Insurance Company of the US
    f. Equitable Life Insurance Company of the U.S.
    g. Fidelity Investments
    h. Franklin Life Insurance Company
    i. Great American Reserve Insurance Company
    j. Mass Mutual of VA
    k. Mass Mutual Company (Old Connecticut Mutual)
    l. Nationwide Life Insurance Company
    m. New York Life Insurance Company
    n. Oppenheimer Funds Services
    o. Salomon Smith Barney
    p. Security First
    q. State Farm Insurance
    r. Variable Annuity Life Insurance Company

s. Western Reserve Life Assurance Company
t. Wisconsin National Life Insurance Company

ARTICLE 14. INSURANCE

A. Health Insurance

1. PPO Health Insurance Plan

The Board of Education shall continue to provide low-deductible PPO health insurance. Effective September 1, 2016, participating employees shall pay ten percent (10%) of the cost of the premium for single or family coverage for the PPO health insurance plan.

Benefits	MMO PPO Plan		
	Network	Non-Network	
Deductible*	$500(S)/$1,000(F)	$1,500(S)/$3,000(F)	
Coinsurance	80%/20%	60%/40%	
Coinsurance Limits	$1,000(S)/$2,000(F)	$3,000(S)/$6,000(F)	
Out of Pocket Max (includes deductibles, copayments, coinsurance)	$6,350(S)/ $12,700(F)	NA	
Office Visits/Urgent Care	$20 (100% Preventative)		
Emergency Room	80%		
RX Copays		Retail	Mail
	Generic	$10	$20
	Formulary	$20	$40
	NonFormulary	$30	$60

2. High Deductible Health Plan with a Health Savings Account

The Board of Education may develop and offer a high deductible health plan paired with a health savings account to be effective January 1, 2017. For the first three years of this plan, the Board will pay the full cost of the premium for this plan.

Benefits	MMO CDHP Plan		
	Network	Non-Network	
Deductible*	$2,600(S)/$5,200(F)	$5,000(S)/$10,000(F)	
Coinsurance	100%	60%/40%	
Coinsurance Limits	NA	NA	
Out of Pocket Max (includes deductibles, copayments, coinsurance)	$3,600(S)/ $7,200(F)	$6,000(S)/ $12,000(F)	
Office Visits/Urgent Care	100%		
Emergency Room	100%		
RX Copays		Retail	Mail
	Generic	$15	$30
	Formulary	$30	$60
	NonFormulary	$45	$90

a. Any staff member who selects the high deductible health plan will receive a Board contribution to a health savings account. The contributions shall be:

	Family Plan	Single Plan
Year One	$3,000	$1,000
Year Two	$1,500	$500
Year Three	$1,500	$500

Part time teachers shall receive a 50% prorated portion of the above amounts. An employee who selects the high deductible health plan may return to the PPO plan at a future open enrollment period prior to August 31, 2019. An employee is only permitted to opt from the high deductible plan back to the PPO plan one time.

b. Teachers may make additional contributions consistent with IRS regulations by payroll deductions. In the event that the Board contribution is deposited in a lump sum at the beginning of the plan year, teachers who leave the insurance plan for any reason during the twelve-month period shall reimburse the Board at a rate of one-twelfth of the Board paid contribution for each month that the teaching staff member is no longer in the plan. Teachers hired after the sixth month of the plan year shall receive a prorated Board contribution based on the number of months in District employment during the year.

B. Life Insurance:

The Board will continue to pay 100% of the life insurance premium and the amount of coverage is $50,000.00.

C. Dental Insurance

The Board of Education will continue to provide at its cost a dental insurance plan which provides at least the following benefits:

1. Deductible Amounts

   The plan shall provide the payment of benefits without a deductible.

2. Benefits Schedule

   a. The plan shall provide for the payment of one hundred percent (100%) of the usual, customary, and reasonable charges for preventative and diagnostic services such as:

      1) Routine oral examinations twice every twelve (12) months unless medically necessary;

      2) Teeth cleaning twice every twelve (12) months;

      3) Fluoride treatments and dental sealants twice every twelve (12) months;

      4) Emergency treatments; space maintainers; diagnostic x-rays, tests, and laboratory examinations.

   b. The plan shall provide for the payment of eighty-five percent (85%) of the usual, customary, and reasonable charges for basic restorative services such as:

      1) Fillings (amalgams, silicate or acrylic);

      2) Root canal therapy;

      3) Treatment of gum disease;

      4) repair of bridgework and dentures;

      5) extractions and oral surgery; and

      6) General anesthesia.

c. The plan shall provide for the payment of eighty percent (80%) of the usual, customary, and reasonable charges for major restorative services such as:

1) Inlays, onlays, gold fillings or crown restorations;

2) Initial installation of fixed bridgework;

3) Installation of partial or full removable dentures; and

4) Replacement of existing bridgework or dentures.

d. The plan shall provide for the payment of sixty percent (60%) of the usual, customary, and reasonable charges up to a maximum life-time benefit of one thousand five hundred dollars ($1,500) for orthodontia services such as:

1) Full orthodontic treatment appliances for tooth guidance;

2) Appliances to control harmful habits; and

3) Retention appliances not in connection with full banded treatment

D. Vision Insurance

The Board shall provide vision insurance with the following allowances:

Schedule of Allowances

Procedures	Maximum Allowance	Frequency Limit
Eye Examinations VSP member doctor	In full less deductible	Once every 12 months from date of service
Lenses		Once every 12 months from date of service
Frames		One pair every 24 months from date of service

Deductibles:	$7.50/Exam $12.50/Materials
Wholesale Panel Frame Allowance:	Majority of frames in common use
Elective Contact Lens Allowance:	Exam and $95.00

Non-Member Doctor Reimbursement Schedule

Exam	$35	Trifocal Lenses	$55
Single Vision Lenses	$25	Lenticular Lenses	$80
Bifocal Lenses	$40	Frames	$35
Necessary Contact Lenses	$165	Elective Contact Lenses	$95

E. The Board may institute a private review and educational program similar to "PREview" or "Cost Care" programs.

F. Medical Waiver Option

1. Full-time teachers may waive their right to medical insurance for one (1) full benefit year (September 1 through August 31). Teachers waiving this right will receive a lump sum payment on the first pay period following the completion that benefit year in accordance with the following schedule:

Full-time teachers waiving individual coverage	$1000
Full-time teacher waiving family coverage	$1500

2. In the event of a change in the need for coverage due to a major life event causing the loss of the teacher's alternate source of insurance during the waiver year (death, change in marriage status, loss of job), the teacher may reinstate coverage effective the first day of the following month without having to meet any pre-existing condition requirement provided he/she has filed the proper application card with the office of the Treasurer. Such re-entry into the insurance program will nullify the bargaining unit member from receiving the Health Care Insurance Waiver payment as originally declared.

3. Should a teacher elect to participate in the program, the teacher must complete the waiver of coverage form by August 1 or the first day of employment, whichever comes last of each year. Participation shall require completion of the form each year. A teacher who withdraws from the program may not re-enter again until the following year, except for the conditions established in paragraph two, above.

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

G. The Board shall comply with the Patient Protection and Affordable Care Act provisions that are effective January 1, 2014. The Board plan shall be available to full-time employees, determined through a 12-month “look-back” period, in accordance with PPACA and Treasury regulations. The Board shall seek input from LMC and bargain as necessary to reach agreement about legal changes affecting the bargaining unit (including revisiting the look-back period, as needed).

ARTICLE 15. STRS PICKUP

Effective upon ratification by the Union and approval by the Board, the Board shall designate each employee's mandatory contributions to the School Teachers Retirement System of Ohio as "picked up" by the Board as contemplated by Internal Revenue Service Revenue Rulings 77-462 and 81-36, although they shall continue to be designated as employee contributions as permitted by Attorney General Opinion 82-097, in order that the amount of the employee's income reported by the Board as subject to federal and Ohio income tax shall be the employee's total gross income reduced by then-current percentage amount of the employee's mandatory School Teachers Retirement System of Ohio contribution which has been designated as "picked up" by the Board, and that the amount designated as "picked up" by the Board shall be included in computing final average salary, provided that no employee's total salary is increased by such "pick up", nor is the Board's total contribution to the School Teachers Retirement System of Ohio increased thereby.

ARTICLE 16. COLLEGE TUITION REIMBURSEMENT

As an incentive for bargaining unit members to remain current with subject matter information, teaching techniques, educational fields, as well as encouragement to obtain additional certificate/license in their areas and/or service area needs like guidance, speech and hearing, library, administration, etc., the Board will appropriate a pool of twelve thousand ($12,000) per fiscal year (July 1 – June 30) and will distribute it according to the procedures below.

Procedures:

1. It is the understanding that courses must be graduate level in pursuit of the individual’s initial Master’s Degree. With prior approval by the Superintendent, courses may be approved for certification to teach College Credit Plus courses at Rossford. The courses must be aligned with the member’s Individual Professional Development Plan.

2. Bargaining Unit Members must submit a transcript certifying satisfactory completion of credits, a Bursar receipt, a reimbursement form to the district

treasurer by September 15, and a copy of the member's Individual Professional Development Plan. If a transcript has not been issued by September 1, a letter from a professor will suffice as verification of successful completion of course.

3. If the total amount of reimbursements submitted is less than or equal to $12,000, employees receive full reimbursement. If the total amount requested exceeds $12,000, then the amount will be based on the percentage of the total hours submitted/requested.

4. Reimbursement will be issued by the second check in November. First reimbursement opportunity begins with courses taken after July 1, 2003.

5. A disbursement committee shall be established to be composed of two designees of the Superintendent, two designees of the President of RACT, and one designee from the LPDC determined by the LPDC.

ARTICLE 17. DURATION

This Agreement shall be in effect as of September 1, 2016, and shall continue in effect through August 31, 2019, at which time it will expire.

Agreements reached between the parties shall become binding upon the Board of Education and the Rossford Association of Classroom Teachers immediately following the ratification by the Association and adoption by the Rossford Board of Education.

This agreement shall automatically renew from year to year unless notice of desire to amend, modify or terminate this agreement is given by either party at least sixty (60) days prior to August 31, 2019, or the anniversary date of any such renewal.

Date: May 13, 2016

Rossford Association of Classroom Teachers

Deborah Pitzen, President

Matt Schlatter, Negotiating Team

Scott Dorn, Negotiating Team

Steve Doughten, Negotiating Team

Dawn Mikolas, Negotiating Team

Amy Wagner, Negotiating Team

Jen Yoder, Negotiating Team

Date: May 16, 2016

Rossford Board of Education

Dan Creps, Superintendent

James Rossler, Jr., Treasurer

Dawn Burks, President

Kent Murphree, Negotiating Team

Tiffany Densic, Negotiating Team

Tony Brashear, Negotiating Team

Megan Spangler, Negotiating Team

Appendix A–1

ROSSFORD EXEMPTED VILLAGE SCHOOLS

GRIEVANCE REPORT - FORM A

Grievant's Name _____

Building Assignment _____

Step of Grievance Procedure # _____

Date Grievance Occurred _____

Statement of Grievance _____

_____

_____

_____

Date _____ Signature _____

Appendix A–2

ROSSFORD EXEMPTED VILLAGE SCHOOLS

GRIEVANCE REPORT - FORM B

Administrator Making Disposition _____

Step of Grievance Procedure # _____

Statement of Disposition _____

_____

_____

_____

_____

Date _____ Signature _____

Appendix A–3

ROSSFORD EXEMPTED VILLAGE SCHOOLS

GRIEVANCE REPORT - FORM C

Grievant's Name _____

Building Assignment _____

Step of Grievance Procedure # _____

Date Grievance Occurred _____

Statement of Grievance _____

_____

_____

_____

Date _____ Signature _____

Appendix A–4

ROSSFORD EXEMPTED VILLAGE SCHOOLS

GRIEVANCE REPORT - FORM D

Administrator Making Disposition _____

Step of Grievance Procedure # _____

Statement of Disposition _____

_____

_____

_____

_____

Date _____ Signature _____

Appendix A–5

ROSSFORD EXEMPTED VILLAGE SCHOOLS

GRIEVANCE REPORT - FORM E

Grievant's Name _____

Building Assignment _____

Step of Grievance Procedure # _____

Date Grievance Occurred _____

Statement of Grievance _____

_____

_____

_____

Date _____ Signature _____

Appendix B–1

ROSSFORD BOARD OF EDUCATION
SALARY SCHEDULE/INDEX

APPENDIX B-1
EFFECTIVE 9-1-2019

							Grandfathered as of 9-1-16	
	BA	BA15	BA30	MA	MA15	MA30	SPEC	DOCT
Step 0	39,633	41,436	43,307	44,607	46,636	48,745	50,207	51,713
	1.0000	1.0455	1.0927	1.1255	1.1767	1.2299	1.2668	1.3048
Step 1	41,218	43,093	45,039	46,390	48,499	50,695	52,213	53,782
	1.0400	1.0873	1.1364	1.1705	1.2237	1.2791	1.3174	1.3570
Step 2	42,867	44,817	46,842	48,249	50,441	52,720	54,301	55,930
	1.0816	1.1308	1.1819	1.2174	1.2727	1.3302	1.3701	1.4112
Step 3	44,583	46,608	48,717	50,175	52,458	54,828	56,473	58,169
	1.1249	1.1760	1.2292	1.2660	1.3236	1.3834	1.4249	1.4677
Step 4	46,367	48,471	50,663	52,185	54,555	57,024	58,732	60,496
	1.1699	1.2230	1.2783	1.3167	1.3765	1.4388	1.4819	1.5264
Step 5	48,221	50,409	52,692	54,273	56,739	59,303	61,082	62,917
	1.2167	1.2719	1.3295	1.3694	1.4316	1.4963	1.5412	1.5875
Step 6	50,148	52,427	54,797	56,441	59,010	61,677	63,528	65,434
	1.2653	1.3228	1.3826	1.4241	1.4889	1.5562	1.6029	1.6510
Step 7	52,153	54,523	56,992	58,700	61,368	64,142	66,068	68,050
	1.3159	1.3757	1.4380	1.4811	1.5484	1.6184	1.6670	1.7170
Step 8	54,242	56,707	59,271	61,047	63,821	66,710	68,712	70,773
	1.3686	1.4308	1.4955	1.5403	1.6103	1.6832	1.7337	1.7857
Step 9	56,410	58,974	61,641	63,488	66,377	69,378	71,458	73,602
	1.4233	1.4880	1.5553	1.6019	1.6748	1.7505	1.8030	1.8571
Step 10	58,665	61,332	64,106	66,029	69,029	72,152	74,316	76,547
	1.4802	1.5475	1.6175	1.6660	1.7417	1.8205	1.8751	1.9314
Step 11	61,015	63,785	66,671	68,672	71,791	75,037	77,288	79,607
	1.5395	1.6094	1.6822	1.7327	1.8114	1.8933	1.9501	2.0086
Step 12		66,338	69,338	71,419	74,665	78,041	80,380	82,793
		1.6738	1.7495	1.8020	1.8839	1.9691	2.0281	2.0890
Step 13				74,276	77,649	81,160	83,598	86,103
				1.8741	1.9592	2.0478	2.1093	2.1725
Step 15	63,452	68,993	72,112	77,245	80,756	84,406	86,939	89,547
	1.6010	1.7408	1.8195	1.9490	2.0376	2.1297	2.1936	2.2594
Step 18	65,993	71,752	74,994	80,336	83,986	87,783	90,419	93,130
	1.6651	1.8104	1.8922	2.0270	2.1191	2.2149	2.2814	2.3498
Step 23				83,550	87,347	91,295	94,033	96,855
				2.1081	2.2039	2.3035	2.3726	2.4438
Step 25	68,632	74,621	77,994	86,891	90,839	94,949	97,794	100,731
	1.7317	1.8828	1.9679	2.1924	2.2920	2.3957	2.4675	2.5416
Step 31	71,375	77,605	81,117	90,367	94,473	98,746	101,706	104,758
	1.8009	1.9581	2.0467	2.2801	2.3837	2.4915	2.5662	2.6432

* Beginning 9-1-16 NEW employees will be placed on the above schedule.

* Beginning 9-1-19 ALL employees will be placed on the above schedule.

Appendix B-2

ROSSFORD BOARD OF EDUCATION
SALARY SCHEDULE/INDEX

APPENDIX B-2
EFFECTIVE 9-1-2016

	BA	BA10	BA20	BA30	MA	MA10	MA20	MA30
Step 0	39,633	40,822	42,047	43,307	44,607	45,947	47,326	48,745
	1.0000	1.0300	1.0609	1.0927	1.1255	1.1593	1.1941	1.2299
Step 1	41,218	42,455	43,727	45,039	46,390	47,782	49,216	50,695
	1.0400	1.0712	1.1033	1.1364	1.1705	1.2056	1.2418	1.2791
Step 2	42,867	44,151	45,479	46,842	48,249	49,696	51,186	52,720
	1.0816	1.1140	1.1475	1.1819	1.2174	1.2539	1.2915	1.3302
Step 3	44,583	45,919	47,298	48,717	50,175	51,681	53,231	54,828
	1.1249	1.1586	1.1934	1.2292	1.2660	1.3040	1.3431	1.3834
Step 4	46,367	47,758	49,189	50,663	52,185	53,750	55,363	57,024
	1.1699	1.2050	1.2411	1.2783	1.3167	1.3562	1.3969	1.4388
Step 5	48,221	49,668	51,154	52,692	54,273	55,898	57,575	59,303
	1.2167	1.2532	1.2907	1.3295	1.3694	1.4104	1.4527	1.4963
Step 6	50,148	51,654	53,203	54,797	56,441	58,138	59,881	61,677
	1.2653	1.3033	1.3424	1.3826	1.4241	1.4669	1.5109	1.5562
Step 7	52,153	53,719	55,332	56,992	58,700	60,460	62,275	64,142
	1.3159	1.3554	1.3961	1.4380	1.4811	1.5255	1.5713	1.6184
Step 8	54,242	55,867	57,543	59,271	61,047	62,878	64,764	66,710
	1.3686	1.4096	1.4519	1.4955	1.5403	1.5865	1.6341	1.6832
Step 9	56,410	58,102	59,846	61,641	63,488	65,394	67,356	69,378
	1.4233	1.4660	1.5100	1.5553	1.6019	1.6500	1.6995	1.7505
Step 10	58,665	60,428	62,240	64,106	66,029	68,010	70,051	72,152
	1.4802	1.5247	1.5704	1.6175	1.6660	1.7160	1.7675	1.8205
Step 11	61,015	62,842	64,729	66,671	68,672	70,729	72,853	75,037
	1.5395	1.5856	1.6332	1.6822	1.7327	1.7846	1.8382	1.8933
Step 12			67,317	69,338	71,419	73,559	75,766	78,041
			1.6985	1.7495	1.8020	1.8560	1.9117	1.9691
Step 13					74,276	76,504	78,798	81,160
					1.8741	1.9303	1.9882	2.0478
Step 15	63,452	65,359	70,012	72,112	77,245	79,563	81,949	84,406
	1.6010	1.6491	1.7665	1.8195	1.9490	2.0075	2.0677	2.1297
Step 18	65,993	67,971	72,810	74,994	80,336	82,746	85,227	87,783
	1.6651	1.7150	1.8371	1.8922	2.0270	2.0878	2.1504	2.2149
Step 23					83,550	86,055	88,635	91,295
					2.1081	2.1713	2.2364	2.3035
Step 25	68,632	70,689	75,723	77,994	86,891	89,499	92,182	94,949
	1.7317	1.7836	1.9106	1.9679	2.1924	2.2582	2.3259	2.3957
Step 31	71,375	73,519	78,751	81,117	90,367	93,078	95,868	98,746
	1.8009	1.8550	1.9870	2.0467	2.2801	2.3485	2.4189	2.4915

* Beginning 9-1-16 NEW employees will be placed on Appendix B-1.

Appendix C-1

APPENDIX C-1

ROSSFORD BOARD OF EDUCATION
SUPPLEMENTAL CONTRACT SALARIES

POSITION	INDEX %	BASE 9/1/2016 $39,633	BASE 9/1/2017 $39,633	BASE 9/1/2018 $39,633
High School Site Manager	0.14	$5,549	$5,549	$5,549
Junior High Athletic Director-w/2 extra duty periods	0.16	$6,341	$6,341	$6,341
Strength Coach (.03 for 12 weeks)	0.12	$4,756	$4,756	$4,756
Concession Stand Coordinator	0.12	$4,756	$4,756	$4,756
Varsity Football	0.21	$8,323	$8,323	$8,323
Assistant Varsity Football - 4	0.14	$5,549	$5,549	$5,549
Freshman Football - 2 (if a team)	0.11	$4,360	$4,360	$4,360
Junior High Football - 4	0.09	$3,567	$3,567	$3,567
Varsity Cross Country	0.12	$4,756	$4,756	$4,756
Assistant Cross Country (if over 10)	0.09	$3,567	$3,567	$3,567
Junior High Cross Country	0.08	$3,171	$3,171	$3,171
Assistant Junior High Cross Country (if over 10)	0.06	$2,378	$2,378	$2,378
Varsity Soccer - 2	0.13	$5,152	$5,152	$5,152
Assistant Soccer - 2 (if over 18)	0.08	$3,171	$3,171	$3,171
Golf	0.13	$5,152	$5,152	$5,152
Assistant Golf (if over 9)	0.07	$2,774	$2,774	$2,774
Girls Golf	0.13	$5,152	$5,152	$5,152
Assistant Girls Golf (if over 9)	0.07	$2,774	$2,774	$2,774
Varsity Volleyball	0.15	$5,945	$5,945	$5,945
Assistant Volleyball	0.10	$3,963	$3,963	$3,963
Freshman Volleyball (If a team)	0.09	$3,567	$3,567	$3,567
Junior High Volleyball - 2	0.08	$3,171	$3,171	$3,171
Varsity Basketball - 2	0.21	$8,323	$8,323	$8,323
Assistant Varsity Basketball - 4	0.14	$5,549	$5,549	$5,549
Freshman Basketball - 2	0.11	$4,360	$4,360	$4,360
Junior High Basketball - 4	0.09	$3,567	$3,567	$3,567
Junior High Basketball Assistant - 2	0.03	$1,189	$1,189	$1,189
Varsity Wrestling	0.18	$7,134	$7,134	$7,134
Assistant Wrestling - 2 (if over 22)	0.12	$4,756	$4,756	$4,756
3rd Assistant Wrestling Coach (if over 33 total OR if over 15 Freshmen)	0.10	$3,963	$3,963	$3,963
Junior High Wrestling - 2 (if over 12)	0.08	$3,171	$3,171	$3,171
Bowling	0.09	$3,567	$3,567	$3,567
Varsity Softball	0.15	$5,945	$5,945	$5,945
Assistant Softball - 2 (if a team)	0.10	$3,963	$3,963	$3,963
Tennis - 2	0.11	$4,360	$4,360	$4,360
Assistant Tennis (If over 12) (each season)	0.05	$1,982	$1,982	$1,982
Varsity Baseball	0.15	$5,945	$5,945	$5,945

Appendix C-2

APPENDIX C-2

ROSSFORD BOARD OF EDUCATION
SUPPLEMENTAL CONTRACT SALARIES

POSITION	INDEX %	BASE 9/1/2016	BASE 9/1/2017	BASE 9/1/2018
		$39,633	$39,633	$39,633
Assistant Baseball - 2 (if a team)	0.10	$3,963	$3,963	$3,963
Varsity Track	0.15	$5,945	$5,945	$5,945
Assistant Track - 3	0.10	$3,963	$3,963	$3,963
Junior High Track - 4	0.08	$3,171	$3,171	$3,171
Cheerleader Advisor 10-12	0.12	$4,756	$4,756	$4,756
Assistant Cheerleader Advisor	0.08	$3,171	$3,171	$3,171
Junior High Cheerleader Advisor	0.09	$3,567	$3,567	$3,567
Dance Team Director	0.02	$793	$793	$793
Wrestlerette Advisor 9-12	0.06	$2,378	$2,378	$2,378
Junior High Wrestlerette Advisor	0.03	$1,189	$1,189	$1,189
Art Club (2 - HS, JH)	0.02	$793	$793	$793
Band Instrumental Coach	0.03	$1,189	$1,189	$1,189
Book Club (HS)	0.02	$793	$793	$793
Building Technology Representative	0.07	$2,774	$2,774	$2,774
Chess Advisor	0.03	$1,189	$1,189	$1,189
Choral Director	0.08	$3,171	$3,171	$3,171
Choral Piano Accompaniment	0.03	$1,189	$1,189	$1,189
Class Advisor (10, 11 & 12)	0.03	$1,189	$1,189	$1,189
Class Advisor (9)	0.02	$793	$793	$793
Computer Club (each elementary building)	0.02	$793	$793	$793
Department Head - HS	0.06	$2,378	$2,378	$2,378
Department Head - JH	0.04	$1,585	$1,585	$1,585
Drama Club Advisor	0.16	$6,341	$6,341	$6,341
Drama Club Assistant	0.07	$2,774	$2,774	$2,774
Drama Choreographer	0.03	$1,189	$1,189	$1,189
Drama Instrumental Director	0.03	$1,189	$1,189	$1,189
Drama Piano Accompaniment	0.03	$1,189	$1,189	$1,189
Drama Vocal Director	0.03	$1,189	$1,189	$1,189
Instrumental Music Director	0.13	$5,152	$5,152	$5,152
International Club	0.03	$1,189	$1,189	$1,189
Just Say No Advisor	0.02	$793	$793	$793
Majorette Advisor	0.03	$1,189	$1,189	$1,189
Mentor	0.03	$1,189	$1,189	$1,189
Music Club Advisor (EP)	0.02	$793	$793	$793
National Honor Society	0.03	$1,189	$1,189	$1,189

Appendix C-3

APPENDIX C-3

ROSSFORD BOARD OF EDUCATION
SUPPLEMENTAL CONTRACT SALARIES

POSITION	INDEX %	BASE 9/1/2016 $39,633	BASE 9/1/2017 $39,633	BASE 9/1/2018 $39,633
Quiz Bowl Advisor (HS)	0.03	$1,189	$1,189	$1,189
Reading Specialist (each elementary building)	0.07	$2,774	$2,774	$2,774
Assistant Reading Specialist (GL)	0.035	$1,387	$1,387	$1,387
Red Cross (HS)	0.02	$793	$793	$793
Running Club (each elementary building)	0.02	$793	$793	$793
Running Club (EP, if over 40 runners)	0.02	$793	$793	$793
Safety Patrol (EP)	0.03	$1,189	$1,189	$1,189
Student Council (HS)	0.06	$2,378	$2,378	$2,378
Student Council (JH)	0.02	$793	$793	$793
Student Council (each elementary building)	0.02	$793	$793	$793
Teen Institute (HS)	0.03	$1,189	$1,189	$1,189
Teen Institute (JH)	0.03	$1,189	$1,189	$1,189
WEB/LINK Advisor - 6 (3 HS, 3 JH)	0.02	$793	$793	$793
Yearbook (HS)	0.04	$1,585	$1,585	$1,585
Yearbook (JH)	0.04	$1,585	$1,585	$1,585

Appendix C–4

SUPPLEMENTALS

Positions that are dependent on the number of participants or the existence of a team are noted in parentheses following the position.

The date for determination of participant numbers and/or team status will be 14 calendar days after the 1st official day of practice as specified by the Ohio High School Athletic Association.

When a position is lost due to lack of participants, the individual will be paid on a per diem basis for fourteen (14) days. The per diem rate will be calculated by dividing the supplemental salary by the total number of calendar days in the season (from the first day of practice to the last contest of the regular session).

In the event of building closures or reconfiguration, the distribution of supplemental contracts may be reopened by either party with notice to the other party.

Appendix D–1 – OTES EVALUATION RUBRIC

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)** *Sources of Evidence:* Pre-Conference	The teacher does not demonstrate a clear focus for student learning. Learning objectives are too general to guide lesson planning and are inappropriate for the students, and/or do not reference the Ohio standards.	The teacher communicates a focus for student learning, develops learning objectives that are appropriate for students and reference the Ohio standards but do not include measureble 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) *Sources of Evidence:* Pre-Conference	The teacher does not plan for the assessment of student learning or does not analyze student learning data to inform lesson plans. The teacher does not use or only uses one measure of student performance.	The teacher explains the characteristics, uses, and limitations of various diagnostic, formative, and summative assessments but does not consistently incorporate this knowledge into lesson planning. The teacher uses more than one measure of student performance but does not appropriately vary assessment approaches, or the teacher may have difficulty analyzing data to effectively inform instructional planning and delivery.	The teacher demonstrates an understanding that assessment is a means of evaluating and supporting student learning through effectively incorporating diagnostic, formative, and/or summative assessments into lesson planning. The teacher employs a variety of formal and informal assessment techniques to collect evidence of students' knowledge and skills and analyzes data to effectively inform instructional planning and delivery.	The teacher purposefully plans assessments and differentiates assessment choices to match the full range of student needs, abilities, and learning styles, incorporating a range of appropriate diagnostic, formative, and summative assessments into lesson plans. Student learning needs are accurately identified through an analysis of student data; the teacher uses assessment data to identify student strengths and areas for student growth.
	Evidence				

Appendix D–1 – OTES EVALUATION RUBRIC

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

Appendix D–1 – OTES EVALUATION RUBRIC

INSTRUCTIONAL PLANNING					
INSTRUCTIONAL PLANNING	**KNOWLEDGE OF STUDENTS (Standard 1: Students)** *Sources of Evidence:* 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				

Appendix D-1 – OTES EVALUATION RUBRIC

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

Appendix D-1 – OTES EVALUATION RUBRIC

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

Appendix D-1 – OTES EVALUATION RUBRIC

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**CLASSROOM ENVIRONMENT (Standard 1: Students; Standard 5: Learning Environment; Standard 6: Collaboration and Communication)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations	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.	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.	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.	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.
		There are no evident routines or procedures; students seem unclear about what they should be doing or are idle.	Routines and procedures are in place, but the teacher may inappropriately prompt or direct students when they are unclear or idle.	Routines and procedures run smoothly throughout the lesson, and students assume age-appropriate levels of responsibility for the efficient operation of the classroom.	Routines are well-established and orderly and students initiate responsibility for the efficient operation of the classroom.
		Transitions are inefficient with considerable instructional time lost. Lessons progress too slowly or quickly so students are frequently disengaged.	The teacher transitions between learning activities, but occasionally loses some instructional time in the process.	Transitions are efficient and occur smoothly. There is evidence of varied learning situations (whole class, cooperative learning, small group and independent work).	Transitions are seamless as the teacher effectively maximizes instructional time and combines independent, collaborative, and whole-class learning situations.
		The teacher creates a learning environment that allows for little or no communication or engagement with families.	The teacher welcomes communication from families and replies in a timely manner.	The teacher engages in two-way communication and offers a variety of volunteer opportunities and activities for families to support student learning.	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.
		Expectations for behavior are not established or are inappropriate and/or no monitoring of behaviors occurs. The teacher responds to misbehavior inappropriately.	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.	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.	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.
	Evidence				

Appendix D-1 – OTES EVALUATION RUBRIC

Instruction and Assessment					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
INSTRUCTION AND ASSESSMENT	**ASSESSMENT OF STUDENT LEARNING (Standard 3: Assessment)** *Sources of Evidence:* Pre-Conference Formal Observation Classroom Walkthroughs/ Informal Observations Post-Conference	The teacher does not routinely use assessments to measure student mastery.	The teacher uses assessments to measure student mastery, but may not differentiate instruction based on this information.	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.	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.
		The teacher rarely or never checks the students' understanding of content. The teacher fails to make adjustments in response to student confusion.	The teacher checks for student understanding and makes attempts to adjust instruction accordingly, but these adjustments may cause some additional confusion	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.	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.
		The teacher persists in using a particular strategy for responding to misunderstandings, even when data suggest the approach is not succeeding.	The teacher gathers and uses student data from a few sources to choose appropriate instructional strategies for groups of students.	The teacher gathers and uses student data from a variety of sources to choose and implement appropriate instructional strategies for groups of students.	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.
		The teacher does not provide students with feedback about their learning.	Students receive occasional or limited feedback about their performance from the teacher.	The teacher provides substantive, specific, and timely feedback of student progress to students, families, and other school personnel while maintaining confidentiality.	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.
	Evidence				

Appendix D-1 – OTES EVALUATION RUBRIC

Professionalism					
		Ineffective	**Developing**	**Skilled**	**Accomplished**
PROFESSIONALISM	**PROFESSIONAL RESPONSIBILITIES (Standard 6: Collaboration and Communication; Standard 7: Professional Responsibility and Growth)** *Sources of Evidence:* Professional Development Plan or Improvement Plan; Pre-conference; Post-conference; daily interaction with others	The teacher fails to communicate clearly with students and families or collaborate effectively with professional colleagues.	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.	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.	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.
		The teacher fails to understand and follow regulations, policies, and agreements.	The teacher understands and follows district policies and state and federal regulations at a minimal level.	The teacher meets ethical and professional responsibilities with integrity and honesty. The teacher models and upholds district policies and state and federal regulations.	The teacher meets ethical and professional responsibilities and helps colleagues access and interpret laws and policies and understand their implications in the classroom.
		The teacher fails to demonstrate evidence of an ability to accurately self-assess performance and to appropriately identify areas for professional development.	The teacher identifies strengths and areas for growth to develop and implement targeted goals for professional growth.	The teacher sets data-based short- and long-term professional goals and takes action to meet these goals.	The teacher sets and regularly modifies short-and long-term professional goals based on self-assessment and analysis of student learning evidence.
	Evidence				

Final Summative Rating of Teacher Effectiveness

Proficiency on Standards 50%	INEFFECTIVE	DEVELOPING	SKILLED	ACCOMPLISHED
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				
Areas of reinforcement/ refinement:				

Student Growth Data 50%	BELOW EXPECTED GROWTH	EXPECTED GROWTH	ABOVE EXPECTED GROWTH
Student Growth Measure of Effectiveness			
Areas of reinforcement/ refinement:			

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.

Appendix D–2 – Non-instructional Evaluation Form

BOE Approved 6/15/09

Rossford Schools
. . . striving for excellence

Rossford School District
Teacher Evaluation Form

Teacher: _____ **Pre-ConferenceDate:** _____

☐ **Teacher** ☐ **Non-teaching Position** _____

Building: _____**Grade/Subject:** _____ **Observation Time(s):** _____

Evaluating Administrator: _____ **Post-Conference Date:** _____

Standard 1 –Understanding of Student Learning

Meets Standard	Continuous Work on Standard	Unsatisfactory	NO/ NA
☐ 1.1 Teacher displays knowledge of how students learn and of the developmental characteristics of age groups.	☐	☐ 1.1 Teacher demonstrates little understanding of how students learn. Teacher has minimal knowledge of developmental influences on learning.	
☐ 1.2 Teacher understands what students know and are able to do and uses this knowledge to meet the needs of all students.	☐	☐ 1.2 Teacher gathers little information about students' prior knowledge and abilities to plan and deliver instruction.	
☐ 1.3 Teacher expects that all students will achieve to their full potential.	☐	☐ 1.3 Teacher does not clearly communicate expectations for all students. Teacher does not persist in effort to help all students.	
☐ 1.4 Teacher respects students' diverse cultures, language skills and experiences.	☐	☐ 1.4 Teacher is unaware of cultural differences and student experiences.	
☐ 1.5 Teacher recognizes characteristics of gifted students, students with disabilities and at-risk students in order to assist in appropriate identification, instruction and interventions.	☐	☐ 1.5 Teacher does not seek and use support from specialists and other sources to assist student learning.	

Standard 2 – Understanding of Content

Meets Standard	Continuous Work on Standard	Unsatisfactory	NO/ NA
☐ 2.1 Teacher knows the content they teach and uses their knowledge of content-specific concepts, assumptions and skills to plan instruction.	☐	☐ 2.1 Teacher displays minimal knowledge of content-specific concepts, assumptions and skills to plan instruction.	
☐ 2.2 Teacher understands and uses content-specific instructional strategies to effectively teach the central concepts and skills of the discipline	☐	☐ 2.2 Teacher fails to use content specific instructional strategies to effectively teach the central concepts and skill of the discipline.	
☐ 2.3 Teacher understands school and district curriculum priorities and the Ohio academic content standards.	☐	☐ 2.3 Teacher minimal knowledge of school and district curriculum priorities and the Ohio academic content standards.	
☐ 2.4 Teacher understands the relationship of knowledge within the discipline to other content areas.	☐	☐ 2.4 Teacher displays basic understanding of the relationships of knowledge within the discipline to other content areas.	
☐ 2.5 Teacher connects content to relevant life experiences and career opportunities.	☐	☐ 2.5 Teacher makes minimal effort to connect content to life experiences and career opportunities	

Appendix D–2 – Non-instructional Evaluation Form

BOE Approved 6/15/09

Standard 3 – Use of Assessment

Meets Standard	Continuous Work on Standard	Unsatisfactory	NO/ NA
☐ 3.1 Teacher is knowledgeable about assessment types, their purposes and the data they generate.	☐	☐ 3.1 Teacher lacks knowledge of assessment types. Teacher minimally demonstrates using assessments to support student learning.	
☐ 3.2 Teacher selects and uses a variety of diagnostic, formative and summative assessments.	☐	☐ 3.2 Teacher rarely selects, develops, or uses a variety of assessments	
☐ 3.3 Teacher analyzes data to monitor student progress and learning and to plan, differentiate and modify instruction	☐	☐ 3.3 Teacher uses a minimal amount of data to monitor student progress, learning, and planning of instruction.	
☐ 3.4 Teacher collaborates and communicates student progress with students, parents and colleagues	☐	☐ 3.4 Teacher does not provide clear and timely feedback of student progress.	
☐ 3.5 Teacher involves learners in self-assessment and goal setting to address gaps between performance and potential	☐	3.5 Teacher rarely involves learners in self-assessment or goal setting to address gaps between performance and potential.	

Standard 4– Classroom Instruction

Meets Standard	Continuous Work on Standard	Unsatisfactory	NO/ NA
☐ 4.1 Teacher aligns this/her instructional goals and activities with school and district priorities and Ohio's academic content standards.	☐	☐ 4.1 Teacher rarely aligns instructional goals or activities with school and district priorities or Ohio's academic content standards.	
☐ 4.2 Teacher communicates clear learning goals and explicitly links learning activities to those defined goals	☐	☐ 4.2 Teacher rarely communicates clear learning goals and links learning activities clearly defined goals.	
☐ 4.3 Teacher applies knowledge of how students think and learn to instructional design and delivery.	☐	☐ 4.3 Teacher applies minimal knowledge of how students think and learn to instructional design and delivery.	
☐ 4.4 Teacher differentiates instruction to support the learning needs of all students, including students identified as gifted, students with disabilities and at-risk students	☐	☐ 4.4 Teacher rarely differentiates instruction to support the learning needs of all students, including students identified as gifted, students with disabilities, or at-risk students.	
☐ 4.5 Teacher creates and selects activities that are designed to help students develop as independent learners and complex problem-solvers.	☐	☐ 4.5 Teacher rarely creates or selects activities that are designed to help students develop as independent learners and complex problem-solvers.	
☐ 4.6 Teacher uses resources effectively, including technology, to enhance student learning.	☐	☐ 4.6 Teacher rarely uses resources effectively, including technology, to enhance student learning.	

Appendix D–2 – Non-instructional Evaluation Form

BOE Approved 6/15/09

Standard 5– Classroom Learning Environment

Meets Standard	Continuous Work on Standard	Unsatisfactory	NO/ NA
☐ 5.1 Teacher treats all students fairly and establishes an environment that is respectful, supportive and caring.	☐	☐ 5.1 Teacher does not respond to misbehavior, or the response is inconsistent, or is overly passive.	
☐ 5.2 Teacher creates an environment that is physically and emotionally safe.	☐	☐ 5.2 Teacher does not respect the student's dignity, or embarrasses, humiliates or makes sarcastic comments.	
☐ 5.3 Teacher motivates students to work productively and assume responsibility for their own learning.	☐	☐ 5.3 No classroom expectations or standards of conduct appear to have been established, or students are confused as to what the standards are.	
☐ 5.4 Teacher creates learning situations in which students work independently, collaboratively and/or as a whole class that are conducive to learning for all students.	☐	☐ 5.4 Instructional groups or learning situations are inappropriate to the students or students are not engaged mentally.	

Standard 6 – Collaboration and Communication

Meets Standard	Continuous Work on Standard	Unsatisfactory	NO/ NA
☐ 6.1 Teacher communicates clearly and effectively.	☐	☐ 6.1 Teacher rarely communicates effectively.	
☐ 6.2 Teacher shares responsibility with parents and caregivers to support student learning, emotional and physical development and mental health	☐	☐ 6.2 Teacher rarely shares responsibility with parents and caregivers to support student learning, emotional and physical development and mental health	
☐ 6.3 Teacher collaborates effectively with other teachers, administrators and school and district staff.	☐	☐ 6.3 Teacher rarely collaborates with other teachers, administrators and school and district staff.	
☐ 6.4 Teacher collaborates effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning.	☐	☐ 6.4 Teacher rarely collaborates with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning.	

Standard 7 -- Professional Responsibility and Growth

Meets Standard	Continuous Work on Standard	Unsatisfactory	NO/ NA
☐ 7.1 Teacher understands, upholds and follows professional ethics, policies and legal codes of professional conduct.	☐	☐ 7.1 Teacher rarely upholds and follows professional ethics, policies and legal codes of professional conduct.	
☐ 7.2 Teacher takes responsibility for engaging in continuous, purposeful professional development	☐	☐ 7.2 Teacher rarely engages in continuous, purposeful professional development	
☐ 7.3 Teacher is an agent of change who seeks opportunities to positively impact teaching quality, school improvements and student achievement.	☐	☐ 7.3 Teacher rarely uses opportunities to positively impact teaching quality, school improvements and/or student achievement.	

Appendix D–2 – Non-instructional Evaluation Form

BOE Approved 6/15/09

Limited Contract Overall Evaluation Rating:	☐ **Meets Standards/Continuous Work on Standards** ☐ **Unsatisfactory**

Exemplary Practices

Evaluator Comments

Teacher Comments

Teacher Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Teacher Initial Copy Received: _____

Appendix E

NOTICE OF NATURE OF POSSIBLE COMPLAINT

TO:_____ FROM: _____
(STAFF MEMBER) (PRINCIPAL)

BUILDING:_____ DATE COMPLAINT RECEIVED: _____

COMPLAINT FROM: _____ TELEPHONE: _____

IN CONFORMITY WITH R.A.C.T. CONTRACT LANGUAGE (ARTICLE 3) YOU ARE HEREBY BEING MADE AWARE OF A POSSIBLE COMPLAINT AGAINST YOU.

THE COMPLAINT CONCERNS:

_____

_____

_____

_____

PLEASE CONTACT THE COMPLAINANT IN AN EFFORT TO RESOLVE THE PROBLEM. BY CONTRACT YOU HAVE TWO (2) WORKING DAYS TO MAKE THE CONTACT AND TO RETURN THE SECOND COPY OF THIS NOTICE TO THE OFFICE. EXPLAIN BRIEFLY THE RESULTS OF THE CONTACT.

DATE OF COMPLAINANT CONTACT (IF POSSIBLE): _____

RESULTS OF CONTACT:

_____

_____

_____

COPIES TO:
WHITE: TEACHER
YELLOW: PRINCIPAL, AFTER COMPLETION

_____/_____
STAFF MEMBER SIGNATURE AND DATE
(FORM HAS BEEN COMPLETED)

Appendix F

COMPLAINTS AGAINST STAFF MEMBERS
(MEETING FORM)
(Article 3)

TO: _____ BUILDING: _____
(STAFF MEMBER)

PRINCIPAL: _____ DATE OF MEETING: _____

PERSONS PRESENT:

_____

_____

FORMAL COMPLAINT:

_____

_____

_____

STAFF MEMBER'S STATEMENT:

_____

_____

_____

SUMMARY OF MEETING:

_____

_____

_____

COPIES TO:
TEACHER

SIGNED:
TEACHER: _____

COMPLAINANT

COMPLAINANT: _____

PRINCIPAL

PRINCIPAL: _____

Appendix G

R.C. 5705.412 CERTIFICATION OF
ADEQUATE REVENUE FOR CONTRACT

The Rossford Exempted Village School District Board of Education has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are sufficient to provide the operating revenues necessary to enable the District to maintain all personnel and programs for all the days set forth in its adopted school calendars and in future fiscal years for the term of the Agreement between the Board and the Rossford Association of Classroom Teachers, effective from September 1, 2016 through August 31, 2019.

The District's estimates of revenue and determination of whether such revenue is sufficient to provide necessary operating revenue for the purpose of making certifications required were made consistent with relevant rules of the Auditor of State and Department of Education.

_____ _____
DATE TREASURER

_____
SUPERINTENDENT OF SCHOOL

_____
PRESIDENT OF BOARD

ROSSFORD BOARD OF EDUCATION

Appendix H

APPLICATION FOR CONTINUING CONTRACT/TENURE

Name:_____

S.S. #_____ Date of Application:_____

Assignment:_____

Effective Date of First ODE License _____

Which of the following do you hold?

a. _____ Teaching Certificate/License Issue Date:_____
_____ Professional 8-Year Issue Date:_____
_____ Permanent Issue Date:_____
_____ Life Certificate Issue Date:_____
_____ 5-Year Professional License Issue Date:_____

b. _____ Master's Degree Issue Date:_____
or
_____ 30 S.H. of Graduate Coursework
or
_____ 6 S.H. with previously held Master's Degree

_____ Completed 3 years of service in Rossford
_____ Had tenure elsewhere and 2 years of service in Rossford
(School system of former tenure:_____)

Applications due by January 1 of the year the Board will consider granting tenure.

Submit to Superintendent

May 2013

Appendix I

Sick Leave Bank Participation

Name_____

In order to participate in the Rossford Schools/TACT Sick Leave Bank (SLB), I understand that one (1) day of sick leave will be deducted from my accumulated sick leave balance and that I may be assessed at a later date for additional days. Understand that I am eligible to benefit from the SLB if and when there is a need. If days are withdrawn from the sick leave bank I will return the borrowed days to the bank after accumulating the required days.

Each member applying for benefits from the SLB shall agree in writing as follows:

> "I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB committee. All decisions of the SLB committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the SLB committee, the Rossford Association of Classroom Teachers, and the Rossford Schools."

When an employee donates days to the SLB, he/she agrees to the state rules for administration of the SLB.

This form must be returned to the Treasurer prior to September 30.

_____ _____
Signature Date

I do not wish to participate in the Sick Leave Bank and fully understand that I <u>will not</u> be eligible for any benefits derived from this bank.

_____ _____
Signature Date

Office Use

_____One sick day deducted from balance. _____
Initials Date

Appendix J

EMPLOYEE APPLICATION FOR SICK LEAVE BANK WITHDRAWAL

Name_____

Current Sick Leave Balance_____ Sick Days Used this School Year_____

Sick Days used for Current Illness_____ Total Days Previously Withdrawn from SLB _____

Employee's reason for request (be specific)_____

_____

_____

_____

Estimate of additional days needed_____

Name of attending physician_____
Telephone_____

Address_____

I specifically acknowledge and agree that the granting of days from the SLB shall be at the sole discretion of the SLB committee. All decisions of the SLB committee will be final and binding and are not subject to grievance. I further agree to abide by such decision and to indemnify and hold harmless the SLB committee, the Rossford Association of Classroom Teachers, and the Rossford Schools.

_____ _____
Signature of applicant Date

Please submit request to Superintendent

Sick Leave Bank Committee Use

_____Request approved for _____days to be withdrawn from Sick Leave Bank.

_____Balance of days owed to Sick Leave Bank

_____Request denied

_____ _____
Signature of SLBC Chairman Date

Treasurer's Office Use
Date days added to Sick Leave Balance_____
Initials_____

Appendix K

Rossford Exempted Village Schools
Request for Personal Leave

Date: _____ Building: _____

Name: _____

I am requesting to be absent from my assignment on: _____ , 20 _____

Explain in detail the reason for the absence: _____

_____

_____

Certificated _____ Classified _____
(Indicate portion of day ½, 1) (Indicate number of hours per day)

_____
(Employee's Signature)

( ) Approved

( ) Not Approved _____

_____
(Principal's or Supervisor's Signature)

_____ _____
(Superintendent's Signature)

DISPOSITION OF COPIES: White-Superintendent Canary – Principal Pink – Business Office Gold - Employee

Appendix L

Responsibilities

ODE LPDC Responsibility

- Educate and assist all ODE certificated/licensed educators.
- Know and communicate the goals of the Ohio Department of Education.
- Know the current law, licensure standards and ODE policies regarding LPDC responsibilities for licensure renewal.
- Approve educators' coursework and other professional development activities to meet the certification/licensure renewal standards.
- Establish and abide by the procedures, criteria and timelines of the LPDC.
- Register the LPDC with the Ohio Department of Education annually.
- Submit LPDC signature verification to the Ohio Department of Education annually.
- Operate under the Open Meetings Act (Sunshine Act) and the Public Records Act.

Educator's Responsibility

- It is the responsibility of the licensed ODE staff member to monitor the expiration date(s) of certificates/licenses.
- Choose coursework and other professional development activities that reflect the principles, mission and goals of the agency, center, office and individual.
- Equivalent Other Activities (EOA) must be completed in accordance with the goals of the approved IPDP and must be pre-approved, Coursework and traditional workshops/seminars do not need to be pre-approved, but must meet the licensure standards and the IPDP goals. Coursework or professional development activities completed prior to the approval of the IPDP will not be accepted.
- It is the responsibility of the educator to fully complete the goals of the IPDP in a timely manner as stated in the proposal. If modifications to the activity/project or the IPDP itself are to be made, these modifications should be submitted for approval to the LPDC chairperson at least one (1) week before the next regularly scheduled LPDC meeting.
- Follow the procedures, criteria and timelines of the LPDC.
- Maintain records of all licensure and LPDC transactions, particularly the LPDC review and approval of an IPDP, coursework and other professional development activities.

Reciprocity

The ODE LPDC shall accept outside LPDC approved professional development credits for any staff member hired by ODE from a local school district or agency as fulfilling all necessary requirements of the ODE renewal process. Work already completed and approved in the previous position shall be honored. Remaining work shall be acquired using the guidelines of the ODE LPDC with resubmission of an IPDP to be completed within the 180-day probation period.

If you were hired by the agency from a school entity with an LPDC, you need to have your former LPDC complete their "Approval Verification Form for Educators Leaving a LPDC"

form. This form will outline the work you have completed and support the reciprocity agreement between LPDCs.
A sample "Approval Verification Form for Educators Leaving a LPDC" is available in Appendix A.

Appeal Process

The requirement for a process that allows an educator to appeal the decision of a Local Professional Development Committee is found in Ohio Revised Code as well as in Ohio's *Teacher Education and Licensure Standards*. While the mandate is clear, the determination of how this process will be implemented at the local level is left to each LPDC.

The ODE LPDC has adopted the following appeal process:

1. Reconsideration
   a. if an educator disagrees with a LPDC decision, the educator will be given the opportunity to meet with the LPDC in person to discuss the IPDP and to discuss his/her case. This discussion will also serve to help the educator gain in understanding of the perspective of the LPDC.
   b. The educator must provide written notice of the intent to appeal to the LPDC at least one week prior to a LPDC meeting. This notice shall be sent to the LPDC chairperson.
   c. The educator will attend the next regularly scheduled LPDC meeting and discuss the LPDC decision.
   d. The LPDC will vote on reconsideration and notify the educator in writing of the LPDC decision within five working days.

2. Third party review
   a. If, after the reconsideration process has taken place, the LPDC and the educator are still unable to come to agreement, the educator must provide a written request to the LPDC for a third party review panel. The educator must provide written notice of the request for a third party review to the LPDC chairperson at least one week prior to the LPDC meeting. This notice shall be sent to the LPDC chairperson.
   b. The panel members will be identified at the next LPDC meeting and the panel will review the LPDC decision within 30 days. The panel will consist of:
      i. One licensed educator selected by the LPDC;
      ii. One licensed educator selected by the educator;
      iii. One licensed educator agreed upon by the above two.

      These three individuals then function as a panel to review the LPDC decision and either uphold it or overturn it.
   c. The educator will be notified in writing of the third party review panel decision within five working days.