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**MASTER AGREEMENT**

**BETWEEN**

**ROSSFORD EXEMPTED VILLAGE SCHOOLS  
BOARD OF EDUCATION**

**AND**

**ROSSFORD ASSOCIATION OF CLASSROOM TEACHERS**

**EFFECTIVE**

**SEPTEMBER 1, 2013– AUGUST 31, 2016**



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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<sup>1</sup> 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 Board and the State Employment Relations Board with notice of its

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<sup>1</sup> Ohio Revised Code. Available at <http://codes.ohio.gov/>.

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 booklet form by the Board of Education at their expense and distributed to all certified personnel. The Association shall be provided twenty (20) additional copies for their use.

#### **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**

1. The index percentage in Appendix C shall be reviewed, prior to commencement of negotiations. The Athletic Committee shall be composed of two (2) representatives from each party. The Committee shall recommend any changes necessary to maintain equity and adequate compensation in Appendix C. Said recommendations shall be made to both negotiating teams. If the position is not included in Appendix C, and if there is no majority recommendation by the Athletic Committee, the Superintendent shall make such recommendation to the Board as he/she deems proper.
2. The index percentage in Appendix C shall be reviewed, prior to commencement of negotiations. The Activities Committees shall be composed of Rossford High School Principal, and one Elementary Principal designated by the Superintendent, one elementary teacher and one senior high school teacher selected by R.A.C.T. The committee shall recommend any changes necessary to maintain equity and adequate compensation in Appendix C. Said recommendations shall be made to both negotiating teams. If the position is not included

in Appendix C, and if there is no majority recommendation by the Activities 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 four (4) times each school year during the school day to discuss the concerns of either the Association or the Board. The committee will consist of 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 Site-Based Decision Making 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**

Step I

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 the provisions of Article XII A, Termination, or 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 Appendix D-1) 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. Notice of non-renewal must include written reasons for non-renewal and must be received prior to June 1.
- c. Upon notification of non-renewal, a teacher is entitled to a meeting with the superintendent to review the reasons for non-renewal.
- d. 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.
- e. 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.

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 (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. In implementing the four teacher members and two-year terms at the beginning of 2008-09, RACT will designate the two (2) teacher members who will have a one-year term in 2008-09 and the two (2) teacher members who will have the two-year terms in 2008-09 and 2009-10. Thereafter all teacher member terms shall be for two years.

The Committee will meet monthly (September . May) during the school day with release time 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. The Board will schedule 4 days as delayed start for students with staff input.
  - c. 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 participating 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+~~ 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 VI of the Negotiated Agreement, but shall not be entitled to severance pay under Article X 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 schedule in Appendix "C" 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 4 days as delayed start for students with input from staff.

## **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 twice a semester 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. 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)

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. (to be submitted to the Building Principal)

## **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 2013-14 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 (M) 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 ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ) 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- $\frac{1}{4}$  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- $\frac{1}{4}$  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 a "Calamity Day", called by the Superintendent, occurs 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. The Superintendent, in conjunction with the Rossford Association of Classroom Teachers, will establish procedures for teacher evaluation which will be available in the office of the Superintendent.
2. A joint committee of three (3) teachers appointed by RACT and three (3) administrators appointed by the Superintendent 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 instrument to state law.

3. A joint committee of two non-instructional Association members appointed by the Association President and two persons appointed by the Superintendent shall mutually develop appropriate evaluation rubrics, forms and procedures by the beginning of 2014-15 school year. The 2011-12 evaluation form and procedure will be used in 2013-14.
4.
  - 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. The evaluation/observation forms will be reviewed by a Committee.
  - D. The teacher shall have the right to attach a written response to the evaluation.

**B. Teacher Evaluation Committee**

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Policy Consultation 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.

If either party wishes to consider any change or revision to the evaluation 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.

**C. 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. 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 a Committee consisting 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.

2. 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, 2013, 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 \$38,468. Effective September 1, 2014, 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 \$38,853. Effective September 1, 2015, 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 \$39,436.

The first figure in each column shall be obtained by multiplying the preceding first figure by 1.03 (only whole dollars carried forward).

Each full year step shall be obtained by multiplying the preceding full year step by 1.04 (only whole dollars carried forward).

The resulting salary schedule is shown in Appendix B (only whole dollars carried forward).

**B. 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.

**C. 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.

**D. Credit for Additional Training**

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.

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.

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. 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 final three increments, 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.

**E. Severance**

Each retiring employee of the Rossford Exempted Village School District shall, upon application, be entitled to receive payment for one-fourth ( $\frac{1}{4}$ ) 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 ( $\frac{1}{4}$ ); 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.

**F. 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 workers' 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.

**G. Extended Time**

Position	Number of Extended Days*	
	Minimum	Discretionary
Glenwood Guidance Counselor	5	5
Indian Hills/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
Elementary Music Teacher (Band Start-up)	2	2
Elementary Music Teacher (Band Start-up)	2	2
<b>Totals</b>	<b>61</b>	<b>67</b>

\*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.

**H. Hourly Rate**

The determination of the Hourly Rate should be based on the index of the base salary. Effective September 1, 2013, the hourly rate for tutors and IAT Core Team Members shall be at the rate of twenty-seven dollars and one cents (\$27.01) per hour for each hour worked with fringe benefits as specified by the Board of Education policy. Effective September 1, 2014, twenty-seven dollars and twenty-eight cents (\$27.28). Effective September 2015, twenty-seven dollars and sixty-nine cents (\$27.69). Any hours worked above the normal workday, before or after school, shall be submitted on a timesheet for payment.

## **I. Intervention Assistance Team (IAT)**

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 IAT 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.

## **J. 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.

## **K. 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 (25 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.

## **L. 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.

**M. 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. Insurance**

#### **1. Health Insurance:**

The Board of Education shall continue to provide low-deductible PPO health insurance. Effective September 1, 2013, participating

employees shall pay twelve and one-half percent (12.5%) of the cost of the premium for single or family coverage. Effective September 1, 2014, that percentage will become fifteen percent (15%).

Rossford Exempted Village Schools Health Plan Options are as follows:

Benefits	PPO Plan CMM	
	Network	Non-Network
Deductible	\$50/\$100	\$100/\$200
Coinsurance	90%/10%	70%/30%
Out-of-Pocket Maximum	\$250, including ded	\$500, including ded

Office Visits	\$15/25	Deductible + Coinsurance
Routine Annual Pap Smear/Colon	100%	Deductible + Coinsurance
Mammography	\$5 with age limits	Ded+Coins with age limits
Well Child	100% up to \$ limits	Deductible + Coinsurance
Outpatient Surgery	Deductible + Coinsurance	Deductible + Coinsurance
Outpatient Diagnostic Testing	Deductible + Coinsurance	Deductible + Coinsurance
Maternity	Deductible + Coinsurance	Deductible + Coinsurance
Hospital Inpatient Care	Call Medical Mutual	Call Medical Mutual
Inpatient Stay	Deductible + Coinsurance	Deductible + Coinsurance
Skilled Nursing Facility	Deductible + Coinsurance	Deductible + Coinsurance
X-ray and Lab	Deductible + Coinsurance	Deductible + Coinsurance
Physical, Occupational Therapy	Ded + Coin 60 treatments	Ded + Coin 60 treatments
Physician-Inpatient	Ded + Coin to 120 visits	Ded + Coin to 120 visits

#### **Emergency Care**

Accident	Ded + Coin 10%	Ded + Coin 10%
Acute Med	Ded + Coin 10%	Ded + Coin 10%

**Mental Health/Substance Abuse**

Inpatient	Ded + Coins 31 Days	Ded + Coins 31 Days
Outpatient	Ded + Coins 31 Days	Ded + Coins 20 Days
Allergy Testing	Deductible + Coinsurance	Deductible + Coinsurance
Allergy Injections	\$5	Deductible + Coinsurance
*Durable Medical Equipment	Deductible + Coinsurance	Deductible + Coinsurance
Ambulance	Deductible + Coinsurance	Deductible + Coinsurance
Retail RX . 30 day supply Mail-In . 90 day supply	\$10/30/60	\$10/30/60
TMJ Appliance	Deductible + Coinsurance	Deductible + Coinsurance
Inhalation Therapy	Deductible + Coinsurance	Deductible + Coinsurance

\* Durable medical equipment rental is covered up to purchase price.

Note: Out-of-network deductibles and coinsurance maximums will apply to in-network deductibles and coinsurance maximums. In-network deductibles and coinsurance will not apply to out-of-network deductibles and coinsurance.

Beginning January 1, 2009, the PPO in-network deductibles shall be increased to \$200 for single coverage and \$400 for family coverage, and the PPO in-network out-of-pocket maximum shall be increased to \$400, including the deductible. Beginning January 1, 2009, the PPO non-network deductibles shall be increased to \$400 for single coverage and \$800 for family coverage, and the PPO non-network out-of-pocket maximum shall be increased to \$800, including the deductible.

Beginning in February, 2010 for the calendar year deductible, January . December, 2009 and each year thereafter, the Board shall pay each bargaining unit member an amount equal to the cost incurred by that member during the previous calendar year in deductible expense in excess of the 2008 deductible for that plan option, up to a total payment not to exceed \$150 for single coverage and \$300 for family coverage.

2. The Board of Education may develop and offer a high deductible health plan paired with a health savings account.
3. **Life Insurance:**

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

**B. 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

**C. Vision Insurance**

The Board shall provide vision insurance with the following allowances:

Schedule of Allowances

<u>Procedures</u>	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

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

E. 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.

- F. 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. 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, 2013, and shall continue in effect through August 31, 2016, at which time it will expire.

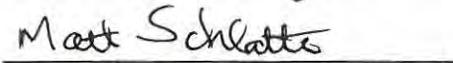
Agreements reached between the parties shall become binding upon the Board of Education and the Rossford Association of Classroom Teachers immediately following the ratification by the Association and adoption by the Rossford Board of Education.

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, 2016, or the anniversary date of any such renewal.

Date: 8-15-13 Date: 8-19-13

#### Rossford Association of Classroom Teachers

  
Steve Doughten, President

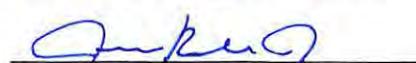
  
Matt Schlatter, Negotiating Team

  
Scott Dorn, Negotiating Team

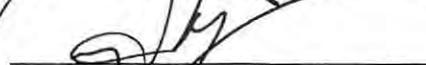
  
Deborah Pitzer, Negotiating Team

#### Rossford Board of Education

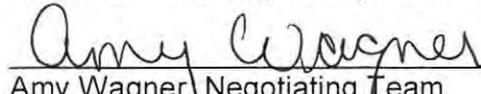
  
Dan Creps, Superintendent

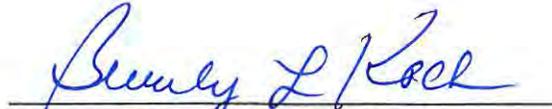
  
James Rossler, Jr., Treasurer

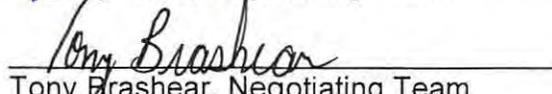
  
Dawn Burks, President

  
Doug Miller, Negotiating Team

  
Dawn Mikolas, Negotiating Team

  
Amy Wagner, Negotiating Team

  
Beverly Koch, Negotiating Team

  
Tony Brashear, Negotiating Team

  
Jeff Taylor, 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 \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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 \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

# Appendix B-1

ROSSFORD BOARD OF EDUCATION SALARY SCHEDULE/INDEX		EFFECTIVE 9-1-2013									
	BA	BA10	BA20	BA30	MA	MA10	MA20	MA30	SPEC	DOCT	
Step 0	38,468 1.0000	39,622 1.0300	40,811 1.0609	42,034 1.0927	43,296 1.1255	44,596 1.1593	45,935 1.1941	47,312 1.2299	48,731 1.2668	50,193 1.3048	
Step 1	40,007 1.0400	41,207 1.0712	42,442 1.1033	43,715 1.1364	45,027 1.1705	46,377 1.2056	47,770 1.2418	49,204 1.2791	50,678 1.3174	52,201 1.3570	
Step 2	41,807 1.0816	42,853 1.1140	44,142 1.1475	45,465 1.1819	46,831 1.2174	48,235 1.2539	49,681 1.2915	51,170 1.3302	52,713 1.3703	54,290 1.4113	
Step 3	43,273 1.1249	44,569 1.1586	45,908 1.1934	47,285 1.2292	48,700 1.2660	50,162 1.3040	51,666 1.3431	53,217 1.3834	54,813 1.4249	56,459 1.4677	
Step 4	45,004 1.1699	46,354 1.2050	47,743 1.2411	49,174 1.2783	50,659 1.3169	52,170 1.3562	53,736 1.3969	55,348 1.4388	57,006 1.4819	58,718 1.5264	
Step 5	46,804 1.2167	48,208 1.2532	49,651 1.2907	51,143 1.3295	52,678 1.3694	54,255 1.4104	55,882 1.4527	57,580 1.4963	59,287 1.5412	61,068 1.5875	
Step 6	48,674 1.2653	50,135 1.3033	51,639 1.3424	53,186 1.3826	54,782 1.4241	56,429 1.4669	58,121 1.5109	59,864 1.5562	61,660 1.6029	63,511 1.6510	
Step 7	50,620 1.3159	52,140 1.3554	53,705 1.3961	55,317 1.4380	56,975 1.4811	58,683 1.5255	60,445 1.5713	62,257 1.6184	64,126 1.6670	66,050 1.7170	
Step 8	52,647 1.3686	54,224 1.4096	55,852 1.4519	57,529 1.4955	59,262 1.5403	61,029 1.5865	62,861 1.6341	64,749 1.6832	66,692 1.7337	68,692 1.7857	
Step 9	54,752 1.4233	56,394 1.4660	58,087 1.5100	59,829 1.5553	61,622 1.6019	63,472 1.6500	65,376 1.6995	67,338 1.7505	69,358 1.8030	71,439 1.8571	
Step 10	56,940 1.4802	58,652 1.5247	60,410 1.5704	62,222 1.6175	64,088 1.6660	66,011 1.7160	67,992 1.7675	70,031 1.8205	72,131 1.8751	74,297 1.9314	
Step 11	59,221 1.5395	60,995 1.5856	62,826 1.6332	64,711 1.6822	66,654 1.7327	68,650 1.7846	70,712 1.8382	72,831 1.8933	75,016 1.9501	77,271 2.0087	
Step 12			65,338 1.6985	67,300 1.7495	69,319 1.8020	71,397 1.8560	73,539 1.9117	75,747 1.9691	78,017 2.0281	80,360 2.0890	
Step 13					72,093 1.8741	74,255 1.9303	76,482 1.9882	78,775 2.0478	81,141 2.1093	83,572 2.1725	
Step 15	61,567 1.6010	63,438 1.6491	67,954 1.7665	69,993 1.8195	74,974 1.9490	77,225 2.0075	79,540 2.0677	81,925 2.1297	84,383 2.1936	86,915 2.2594	
Step 18	64,053 1.6651	65,973 1.7150	70,670 1.8371	72,789 1.8922	77,975 2.0270	80,313 2.0878	82,722 2.1504	85,203 2.2149	87,761 2.2814	90,392 2.3498	
Step 23					81,094 2.1081	83,526 2.1713	86,030 2.2364	88,611 2.3035	91,269 2.3726	94,008 2.4438	
Step 25	66,615 1.7317	68,612 1.7836	73,497 1.9106	75,701 1.9679	84,337 2.1924	86,868 2.2582	89,473 2.3259	92,154 2.3956	94,920 2.4675	97,796 2.5415	

## Appendix B-2

ROSSFORD BOARD OF EDUCATION SALARY SCHEDULE/INDEX		EFFECTIVE 9-1-2014									
	BA	BA10	BA20	BA30	MA	MA10	MA20	MA30	SPEC	DOCT	
Step 0	38,853 1.0000	40,019 1.0300	41,219 1.0609	42,455 1.0927	43,729 1.1255	45,042 1.1593	46,394 1.1941	47,785 1.2299	49,219 1.2668	50,695 1.3048	
Step 1	40,407 1.0400	41,619 1.0712	42,867 1.1033	44,153 1.1364	45,477 1.1705	46,841 1.2056	48,248 1.2418	49,697 1.2791	51,185 1.3174	52,724 1.3570	
Step 2	42,023 1.0816	43,282 1.1140	44,584 1.1475	45,920 1.1819	47,300 1.2174	48,718 1.2539	50,179 1.2915	51,682 1.3302	53,240 1.3703	54,833 1.4113	
Step 3	43,706 1.1249	45,015 1.1586	46,367 1.1934	47,758 1.2292	49,188 1.2660	50,664 1.3040	52,183 1.3431	53,749 1.3834	55,362 1.4249	57,025 1.4677	
Step 4	45,454 1.1699	46,818 1.2050	48,220 1.2411	49,666 1.2783	51,166 1.3169	52,692 1.3562	54,274 1.3969	55,902 1.4388	57,576 1.4819	59,305 1.5264	
Step 5	47,272 1.2167	48,691 1.2532	50,148 1.2907	51,655 1.3295	53,205 1.3694	54,798 1.4104	56,442 1.4527	58,136 1.4963	59,880 1.5412	61,679 1.5875	
Step 6	49,161 1.2653	50,637 1.3033	52,156 1.3424	53,718 1.3826	55,331 1.4241	56,993 1.4669	58,703 1.5109	60,463 1.5562	62,277 1.6029	64,146 1.6510	
Step 7	51,127 1.3159	52,661 1.3554	54,243 1.3961	55,871 1.4380	57,545 1.4811	59,270 1.5255	61,050 1.5713	62,880 1.6184	64,768 1.6670	66,711 1.7170	
Step 8	53,174 1.3686	54,767 1.4096	56,411 1.4519	58,105 1.4955	59,845 1.5403	61,640 1.5865	63,490 1.6341	65,397 1.6832	67,359 1.7337	69,380 1.7857	
Step 9	55,299 1.4233	56,958 1.4660	58,668 1.5100	60,428 1.5553	62,239 1.6019	64,107 1.6500	66,031 1.6995	68,012 1.7505	70,052 1.8030	72,154 1.8571	
Step 10	57,510 1.4802	59,239 1.5247	61,015 1.5704	62,845 1.6175	64,729 1.6660	66,672 1.7160	68,673 1.7675	70,732 1.8205	72,853 1.8751	75,041 1.9314	
Step 11	59,814 1.5395	61,605 1.5856	63,455 1.6332	65,359 1.6822	67,321 1.7327	69,337 1.7846	71,420 1.8382	73,560 1.8933	75,767 1.9501	78,044 2.0087	
Step 12			65,992 1.6985	67,973 1.7495	70,013 1.8020	72,111 1.8560	74,275 1.9117	76,505 1.9691	78,798 2.0281	81,164 2.0890	
Step 13					72,814 1.8741	74,998 1.9303	77,248 1.9882	79,563 2.0478	81,953 2.1093	84,408 2.1725	
Step 15	62,204 1.6010	64,072 1.6491	66,034 1.7065	70,693 1.8195	75,724 1.9490	77,997 2.0075	80,336 2.0677	82,745 2.1297	85,228 2.1936	87,784 2.2594	
Step 18	64,694 1.6651	66,633 1.7150	71,377 1.8371	73,518 1.8922	78,755 2.0270	81,117 2.0878	83,549 2.1504	86,056 2.2149	88,639 2.2814	91,297 2.3498	
Step 23					81,906 2.1081	84,362 2.1713	86,891 2.2364	89,498 2.3035	92,183 2.3726	94,949 2.4438	
Step 25	67,282 1.7317	69,298 1.7836	74,233 1.9106	76,459 1.9679	85,181 2.1924	87,738 2.2582	90,366 2.3259	93,076 2.3956	95,670 2.4675	98,745 2.5415	

# Appendix B-3

ROSSFORD BOARD OF EDUCATION SALARY SCHEDULE/INDEX		EFFECTIVE 9-1-2015								
	BA	BA10	BA20	BA30	MA	MA10	MA20	MA30	SPEC	DOCT
Step 0	39,436 1.0000	40,819 1.0300	41,838 1.0609	43,092 1.0927	44,385 1.1255	45,718 1.1593	47,091 1.1941	48,502 1.2289	49,958 1.2668	51,456 1.3048
Step 1	41,013 1.0400	42,244 1.0712	43,510 1.1033	44,815 1.1364	46,160 1.1705	47,544 1.2056	48,972 1.2418	50,443 1.2791	51,953 1.3174	53,515 1.3570
Step 2	42,654 1.0816	43,932 1.1140	45,253 1.1475	46,609 1.1819	48,009 1.2174	49,449 1.2539	50,932 1.2915	52,458 1.3302	54,039 1.3703	55,656 1.4113
Step 3	44,362 1.1249	45,691 1.1586	47,063 1.1934	48,475 1.2292	49,926 1.2660	51,425 1.3040	52,966 1.3431	54,556 1.3834	56,182 1.4249	57,880 1.4677
Step 4	46,136 1.1699	47,520 1.2050	48,944 1.2411	50,411 1.2783	51,933 1.3169	53,483 1.3562	55,088 1.3969	56,741 1.4388	58,440 1.4819	60,195 1.5264
Step 5	47,982 1.2167	49,421 1.2532	50,900 1.2907	52,430 1.3295	54,004 1.3694	55,621 1.4104	57,289 1.4527	59,008 1.4963	60,779 1.5412	62,605 1.5875
Step 6	49,898 1.2653	51,397 1.3033	52,939 1.3424	54,524 1.3826	56,161 1.4241	57,849 1.4669	59,584 1.5109	61,370 1.5562	63,212 1.6029	65,109 1.6510
Step 7	51,864 1.3159	53,452 1.3554	55,057 1.3961	56,709 1.4380	58,409 1.4811	60,160 1.5255	61,966 1.5713	63,823 1.6184	65,740 1.6670	67,712 1.7170
Step 8	53,972 1.3686	55,589 1.4096	57,257 1.4519	58,977 1.4955	60,743 1.5403	62,565 1.5865	64,442 1.6341	66,379 1.6832	68,370 1.7337	70,421 1.7857
Step 9	56,129 1.4233	57,813 1.4660	59,548 1.5100	61,335 1.5553	63,173 1.6019	65,069 1.6500	67,021 1.6995	69,033 1.7505	71,103 1.8030	73,237 1.8571
Step 10	58,373 1.4802	60,128 1.5247	61,930 1.5704	63,788 1.6175	65,700 1.6660	67,672 1.7160	69,703 1.7675	71,793 1.8205	73,946 1.8751	76,167 1.9314
Step 11	60,712 1.5395	62,530 1.5856	64,407 1.6332	66,339 1.6822	68,331 1.7327	70,377 1.7846	72,491 1.8382	74,664 1.8933	76,904 1.9501	79,215 2.0087
Step 12			66,982 1.6985	68,993 1.7495	71,064 1.8020	73,193 1.8560	75,390 1.9117	77,653 1.9691	79,980 2.0281	82,382 2.0890
Step 13					73,907 1.8741	76,123 1.9303	78,407 1.9882	80,757 2.0478	83,182 2.1093	85,675 2.1725
Step 15	63,137 1.6010	65,034 1.6491	66,964 1.7085	71,754 1.8195	76,861 1.9490	79,168 2.0075	81,542 2.0677	83,987 2.1297	86,507 2.1936	89,102 2.2594
Step 18	65,665 1.6651	67,633 1.7150	72,448 1.8371	74,621 1.8922	79,937 2.0270	82,334 2.0878	84,803 2.1504	87,347 2.2149	89,969 2.2814	92,667 2.3498
Step 23					83,135 2.1081	85,627 2.1713	88,195 2.2384	90,841 2.3035	93,565 2.3726	96,374 2.4438
Step 25	68,291 1.7317	70,338 1.7836	75,346 1.9106	77,606 1.9679	86,459 2.1924	89,054 2.2582	91,724 2.3259	94,473 2.3956	97,308 2.4675	100,227 2.5415

# Appendix C-1

## APPENDIX C-1

### ROSSFORD BOARD OF EDUCATION SUPPLEMENTAL CONTRACT SALARIES

POSITION	INDEX %	BASE	BASE	BASE
		9/1/2013	9/1/2014	9/1/2015
		\$38,468	\$38,853	\$39,436
High School Site Manager	0.11	\$4,231	\$4,274	\$4,338
Junior High Athletic Director-w/2 extra duty periods	0.18	\$6,155	\$6,216	\$6,310
Strength Coach (.03 for 12 weeks)	0.20	\$7,694	\$7,771	\$7,887
Concession Stand Coordinator	0.12	\$4,616	\$4,662	\$4,732
Varsity Football	0.21	\$8,078	\$8,159	\$8,282
Assistant Varsity Football - 4	0.14	\$5,386	\$5,439	\$5,521
Freshman Football - 2 (if a team)	0.11	\$4,231	\$4,274	\$4,338
Junior High Football - 4	0.09	\$3,462	\$3,497	\$3,549
Varsity Cross Country	0.12	\$4,616	\$4,662	\$4,732
Assistant Cross Country (if over 10)	0.09	\$3,462	\$3,497	\$3,549
Junior High Cross Country	0.08	\$3,077	\$3,108	\$3,155
Assistant Junior High Cross Country (if over 10)	0.06	\$2,308	\$2,331	\$2,366
Varsity Soccer - 2	0.13	\$5,001	\$5,051	\$5,127
Assistant Soccer - 2 (if over 18)	0.08	\$3,077	\$3,108	\$3,155
Golf	0.13	\$5,001	\$5,051	\$5,127
Assistant Golf (if over 9)	0.07	\$2,693	\$2,720	\$2,761
Girls Golf	0.13	\$5,001	\$5,051	\$5,127
Assistant Girls Golf (if over 9)	0.07	\$2,693	\$2,720	\$2,761
Varsity Volleyball	0.15	\$5,770	\$5,828	\$5,915
Assistant Volleyball	0.10	\$3,847	\$3,885	\$3,944
Freshman Volleyball (if a team)	0.09	\$3,462	\$3,497	\$3,549
Junior High Volleyball - 2	0.08	\$3,077	\$3,108	\$3,155
Varsity Basketball - 2	0.21	\$8,078	\$8,159	\$8,282
Assistant Varsity Basketball - 4	0.14	\$5,386	\$5,439	\$5,521
Freshman Basketball - 2	0.11	\$4,231	\$4,274	\$4,338
Junior High Basketball - 4	0.09	\$3,462	\$3,497	\$3,549
Junior High Basketball Assistant - 2	0.03	\$1,154	\$1,166	\$1,183
Varsity Wrestling	0.18	\$6,924	\$6,994	\$7,098
Assistant Wrestling - 2 (if over 22)	0.12	\$4,616	\$4,662	\$4,732
3rd Assistant Wrestling Coach (if over 33 total OR if over 15 Freshmen)	0.10	\$3,847	\$3,885	\$3,944
Junior High Wrestling - 2 (if over 12)	0.08	\$3,077	\$3,108	\$3,155
Bowling	0.09	\$3,462	\$3,497	\$3,549
Varsity Softball	0.15	\$5,770	\$5,828	\$5,915
Assistant Softball - 2 (if a team)	0.10	\$3,847	\$3,885	\$3,944
Tennis - 2	0.13	\$5,001	\$5,051	\$5,127
Assistant Tennis (if over 12) (each season)	0.05	\$1,923	\$1,943	\$1,972
Varsity Baseball	0.15	\$5,770	\$5,828	\$5,915

## Appendix C-2

### APPENDIX C-2

#### ROSSFORD BOARD OF EDUCATION SUPPLEMENTAL CONTRACT SALARIES

POSITION	INDEX %	BASE	BASE	BASE
		9/1/2013	9/1/2014	9/1/2015
		<u>\$38,468</u>	<u>\$38,853</u>	<u>\$39,438</u>
Assistant Baseball - 2 (if a team)	0.10	\$3,847	\$3,885	\$3,944
Varsity Track	0.15	\$5,770	\$5,828	\$5,915
Assistant Track - 3	0.10	\$3,847	\$3,885	\$3,944
Junior High Track - 4 (5th if over 75)	0.08	\$3,077	\$3,108	\$3,155
Cheerleader Advisor 10-12	0.12	\$4,616	\$4,662	\$4,732
Assistant Cheerleader Advisor	0.08	\$3,077	\$3,108	\$3,155
Junior High Cheerleader Advisor	0.09	\$3,462	\$3,497	\$3,549
Dance Team Director	0.02	\$789	\$777	\$789
Wrestlerette Advisor 9-12	0.06	\$2,308	\$2,331	\$2,366
Junior High Wrestlerette Advisor	0.03	\$1,154	\$1,166	\$1,183
Art Club (JH)	0.02	\$789	\$777	\$789
Asst Building Technology Representative (HS and GL)	0.035	\$1,346	\$1,360	\$1,380
Band Instrumental Coach	0.03	\$1,154	\$1,166	\$1,183
Book Club (HS)	0.02	\$789	\$777	\$789
Building Technology Representative	0.07	\$2,693	\$2,720	\$2,761
Chess Advisor	0.03	\$1,154	\$1,166	\$1,183
Choral Director	0.08	\$3,077	\$3,108	\$3,155
Choral Piano Accompaniment	0.03	\$1,154	\$1,166	\$1,183
Class Advisor (10, 11 & 12)	0.03	\$1,154	\$1,166	\$1,183
Class Advisor (9)	0.02	\$789	\$777	\$789
Computer Club (each elementary building)	0.02	\$789	\$777	\$789
Department Head - HS	0.06	\$2,308	\$2,331	\$2,366
Department Head - JH	0.04	\$1,539	\$1,554	\$1,577
Drama Club Advisor	0.16	\$6,155	\$6,216	\$6,310
Drama Club Assistant	0.07	\$2,693	\$2,720	\$2,761
Drama Choreographer	0.03	\$1,154	\$1,166	\$1,183
Drama Instrumental Director	0.03	\$1,154	\$1,166	\$1,183
Drama Piano Accompaniment	0.03	\$1,154	\$1,166	\$1,183
Drama Vocal Director	0.03	\$1,154	\$1,166	\$1,183
Instrumental Music Director	0.13	\$5,001	\$5,051	\$5,127
International Club	0.03	\$1,154	\$1,166	\$1,183
Just Say No Advisor	0.02	\$789	\$777	\$789
Majorette Advisor	0.03	\$1,154	\$1,166	\$1,183
Mentor	0.03	\$1,154	\$1,166	\$1,183
National Honor Society	0.03	\$1,154	\$1,166	\$1,183
Newspaper (HS)	0.02	\$789	\$777	\$789

## Appendix C-3

### APPENDIX C-3

#### ROSSFORD BOARD OF EDUCATION SUPPLEMENTAL CONTRACT SALARIES

POSITION	INDEX %	BASE	BASE	BASE
		9/1/2013	9/1/2014	9/1/2015
		<u>\$38,468</u>	<u>\$38,853</u>	<u>\$39,438</u>
Outdoor Education Teacher	0.02	\$789	\$777	\$789
Quiz Bowl Advisor (HS)	0.03	\$1,154	\$1,166	\$1,183
Reading Specialist (each elementary building)	0.07	\$2,693	\$2,720	\$2,761
Assistant Reading Specialist (GL)	0.035	\$1,346	\$1,360	\$1,380
Red Cross (HS)	0.02	\$789	\$777	\$789
Running Club (each elementary building)	0.02	\$789	\$777	\$789
Safety Patrol (each elementary building)	0.03	\$1,154	\$1,166	\$1,183
Student Council (HS)	0.06	\$2,308	\$2,331	\$2,366
Student Council (JH)	0.02	\$789	\$777	\$789
Student Council (each elementary building)	0.02	\$789	\$777	\$789
Teen Institute (HS)	0.03	\$1,154	\$1,166	\$1,183
Teen Institute (JH)	0.03	\$1,154	\$1,166	\$1,183
Yearbook (HS)	0.04	\$1,539	\$1,554	\$1,577
Yearbook (JH)	0.04	\$1,539	\$1,554	\$1,577

## **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 1<sup>st</sup> 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**

### **PROFESSIONAL GROWTH OBJECTIVES**

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

### **OBSERVATION**

Teachers shall be observed two times with each observation lasting a minimum of thirty (30) minutes. You may be observed more than two times for each evaluation. A conference will be held soon after the observation to review the areas marked.

### **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 with the teacher via the eTPES system.

### **EVALUATION**

Teachers shall receive one evaluation. The evaluation shall consist of 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 1<sup>st</sup> and the teacher shall receive a written report of the results of the evaluation by May 10<sup>th</sup>.

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.

### **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.

## **DUE PROCESS**

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

# 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-Conference Date: \_\_\_\_\_

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
<input type="checkbox"/> 1.1 Teacher displays knowledge of how students learn and of the developmental characteristics of age groups.	<input type="checkbox"/>	<input type="checkbox"/> 1.1 Teacher demonstrates little understanding of how students learn. Teacher has minimal knowledge of developmental influences on learning.	
<input type="checkbox"/> 1.2 Teacher understands what students know and are able to do and uses this knowledge to meet the needs of all students.	<input type="checkbox"/>	<input type="checkbox"/> 1.2 Teacher gathers little information about students' prior knowledge and abilities to plan and deliver instruction.	
<input type="checkbox"/> 1.3 Teacher expects that all students will achieve to their full potential.	<input type="checkbox"/>	<input type="checkbox"/> 1.3 Teacher does not clearly communicate expectations for all students. Teacher does not persist in effort to help all students.	
<input type="checkbox"/> 1.4 Teacher respects students' diverse cultures, language skills and experiences.	<input type="checkbox"/>	<input type="checkbox"/> 1.4 Teacher is unaware of cultural differences and student experiences.	
<input type="checkbox"/> 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.	<input type="checkbox"/>	<input type="checkbox"/> 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
<input type="checkbox"/> 2.1 Teacher knows the content they teach and uses their knowledge of content-specific concepts, assumptions and skills to plan instruction.	<input type="checkbox"/>	<input type="checkbox"/> 2.1 Teacher displays minimal knowledge of content-specific concepts, assumptions and skills to plan instruction.	
<input type="checkbox"/> 2.2 Teacher understands and uses content-specific instructional strategies to effectively teach the central concepts and skills of the discipline.	<input type="checkbox"/>	<input type="checkbox"/> 2.2 Teacher fails to use content specific instructional strategies to effectively teach the central concepts and skill of the discipline.	
<input type="checkbox"/> 2.3 Teacher understands school and district curriculum priorities and the Ohio academic content standards.	<input type="checkbox"/>	<input type="checkbox"/> 2.3 Teacher minimal knowledge of school and district curriculum priorities and the Ohio academic content standards.	
<input type="checkbox"/> 2.4 Teacher understands the relationship of knowledge within the discipline to other content areas.	<input type="checkbox"/>	<input type="checkbox"/> 2.4 Teacher displays basic understanding of the relationships of knowledge within the discipline to other content areas.	
<input type="checkbox"/> 2.5 Teacher connects content to relevant life experiences and career opportunities.	<input type="checkbox"/>	<input type="checkbox"/> 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
<input type="checkbox"/> 3.1 Teacher is knowledgeable about assessment types, their purposes and the data they generate.	<input type="checkbox"/>	<input type="checkbox"/> 3.1 Teacher lacks knowledge of assessment types. Teacher minimally demonstrates using assessments to support student learning.	
<input type="checkbox"/> 3.2 Teacher selects and uses a variety of diagnostic, formative and summative assessments.	<input type="checkbox"/>	<input type="checkbox"/> 3.2 Teacher rarely selects, develops, or uses a variety of assessments.	
<input type="checkbox"/> 3.3 Teacher analyzes data to monitor student progress and learning and to plan, differentiate and modify instruction.	<input type="checkbox"/>	<input type="checkbox"/> 3.3 Teacher uses a minimal amount of data to monitor student progress, learning, and planning of instruction.	
<input type="checkbox"/> 3.4 Teacher collaborates and communicates student progress with students, parents and colleagues.	<input type="checkbox"/>	<input type="checkbox"/> 3.4 Teacher does not provide clear and timely feedback of student progress.	
<input type="checkbox"/> 3.5 Teacher involves learners in self-assessment and goal setting to address gaps between performance and potential.	<input type="checkbox"/>	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
<input type="checkbox"/> 4.1 Teacher aligns his/her instructional goals and activities with school and district priorities and Ohio's academic content standards.	<input type="checkbox"/>	<input type="checkbox"/> 4.1 Teacher rarely aligns instructional goals or activities with school and district priorities or Ohio's academic content standards.	
<input type="checkbox"/> 4.2 Teacher communicates clear learning goals and explicitly links learning activities to those defined goals.	<input type="checkbox"/>	<input type="checkbox"/> 4.2 Teacher rarely communicates clear learning goals and links learning activities clearly defined goals.	
<input type="checkbox"/> 4.3 Teacher applies knowledge of how students think and learn to instructional design and delivery.	<input type="checkbox"/>	<input type="checkbox"/> 4.3 Teacher applies minimal knowledge of how students think and learn to instructional design and delivery.	
<input type="checkbox"/> 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.	<input type="checkbox"/>	<input type="checkbox"/> 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.	
<input type="checkbox"/> 4.5 Teacher creates and selects activities that are designed to help students develop as independent learners and complex problem-solvers.	<input type="checkbox"/>	<input type="checkbox"/> 4.5 Teacher rarely creates or selects activities that are designed to help students develop as independent learners and complex problem-solvers.	
<input type="checkbox"/> 4.6 Teacher uses resources effectively, including technology, to enhance student learning.	<input type="checkbox"/>	<input type="checkbox"/> 4.6 Teacher rarely uses resources effectively, including technology, to enhance student learning.	

## Appendix D–2 – Non-instructional Evaluation Form

BOE Approved 6/13/09

### Standard 5- Classroom Learning Environment

Meets Standard	Continuous Work on Standard	Unsatisfactory	NO/NA
<input type="checkbox"/> 5.1 Teacher treats all students fairly and establishes an environment that is respectful, supportive and caring.	<input type="checkbox"/>	<input type="checkbox"/> 5.1 Teacher does not respond to misbehavior, or the response is inconsistent, or is overly passive.	
<input type="checkbox"/> 5.2 Teacher creates an environment that is physically and emotionally safe.	<input type="checkbox"/>	<input type="checkbox"/> 5.2 Teacher does not respect the student's dignity, or embarrasses, humiliates or makes sarcastic comments.	
<input type="checkbox"/> 5.3 Teacher motivates students to work productively and assume responsibility for their own learning.	<input type="checkbox"/>	<input type="checkbox"/> 5.3 No classroom expectations or standards of conduct appear to have been established or students are confused as to what the standards are.	
<input type="checkbox"/> 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.	<input type="checkbox"/>	<input type="checkbox"/> 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
<input type="checkbox"/> 6.1 Teacher communicates clearly and effectively.	<input type="checkbox"/>	<input type="checkbox"/> 6.1 Teacher rarely communicates effectively.	
<input type="checkbox"/> 6.2 Teacher shares responsibility with parents and caregivers to support student learning, emotional and physical development and mental health.	<input type="checkbox"/>	<input type="checkbox"/> 6.2 Teacher rarely shares responsibility with parents and caregivers to support student learning, emotional and physical development and mental health.	
<input type="checkbox"/> 6.3 Teacher collaborates effectively with other teachers, administrators and school and district staff.	<input type="checkbox"/>	<input type="checkbox"/> 6.3 Teacher rarely collaborates with other teachers, administrators and school and district staff.	
<input type="checkbox"/> 6.4 Teacher collaborates effectively with the local community and community agencies, when and where appropriate, to promote a positive environment for student learning.	<input type="checkbox"/>	<input type="checkbox"/> 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
<input type="checkbox"/> 7.1 Teacher understands, upholds and follows professional ethics, policies and legal codes of professional conduct.	<input type="checkbox"/>	<input type="checkbox"/> 7.1 Teacher rarely upholds and follows professional ethics, policies and legal codes of professional conduct.	
<input type="checkbox"/> 7.2 Teacher takes responsibility for engaging in continuous, purposeful professional development.	<input type="checkbox"/>	<input type="checkbox"/> 7.2 Teacher rarely engages in continuous, purposeful professional development.	
<input type="checkbox"/> 7.3 Teacher is an agent of change who seeks opportunities to positively impact teaching quality, school improvements and student achievement.	<input type="checkbox"/>	<input type="checkbox"/> 7.3 Teacher rarely uses opportunities to positively impact teaching quality, school improvements and/or student achievement.	

## Appendix D-2 – Non-instructional Evaluation Form

BCE Approval 6/13/04

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: \_\_\_\_\_

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

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

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

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

Appendix D-3 – OTES EVALUATION RUBRIC

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

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

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

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

## Final Summative Rating of Teacher Effectiveness

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

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 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 IX) YOU ARE  
HEREBY BEING MADE AWARE OF A POSSIBLE COMPLAINT AGAINST YOU.

THE COMPLAINT CONCERNS:

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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 IX)**

TO: \_\_\_\_\_  
(STAFF MEMBER)

BUILDING: \_\_\_\_\_

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**

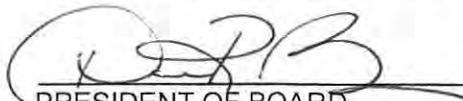
The Rossford Exempted Village School District Board of Education has in effect the authorization to levy taxes including the renewal or replacement of existing levies which, when combined with the estimated revenue from all other sources available to the District at the time of this certification, are 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 July 1, 2013 through June 30, 2016.

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.

8-19-13  
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

# 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 will not 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

\_\_\_\_\_  
(Principal's or Supervisor's Signature)

( ) Not Approved \_\_\_\_\_

\_\_\_\_\_  
(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.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between the Rossford Exempted Village School District Board of Education and the Rossford Association of Classroom Teachers on this 5<sup>th</sup> day of June, 2013.

It is the understanding and intention of the parties that the Committee outlined in Article 11, Section 2 of this Agreement will convene up to three times prior to August 10, 2013 and will make recommendations to the Board and the RACT prior to August 10, 2013 regarding the implementation of the Ohio Teacher Evaluation System. It is the intention of the parties that any changes will be agreed to on or before August 15, 2013.

  
\_\_\_\_\_  
Deb Pitzen, Vice President

  
\_\_\_\_\_  
Dan Creps, Superintendent

**MEMORANDUM OF UNDERSTANDING**  
**SLO Approval Process**  
**2013-2016**

This Memorandum of Understanding is entered into by and between the Rossford Exempted Village School District Board of Education and the Rossford Association of Classroom Teachers on this 19 day of August, 2013.

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

Building principals shall review the SLOs for completeness and submit them to the Student Learning Objective Committee for approval.

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

These committees will consist of:

**Pre-K-6 SLO Committee**

- Two administrators designated by the superintendent
- Two Pre K-3 teachers
- Two grade 4-6 teachers
- One specials teacher
- One reading specialist
- One math specialist
- One special education teacher

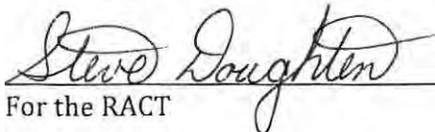
**Grades 7-12 SLO Committee**

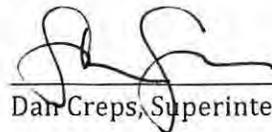
- Two administrators designated by superintendent
- One teacher from each core content area (four)
- One specials teacher
- One special education teacher

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

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.

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.

  
For the RACT

  
Dan Creps, Superintendent