



09/16/2020  
2246-01  
20-MED-02-0150  
39459

# MASTER AGREEMENT

BETWEEN THE  
TALLMADGE BOARD OF EDUCATION  
AND THE  
TALLMADGE TEACHERS ASSOCIATION

JUNE 30, 2020 – JUNE 29, 2022

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## **PREAMBLE**

This Agreement between the Tallmadge Teachers Association and the Tallmadge City School District Board of Education sets forth the parties understanding on wages, hours, terms and other conditions of employment for licensed/certificated employees of the District.

Since 1992, the parties to this Agreement have embraced an “interest-based” process for reaching resolution on issues – not only in collective bargaining for successor Agreements such as this – but also in addressing those concerns that arise throughout the duration of this document.

The success of this mutual commitment to an interest based problem solving process which facilitates effective solutions that satisfy each party’s interests in the issue at hand cannot be understated. Through consensus based decision-making and a focus on shared interests, outcomes have become less about personality, power, or position and more about discernible standards, respect, and the willingness to share in decisions that affect our important mission of providing a harmonious and productive educational environment for children.

In the constructive dialogue that produced this most recent version of the Agreement, the parties have once again strengthened their relationship and, in the process, agreed to rededicate efforts to enhance the process of interest based problem solving. Article VII, “Communication,” and Appendices “H” and “I” contain many of the outcomes of these efforts.

## **ARTICLE I. RECOGNITION**

### **A. RECOGNITION**

1. The Board recognizes the Tallmadge Teachers' Association, an affiliate of the Ohio Education Association and National Education Association, as the sole and exclusive bargaining agent for all Certified Professional Personnel and Tutors in the School District, except Casual Substitutes (as defined below), Administrative Personnel as defined in Ohio Revised Code Chapter 4117, and Psychologists.
2. "Casual Substitutes shall be defined as a person who is employed for intermittent periods of time and/or in varying assignments. Substitute Teachers who work more than sixty (60) consecutive days in the same assignment per year and Tutors shall not be considered "Casual Substitutes" and shall be a part of the bargaining unit.

### **B. DURATION OF BARGAINING RECOGNITION**

Recognition of the Association as the sole and exclusive representative of members of the above defined bargaining unit shall be for the term of this Contract without challenge as provided for in Section 4117 of the Ohio Revised Code, and will continue thereafter until and/or unless a challenging employee organization is legally successful in gaining exclusive representation rights as provided for and in compliance with the provisions set forth in Section 4117 of the Ohio Revised Code.

## **ARTICLE II. BARGAINING PROCEDURE**

### **A. BARGAINING TEAM**

Negotiations will be conducted through meetings of negotiators selected by the Board and negotiators selected by the Association. At any negotiation session, either party may be represented by no more than seven (7) representatives, unless mutually agreed otherwise.

### **B. SCOPE OF BARGAINING**

The parties shall bargain collaboratively using an interest-based approach in all matters pertaining to wages, hours, or terms and other conditions of employment, and the continuation, modification, or deletion of existing provisions.

### **C. PRE-BARGAINING MEETING**

Either party may initiate negotiations for a successor contract by issuing a written request for a pre-bargaining meeting not later than one hundred twenty (120) days prior to the contract expiration. The pre-bargaining meeting shall be to:



1. Determine bargaining process to be used in the negotiations.
2. Share team composition names.
3. Determine if training is necessary.
4. Set the date for the first negotiations session.

**D. INITIAL SESSION**

The first bargaining session shall be held not later than thirty (30) days after the prebargaining meeting. The purpose of the first session shall be to exchange negotiations packages and to establish dates for future bargaining sessions.

Once the packages are exchanged, no new items shall be added during the bargaining period unless mutually agreed to by the TTA and the Board.

**E. AGREEMENT**

When final agreement is reached through negotiation, the outcome shall be reduced to writing and submitted to the Association for ratification. Following ratification by the Association, the agreement shall be submitted to the Board for adoption. Upon official adoption by the Board, the agreement shall be signed by both parties.

**F. IMPASSE**

If within thirty (30) calendar days prior to the expiration of this Contract, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Service (FMCS) to assist in negotiations. If a party calls for FMCS involvement, the other party shall join in a joint request.

If the mediator is unable to resolve the issues in question, the parties shall have the option of submitting the issues to fact finding. Utilization of the fact finding option requires the agreement of both parties.

In the event the parties agree to fact finding, the fact finder shall be selected utilizing the alternate strike method from a list provided by the American Arbitration Association. The parties shall share the cost of this fact finder equally.

Not later than fourteen (14) days after receipt of the fact finder's recommendations, each party shall vote on the recommendations as a whole package. A three-fifths (3/5) vote of the TTA membership and a three-fifths (3/5) vote of the Board is required to accept the recommendations.

In the event the parties do not agree to fact finding or in the event either party rejects the fact finder's recommendations, the Association has the right to proceed under Ohio Revised Code 411 7.1 4(D)(2).

The parties agree that the use of mediation as set forth above constitutes the parties' mutually agreed upon dispute resolution procedure and shall supersede and replace the procedures set forth in ORC 4117.14.

**G. MISCELLANEOUS**

1. Negotiation Notes: All parties may take notes of each session as desired
2. Negotiation Sessions: All negotiations shall be held in Executive Session.
3. Exchange of Information: During the period of negotiations, the Board and the Association agree to provide all information it regularly and routinely prepares concerning the issue(s) under consideration.
4. Communications: Each party may communicate to its members.
5. Assistance: The parties may call upon professional or lay consultants to consider matters under discussion and to make suggestions. The cost of such consultants shall be borne by the parties requesting them.

**ARTICLE III. GRIEVANCE PROCEDURE**

It is the belief of this District that problems are best handled at the level closest to the problem and that a problem-solving approach is the preferred method for resolving any conflict. It is with that belief in mind that a Problem-Solving Flow Chart was created and implemented. (See Appendix E.)

In the event that a problem cannot be resolved in the above-mentioned manner, the traditional Grievance procedure, as outlined below, may be followed.

**A. GRIEVANCE DEFINED**

A "grievance" is a written complaint alleging a breach of this Contract between the Board and the recognized employee organization.

**B. PARTY IN INTEREST**

The "party in interest" is the teacher, a group of teachers who individually submit grievances, or the Association.

## **C. GRIEVANCE PROCEDURE**

1. STEP ONE: Informal conference With the Building Principal or Immediate Superior Regarding Problem
  - a. An employee may request a conference with his/her Building Principal or Immediate Superior within fifteen (15) working days after the employee knows or should have known of the existence of the problem. The employee shall notify the Building Principal or Immediate Supervisor that the conference is a “Step One” conference under the Grievance Procedure.
  - b. A conference to discuss the problem will be scheduled within five (5) working days after it has been requested. At this conference, both parties shall make a sincere effort to resolve the problem.
  - c. It is expected that this informal step will resolve most problems and further action will be unnecessary.
2. STEP TWO: Formal Conference With the Building Principal or Immediate Superior
  - a. If the informal discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance, using the Grievance Form in Appendix C, with his or her Supervisor, within five (5) working days of the informal conference.
  - b. A formal conference to discuss the alleged violation shall be scheduled within five (5) working days after the filing of the grievance with the grievant’s Supervisor.
  - c. The Building Principal or Immediate Supervisor will give his/her decision, in writing to the employee within five (5) working days after the conference.
  - d. The employee may appeal in writing the decision of the Building Principal or Immediate Supervisor to the Superintendent within five (5) working days after receipt of same.
3. STEP THREE: Formal Investigation and Review by Superintendent
  - a. The appellant requests, in writing, a review and investigation by the Superintendent.
  - b. An investigation will be initiated and conferences will be scheduled within five (5) working days after receipt of the written appeal.

- c. A conference will be held with the employee and other interested parties invited by either participant, at which time all parties may present information relative to the position under study. The employee may invite an Association representative to help prepare and present information at this hearing. Several conferences may be scheduled, by mutual agreement to review all information and circumstances.
- d. This review will be completed, and the decision communicated in writing to the parties involved in the proceedings, within ten (10) working days after the final conference.
- e. The employee may appeal the Superintendent's decision to the Board within five (5) working days of the receipt of the decision.

4. STEP FOUR: Review by the Board of Education

- a. Within five (5) working days of the receipt of the Superintendent's decision, the grievant submits a written request to the Board for a review of the decision, stating the alleged violation and his/her disagreement with the Superintendent's decision. The Board will review all records of the proceedings and may confer with the parties involved. Such conferences shall be informal and in closed session. The Board may establish a committee of the Board to carry out the provisions of this Section.
- b. The Association shall be notified in writing of the appeal and given an opportunity to represent the employee or to present a written statement to the Board's next regularly scheduled meeting, with notice at least forty-eight (48) hours prior to said meeting.
- c. The Board shall render a decision, in writing, within thirty (30) calendar days after the above Board meeting.

5. STEP FIVE: Review By Arbitrator

- a. If the grievant is not satisfied with the Board's decision, the Association shall determine whether to refer the grievance to an arbitrator. If the Association decides to refer the grievance to an arbitrator, the Association shall give written notice to the President of the Board, with copies distributed to the Superintendent and Treasurer of the Board. The written notice shall be submitted within thirty (30) calendar days after the Board's decision under Step Four.
- b. The arbitrator shall be chosen from a list provided by the American Arbitration Association (AAA). Selection and hearing shall be in accordance with the Voluntary Rules and Regulations of the AAA. The arbitrator shall hold the

necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision of the arbitrator shall be binding on both the Board and the Association as to a grievance involving a provision of this Agreement.

- c. The arbitrator shall have the right and authority to interpret the provisions of the Contract, but the arbitrator shall not have authority to add to, subtract from, modify, change or alter the Contract.

The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching determination or to exceed the remedy demand.

- d. The costs for arbitration shall be borne by the losing party.
6. It is anticipated that the majority of problems will be resolved at Step One of the Procedure. The parties, by written agreement, may bypass an agreed upon number of steps in the Procedure.
  7. Conferences required by this Procedure will be scheduled at such times as will cause little or no disruption to the normal operation of schools.
  8. The Association has the right to be present in any step in the Grievance Procedure.
  9. All grievances, responses, and decisions shall be given to the Association President
  10. No reprisals or recriminations shall be taken against any bargaining unit member who files a grievance or takes part in the grievance process.

## **ARTICLE IV. WORKING CONDITIONS**

### **A. CONTRACT YEAR**

The contract year for all teachers with one (1) or more years of experience shall be one hundred eighty-four (184) days. Teachers with no previous experience in the District will be required to attend one (1) additional day for purposes of orientation, for a total of one hundred eighty-five (185) days. An additional day may be required by the administration for orientation for which teachers will be paid at the daily substitute rate.

The time schedule for teachers will be:

One Hundred Eighty (180) Days Instruction

One (1) Day Organizational Meeting (includes time for Association meeting per Article XVI, Paragraph H)

- \* One (1) Day for District In-Service
- \* One (1) Day for Completion of Records
- \*\* One (1) Day for Classroom Preparation and/or Completion of Records

\*The District In-Service Day will be set by the school calendar. All staff members will participate in activities on this day.

\*\*This day may be taken during the week before school begins to prepare a classroom or on the last day of school after the last student day of school.

NEOEA Day shall not be a scheduled workday.

## **B. SCHOOL CALENDAR**

Calendar (options), including priorities for make-up days due to calamity, will be determined by staff input, compact schedule, and other issues. In the Fall, staff input will be obtained by Steering Committee members. An agenda will be posted for the meeting at which calendar options will be formulated. The Steering Committee will develop calendar options based on staff input, Compact Schedule, and other issues. Options shall be voted on by all employees of Tallmadge City Schools, with Steering Committee representative responsible for conducting the vote. The Steering Committee will submit the preferred calendar based on the vote, for Board approval. After the new year, the Board of Education will approve the calendar and copies will be distributed to all staff.

## **C. SCHOOL DAY**

The Administration is responsible for the equitable distribution of work among the staff. The load of the Elementary teacher shall be similar in time and responsibility to the Secondary teacher. As a general pattern, teachers shall be on duty seven and one-half (7-1/2) hours per day, which shall include a thirty (30) minute duty-free lunch period. Teachers shall be expected to be in charge of a homeroom.

## **D. INSTRUCTIONAL AND CURRICULAR RESPONSIBILITIES**

1. All teachers shall be expected to participate in the activities involving the development and revision of curriculum and planning initiatives related to District issues.
2. When the Administration requests that a teacher participate in such activities outside of contract specified time, the Board may provide compensation for those activities. An Administration-initiated activity qualifies for compensation under this Section if, at a minimum, it produces a product or project which improves the quality of

education for students. The Administration will specify, in advance, the guidelines and conditions of compensation when it initiates such an activity.

3. The rate of compensation for qualifying Administration-initiated activities in One Hundred Forty Dollars (\$140) per day or, in lieu of payment, the teacher may elect to take a maximum of one (1) additional Special Leave day. Any Special Leave under this provision will be in accordance with the Special Leave provisions of this Agreement. Only blocks of time spent in qualifying activities in excess of one-half (1/2) day are eligible for compensation. Blocks of time of less than one (1) full day shall be at the rate of Seventy Dollars (\$70.00) per one-half (1/2) day with each additional hour at the rate of Twenty Dollars (\$20.00) per hour.
4. When an activity under this Section involves workshop fees or additional costs to the District, the Professional Leave process shall be used to determine what costs or compensation are to be paid by the District.
5. TEACHER VOICE IN TEXTBOOKS/MATERIALS/ACADEMIC PROGRAMS – Whenever the District determines the need to purchase/implement textbooks, materials, and academic programs the Lead teachers and the Curriculum Director shall coordinate the efforts to ensure that teachers who will be teaching from the textbooks are involved in the research and selection of those materials. Teachers shall be given the opportunity to have input into the selection.

#### **E. APPLICATION PROCESS FOR COLLABORATIVE PROJECTS**

Teachers are encouraged to collaborate for the improvement of instruction. The District, in an effort to provide opportunities for the collaboration while maintaining the integrity of the classroom, may provide compensation. Teams of teachers may apply for paid time to design and implement instruction in the curriculum strands. Teams may be composed of intra- or inter-building staff. Applicants must write a proposal (see APPENDIX L) that states the following:

1. List your goals, objectives, and methods of implementation and evaluation.
2. Projected planning time in days or half-days. List specific date/time/location.
  - a. What do you propose to do?
  - b. Specific objectives as they relate to curriculum.
  - c. Time line for project.
  - d. Implementation of the project
  - e. Evaluation of the project
3. The proposal will be reviewed, amended, and/or approved by the B.I.T. or District Steering Committee with final approval by the Superintendent.

4. Payment for the above shall be One Hundred Forty Dollars (\$140) per day Seventy Dollars (\$70.00) per one-half (1/2) day with each additional hour at the rate of Twenty Dollars (\$20.00) per hour.

**F. PREPARATION**

Each teacher shall have at least one (1) preparation period per day or the equivalent time per week. Preparation periods shall be at least thirty (30) consecutive minutes in all schools, and shall not be interrupted by meetings unless said meeting is scheduled with a parent or by an Administrator. All teachers shall have a minimum of two hundred (200) minutes preparation time per week. Preparation time for part-time teachers shall be on a prorate basis.

Non-specials teachers will not be responsible for outdoor lunch recess and lunch duty except that elementary classroom teachers may be required to cover up to three outdoor lunch recesses in a ten day period as long as they are provided a daily “special” preparation period (or equivalent). Specials class teachers may only be assigned such duties if their planning time exceeds the non-specials teachers’ average daily planning time in that building by at least 40 minutes.

The parties recognize that Intervention Specialists have assignments that occasionally challenge their ability to access the contractual minimums for preparation and/or uninterrupted lunch periods due to urgent student safety or other pressing needs. In this case, the teacher must first attempt to notify the principal at the time of such exigency. If satisfactory alternative arrangements cannot be made, the teacher may log the time and date of the missed preparation time and/or lunch period and submit a form for payment of time lost from contractual minimums for payment based on the period substitution rate. To be processed for payment, such form must be submitted by the end of the week in which the time was missed.

In addition, for I.E.P. annual reviews and related document preparation, Intervention Specialists and Speech and Language Pathologists upon request, shall be provided with release time of up to two (2) days per year. Duties performed during such release time must be on school grounds and coordinated with the building administration.

**G. IN-SERVICE TRAINING**

The Administration may request, or individual teachers may volunteer, to prepare or present in-service programs. The failure of a teacher to accede to such a request or to volunteer shall not be used adversely with regard to evaluation, retention, assignment, or transfer of said teacher.



## **H. STAFF MEETINGS**

Except in the event of an emergency, staff meetings shall be scheduled on a regular basis twice a month, e.g., the second and fourth Mondays of each month. These meetings shall not exceed sixty (60) minutes. Teachers are expected to attend these meetings that may extend outside the normal teacher school day unless the Principal approves their absence from such meeting in advance. Attendance at additional meetings is voluntary.

Such approval for absence shall not be unreasonably withheld. It is anticipated that Building Administrators will limit the need of extra staff meetings by the use of other forms of communication, whenever possible.

Association representatives following the conclusion of staff meetings may make announcements concerning Association activities.

## **I. SCHEDULED RECESSES**

Under normal circumstances, scheduled recesses shall not infringe upon the time regularly scheduled for Art, Music, or Physical Education in the Elementary schools.

## **J. VOLUNTARY PARTICIPATION**

The Administration may request or individual teachers may volunteer, to accept participation students and/or student teachers. The failure of a teacher to accede to such a request or to volunteer shall not be used adversely with regard to evaluation, retention, assignment or transfer of said teacher.

## **K. SMOKE-FREE ENVIRONMENT**

The parties agree that the campus will be smoke free.

## **L. SAFETY OF STAFF AND STUDENTS**

The Administration and staff will make reasonable efforts to communicate issues regarding the safety of staff and students.

## **M. BUILDING ACCESS**

In order to facilitate reasonable access to buildings outside of scheduled work hours/work days while also providing for teacher safety and building security, each principal will advise the staff of building guidelines for teacher access and presence during such times. Teachers who wish to remain in the building after normal school hours are required to inform custodial staff of their presence and the expected duration of their stay, within the specific limits set forth in building guidelines. For those teachers seeking summer access

consistent with building guidelines, a schedule of summer school cleaning, when completed, will be made available upon request of the building principal.

**N. CLASS SIZE**

The Board and the Association recognize that class size can be an important factor in providing meaningful learning opportunities to students, particularly in light of the changing educational environment. The Board will continue to maintain class sizes that will provide the best opportunities for students to develop their potential within the limitations imposed by budgetary constraints and available space and facilities. Teachers experiencing challenging class sizes are encouraged to communicate with building administrators to attempt to resolve such issues. Building Improvement Teams (BIT's) may address any unresolved class size issues and review teaching schedules for the purpose of making recommendations to the Superintendent. Issues relating to class size are within the appropriate purview of the Steering Committee.

**O. DISTRICT HEALTH AND SAFETY COMMITTEE**

The parties agree to the establishment and maintenance of a District Health and Safety Committee to be comprised of one (1) member selected from each building by the Association President. The Committee shall have scheduled meetings at least once a semester with the Director of Business, and or as needed, to address problems or concerns relating to health and safety within the District. This committee will make minutes available to staff members, with a copy sent to all building administrators and the Superintendent.

**P. INTERNET USE**

With regard to computer network access and use, bargaining unit members shall be governed by the District 'Staff Network and Internet Use and Safety Policy,' No. 7540.04, and 'Staff Network and Internet Use and Safety Agreement' No. 7540.04 F1, adopted by the Board as revised March 31, 2005, and attached as Appendix J and also available online on the "forms" section of the District Website. Any proposed changes to the policy will be considered by the District Technology Committee for recommendation to the Board.

**ARTICLE V. PERSONNEL APPOINTMENTS**

**A. CREDIT FOR PRIOR TEACHING SERVICE/SERVICE IN ARMED FORCES**

1. Each teacher employed by the Board shall be given full credit for each year of prior teaching experience as provided in ORC 3317.13(A) as a regular school teacher or for services in the Armed Forces of the United States, or a combination thereof, to a total of ten (10) years; however, a credit for Armed Forces service is limited to five (5)

years. Half-year credits will not be granted to teachers entering the system. The salary increment granted for such service shall be the same as those currently granted to teachers whose public school service has been exclusively in the Tallmadge School System. At the discretion of the Board, additional credit for qualifying years of teaching experience may be granted over ten (10) years but such credit cannot exceed fifteen (15) years.

2. A year of teaching experience shall consist of at least one hundred twenty (120) days in any one (1) school year under a teaching contract to receive credit for one (1) year's service. No credit will be given for partial years of service outside the District or for supplemental duties in the District. Teachers with one (1) semester but less than one hundred twenty (120) days of teaching experience in any one (1) school year in the Tallmadge School System will be given credit to the extent of one-half (1/2) increment in the appropriate training column.
3. A partial year of military service consisting of eight (8) continuous months or more of service shall be counted as a full year for salary schedule purposes.

**B. EMPLOYMENT OF RETIRED TEACHERS, INCLUDING THOSE WITH PRIOR SERVICE CREDIT IN THE TALLMADGE CITY SCHOOL DISTRICT**

The parties agree to abide by the following terms and conditions relating to the employment or re-employment of teachers following such teachers' service retirement. Specifically, the parties agree that:

- a. The Board is under no obligation to employ any retired teacher and, further, there is no expectation of continued employment or re-employment when a teacher retires from the Tallmadge City Schools. Such teachers need not be interviewed by the Board for any open positions for which they may apply.
- b. A "retired" teacher already receiving health insurance benefits through STRS and who is employed or re-employed by the Board must agree to waive any and all right to such coverage as a condition of employment (or re-employment) in addition to eligibility for any opt-out amounts that might otherwise be payable for such coverage and such teachers may be required to execute an appropriate waiver declining the Board's coverage and eligibility for an opt out, if any, upon such employment or re-employment. To the extent that a retired teacher previously covered by STRS loses insurance coverage through changes in STRS regulation, state law, or through legal action, such teachers would immediately be eligible to participate in the Board's health insurance coverage (or opt out, if applicable) on par with any other teacher. Likewise, any retired teacher not yet eligible for health insurance benefits through STRS may participate in the Board's health insurance coverage until they become eligible for STRS insurance coverage.

- c. Salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be consistent with the terms of the collective bargaining agreement (Article V, Personnel Appointments, Paragraph A.1.). Notwithstanding Revised Code Section 3317.13, salary placement for years of service granted for retired teachers previously employed by the Tallmadge City School District Board of Education shall be as if such teacher was new to the District and therefore will be consistent with the terms of the collective bargaining agreement for newly hired teachers not previously employed by the Board (Article V, Paragraph A.1.).
- d. Salary placement for the appropriate education column (i.e., BA through MA + 15) shall be fully recognized.
- e. Seniority for retired teachers newly hired by the Board as well as for Tallmadge teachers returning to employment with the Board after retirement will be zero (0) upon such employment and all references in the collective bargaining agreement to “years of service with the district,” “seniority,” etc., shall mean years of service/seniority earned after employment by the Board following retirement.
- f. Teachers employed by the Board after retirement shall not be eligible for continuing contract and are restricted to one (1) year limited contracts of employment.
- g. In the event the Board determines it necessary to enact a reduction in force pursuant to Article XI, teachers employed by the Board after retirement shall not be rehired at the end of their one-year contracts to fill any position that might otherwise be available for interested non-retired members of the bargaining unit. Further, teachers employed by the Board after retirement shall have no bumping rights nor any right to recall.
- h. There will be no severance pay for accumulated sick leave for retired teachers employed by the Board; however, such teachers will be granted fifteen (15) days of sick leave with their first contract with the Board and will accumulate sick leave thereafter on par with other teachers. The parties specifically agree that this provision supersedes Ohio Revised Code section 3319.141.
- i. Retired teachers employed by the Board are not eligible to participate in any retirement incentive programs.
- j. The availability of and appropriate payment for supplemental contracts is unaffected by the terms of this provision.

- k. The parties expressly agree and fully intend this provision to supersede and take precedent over the provisions of Revised Code Section 3317.13 and any and all other inconsistent or contrary state or federal statutes, laws and/or regulations.

**C. SEQUENCE OF LIMITED CONTRACTS**

Bargaining unit employees shall be granted contract as follows:

1. One-year limited contract -- upon initial employment.
2. One-year limited contract -- upon reemployment for second year.
3. One-year limited contract -- upon reemployment for a third year.
4. Two-year limited contract -- All subsequent contracts shall be for two (2) years.

Teachers eligible for tenure must follow the procedures set forth in Article XIV J.

Upon recommendation of the Superintendent, teachers under consideration for tenure, may be granted a one (1) year extended limited contract by the Board, effective at the end of that teacher's current limited contract. Any teacher receiving an extended limited contract will be given reasons directed at professional improvement prior to April 30 in any year the Board acts to grant an extended limited contract. If re-employed at the end of an extended limited contract, teachers otherwise eligible shall be granted a continuing contract. This provision shall supersede Revised Code Section 3319.11.

**D. TRANSFER AND VACANCIES**

1. Definitions

- a. Vacancies shall occur following the resignation, retirement, voluntary transfer, involuntary transfer, nonrenewal, or termination of a bargaining unit member. A newly created position shall be considered a vacancy. A position that is eliminated in accordance with RIF provisions herein shall not be considered a vacancy. Positions that become vacant during the school year may be filled on a temporary basis.
- b. A transfer is the changing of a bargaining unit member's placement to another building, grade level, or department.
- c. Voluntary transfer is a request by a bargaining unit member to change to another building, grade level, or department.
- d. Involuntary transfer is initiated by the Superintendent and is a change to another building, grade level, or department.

2. Posting of a Vacancy

- a. The vacancy notice shall be posted for five (5) working days in each school office and staff room during the school year and in the school offices during a vacation period. Throughout the year, all postings shall be placed on the Central Office bulletin board for five (5) working days and a copy sent to the Association President.
- b. Throughout the summer recess all postings for vacant District positions shall be announced for five (5) business days through a District website, building postings and via District e-mail. Each posting shall indicate the date of initial posting and the last date to apply for the position. After August 10 and until the opening of school, the Board may fill positions after posting on the website, in building postings and via District e-mail without a five (5) day waiting period.
- c. It shall be the responsibility of the bargaining unit member to review and respond in writing to the posted positions for which they are interested.

3. Interviews of Bargaining Unit Members

- a. If a bargaining unit member makes application within the posting period, the Superintendent or his/her designee will interview the applicant.
  - b. If a bargaining unit member applies for more than one (1) vacancy within a school year or for the subsequent school year, the bargaining unit member will receive a minimum of one (1) interview. For good reason and upon request, either the Administration or bargaining unit member may request an additional interview opportunity.
  - c. Posted positions are filled after applicants are interviewed.
  - d. The interview process will include consideration for a bargaining unit member's years of service and input from the building, grade level, department, or subject area.
4. The Superintendent, after considering (in no particular order) the criteria listed below, reserves the right to make all transfers and/or recommend the filling of a vacancy, whether initiated by a staff member or the Administration, with the best interest of the students as the prime criterion.
- Certification/Licensure.
  - Quality of teaching performance based on accumulated evaluations.

- Peer relationships/suitability with department or grade level.
  - Seniority (defined as total continuous teaching years in Tallmadge City Schools).
  - Suitability for setting/students.
  - Teacher's areas of competence.
  - Major and/or minor fields of study.
5. The Central Office will notify all candidates of the final decision as soon as is practical. If a bargaining unit member is not selected for the vacancy for which he/she applied, the member may ask the Superintendent or his/her designee for the reasons for the denial.
  6. When filling a vacancy in or implementing a transfer to a non-traditional classroom assignment, the above criteria (4 a through 4 g) will be applied. Volunteers from among properly trained teachers will be considered first before such an assignment is made. No member of the bargaining unit will be assigned to a non-traditional classroom setting without first having obtained adequate training.

**E. LONG TERM SUBSTITUTE TEACHERS**

1. Persons employed as long-term substitutes shall be given assignments for the length of service as needed and determined by the Board for up to one (1) year.
2. Long-term substitutes shall be employed only in encumbered positions where the incumbent is expected to return, or to finish out a school year in the event of an unanticipated separation from employment of a bargaining unit member.
3. Long-term substitutes shall have no expectation of continued employment beyond the period specified in their contracts of employment, and said contracts of employment shall expire at the conclusion of their term without further action by the Board. Neither the provisions of this Agreement regarding evaluation and non-renewal of teacher contracts nor the provisions of O.R.C. 3319.11, 3319.111, 3319.112 and 3319.113 shall apply except as may be required by law.
4. Long-term substitutes shall have no displacement rights under the reduction in force procedure in this Agreement nor under 3319.17.
5. Compensation for long-term substitutes shall be at the daily substitute rate established by the Board for the first sixty (60) days of employment. Effective on the sixty-first (61<sup>st</sup>) day of employment, long-term substitutes shall be placed on the salary schedule in the appropriate education column at the 0 experience step and shall from the sixty-

first (61<sup>st</sup>) day of employment be provided all fringe benefits accorded to regular teachers under this Agreement. However, if a long-term substitute is engaged at the outset of employment for an assignment in excess of sixty (60) days, they will be placed immediately on the appropriate education column at the 0 experience step and be provided all fringe benefits accorded to regular teachers under this Agreement. In addition, at any time should the Board determine to extend the employment of a substitute who was not initially engaged at the outset for an assignment of more than sixty (60) days, if the substitute accepts such extension, he/she would be placed immediately/prospectively on the appropriate education column at the 0 experience step and be provided all fringe benefits accorded to regular teachers under this Agreement if the extension will result in the substitute cumulatively exceeding sixty (60) days in the same position.

6. The Association shall receive notification of employment on or before the first day of work for any long-term substitute.

## **ARTICLE VI. INSTRUCTIONAL STAFF PERSONNEL RECORDS**

### **A. PERSONNEL FILE**

Personnel files shall be maintained at the offices of the Board of Education. The file is composed of five (5) Sections as follows.

### **B. CONTENTS**

#### 1. Section I: Credentials

- a. This Section is composed of a brown file jacket, certificate/license, transcript, and professional record.
- b. The current and valid certificate/license is to be attached to the inside of jacket under the employee's name.
- c. Official and current transcript are to be clipped together and maintained inside jacket. All requests for salary adjustment based on training are to be clipped to top of transcript file.

#### 2. Section II: General Information and Correspondence (Yellow Card)

This Section contains the following in descending order:

- a. Application.
- b. Employment Record (updated annually).



- c. Certificate of Employment (includes DD21 4, where applicable).
- d. Correspondence in descending order.

3. Section III: Evaluations (Yellow Card)

This Section contains evaluations, commendations, evaluation review letters, and Elementary Curriculum Team Assignment.

- a. All evaluations, commendations, and review letters are to be filed in descending order.
- b. Elementary Curriculum Team Assignments are to be filed on top or at the beginning of file.

4. Section IV: Confidential Recommendations (Blue Card)

All letters of recommendation, interview summaries and recommendations obtained from a university or college are to be filed in descending order.

5. Section V: Financial/Insurance/Attendance

These records are maintained by the Treasurer's Office and are to be filed in the personnel jacket only at the time of employee separation.

**C. ADDITIONS, AMENDMENTS OR REMOVAL OF DOCUMENTS**

- 1. Additions, amendment, or removal of document in personnel files shall be in accordance with law.
- 2. The employee may request additions, amendments, or removal of pertinent documents in Sections II, III, and V in his/her personnel file, but any addition, amendment or removal shall be in accordance with law.
- 3. The employee may, at any time, file a written response to documents in Sections II, III, and V in his/her personnel file, or add such document and/or exhibit as mutually agreed upon with the Superintendent.
- 4. The employee will receive notification of additions, amendments, or removals. The employee will receive one (1) initial copy of all amendments or deletions in Sections II, III, and V, upon his/her request. The employee may be charged for extra copies.
- 5. Any document submitted for the personnel file is subject to rebuttal.
- 6. No undated or unsigned material shall be placed in a personnel file.

7. A sequential number shall be given on each entry in the personnel file of members of the instructional staff dated after September 1, 1983.

#### **D. REVIEW OF FILE**

1. Review of personnel files shall be in accordance with law. Employees will be notified of requests to review the personnel file and shall be afforded the opportunity to be present when the file is reviewed.
2. The Superintendent or his/her designee will be present during any review of a personnel file.
3. Any person making a request to review a file must sign and date the Review Completion Record to be maintained in the personnel file.

#### **E. PROCESSING OF EVALUATIONS**

Any Administrator or other individual completing a personnel evaluation shall be responsible for maintaining the security of such records. This responsibility includes:

1. Assuring that such record will not be read by, or at any time available to, any unauthorized personnel and/or individuals not having a legitimate reason for such access.
2. Transmitting such evaluations in appropriate opaque envelopes and filing same as soon as practicable.
3. Furnishing the teacher with a copy of the evaluation prior to filing.
4. Apprising those secretaries who process evaluations of these procedures.

Secretaries immediately responsible to an Administrator who processes evaluations are considered “authorized personnel.”

### **ARTICLE VII. COMMUNICATION**

#### **A. INTEREST BASED PROBLEM SOLVING**

The Board and the Association remain committed to the “interest based” problem solving model and agree to support and facilitate the training of stakeholders in that process (See Appendices “H” and “I”). FMCS or other agreed-upon consultant(s) will provide such training at times and locations as established by the District Steering Committee. The Board agrees to assume the cost of providing such training.

For purposes of this Agreement, “Tallmadge Schools Interest Based Problem Solving” (“TSIBPS”) is a process used for addressing appropriate issues that arise involving District stakeholders at the committee, building and/or District levels. The first step of the process is to clarify at the outset the ultimate accountability for the decision at hand through the Administration and/or Board’s identification of the level of authority for the use of TSIBPS (“input,” “recommendation,” or “decision-making”). If the decision of the stakeholders involved is to continue with the process, the second step is to focus the issue through group questioning (“who, what, where, when,” etc.) to clarify the issue until a group understanding of the specific nature and parameters of the issue is reached. Once properly focused, the process moves to a determination of the various interests of the stakeholders – their concerns, needs, desires and/or goals behind an issue. After listing the interests, the group then moves to an identification of those interests which are mutual. This leads to the generation of “options” or potential solutions to the issue that can satisfy the identified interests. If options are developed, the group then applies the “three stage factor analysis” to each, asking whether they are feasible, beneficial and, finally, acceptable. When options meet the underlying criteria for each stage, they become part of an ultimate solution or action plan.

“Consensus decision-making” is critical to the TSIBPS process and is defined to mean that all stakeholders in the issue presented agree upon a single alternative and each can support it to those outside the group as the best solution at the time. While this “external” support must be total (100%), individual members of the group need only reach substantial “internal” agreement (70%) to meet consensus. When individuals cannot meet the internal threshold, they are expected to explain their rationale to determine whether consensus can be reached on the solution and/or whether an alternative is available to generate consensus. If consensus is not reached using this criterion and process, then the alternative under discussion will not be forwarded by the group or become a part of the group’s solution. The parties agree that in this important aspect of TSIBPS, full participation, dialogue and openness to the ideas of others is crucial.

## **B. DISTRICT STEERING COMMITTEE AND BIT’S**

The Building Improvement Teams (BIT) are responsible for teaching and learning issues within a building.

The District Steering Committee shall meet regularly (on a monthly basis) to discuss new programs, projects, and concerns of the District. Any resolution shall be made in compliance with the terms and conditions of this Contract.

No committee shall have the authority to make decisions that change terms and conditions of employment. The Association and the Board must approve any recommendation that would impact the terms and conditions of employment or of this Contract.

### **C. IEP TEAM**

1. Each teacher with responsibility for the education of a student on an IEP shall receive a copy of the IEP.
2. Any teacher whose duties include the instruction of a student with disabilities is able to request an IEP meeting.
3. Employees whose duties would be impacted by an IEP shall be provided the opportunity to contribute to the development of the IEP. The composition of the IEP team shall be in accordance with law.
4. The Board of Education shall provide supplementary aids and services, including personnel that the IEP deems necessary to provide instruction, medical procedures, or custodial care in a regular education environment.
5. The decision of the IEP team is not grievable.
6. Teacher participants will be allowed the opportunity to provide input into scheduling IEP, MFE, IAT, 504, BSP, and ESL meetings. In the process of establishing meeting dates and times, a teacher can decline to meet on a given date and/or time outside the contract day provided that the teacher suggests an alternative date and/or time when he or she can participate. Special Educators will advise non-employee participants of the hours of the contract day as part of the scheduling process. Every reasonable effort will be made to schedule IEP, MFE, IAT, 504, BSP, and ESL meetings during the contract day.
7. Student needs drive the determination of the provision of paraprofessional assistance/staffing. In the High School, specific attention will be given to the scheduling of students with special needs in elective courses. Teachers instructing in such elective courses who have a demonstrated need may request the addition of paraprofessional assistance to support the teacher in meeting the academic and/or behavioral needs of the student(s)/class. Such assistance will not be unreasonably withheld.

## **ARTICLE VIII. COMPENSATION**

### **A. SALARY SCHEDULES**

1. The beginning salary applied to the current indexed salary schedule shall be effective with the beginning of 2020-2021 contract year.

2. Teacher placement on the salary schedule for additional hours shall be done in September.
3. Salaries of all certified/licensed employees shall begin at the time they actually report for duty and shall be paid semimonthly (24 pays per year) over a twelve (12) month period.
4. Salaries will be paid through mandatory direct deposit.

**B. SALARY SCHEDULE INDEX**

<b>YEARS</b>	<b>BACH</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>MAST</b>	<b>MA+15</b>
STEP 0	1.000	1.030	1.060	1.075	1.090	1.100
STEP 1	1.050	1.083	1.116	1.134	1.152	1.165
STEP 2	1.100	1.136	1.172	1.193	1.214	1.230
STEP 3	1.150	1.189	1.228	1.252	1.276	1.295
STEP 4	1.200	1.242	1.284	1.311	1.338	1.360
STEP 5	1.250	1.295	1.340	1.370	1.400	1.425
STEP 6	1.300	1.348	1.396	1.429	1.462	1.490
STEP 7	1.350	1.401	1.452	1.488	1.524	1.555
STEP 8	1.400	1.454	1.508	1.547	1.586	1.620
STEP 9	1.450	1.507	1.564	1.606	1.648	1.685
STEP 10	1.500	1.560	1.620	1.665	1.710	1.750
STEP 11	1.550	1.613	1.676	1.724	1.772	1.815
STEP 12	1.600	1.666	1.732	1.783	1.834	1.880
STEP 13	1.650	1.719	1.788	1.842	1.896	1.945
STEP 15	1.700	1.772	1.844	1.901	1.958	2.010
STEP 18	1.750	1.825	1.900	1.960	2.020	2.075
STEP 23	1.800	1.878	1.956	2.019	2.082	2.140
STEP 27	1.850	1.931	2.012	2.078	2.144	2.205
STEP 30	1.900	1.984	2.068	2.137	2.206	2.270

**C. SUMMER SCHOOL SALARY**

Summer school classes are determined by the Administration. Any member of the bargaining unit who is employed/assigned to teach an established class during the summer shall be issued a contract. The hourly rate for teaching an assigned class shall be in accordance with the tutor salary schedule.

**D. SUPPLEMENTAL DUTY COMPENSATION**

Coach or Supplemental Duty Advisor entering the system shall be placed on the Supplemental Duty Compensation Salary Schedule according to his/her total experience in the sport or specific position being filled in the same manner as he/she is credited for teaching experience. Supplemental duty position experience shall not exceed teaching experience credited. These restrictions may be waived at the discretion of the Superintendent. There is no experience grid for the following positions:

			2020-2021	2021-2022
			\$38,720	\$39,495
<u>Supplementals</u>			2020-2021	2021-2022
		Percent:	Stipend	Stipend
HS Marching Band Dir	14.0%		5,421	5,529
HS Marching Band Asst Dir	9.0%		3,485	3,555
(2 Asst Positions)				
HS Concert Band	6.1%		2,362	2,409
HS Jazz Band	4.0%		1,549	1,580
MS Summer Band Dir	4.0%		1,549	1,580
MS Concert Band	----		-----	-----
(Grades 5,6,7,8 @1.5% each)	1.5%		581	592
<i>Vocal Music</i>				
High School Choir	2.0%		774	790
A Capella Choir HS	2.0%		774	790
Show Choir HS	8.0%		3,098	3,160
MS Choir	----		-----	-----
(Grades 6,7,8 @ 1% each)	1.0%		387	395
Guidance K-12 (11 Days)	13.3%		5,150	5,253
Librarian (10 Days) (2 positions)	12.8%		4,956	5,055
Resource Ctr Coord (4 Days)	3.0%		1,162	1,185
Lead Teachers	7.7%		2,981	3,041
<i>Resident Educator Program</i>				
Resident Educ Prog Coord (REPC)	7.7%		2,981	3,041
Resid Educ Prog Mentor (Year 1)	4.0%		1,549	1,580
Resid Educ Prog Mentor (Year 2)	3.0%		1,162	1,185
Resident Educ Prog Facilitator	1.0%		387	395
Tech Specialist	5.0%		1,936	1,975

Resp in More than 1 Bldg	2.0%	774	790
Tech Education (10 Days) (3 Positions)	8.8%	3,407	3,476
3-D Art - MS	8.8%	3,407	3,476
Career & Tech I (7 days) (3 Positions)	5.6%	2,168	2,212
Business, Marketing, & O.W.E.			
Career & Tech II (10 days) (2 Positions)	8.8%	3,407	3,476
Compact			
Career & Tech III (4 days) (3 Positions)	3.0%	1,162	1,185
Work & Family Life			
Theater Manager	14.0%	5,421	5,529
THS Yearbook (Annual)	7.5%	2,904	2,962
THS Publications (Newspaper)	6.0%	2,323	2,370
Bus Duty (Safety Patrol) before and after school	4.5%	1,742	1,777
TMS Science Fair	1.0%	387	395
TMS Spelling Bee	1.0%	387	395
After School/Sat Detention	4.5%	1,742	1,777

Pursuant to Article XIX, a Master Teacher shall receive a one-time payment of \$500 or 30 CEUs.

### SUPPLEMENTALS – ATHLETICS

School Year	Base Salary
2020-2021	\$38,720
2021-2022	\$39,495

qualifying years of experience:	0-2	3-6	7-12	13-20	21+
weighting factor:	1.00	1.05	1.10	1.15	1.20
percent:					

#### CATEGORY 1

a) Head Coach	<b>17.0%</b>					
2020-2021		6,582	6,912	7,241	7,570	7,899
2021-2022		6,714	7,050	7,385	7,721	8,057
b) Assistant - H.S.	<b>11.7%</b>					
2020-2021		4,530	4,757	4,983	5,210	5,436

2021-2022		4,621	4,852	5,083	5,314	5,545
c) Assistant - M.S.	<b>7.8%</b>					
2020-2021		3,020	3,171	3,322	3,473	3,624
2021-2022		3,081	3,235	3,389	3,543	3,697

**CATEGORY 2**

a) Head Coach	<b>13.0%</b>					
2020-2021		5,034	5,285	5,537	5,789	6,040
2021-2022		5,134	5,391	5,648	5,904	6,161

b) Assistant - H.S.	<b>9.0%</b>					
2020-2021		3,485	3,659	3,833	4,008	4,182
2021-2022		3,555	3,732	3,910	4,088	4,265

c) Assistant - M.S.	<b>6.0%</b>					
2020-2021		2,323	2,439	2,556	2,672	2,788
2021-2022		2,370	2,488	2,607	2,725	2,844

**CATEGORY 3**

a) Head Coach	<b>9.0%</b>					
2020-2021		3,485	3,659	3,833	4,008	4,182
2021-2022		3,555	3,732	3,910	4,088	4,265

b) Assistant	<b>4.55%</b>					
2020-2021		1,762	1,850	1,938	2,206	2,114
2021-2022		1,797	1,887	1,977	2,067	2,156

**Category 1**

Football  
Basketball (Boys/Girls)

**Category 2**

Track (Boys/Girls)  
Baseball  
Softball  
Soccer (Boys/Girls)  
Wrestling  
Volleyball  
Swim Team  
Cross Country

**Category 3**

Golf (Boys/Girls)  
Bowling (Boys/Girls)  
Tennis (Boys/Girls)

School Year	Base Salary
2020-2021	\$37,585
2021-2022	\$37,961



**SUPPLEMENTALS - CLUBS**

qualifying years of experience:	0-2	3-6	7-12	13-20	21+
weighting factor:	1	1.05	1.10	1.15	1.20
percent:					
<b>CATEGORY 1</b>	<b>7.5%</b>				
2020-2021	2,819	2,960	3,101	3,242	3,383
2021-2022	2,847	2,989	3,132	3,274	3,416
<b>CATEGORY 2</b>	<b>6.0%</b>				
2020-2021	2,255	2,368	2,481	2,593	2,706
2021-2022	2,278	2,392	2,505	2,619	2,733
<b>CATEGORY 3</b>	<b>4.5%</b>				
2020-2021	1,691	1,776	1,860	1,945	2,030
2021-2022	1,708	1,794	1,879	1,964	2,050
<b>CATEGORY 4</b>	<b>3.0%</b>				
2020-2021	1,128	1,184	1,240	1,297	1,353
2021-2022	1,139	1,196	1,253	1,310	1,367
<b>CATEGORY 5</b>	<b>1.5%</b>				
2020-2021	564	592	620	648	677
2021-2022	569	598	626	655	683

**Guidelines for Adding a Sport and/or Coach**

Adding a sport and/or coach is based on different criteria from a club. A club operates on a designated time period to show that we can maintain student interest. A sport/coach is a yearly decision based on numbers. Thus, if we do not field a team there is no supplemental paid to that coach for that year. In other words, the varsity coach does not have an additional assistant for the season. Whenever a sport/coach position is added, the Supplemental Committee will use the contract to determine the category for the salary basis.

A new sport/coach is added when:

1. There is an interest in adding a new sport. Swimming did this by going from club status to team sport.
2. Adding a new level of a current varsity sport such as Boys Freshman Baseball.

## **SUPPLEMENTALS -- CLUBS**

### **CATEGORY 1**

Leaders in Action  
Senior Class Advisor  
THS Student Senate  
Junior Class Advisor  
THS Musical Director

### **CATEGORY 3**

BPA  
TMS Drama  
FCCLA  
Speech/Debate Advisor  
NHS  
Freshman Class Advisor  
Improv Club  
Pep Club  
TMS STEM (2 positions)  
THS Drama Fall Play (2 positions)  
Site Manager  
Sophomore Class Advisor  
STEM/Robotics Club  
THS Varsity Cheerleading Fall  
THS Varsity Cheerleading Winter  
THS JV Cheerleading Fall  
THS JV Cheerleading Winter  
THS Color Guard Fall  
THS Color Guard Winter  
TMS Panda  
Physical Fitness Director (3 positions)  
Fall/Winter/Spring

### **CATEGORY 5**

Letter Winners  
Bio/Echo Club

### **CATEGORY 2**

TMS Builders Club  
THS Musical Assistant  
THS Interactive Club

### **CATEGORY 4**

Academic Challenge  
Reading and Writing Festival  
TMS School Publications  
THS Fresh Cheerleading Winter  
THS Fresh Cheerleading Fall  
TMS Cheerleading Fall  
TMS Cheerleading Winter  
Asst. Speech/Debate Advisor  
THS Spanish  
THS French  
D.E.C.A.  
Elementary Art Enrichment Program  
THS Art  
Respect Club  
TMS Yearbook  
TMS Student Council

A \$100 stipend for overnight Middle School class trips (e.g., Camp Fitch and Washington, D.C.) will be paid to each teacher who attends.

## **2. Supplemental Duty Compensation Committee**

A Supplemental Duty Compensation Committee, appointed by the Association President and the Superintendent, will be formed to discuss the Supplemental Duty Compensation Schedules. This Committee will meet at least once a semester (preferably at the beginning and end of the school year) to assess current supplemental conditions, and changes from that Committee will go to the Superintendent for review

and possible recommendation for approval by the Board and Association. Total dollar (index) amount negotiated for supplementals will not change during the length of this Contract unless mutually agreed to by the parties.

The Supplemental Duty Compensation Committee membership shall consist of:

- a. Six (6) Administrators: two (2) Central Office, one (1) Athletic Director, two (2) Secondary Administrators, (1) Elementary Administrator.
- b. Seven (7) teachers: two (2) Secondary, one (1) Middle School, three (3) Elementary, one (1) TTA President (If there is no one interested in serving on the committee to fulfill the quota from any of the school levels, a person from a different school level may be selected).
- c. Recommendations for compensation and/or placement for supplemental positions by the Committee will be based on an equitable comparison of supplemental positions. These comparisons will include, but not be limited to, the number of meeting/practices held, the number of participants and the number of events, etc.

### 3. Supplemental Contracts

As appropriate, the Administration will provide evaluations to bargaining unit members with supplemental contracts.

All supplemental contracts shall expire at the conclusion of the term set forth in the supplemental written contract. Within six (6) weeks of the end of the season or duty, the Superintendent or his/her designee will provide written notification to bargaining unit members with supplemental contracts whether the Superintendent will recommend renewal of the supplemental written contract. The written notification also will state that the recommendation for renewal is contingent on sufficient numbers of students participating in the activity. A person unable to fulfill his/her duties under a supplemental written contract shall be paid on a prorated basis for that part of the season or activity during which he/she was able to fulfill the duties.

## E. MILEAGE

Mileage shall be paid at the rate of the Internal Revenue Service (IRS) rate per mile for performance of authorized Board of Education business, and shall be paid within fifteen (15) days after the required forms are completed. It shall be the joint responsibility of the parties to be aware of IRS rate changes. All changes will be prospective following joint notice of change.

## **F. SEVERANCE PAY**

1. A full-time certificated employee of the Tallmadge Board of Education, upon retirement from active service under the provisions of the appropriate Public Employees Retirement System, shall receive severance pay equal to one-fourth (1/4) of the accumulated Sick Leave days not to exceed two hundred seventy-two (272) days or a maximum of seventy (70) severance days. Said payment shall be based on the per diem rate of pay for a full day's pay for the last year for which Ohio Sick Leave credit was earned.
2. Except for those taking the 2010-2011 ESP separation plan, this payment is to be made upon evidence of approval of retirement benefits by the appropriate retirement system and verification from the appropriate system that the first check has been cashed; provided, however, that the retirement be effected within one (1) year from the last day of active service. An MBU may have his/her severance pay paid to his/her 403(b)/deferred comp plan for sheltering purposes to the extent permitted by law. This election to have his/her severance pay paid to his/her 403(b) or deferred comp plan must be made prior to formal Board action on resignation for purposes of retirement.
3. The above payments shall be exempt from deductions, except as provided by law.

## **G. PERIOD SUBSTITUTE REIMBURSEMENT**

If a teacher is asked by the Administration to teach or supervise a classroom during his/her preparation time and the teacher agrees, then he/she shall be paid a stipend of 15% of Substitute daily rate per class period and 25% of Substitute daily rate per block. Class coverage pursuant to the above shall be arranged by the Building Administration and distributed equitably among the teachers in said school.

## **H. BOARD TAX SHELTERING OF EMPLOYEE'S STRS CONTRIBUTION**

The Treasurer of the Tallmadge Board of Education shall contribute to the State Teachers Retirement System (STRS), in addition to the Board's required employer contribution, an amount equal to each employee's contribution in lieu of payment to such employee. The amount contributed by the Board on behalf of the employee shall be treated as a mandatory salary reduction from the contract salary otherwise payable to such certified employee.

1. The total annual salary for each employee shall be the salary otherwise payable under his or her contracts. The total annual salary shall be payable by the Board of Education in two (2) parts: (a) deferred salary and (b) cash salary. An employee's deferred salary shall be equal to that percentage of the said employee's total annual salary which is required by STRS to be paid as an employee contribution by said employee, and shall be paid by the Board to STRS on behalf of said employee as a "pick-up" of the STRS employee contribution otherwise payable by the employee. An employee's

cash salary shall be equal to said employee's total annual salary less the amount of the "pick-up" for said employee and shall be payable, subject to applicable payroll deductions, to said employee.

2. The Board's total combined expenditures for employees' total annual salaries otherwise payable under their contracts (including "pick-up" amounts) and its employer contributions to STRS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
3. The Board shall compute and remit its employer contributions to STRS based upon the total annual salary, including the "pick-up." The Board shall report for Federal and Ohio Income Tax purposes as an employee's gross income, said employee's total annual salary less the amount of the "pick-up." The Board shall report for Municipal Income Tax purposes as an employee's gross income, said employee's total annual salary, including the amount of "pick-up." The Board shall compute income tax withholding based upon the gross income as reported to the respective tax authorities.
4. The "pick-up" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustment to be made due to absence, or for any other similar purpose.
5. The "pick-up" shall be a uniform percent for all certified employees, and it shall apply to all payroll payments made after the effective date of this provision, and shall not be at the individual employee's option.
6. The Treasurer is directed to prepare and distribute an addendum to each bargaining unit member's individual contract that states the following:
  - a. That the bargaining unit member's contract salary is being restated, in accordance with this provision of the Agreement, as consisting of (1) a cash salary component and (2) a "pick-up" component which is equal to the amount of the bargaining unit member's contribution being "picked-up" by the Board on behalf of the bargaining unit member.
  - b. That the Board will contribute to STRS an amount equal to the bargaining unit member's required contribution to STRS in the account of each bargaining unit member.
  - c. That all salary and fringe benefits which are indexed to or otherwise determinable by reference to the bargaining unit member's rate of pay, shall be based upon the member's full salary including both the cash salary component and the "pick-up" component.

7. The current taxation or deferred taxation of the “pick-up” is determined solely by the IRS, and compliance with this Section does not guarantee that the tax on the “pick-up” will be deferred. If the IRS or other governmental entity declares the “pick-up” not to be tax deferred, this Section shall be null and void and the STRS contribution procedure in place prior to the effective date of this provision shall be in effect.

**I. LEAD TEACHERS/DEPARTMENT HEADS**

1. As Department Heads leave the District, these positions will become Lead Teacher positions with equivalent stipends.
2. Release time for Department Heads and Lead Teachers will be provided on an as-needed basis at the discretion of the Director of Curriculum and Superintendent. The upper limit of this release time will be five (5) days.

**ARTICLE IX. FRINGE BENEFITS**

**A. OVERVIEW**

The Board of Education shall provide all or part of the cost of Hospitalization, Surgical, and Major Medical Insurance to certificated employees under the Board approved Group Insurance Programs according to the following provisions:

1. Effective July 1, 2020, eighty-six and one half percent (86.5%) by the Board of Education for all full-time certificated employees working seven and one-half (7.5) hours per day, five (5) days a week. Effective July 1, 2021, eighty-six percent (86%) by the Board of Education for all full-time certificated employees working seven and one-half (7.5) hours per day, five (5) days a week.
2. Fifty percent (50%) by the Board of Education for all part-time certificated employees working twenty (20) hours a week or more but less than full-time. Full-time tutors who work twenty-five (25) or more hours per week shall have seventy-five percent (75%) of their health insurance paid; tutors who work less than twenty-five hours (25) per week shall have fifty percent (50%) of their health insurance paid.
3. Certified/licensed employees who are eligible for family coverage will be provided with family coverage, with the Board of Education paying the cost according to paragraphs 1 and 2, above.

**B. MEDICAL AND DENTAL INSURANCE PLAN -- EMPLOYEE AND DEPENDENTS**

*(Effective January 1, 2014)*

Employees will be offered a choice of two health care plans as indicated by the following chart:

## TALLMADGE CITY SCHOOLS

### HEALTH INSURANCE PLAN OPTIONS

	BLUE PLAN		GOLD PLAN	
	NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
<b>PHYSICIAN BASED SERVICES</b>				
Preventive Care	No Cost	Ded+30%	No Cost	\$15 Copay
Primary Care Physician Office Visit	\$20 Copay	Ded+30%	\$15 Copay	\$15 Copay
Specialist Office Visit	\$20 Copay	Ded+30%	\$15 Copay	\$15 Copay
<b>INDEPENDENT X-RAY/LAB SERVICES</b>				
	No Cost	Ded+30%	No Cost	No Cost
<b>URGENT CARE</b>				
EMERGENCY ROOM	\$40 Copay	\$40 Copay	Ded+10%	Ded+20%
	\$100 Copay	\$100 Copay	Ded+10%	Ded+10%
<b>DEDUCTIBLE</b>				
Facility Based X-Ray/Lab	\$1000/\$2000	\$1250/\$2500	\$500/\$1000	\$600/\$1200
Outpatient Services	Ded+10%	Ded+30%	Ded+10%	Ded+20%
Inpatient Services	Ded+10%	Ded+30%	Ded+10%	Ded+20%
<b>MAXIMUM OUT OF POCKET</b>	<b>\$1000/\$2000</b>	<b>\$2000/\$4000</b>	<b>\$600/\$1200</b>	<b>\$1000/\$2000</b>
<b>PRESCRIPTION BENEFITS</b>			<b>RETAIL</b>	<b>MAIL ORDER</b>
Retail Generic	\$5 Copay	\$10 Copay	\$10 Copay	\$10 Copay
Retail Preferred Brand	\$25 Copay	\$50 Copay	\$25 Copay	\$25 Copay
Retail Non-Preferred Brand	\$40 Copay	\$80 Copay	\$35 Copay	\$35 Copay
<b>MAX WELLNESS CREDITS</b>	<b>\$1000/Single \$2000/Family</b>		<b>\$500/Single \$1000/Family</b>	

#### Deductible Dental

Family	\$100
Single	\$ 50

Mandatory requirement of ‘generic’ when available and acceptable to physician

Dental co-payment will pay eligible expenses (R & C) at the percentage indicated in the Schedule of Benefits.

#### Employee Insurance Premium Share

A medical/dental premium share will be assessed as follows:

**Effective July 1, 2020:**

Single Coverage	<b>13.5%</b>
Family Coverage	<b>13.5%</b>

**Effective July 1, 2021:**

Single Coverage	<b>14%</b>
Family Coverage	<b>14%</b>

This contribution will be automatically deducted via payroll on a pre-tax basis.

No Section 125 plan administrative costs will be incurred by the employee to withhold this premium share pre-tax.

Open Enrollment will occur every November.

**C. VISION PLAN**

Vision coverage, through VSP, will also be provided to those eligible employees receiving hospitalization, surgical and major medical insurance from the Board and upon the same basis (i.e., an employee with “single” medical insurance coverage will likewise be provided single vision coverage; an employee taking “family” medical coverage will be provided family vision coverage). See Appendix K.

**D. LIFE INSURANCE**

The Board of Education shall purchase, from a carrier licensed by the State of Ohio, Group Term Life Insurance for each employee in the amount of Fifty Thousand Dollars (\$50,000) plus an equal amount of Accidental Death and Dismemberment coverage. Bargaining unit members may purchase additional Term Life Insurance at the group rate, up to a maximum of One Hundred Twenty Thousand Dollars (\$120,000) coverage, in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier.

**E. FLEX-PRO**

A flexible spending plan administered by North Coast Administrators, Inc will be available for specific eligible expenses using pre-tax dollars. Open enrollment for this benefit occurs every November. Bargaining unit members will not be charged a fee for participation in the flexible spending plan.



**F. BENEFITS WHILE ON UNPAID LEAVE**

While an employee is on an unpaid leave unless the leave is designated as family medical leave as defined in Article X, all fringe benefits may be continued at group rates if the employee wishes to pay full premiums and if there is no additional cost to the Board and/or Board's employees, provided the Board's insurance carrier permits this coverage.

**G. HEALTH INSURANCE COMMITTEE**

A Health Insurance Committee composed of no more than five (5) people appointed by the Association President and five (5) people appointed by the Superintendent will be formed to study the Health Benefits Package. The parties recognize the increases in health benefit costs and seek possible ways in which to limit significant costs increases in the future. Any proposed change in the Health Benefits Package shall be presented to the parties for ratification and inclusion in the Contract. The Committee shall choose the Chairperson. The Committee will meet at least two (2) times a year.

**H. COMPREHENSIVE WELLNESS INITIATIVE**

The wellness program will consist of a combination of activities that are designed to increase awareness, assess risk, educate and promote voluntary behavior change to improve the health of an individual, encourage modifications of his or her health status, and enhance his or her personal well-being and productivity, with a goal of preventing injury and illness. The program will include the following provisions:

1. An annual voluntary on-site biometrics screening provided at no cost to the employee. The on-site screening shall provide (but not be limited in application to as determined by the Tallmadge City School District Healthcare Committee) confidential employee information in five (5) key wellness categories.
  1. Health risk assessment
  2. Non-smoker or participation in a smoking cessation program
  3. Low-density Li-protein (LDL)/High-density Li-protein (HDL)- Cholesterol
  4. (BMI) Body-Mass Index
  5. Blood Pressure
2. Employees who voluntarily participate in the annual on-site biometric screening will also have the opportunity to earn Deductible Credits. Deductible Credits are defined as discounted units to be applied directly against the major medical plan deductible. Each credit shall be worth \$80 for single enrollees and \$160 for family enrollees. All credits shall be applied against the top of the deductible (i.e., reducing the deductible from \$500 to \$100 per single and from \$1,000 to \$200 per family). A maximum of five (5) credit units can be applied in any one calendar year period. Deductible Credits

are non-transferable and are only applicable against claims incurred during the same calendar year.

Deductible Credit shall be awarded for, 1) meeting or exceeding the established biometric target or targeted improvement metrics from the prior year's results. (Deductible Credits for the 2011 calendar year shall be based on scores from the Fall 2010 biometrics screening.) or, 2) by being under a doctor's care for condition. Employees unable to reasonably meet the established improvement metrics or target score due to a physician's documented medical condition or chronic illness will receive the established Deductible Credit when deemed appropriate. (See Appendix K for Wellness Illustration).

3. It is the intent of the parties that the increase in deductibles is tied to the ability of bargaining unit members to earn credits to buy down the deductibles as stated herein. If bargaining unit members lose the ability to earn credits to buy down the deductibles as stated herein, the deductibles (i.e. the program is discontinued, etc.) shall go back to \$100 single and \$200 family in-network and out-of-network to \$200 single and \$400 family.
4. Family members may voluntarily participate in any of the screenings. Their scores shall not be considered in the deductible credits.
5. The Board shall provide a voluntary benefit alternative plan to District employees and their covered dependents. The Plan shall be known as the Blue Plan and provide services on a modified basis as outlined in Appendix "A". Eligible employees may enroll during the District's Annual Open Enrollment window in the Blue Plan at a reduced premium. The premium of the reduced plan shall be determined in advance of open-enrollment by the District's actuaries based on overall healthcare expense and trends within the plan's utilization. The Blue Plan shall incorporate the same provisions of the District's Comprehensive Wellness Initiative as outlined in items #1 - #5 above; however, the value of Deductible Credits shall be \$160 for single enrollees and \$320 for family enrollees. All other terms and conditions of the Deductible Credits, awards, participation and intent shall remain unchanged.

## **ARTICLE X. ABSENCE FROM DUTY AND LEAVES OF ABSENCE**

### **A. NOTIFICATION OF ABSENCE**

An employee who is going to be absent shall at the earliest possible time, notify the Principal of his/her building of the absence so that substitute service can be promptly arranged. (Any employee who knows in advance that he/she will be absent for any reason shall give written notice to the Superintendent prior to such absence.) The Superintendent may request evidence of need for such absence. A teacher who is absent shall notify the

office of the Building Administrator by 2:00 p.m. each business day he/she is absent to advise the Administration of his/her status for the following workday.

**B. ABSENCE ON SCHOOL BUSINESS**

Permission to be absent from school for professional purposes without loss of pay shall be granted by the Superintendent of Schools. Such request shall be rendered in writing to the Superintendent at least two (2) weeks prior to the proposed absence. Written notice of the approval or non-approval will be rendered by the Superintendent to the applicant. Where approval is granted, a copy of such permission and an absentee report card shall be attached to the payroll report and forwarded to the Office of the Treasurer of the Board after the absence. A full written report of the meeting shall be sent to the Office of the Superintendent within one (1) week of the applicant's return to duty.

**C. LEAVES OF ABSENCE**

Leaves of absence shall not be granted for more than one (1) year or for longer than the remainder of the school year when requests are presented after the school year has begun. However, an additional request for extension of an additional year of leave of absence will be considered.

**D. MILITARY LEAVE OF ABSENCE**

Any employee who resigns or leaves his/her position and within forty (40) days thereafter enters the Armed Forces of the United States, or the auxiliaries thereof, and who returns from such service with a discharge other than dishonorable, shall be reemployed under the same type of contract as that which he/she last held, if such employee applies for reemployment within ninety (90) days after such discharge. Upon such application, he/she shall be rehired for the next semester if such application is made at least thirty (30) days prior to the beginning of the next semester unless the Board waives the thirty (30) day requirement.

A unit member who is a member of the Ohio organized militia, or other reserve components of the armed forces of the United States, including the Ohio national guard, shall be granted, pursuant to O.R.C. 5923.05, leave of absence without loss of pay for such time as the unit member is performing service in the uniformed services for periods not to exceed one hundred and seventy six (176) hours in any one (1) calendar year.

**E. SABBATICAL LEAVE**

Teachers who have been employed in the District for at least five (5) consecutive years may apply for leave, upon proper application, for not more than one (1) school year for the purpose of professional improvement in accordance with Ohio Revised Code 3319.131.

The following provisions shall apply with regard to processing requests for Sabbatical Leave:

1. Not more than five (5) teachers may be on leave at any one (1) time. Applications shall be processed in chronological order of submission. Seniority shall prevail in the event of ties.
2. The proposed program for leave must be authorized in advance by the Board of Education, upon recommendation of the Superintendent. Application, including an outline of the study program for professional improvement, must be submitted by June 1 for consideration of leave for the following year or first semester and by January 1 for the second semester. A statement of achievement must be submitted at the conclusion of the leave.
3. The staff member must be willing to return to the employ of the School District for at least one (1) year following the leave.
4. During the period of the approved Sabbatical Leave, the employee will have the opportunity to purchase Medical and Life Insurance benefits, as provided in this Agreement to a full-time teacher at the employee's cost.
5. Upon return from leave, the Board will make an effort to return the teacher to a comparable assignment to that held before going on a Sabbatical Leave. A returning teacher shall not be entitled to advancement on the salary schedule for the period of the leave nor shall any Sick Leave accrue during that time.
6. No teacher shall be granted such leave more often than every seven (7) years, and leave will not be granted more than once to the same teacher unless no other qualifying teacher is awaiting a sabbatical.

**F. SPECIAL LEAVE**

Each teacher shall be entitled to three (3) days of absence, two (2) restricted and (1) unrestricted, with pay, each school year (non-cumulative) for special reasons, which days shall not be deducted from Sick Leave. Special leave days may be used in one-half (1/2) increments. If the date is known, a teacher will give his/her Principal forty-eight (48) hours' advance notice of his/her intention to take such leave; however, for unrestricted special leave there will be no exceptions to the requirement to provide at least forty-eight (48) hours' notice. When a teacher is absent for special reasons, a report of such absence, signed by the teacher and his/her Principal, shall be filed with the Superintendent on the morning of the teacher's return. Such report shall contain a certification by the teacher that his/her absence was not in violation of this policy. The filing of a false statement by a teacher shall be considered by the Board as grounds for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day taken:

Restricted Special Leave shall include, but not be limited to:

1. Funeral or illness in the family not covered by the Sick Leave Policy.
2. Mandatory court appearances.
3. Urgent or unusual family obligations such as adoptions, weddings, graduations, over which the employee has no direct control.
4. Attendance at conventions or convocations of fraternal groups, religious societies, civic organizations.
5. Business activity of major significance that cannot be handled before or after school or on a weekend.
6. Personal/private activity of major significance that cannot be handled before or after school or on a weekend.
7. Parent-Teacher Conferences involving the teacher's children.

Restricted Special Leave shall not include the seeking of or participation in gainful employment; making applications for employment elsewhere; vacation; purchasing an automobile, major appliance, etc.; accompanying husband or wife on a business trip; extension of Sick Leave; friend's illness; wedding anniversaries; for the participation or assistance in any strike or strike-related activity within or outside the District; and other examples of a seemingly emergency nature which in reality could be taken care of through other arrangements.

The Superintendent may authorize additional paid or unpaid days for justifiable reasons, including religious holidays observed on a school day. The reason for such requests will be stated in writing. There should be no expectation that unpaid days shall be authorized.

Both restricted and unrestricted Special Leave on the following days shall be only after the approval of the Superintendent or his/her designee:

- The first and last days of school.
- The school day preceding or following a day (or days) when school is closed for holidays.
- Professional Conference days.

See Appendix A for Special Leave Form.

Any unused special leave will be added to an employee's accumulated Sick Leave at the end of each school year.

**G. SICK LEAVE**

1. Sick Leave shall accumulate on the basis of one and one-quarter (1-1/4) days for each complete month of service up to fifteen (15) days per year. The accumulation of Sick Leave shall be unlimited.
2. “Immediate family” in this Contract is defined as parents, grandparents, in-laws, children, sister, brother, husband and wife, or a person living in the same household.
3. Special Leave may be approved for illness, injury, or death of relatives not in the immediate family at the option of the Superintendent.

**H. PARENTAL LEAVE**

1. Any teacher who is pregnant may elect to use her accumulated Sick Leave in her period of disability and/or Maternity Leave without pay. After six (6) weeks of use of Sick Leave after delivery, the teacher may be required to submit a doctor’s statement verifying the necessity of continued use of Sick Leave due to disability.
2. Maternity Leave without pay shall be granted at the request of the teacher. The following conditions shall apply:
  - a. Requests for Maternity Leave shall be filed with the Superintendent’s Office at least eight (8) weeks prior to the beginning of the requested leave.
  - b. The leave shall extend through the remainder of the school contract year in which delivery occurs (or for a shorter period agreed upon by the parties), the leave shall be extended for an additional school year, if notice is given by the teacher prior to April 1.
  - c. The Board will return the teacher to a comparable assignment to that held before going on Maternity Leave. A returning teacher shall not be entitled to advancement on the salary schedule for the period of the leave, nor shall any Sick Leave accrue during that time.
3. Paternity Leave without pay will be granted at the request of a teacher who has fathered or adopted a child in accordance with the provisions above.

**I. ADOPTIVE LEAVE**

The granting of unpaid Adoptive Leave shall be governed by the same provisions as found in Section H (Parental Leave), above.

**J. ASSAULT LEAVE**

Subject to the approval of the Superintendent, an employee may be granted Assault Leave in the event that said employee is absent due to physical disability resulting from an assault that occurs in the course of Board employment. In no event shall Assault Leave extend beyond thirty (30) days except in unusual circumstances.

An application for Assault Leave shall be on prescribed forms supplied by the Administration and shall be signed by the employee and, if applicable, the licensed physician of the employee.

Assault Leave granted under this policy by the Superintendent shall not be charged against Sick Leave earned or leave granted under other policies adopted by the Board of Education.

To qualify for Assault Leave, in addition to the items set forth above, the employee must file claim with the Bureau of Workers' Compensation. All medical payments shall be applied for through the Bureau of Workers' Compensation. If Workers' Compensation benefits are granted, the amount of these benefits shall be subtracted from the Assault Leave benefits (per diem rate of pay) paid by the Board of Education.

If any employee becomes permanently disabled due to an assault, he/she shall apply for disability retirement. If disability retirement is granted, Assault Leave benefit shall end on the effective date of his/her retirement.

**K. PROFESSIONAL MEETINGS/VISITATION**

Professional Meeting/Visitation day(s) may be scheduled for a staff member to attend professional meeting(s) appropriate to his/her area(s) of responsibilities. All requests must receive prior approval by the appropriate Building Administrator/Supervisor and/or the Superintendent of Schools.

**L. FAMILY AND MEDICAL LEAVE**

1. Notwithstanding other provisions of this Agreement, the Board agrees to abide by the provisions and regulations of the Family and Medical Leave Act of 1993 and all amendments. The parties to this Agreement agree that all benefits guaranteed by the Act will be provided to employees covered by this Agreement. Any alleged violations of the Act may be processed as grievances using the procedure herein. Pursuit of such a grievance in no way prevents an employee from enforcing his/her rights under the Act as provided by law.

## 2. Eligibility

- a. An eligible employee may take up to twelve (12) weeks of FMLA Leave in any year for one (1) or more of the following circumstances:
  - (1) the birth of an employee's child and to care for the child;
  - (2) the placement of a child with an employee for adoption or foster care;
  - (3) to care for the spouse, child, or parent of an employee when that family member has a serious health condition;
  - (4) the employee's own serious health condition; and
  - (5) any "qualifying exigency" that arises out of the fact that the employee's spouse, son, daughter or parent is on covered active duty, or has been notified of an impending call or order to covered active duty. Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.
- b. To be eligible for FMLA Leave, the employee must have worked at least 1,250 hours during the last twelve (12) months, which threshold is presumed to be satisfied by full-time teachers in accordance with Section 825.110(c)(3) of the Act.
- c. In cases in which the Board employs both the husband and wife, the total amount of FMLA Leave is twelve (12) weeks for the couple for the birth or placement of a child.

## 3. Usage

- a. The employee shall give the Board thirty (30) days' notice when need for the leave is foreseeable; otherwise, the notice shall be given as soon as practicable. The employee's notice shall specify Family Leave, using Appendix F.
- b. Normally, Sick Leave and FMLA Leave shall run concurrently for a qualifying event. However, once during his/her career at Tallmadge, at the employee's option, an employee may utilize FMLA Leave without Sick Leave being applied concurrently for a qualifying event.
- c. Leave may be taken intermittently in accordance with the law.
- d. Medical certification and/or "fitness for duty" certification may be required in accordance with the law and its regulations.



- e. Leaves near the conclusion of a semester will be addressed in accordance with the law and its regulations.

4. Protection of Employment

- a. The Board shall return the employee taking a leave under this Section to the same or equivalent position he/she occupied prior to the leave.
- b. The taking of a leave under this Section shall not result in the loss of any employment benefits accrued prior to the date the leave commenced.

5. Insurance Continuation

The Board shall continue to pay the Board contribution necessary to continue all medical, dental, and life insurance plans for the employee while he/she is on leave under this Article. Failure to make any timely payments of the employee's contribution to any benefits will result in discontinuation of the benefits.

6. Year

For purposes of Family Leave benefits, "year" shall be defined as July 1 through June 30.

7. Board Policy

This provision shall prevail over conflicting provisions within Board Policy.

**M. JURY DUTY/COURT LEAVE**

- 1. Any teacher who is required to be absent from duty to perform jury service during his/her scheduled work period will suffer no loss of pay for such duty, contingent upon appropriate verification to the Treasurer that such service was rendered by the teacher. A teacher receiving notice to appear for jury duty shall notify the Superintendent as far in advance of the absence as possible, utilizing the special leave form.
- 2. If a teacher is subpoenaed by the Board to serve as a witness in a court action, or if a teacher is subpoenaed as a witness in an action arising from his/her employment, he/she shall be given a leave of absence with pay for the time required for such appearance(s). This leave will not be granted to a teacher filing suit against the Board, or against one or more of its employees. A member of the bargaining unit receiving a subpoena shall notify the Superintendent as far in advance as possible utilizing the special leave form.

## **ARTICLE XI. REDUCTION IN FORCE**

When, by reason of decreased enrollment of pupils (in grade level, subject area, or as a result of a change in course offerings), demonstrable financial reason, return to duty of regular teachers after leaves of absence, 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. For purposes of this Article, in any school year wherein the Board takes action to reduce the force, any teacher who is granted tenure in that same school year will be provided with all of the protections of this Article regardless of the date of the RIF action.

### **A. ATTRITION**

Attrition: The need for a reduction in force and suspensions of contracts in whole or in part may be eliminated or reduced by not replacing teachers leaving the employment of the Board due to resignation, retirement or approved leaves of absence.

### **B. PROCEDURE FOR REDUCTION**

When the suspension of contracts under this Section becomes necessary, the Superintendent shall discuss this matter with the Association President at least two (2) weeks prior to Board action to suspend.

Retention of bargaining unit members and recall of eligible teachers whose contracts have been suspended pursuant to a reduction in force will not be based upon seniority, except in circumstances when choosing between teachers with comparable evaluations.

For the transition period of this Master Agreement only, ending on August 14, 2020, comparable evaluations of OTES and OSCES members will be defined as all evaluation ratings above "Ineffective." Thereafter, unless the parties negotiate otherwise, comparability for OTES and OSCES members will be determined in relation to the effectiveness ratings set forth in Ohio Revised Code Sections 3319.111, 3319.112 and 3319.113.

When the position(s) to be eliminated or reduced in part to accomplish RIF has been determined, the following order shall be followed to determine the order of suspending contracts of bargaining unit employees:

1. If reductions are necessary, limited contract teachers shall first be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
  - a. Comparable evaluations.

- b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
2. Should the necessary reduction of staff required exceed the number of limited contract teachers in the affected field, continuing contract teachers be reduced in the affected teaching fields (certification/licensure) utilizing the following order:
  - a. Comparable evaluations
  - b. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior limited contract teacher in the affected teaching field the first to be suspended.
3. When choosing between teachers with comparable evaluations, if the position of a teacher in one “teaching field affected” is eliminated due to reduction in force, and the teacher in that position is also certified/licensed in another teaching field or fields, the teacher may move to the seniority list of any other area of his/her certification/licensure as long as the teacher reduced is displacing a teacher with a comparable evaluation. The least senior teacher in that area of certification/licensure will then be the teacher whose contract is suspended.
4. If the teacher in this second area of certification/licensure is also certified/licensed in another teaching field, that teacher shall then have the same option stated above. The process shall continue until all available bumping rights are exhausted.
5. If the full-time position of a teacher is eliminated due to RIF, and a part-time position in that same teaching field is available, the teacher whose full-time position is eliminated may elect to accept the part-time position but is not required to do so in order to remain on the recall list. In the event a full-time position subsequently becomes available in that teacher’s area of certification/licensure, the teacher who had accepted the part-time position shall have the right to transfer into the then available full-time position unless there is a more senior teacher, in the affected field, on the recall list so long as the decision to fill the full-time position is made as between teachers with comparable evaluations. Under these circumstances, if there is a more senior in the recall in the affected field than the part-time teacher, the most senior of the two shall receive the full-time position. The other teacher in that teaching field shall be offered the part-time position, if available.

## C. SENIORITY

### 1. Seniority Defined

Seniority, for purposes of Reduction in Force (RIF), shall mean the length of continuous employment in a bargaining unit position as follows:

- a. Seniority shall begin to accrue from the first day worked at a regular limited contract teacher in a bargaining unit position.
- b. Seniority shall accrue for all time an employee is on active pay status or is receiving Workers' Compensation benefits.
- c. Time spent on inactive pay status (unpaid leave, layoff, or service to the District in a non-bargaining unit position) shall not contribute to the accrual of seniority, but shall not constitute a break in seniority.
- d. Full-time employees shall accrue one (1) year of seniority for each school year worked in which they worked a total of one hundred twenty (120) days or more.
- e. Part-time employees shall accrue seniority prorated against seven and one-half (7-1/2) hours per day.
- f. No employee shall accrue more than one (1) year of seniority for any work year.

### 2. Equal Seniority

- a. A tie in seniority shall occur when two (2) or more employees have the same amount of seniority credit as determined by the seniority list in each area.
- b. Ties in seniority shall be broken by the following method to determine the most senior employee:
  - (1) The employee with the first day worked; then
  - (2) The employee with the earliest date of employment (date of the Board meeting when action was taken); then
  - (3) By lottery, with the most senior employee being the one whose name is drawn first, etc. This procedure shall be implemented in the presence of a designated Association representative.

3. Seniority List

The seniority list shall be available in the office of each building and in the library of each building by November of each year. Each seniority list shall indicate, by area of certification/licensure, the first day worked, the date of Employer resolution to hire, date(s) of inactive pay status (see 1.c., above), and the contract status (limited or continuing) of each employee. Said list shall be provided to the Association President on or before November 1.

- a. The names of employees on the seniority list shall appear in seniority ranking order within the areas of certification/licensure, with the name of the most senior employee appearing at the top of the listing and the name of the least senior employee appearing at the bottom of the listing. Employees employed under limited and continuing contracts shall be listed separately on the same list.
- b. The names of employees who are certified/licensed in more than one (1) area shall be included on the listing for all areas of certification/licensure.
- c. The seniority list as developed by the District for the 1990-1991 schoolyear shall be used by the parties as the basis for future lists. The definition of seniority, above, shall not impact a bargaining unit member's current placement as found on the 1990-1991 seniority list.

4. Correction of Inaccuracies

Each employee shall have until December 1 of each year in which to advise the Employer or its agents, in writing, of any inaccuracies that affect his/her seniority. The Employer or its agents shall investigate all reported inaccuracies and make such adjustments as may be in order and revise the list. No protest shall be considered after December 1, and the list shall be considered as final until November 1 of the next year, subject to any changes based upon teachers obtaining tenure as set forth above.

5. Notification of Anticipated RIF

The Employer shall notify the Association and all affected teachers in writing, no later than May 20, of the date the RIF is to be implemented. The notification shall include the reason(s) for the Reduction In Force, the position(s) to be reduced, the name(s) of the employee(s) to be affected, and the effective date of the Reduction In Force. Reduction In Force, for decreased enrollment of pupils or demonstrated financial reasons, shall be effective between August 15 and September 1.

6. Recall

- a. All limited contract teachers shall remain on a recall list for twenty-four (24) months.
- b. The Board shall give written notice of recall from layoff by sending a registered or certified letter to the teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. If a teacher fails to respond within the next fourteen (14) calendar days from date of receiving the recall notice, unless an extension is granted in writing by the Superintendent, said teacher shall be considered a voluntary resignation and thereby terminates his/her individual employment contract and any other employment relationship with the Board. However, any teacher on the recall list who is notified for recall may refuse a position in writing without waiving those rights or their position (seniority) on the recall list.

**D. SUPERSEDING STATUTE**

To the extent that they do not conflict with the requirements of the statute, the provisions of this Article shall supersede Revised Code Section 3319.17.

**ARTICLE XII. ADDITIONAL PROVISIONS**

**A. COMPLETE AGREEMENT**

The Board and the Association agree that during the conduct of negotiations that led to this Agreement both had the unlimited right to make proposals and counter proposals within the scope of bargaining. Both parties further agree that the written provisions of this Agreement represent the complete and entire agreement between the parties. During the life of this Agreement, neither party is obligated to negotiate any items or matters unless by mutual agreement. Any items previously agreed to and not included in the written provisions contained herein shall be null and void and have no further force or effect upon either party. All provisions of this Contract shall remain in full force and effect during the term of this Contract, and no changes will be made in any wages, hours, terms and conditions of employment, unless negotiated.

**B. CONTINUOUS PERFORMANCE**

1. During the life of this Agreement, the Association and its members hereby affirm that they will not sanction, engage in, or encourage or participate in any type of strike or work stoppage which results in a reduction in the regular professional duties or employment obligations of any School District employees.

2. This provision shall not preclude any member of the bargaining unit from taking any necessary and reasonable actions to protect their personal health or safety or the health or safety of others.

**C. PRINTING OF AGREEMENT**

This Agreement will be available online through the District Website, and any member wishing a hard copy may print one without charge at school.

**D. RIGHTS**

1. All rights that were vested in the Board shall continue unless specifically restricted by this Agreement.
2. Nothing included in this Agreement shall restrict or deny to any member of the bargaining unit, rights provided by law or by statutes, rules, and regulations of the State or Federal government.
3. Nondiscrimination

Board shall not discriminate against any employee on the basis of race, creed, color, national origin, religion, sex, sexual orientation, marital status, gender, gender identity, age or disability in the implementation of the terms of this Agreement.

**E. CONTRARY TO LAW**

If it is determined by a court of law with jurisdiction to this School District that all or part of the negotiated policy is contrary to law, that part shall be considered null and void to the extent specifically prohibited. The remaining provisions shall remain in effect. If such a provision becomes null and void due to its being contrary to law, such action shall be reason for reopening of negotiations within ten (10) calendar days after receipt of a request by the Association on that provision to obtain a replacement provision within the established legal structure.

**F. TUTORS**

Tutors shall have the rights of the Negotiated Agreement except as amended herein:

1. Contracts: Each tutor shall be hired under a tutor contract. Tutors shall be granted contracts as follows:
  - One (1) year limited contract -- upon initial employment.
  - One (1) year limited contract -- upon reemployment for second year.
  - One (1) year limited contract -- upon reemployment for a third year.
  - Two (2) year limited contract -- all subsequent contracts shall be for two (2) years.

2. Leaves

Sick Leave: If the tutor's limited contract is not suspended due to a reduction in force or non-renewed, the tutor may accumulate sick leave over the summer. Tutors shall have a right to sick leave accumulation of one and one-quarter (1.25) days per month for each employee who is scheduled for four (4) or more hours of work per day. For employees who are scheduled for less than four (4) hours per day, the employee shall accumulate sick leave at .625 per month. Paid sick leave shall be either fifteen (15) days per year or seven and one-half (7 1/2) days per year for tutors who work the entire program year. The accumulation of sick leave shall be unlimited.

Other: Tutors shall be entitled to parental leave, adoption leave, military leave, assault leave, professional leave and special leave. Tutors shall be entitled to Family Medical Leave, if eligible.

3. Lunch/Planning: Tutors who work for four (4) to six (6) hours per day shall have a thirty (30) minute paid lunch. Tutors who work six (6) hours or more shall have at least one hundred (100) minutes of planning time per week.
4. Evaluation: Tutors shall be evaluated using the Teacher Appraisal Plan set forth in Appendix C. The plan of appraisal includes classroom observations, general observations, and principal/teacher conferences. The schedule of assessments shall be the same as that applied to limited contract teachers, unless the tutor is placed on the Intensive Cycle. The mechanics of the evaluation shall follow those described in Appendix C. The applicable parts of the Staff Assessment Form will be used in the evaluation of the tutor.
5. Nonrenewal: It is the intention of the parties that the Board shall not have to follow the evaluation and nonrenewal procedures provided for teachers under Ohio Revised Code Sections 3319.11 and 3319.111. Notice of nonrenewal will be provided on or before April 30. A tutor whose limited contract is non-renewed may challenge the nonrenewal on procedural grounds only. Tutors may challenge nonrenewal only through the grievance procedure.
6. Reduction In Force: When, by reason of decreased student population in need of tutoring, demonstrable financial reason, return to duty of regular tutor after leaves of absence, 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 tutors, it may make a reasonable reduction.

Tutors shall be included on a separate Seniority List for purposes of Reduction In Force. Seniority shall be accrued for tutors on hours worked against seven and one-half (7 1/2) hours per day. Tutors whose contracts are suspended because of a



Reduction In Force will be notified on or before July 1 and placed on a Recall List for fifteen (15) months.

7. Insurance: The Board of Education shall provide seventy-five percent (75%) of the cost of Hospitalization, Surgical, Major Medical, Dental and Vision Insurance to all tutors who work twenty-five (25) or more hours per week and fifty percent (50%) of the cost of Hospitalization, Surgical, Major Medical, Dental and Vision Insurance to all tutors who work less than twenty-five (25) hours per week.
8. Wages: The base rate for tutors shall be eighty percent (80%) of the teachers' prorated hourly base rate as applied to the index below.

0-2 Yrs	3-5 Yrs	6-11 Yrs	12-19 Yrs	20+ Yrs
1	1.05	1.1	1.15	1.2

**G. TUITION FREE**

All children of certified/licensed employees may attend the Tallmadge City Schools tuition free with the following restrictions:

1. A written request for admission must be made to the Superintendent.
2. Acceptance will be based upon space available considerations. The Superintendent in consultation with the Building Administrator will determine space available.
3. Excess costs that are generated to educate said students shall be the responsibility of the Home District. No special needs student shall be admitted and/or retained unless the Tallmadge District has program and space available and until the Home District has agreed in writing to reimburse the Tallmadge City Schools for present and future excess costs.
4. A written request may be initiated at any time at least thirty (30) days prior to beginning of school; however, students will only be admitted at the beginning of a new school year.
5. The "District of Residence" shall be the residence of the employee.
6. Once a student is enrolled, that student may continue to attend the Tallmadge City Schools as long as attendance is continuous. If a student is withdrawn, readmittance may occur under the same restrictions that applied with regard to the initial application for admission.
7. The Superintendent's decision is final regarding all free tuition requests. That decision will be returned no later than seven (7) days prior to the first day for students.

## **ARTICLE XIII. LICENSED PROFESSIONAL DEVELOPMENT COMMITTEE**

### **A. PURPOSE**

The purpose of the Tallmadge City Schools' Local Professional Development Committee (LPDC) is to oversee and review course work and other professional development activities completed by educators within the District for renewal of certificates or licenses.

### **B. COMMITTEE COMPOSITION AND SELECTION**

The Committee shall be comprised of a minimum of six (6) members, including one representative from each building, as follows:

1. A majority of the LPDC members shall be teachers unless the review of an Individual Professional Development Plan affects the renewal of an Administrator's license or certificate. If the Administrator requests, one (1) teacher member would not participate and an additional Administrator would be added to the LPDC for purposes of reviewing the Administrator's proposal only.
2. The TTA President shall appoint the teacher members. The Superintendent or his/her designee shall appoint the Administrators. Alternates, one (1) teacher and one (1) Administrator, may be selected a year prior to their term as Committee member.

### **C. TERMS OF OFFICE**

1. Members shall serve three (3) year terms.
2. A term shall go from September to September with no more than half of the remaining members new to the Committee at any one (1) time.

### **D. VACANCIES**

1. The TTA shall appoint a teacher to fill the vacancy of a teacher Committee member.
2. The Superintendent or his/her designee will appoint an Administrator to fill the vacancy of an Administrator Committee Member.
3. An individual selected or appointed to fill the vacancy prior to the end of the expiration of a term for which the predecessor was appointed shall hold office as a member for the remainder of that term.

### **E. CHAIRPERSON AND OTHER ROLES**

1. The Chair shall be elected by a written majority vote of the LPDC. Anyone interested in serving as the Chair may self-nominate.
2. The Chair shall be elected for a two (2) year term. A term shall run from September to September.
3. Additional officers may be selected at the discretion of the Committee with those duties established in the LPDC Bylaws.

**F. TRAINING**

Training, with release time, will be provided on an as-needed basis.

**G. MEETINGS**

1. The number of release day meetings in any one (1) year shall not exceed two (2) in number.
2. A schedule of meeting dates will be posted by October 1 of each school year. Additional meetings may be scheduled as deemed necessary by the LPDC.

**H. NOTIFICATION OF EXPIRATION, SUBMISSION AND DECISION MAKING**

1. By November 30 of each school year, the Central Office will notify staff of certificates or licenses that will expire. However, the ultimate responsibility shall remain with the teacher to ensure that his/her certificate/license are current.
2. Dates for submission of the Individual Professional Development Plans (IPDPs) and the notification of action on the IPDPs shall be according to the time lines established by the LPDC. The LPDC will communicate these time lines to staff by September 15 of each school year.
3. Any decision to approve or reject a submitted IPDP for certification/license renewal shall be by a majority vote of the LPDC members.

**I. RECORDS OF THE LPDC**

1. The LPDC shall keep and retain records of its meetings, decisions, and recommendations.
2. It is the educator's ultimate responsibility to keep his/her certification/licensure current and records accurate.

**J. COMPENSATION**

All Committee members shall receive a stipend of four percent (4%) of the base salary.

**K. APPEALS PROCESS**

1. Educators up for renewal will be provided with a copy of the approval guidelines/criteria prior to development and submission of their IPDP for review. If the IPDP or course on an IPDP is rejected, the LPDC will communicate to the educator the reasons for the rejection. In the event the LPDC does not approve an individual professional development plan (IPDP) or course (only after IDPD has been approved), the licensed employee may resubmit a proposal which has been refined or revised in areas specified by the LPDC within 14 calendar days after receipt of the LPDC decision.

If the educator has any questions or concerns, they are encouraged to contact their building LPDC representative.

2. Reconsideration

If an educator disagrees with an LPDC decision, the educator first will be given the opportunity to meet with the LPDC in person to discuss the IPDP and/or credit request to present his/her case to the LPDC. A written request for inclusion on the agenda must be submitted to the LPDC chairperson no later than 14 calendar days following the notification of the denial.

Written notification of the LPDC decision shall be provided within 14 calendar days of the face-to-face reconsideration. If the educator and the LPDC agree on a resolution, the resolution will be documented and will become part of the official minutes. If, however, the parties do not reach a mutually acceptable resolution, then the educator may appeal to a third-party review.

3. Third-Party Review

For circumstances in which the reconsideration process does not yield a mutually acceptable resolution, the LPDC will provide for a third-party review and decision. The panel will review the LPDC decision and either uphold or overturn the decision on evidence of fidelity to the LPDC's procedures:

- Did the educator comply with the LPDC criteria, procedures and timelines?
- Did the LPDC abide by its operational procedures?
- Etc.

The LPDC will assemble a panel consisting of one licensed educator selected by the LPDC; one licensed educator selected by the educator seeking resolution; and one

licensed educator selected by mutual agreement of the Superintendent and the Association President. These three individuals will function as a panel to review the LPDC decision and either uphold or overturn the decision. The decision will be final and not subject to the grievance procedure.

**L. RECIPROCITY**

1. Approved and completed IPDPs from outside the District shall be accepted by the Tallmadge City Schools' LPDC.
2. Tallmadge City Schools' LPDC shall honor hours accumulated in the district of previous employment.
3. The Tallmadge LPDC reserves the right to review and revise the balance of the plan.
4. The educator's IPDP will be requested as part of the application submission process and will be reviewed and marked as "acceptable" or as "in need of revision according to the following guidelines after hiring."
5. The Chair will collect IPDPs of all new hires and the LPDC will review and notify the teacher of acceptance or revision by October 15.

**M. AMENDING THE BY-LAWS**

1. The LPDC shall meet annually to review the by-laws and vote on any changes by June of each year.
2. Amendments shall be voted on by the full LPDC committee. A simple majority of LPDC members will prevail.
3. The Superintendent and the TTA President will receive copies of ratified amendments. All amendments to the by-laws must be in compliance with the terms and conditions of this agreement.

## **ARTICLE XIV. EVALUATION/NON-RENEWAL/TENURE**

### **A. OTES/OSCES**

For OTES teachers, the District will utilize the Board's Standards-Based Teacher Evaluation System set forth in Appendix "C", which has been mutually developed by the parties. For school counselors, the District will utilize the Standards-Based School Counselor System (OSCES) and procedures set forth in Appendix "C-1." All matters contained within these Systems shall be considered grievable under the grievance procedure contained within this contract.

Any revisions to the Board's Standards-Based Teacher Evaluation System/Standards-Based School Counselor System must be bargained prior to implementation in accordance with law.

### **B. TALLMADGE EVALUATION COMMITTEE**

The Tallmadge Evaluation Committee (TEC) will continue to provide additional stakeholder input relative to the development and subsequent revision of that Board policy in addition to making recommendations to the Board and Association for approval to changes to this Article for OTES/OSCES and Non-OTES/OSCES teachers as the law/frameworks evolve. The parties agree that the TEC will be reconvened to recommend changes to this Article and related Appendices as soon as practical after the changes to the evaluation system(s) have been approved by ODE.

#### 1. Composition

The Committee shall be comprised of seven (7) bargaining unit members appointed by the Association President and three (3) administrators appointed by the Superintendent. If possible, selections should be made to include representatives from the elementary, middle and high school as well as special education and the arts.

#### 2. Operational Procedures

- a. The Committee shall be chaired jointly by a bargaining unit Committee member and an administrator.
- b. Members of the Committee must be OTES trained prior to beginning their work.
- c. The Committee will develop the ground rules by which the Committee will operate.
- d. The Committee may establish sub-committees to assist with their work whose members will be jointly appointed by the Committee co-chairs.

- e. All decisions of the Committee and any subcommittees established by the Committee will be achieved by consensus.
- f. The committee will establish by mutual agreement a meeting calendar, tasks for the committee to complete, and timelines for the completion of specific tasks.

During the 2020-2021 contract year, the committee will address implementation of OTES 2.0 in advance of the 2021-2022 contract year.

### 3. Compensation

Any Committee work required outside of the work day will be paid at the curriculum rate per hour as approved by the Committee co-chairs. Release time for Committee work may be granted by the Superintendent upon recommendation of the co-chairs.

### 4. Secretarial Support

The Board will provide necessary clerical support and assistance to the Committee.

### 5. Committee Authority

The Committee shall not have the authority to negotiate wages, hours or terms and conditions of employment.

## **C. FORWARD – EVALUATION PROCEDURE FOR NON-OTES/OSCES MEMBERS**

The Tallmadge City School District places much importance upon the selection, orientation, development and retention of competent staff members. Consequently, when a teacher is initially employed, a judgment has been made which expresses confidence in the candidate's current level of competence, as well as potential for a commitment to professional growth. There is considerable validity to this confidence as teachers are successful in the position for which they have been hired or assigned. However, it would be unrealistic to assume that all teachers will be successful, or that there would never be an instance of a once effective teacher becoming unsatisfactory. For this reason, there must be a systematic approach to supervision and assessment in order to assist teachers in their professional growth and to support judgments about contracts.

It shall be the responsibility of each Principal to discuss this evaluation program at a faculty meeting prior to September 20. At this time, the evaluation program should be reviewed and explained and each teacher informed as to which cycle he/she will be placed in for the respective year.

Individual teachers, new or experienced, should feel free to consult their Principal concerning the evaluation program at any time.

**D. PURPOSE – NON-OTES/OSCES**

The primary purposes of this evaluation program are:

1. To provide opportunities for individual staff members to develop and improve their teaching skills and job performance by providing a systematic review of performance; and
2. Through evaluation, to maintain a quality educational program.

Reasons for evaluation:

1. The evaluation system should allow for the development of a professional working relationship between the teacher and the evaluator.
2. The evaluation system must maintain and attempt to enhance a program of quality instruction.
3. The evaluation system should provide for improved performance in the areas of responsibility.
4. The evaluation system will provide an assessment for the educator of his/her progress in his/her areas of responsibility.
5. The use of the evaluation instruments should be flexible enough to meet the needs of all classroom educator, regardless of assignment.
6. Established standards of effective performance should be easily understood by evaluator and evaluate. The degree to which a classroom educator meets the standards will determine future contractual status.

**E. INTRODUCTION – NON-OTES/OSCES**

The following forms will be used as a guide for the appraisal of Non-OTES teachers in the Tallmadge Schools:

Staff Assessment Form  
1 copy – Central Office  
1 copy – Teacher  
1 copy – Principal

Plan of Assistance  
1 copy – Central Office  
1 copy – Teacher  
1 copy – Principal

The purpose of appraisal is the improvement of instruction. Constructive criticism will be given, when needed, with a program for improvement.



The plan of appraisal includes the following:

1. Classroom observations
2. General observations
3. Principal-Teacher Conferences for a cooperative assessment of the teacher's performance, to plan for needed improvement and to commend the teacher for creditable work.

## **F. PROCEDURE – NON-OTES/OSCES**

### **1. SCHEDULE FOR ASSESSMENTS**

In September, each Non-OTES/OSCES teacher will be placed by the Central Office in one (1) of the following evaluation cycles:

- a. ALL LIMITED CONTRACT TEACHERS  
First Semester One (1) assessment completed before January 15.  
Second Semester One (1) assessment completed by April 1 [one (1) assessment conducted and completed between the first day of the second semester and the first day of April].
- b. TENURE APPLICANTS  
Three (3) assessments completed by April 1 [two (2) by Building Principal and one (1) by Superintendent or his/her designee]. Tenure applicants must notify the Building Principal in writing, with a copy to the Superintendent, by September 15 of the school year.
- c. TENURED TEACHERS  
One (1) assessment completed by May 15 every year (assessment schedule established by Central Office and forwarded to building).
- d. INTENSIVE CYCLE  
Four (4) assessments completed by April 1 [three (3) by Building Principal and one (1) by Superintendent or his/her designee)].

NOTE: Non-OTES/OSCES teachers that are identified by the Administration as having problems may be taken off their present cycle and placed on Intensive Cycle IV at any time.

For purposes of classroom assignments, Principals, Assistant Principals and Central Office personnel may be utilized. The numbers of assessments indicated

in the above schedule are minimums only. The Administration may exceed these numbers at their discretion.

#### **G. MECHANICS OF THE EVALUATION – NON-OTES/OSCES TEACHERS**

1. Each formal classroom observation will be followed by a conference. The assessment is then completed or modified per the schedule. This becomes part of the teacher's personnel record. A conference should follow the observation as closely as possible.
2. Teacher performance outside the formal classroom observation will have a bearing on assessment. Whether favorable or unfavorable, the information should be included on the Assessment Form.
3. The teacher should approach the evaluation with confidence and should expect specific help in improving instruction. The conference is to be based on a positive, constructive and professional approach focused upon good instruction. If there are deficiencies, or substandard performance is noted on the Assessment Form, then a program and time lines for assistance shall be developed by the evaluator. Depending on the nature and severity of the deficiencies, the program can be included on the Assessment Form or it can be communicated to the evaluatee with the Plan of Assistance Form.
4. If an assessment is questioned, or if unfavorable, either the teacher or the Principal may request a review of the assessment by the Superintendent or his/her designee. Documents, other than Observation and Assessment Forms, that are determined to have become irrelevant, may be destroyed.
5. The teacher's signature does not necessarily indicate agreement with the assessment but only that all phases of the evaluation have been completed with the knowledge of the teacher.
6. The evaluation process will not include a consideration of the "ODE value added" report.

#### **H. TEACHER EVALUATION – NON-OTES/OSCES TEACHERS – MISCELLANEOUS**

1. All teachers shall be notified as to the evaluation procedures to be followed, on or before October 1 of each school year. Such notification for teachers new to the District shall include copies of forms and procedures to be used. All other teachers will be given forms, upon request.
2. Any change in the evaluation procedure used the previous year shall be distributed by October 1 to all teachers.

3. Forms and the mutually developed criteria for the evaluation process are set forth in Appendix C.
4. The Board of Education shall evaluate in compliance with the evaluation procedures provided for in the Tallmadge City Schools' Teacher Appraisal Plan adopted September 18, 2013.

**I. NON-RENEWAL**

1. It is the intention of the parties that the provisions of this Article shall supersede all provisions of Ohio Revised Code 3319.111 and all provisions of Ohio Revised Code 3319.11 inconsistent with this Article. This Agreement shall not limit a teacher's rights under Ohio Revised Code 3319.11 (G) and (H).
2. Teachers who are non-renewed under this Article shall have the right to bring an appeal directly to the Court of Common Pleas and not through the Grievance Procedure.

**J. TEACHER TENURE**

1. Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent, by September 15 of the school year in which the teacher becomes eligible. The teacher must have on file by March 1 of the school year of tenure eligibility the following documentation:
  - a. For teachers initially licensed prior to January 1, 2011, either:
    - (1) A Professional, Permanent or Life teacher's certificate issued upon application submitted to the State Board of Education prior to September 1, 1998 or renewed or upgraded subsequent to September 1, 1998 in accordance with Ohio Revised Code 3319.22; or
    - (2) A Professional Educator's License issued after October 29, 1996 and proof of either of the following:
      - (a) If a master's degree was not held at the time of initially receiving a teaching certificate or an educator's license, thirty (30) semester hours of course work in the areas of licensure or in an area related to the teaching field since the initial issuance of such certificate or license; or
      - (b) If a master's degree was held at the time of initially receiving a teaching certificate or an educator's license, six (6) semester hours of

graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the teaching certificate or license.

- b. For teachers initially licensed after January 1, 2011, continuing contract eligibility is met if the teacher:
  - (1) Holds a professional, senior professional or lead professional license;
  - (2) Has held an educator's license for at least seven (7) years; and
  - (3) Has completed either of the following:
    - (a) If the teacher did not hold a master's degree at the time of initially receiving an educator license, thirty (30) semester hours of coursework in the areas of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt;
    - (b) If the teacher held a master's degree at the time of initially receiving an educator license, six (6) semester hours or graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of that license, as specified in rules which the state board shall adopt.
2. The teacher must have taught for at least three of the last five (5) years in the Tallmadge City School District. If the teacher attained continuing contract status in another school district, the teacher must have served at least two (2) years in the Tallmadge City School District in order to be eligible for tenure, unless upon recommendation of the Superintendent and approval of the Board of Education tenure is approved prior to the expiration of this two-year period.
3. During the school year prior to the recommendation of a continuing contract for the following school year, any teacher who will become eligible for a continuing contract will receive a minimum of three (3) formal assessments by the appropriate administrative personnel as designated by the Superintendent. These formal assessments must be completed and on file in the Central Office by April 1.
4. For the purpose of providing input, a review team consisting of all administrative personnel involved in the evaluation process of the staff member being considered will meet prior to the Principal's final recommendation.

## **ARTICLE XV. RESIDENT EDUCATOR PROGRAM**

### **A. Purpose**

The purpose of the Resident Educator Program is to provide a program of support and formative assistance for teachers new to the profession. The program is designed to enhance the teacher's skills, keep the teacher in the District and assist them in achieving a five-year professional license. The Resident Educator Program is exclusively for licensure determination and shall not replace the negotiated employee evaluation system.

### **B. Committee**

1. A Resident Educator Committee comprised of a majority of classroom teachers shall be appointed to develop the program and oversee its implementation. The committee shall be comprised of five (5) members; three (3) appointed by the Association Executive Committee and up to two (2) appointed by the Superintendent.
2. The initial Association committee members shall serve staggered terms.
3. The committee members shall be afforded the opportunity to attend ODE Resident Educator Program training. By the conclusion of the 2015-2016 school year, all committee members must have ODE Resident Educator Program training.
4. The Resident Educator Program Coordinator (REPC) will serve as chairperson of the Committee. The purpose of the committee shall be the development, implementation, and review of the District Resident Educator Program and to make recommendations to the Superintendent for the selection of the Mentors. Prior to making final recommendations for employment in these decisions, the Superintendent will consult with the TTA President.
5. The Resident Educator Committee shall meet as often as the members deem necessary to complete their work. Bargaining unit Committee members shall be compensated at the hourly rate established in Article IV., D. 3., per hour for all hours outside of the work day.
6. Teacher members of the Committee shall have a minimum of five (5) years of teaching experience with preference to teachers with three (3) or more years of experience in the District.

### **C. Definitions**

1. Resident Educator Program Coordinator (REPC)

The Resident Educator Program Coordinator shall coordinate the District's Resident Educator program. The REPC shall perform the duties set out in the ODE Guidelines. Eligibility criteria for selection as REPC shall be the same as the Mentor Teacher provided the REPC shall be required to have a least five (5) years of teaching experience in the Tallmadge City Schools and to have completed all other training required of Mentors prior to consideration as the REPC. Interested bargaining unit members for the position shall apply through the supplemental process. Prior to making final recommendation for the employment of the REPC, the Superintendent will consult with the TTA President.

2. Mentor Teachers

Only current Tallmadge teachers who are bargaining unit members shall be Mentor Teachers. In addition:

- a. The Mentor Teacher must have five (5) years of teaching experience, of which three (3) years have been in the District as a classroom teacher and preferably at least two (2) years in the level or subject area assigned (i.e. elementary, middle school, special education, etc.).
- b. The Mentor Teacher must be trained to act as a mentor through the current Ohio Department of Education Resident Educator program, or agree to be trained in the year of assignment as a Mentor Teacher.
- c. Teachers selected to be mentors for the first time shall be provided the state required training.

D. Release Time

Release time for the REPC will be made available to the REPC to perform the functions of that position and as mutually determined by the Superintendent/designee and the REPC.

Each Mentor Teacher (Year 1 and Year 2) shall be granted a minimum of two (2) days of release time per year for mentoring activities. Additional release time may be granted upon approval of the building principal.

Release time for Mentor Teachers serving as Facilitators may be granted release time upon approval of the building principal.

E. Compensation

The REPC and Mentors (Year 1, Year 2, and Facilitators) will be paid in accordance with the supplemental salary schedule set forth in Article VIII, Paragraph D.

F. General Provisions

1. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation.
2. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.
3. Neither the REPC nor any Mentor Teacher shall participate in the District's evaluation of any Resident Educator.
4. Neither the REPC nor any Mentor Teacher shall be requested or directed to make any recommendation regarding the continued employment of the Resident Educator.
5. Neither the REPC nor any Mentor Teacher shall be requested or directed to divulge information from the written documentation, or confidential Mentor/Resident Educator or REPC/Resident Educator discussions. Any violation of this tenet by the Mentor Teacher or the REPC shall constitute grounds for immediate removal from his/her role as Mentor Teacher or REPC.
6. At any time, if either the Building Principal or REPC determines that the Resident Educator-Mentor situation is not appropriate, and the concern is not resolved satisfactorily, the issue will be submitted to the Superintendent/designee and the TTA President and they shall have the authority to end the Mentor appointment. The Mentor and the Resident Educator must operate in a trusting and comfortable relationship; therefore, no specifics shall be given as to any decisions made pursuant to this paragraph and no prejudice or evaluation is to be reflected by any such decision. Any Mentor whose position is ended and/or any Mentor beginning an assignment after the start of the year will be paid in proportion to time served in that role.
7. The REPC and all Mentor Teachers and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

8. Mentor Teachers shall communicate directly with the Resident Educators and shall not discuss/report the performance and progress of the Resident Educator with any administrator, assessor, or other teacher, with the exception of the REPC.
9. The Resident Educator is not required to do an IPDP nor to utilize the LPDC process.

## **ARTICLE XVI. ASSOCIATION RIGHTS**

### **A. EXCLUSIVE ORGANIZATIONAL RIGHTS**

All rights and privileges provided in this Section shall be exclusively granted to the Association as the sole and exclusive bargaining agent.

### **B. USE OF SCHOOL FACILITIES**

The Association and/or its representatives will be entitled to use school buildings at reasonable hours without cost, provided such use does not interfere with normal operations of the schools. The regular application procedure for use of the building shall be followed. When special custodial services are needed, the Board may make a reasonable charge.

### **C. USE OF SCHOOL EQUIPMENT**

The Association may use equipment located within the building for Association business, provided that such use does not conflict with school business. The Association may be billed for the actual cost of all materials used.

### **D. BULLETIN BOARDS**

The Association shall be entitled to use designated space on bulletin boards, accessible to teachers in each building, for posting of Association materials.

### **E. BUILDING ACCESS**

The President of the Association or his/her designated representative(s) may visit schools. Upon arrival, the President or his/her designated representative(s) shall notify the Principal of his/her presence in the building and the purpose of his/her visit. Visits to schools must not interfere with teaching and other duties assigned by the Board and the Administration or with other school needs.

### **F. USE OF INTERSCHOOL MAIL SYSTEM**

The Association shall have the right to use the interschool mail and email system.



**G. USE OF TEACHERS' MAILBOXES**

The Association shall have the right to place materials into individual teacher's mailboxes in school buildings.

**H. ORGANIZATIONAL MEETING/STAFF MEETINGS**

The Association shall be provided with meeting time not to exceed sixty (60) minutes, at the opening Organizational Meeting. The meeting time will be determined by the Association President and the Superintendent.

In addition, Association representatives, following the conclusion of staff meetings, may make announcements concerning Association activities.

**I. BOARD INFORMATION**

The Association President and Vice President shall be provided with the Board Agenda prior to ensuing Board meeting and may request any referenced attachments or exhibits which will be provided promptly.

**J. ASSOCIATION LEAVE**

To facilitate the accomplishment of Association business while minimizing disruptions to the educational environment, Association leave will be provided as follows:

1. The Association will be provided with up to six (6) days of release time per year to attend to Association business which cannot be reasonably handled outside of the regular school day. Such release time can be utilized in smaller increments and the Association will provide reasonable advanced notice of the use of release time for Association business.
2. Every reasonable effort will be made to provide the Association President with the option of having the last planning/conference time block at the end of the day to allow for attention to matters of Association business.
3. The Administration will schedule meetings requiring the presence of Association representatives at a mutually agreeable time for all parties.
4. Up to two (2) duly elected delegates of the Association will be provided with up to two (2) days per delegate of Association leave to attend OEA Representative Assemblies without loss of pay or benefits. All other related expenses shall be assumed by the Association or the bargaining unit member. Members desiring to be released from duty on Association leave for this purpose shall submit a written request

utilizing the Professional Leave Form indicating that the leave is in compliance with this section.

**K. DUES DEDUCTIONS**

1. Deduction of yearly Association dues and/or fees shall be authorized for payroll deduction to the Treasurer of the Board by the teacher for the following:
  - a. Local Association and its affiliates
  - b. Annuities
  - c. Credit Union
  - d. Insurance payments
  - e. United Way
2. No later than October 15, annually, a list of the bargaining unit members requesting standard payroll deductions or continuous payroll deductions for membership in the Association shall be submitted to the Board Treasurer.
3. The President of the Association shall by September 1 annually, certify to the Board Treasurer the amount of annual dues deduction for the ensuing school year.
4. Dues deductions shall be made in ten (10) equal payments beginning on the last pay in October.
5. The Board agrees to honor continuous dues deduction authorizations executed in accordance with this Article. Such authorization may be revoked only in writing, with such revocation received by the Board Treasurer during the period of September 1 through September 15 each year.
6. All monies from Association membership or Fair Share Fees shall be remitted to the Association Treasurer within three (3) workdays after the scheduled pay date.

**ARTICLE XVII. DISCIPLINARY PROCEDURES**

**A. RIGHT TO REPRESENTATION**

A member of the bargaining unit shall have the right to be represented by an Association representative of his or her choice at any conference with an administrator which he/she reasonably believes may result in disciplinary action. However, a disciplinary conference shall not be unreasonably delayed due to the unavailability of a specific Association representative.

**B. DISCIPLINARY RESPONSES**

No teacher shall be disciplined without good cause. Disciplinary responses shall be commensurate with the teacher's offense, and progressive discipline will be followed. However, the parties fully recognize that more serious offenses may be dealt with by appropriate disciplinary action up to and including termination depending upon the nature and severity of the misconduct.

Disciplinary responses available to the Board include verbal or written reprimands, suspensions with or without pay and termination under Ohio Revised Code. Disciplinary measures may be repeated depending on the circumstances of the infraction.

**C. DUE PROCESS**

For disciplinary measures beyond written reprimand, employees shall be provided with notice of allegations prior to a scheduled meeting and an opportunity to be heard prior to the imposition of such discipline. Nothing herein shall be interpreted to relieve the Board from any obligations it may have under law relative to termination, nor limit the right of employees to challenge disciplinary actions as provided in this Agreement.

**D. PRIVACY OF PROCEEDINGS**

Disciplinary actions shall be administered privately in the presence of appropriate personnel.

**E. TERMINATION – OHIO REVISED CODE 3319.16**

Termination shall be in accordance with Ohio Revised Code 3319.16 and any other relevant Code sections.

**ARTICLE XVIII. CREDIT FLEXIBILITY COMMITTEE**

A committee consisting of the High School Principal and the High School Department/Curriculum Chairs and High School Guidance Counselors shall be convened to review all plans and applications which are submitted by students wishing to participate in the District's Credit Flexibility Program. A Teacher of Record (TOR) who is a bargaining unit member shall be assigned to each student whose plan is approved.

Teachers who are interested to be a Teacher of Record (TOR) shall apply to the Committee no later than October 15<sup>th</sup>. Only in the event that no one in the bargaining unit is interested in assisting a student on a credit flexibility plan may the Administration use the ESC to assist the student. The Credit Flexibility Committee shall be released from their regular duties at approved

times on an as-needed basis in order to complete their work and shall meet at least one (1) time per semester. The Chair of the Committee shall not be an Administrator.

Any teacher who has been identified, in a previously approved Credit Flexibility Plan, to assist a student in successfully completing their plan shall be compensated for necessary work outside his/her normal work day at the tutor rate. The number of hours the teacher is expected to perform in this capacity shall be determined by the Credit Flexibility Committee prior to the approved implementation of the plan. The number of hours may be increased through Committee approval if the circumstances deem it necessary.

### **ARTICLE XIX. MASTER TEACHER PROGRAM**

The Tallmadge City Schools Board of Education and the Tallmadge Teachers Association shall form a Master Teacher Committee (“Committee”), which shall be responsible for overseeing and verifying candidate eligibility and using state designated forms to properly process candidates. The Committee will approve only those who meet the eligibility standards set forth by the Ohio Department of Education.

Teachers who are Nationally Board Certified following the completion of the required section of the application, shall be designated as Master Teachers. Ohio Teachers of the Year and Presidential Award in Excellence in Math and Science Teaching recipients (within the last five (5) years) shall be designated as Master Teachers. These teachers qualify for the one-time stipend.

The Committee shall consist of two (2) administrators and three (3) teachers. The administrators shall be appointed by the Superintendent and the teachers by the Association President. All members of the Committee shall serve three (3) year terms. The Committee Chairperson, who shall not be an administrator, will be responsible for attending and facilitating Committee meetings, maintaining and storing required records (including meeting notes), receiving candidate applications, preparing candidate applications for blind readings, notifying applicants of Committee decisions, and submitting required information to the EMIS Coordinator. The Committee shall be trained during work time. The Committee shall be given release time to complete its work.

Two (2) teacher members of the Committee will be responsible for scoring each application. If the two (2) assigned Committee member teachers disagree regarding the recommendation of an applicant, then a third teacher on the Committee will read and score the application. A majority vote of the assigned teacher members will determine the applicant’s eligibility.

The Committee will inform each applicant of its decision in writing, including his/her final score. If the applicant disagrees with the Committee’s determination, s/he may appeal the decision. The appeal must be submitted within thirty (30) calendar days of the Committee’s notification.

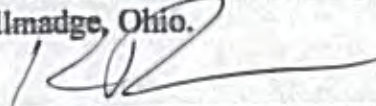
Upon receipt of an appeal, the Committee will assemble a panel consisting of one (1) licensed educator selected by the Committee; one (1) licensed educator selected by the educator seeking resolution; and one (1) licensed educator selected by mutual agreement of the Superintendent and the Association President. These three (3) individuals will function as a panel to review the Committee decision and either uphold or overturn the decision. This meeting shall be held within sixty (60) calendar days from receipt of the written appeal. The Committee will render its final determination within fifteen (15) calendar days. No decision will be subject to the grievance procedure.


When a member receives the Master Teacher designation, s/he is entitled to elect either a one-time Five Hundred Dollar (\$500.00) payment or 30 CEUs.

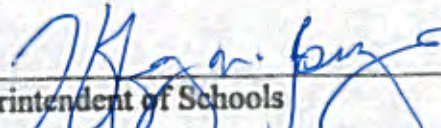
**ARTICLE XX. DURATION AND SIGNATURES**

This Agreement shall be effective on June 30, 2020, and remain in effect through June 29, 2022.

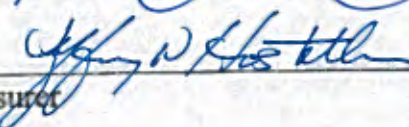
IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_ day of \_\_\_\_, 2020 at Tallmadge, Ohio.

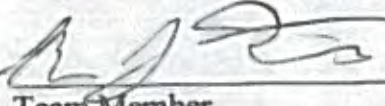
  
\_\_\_\_\_  
President, Tallmadge Board of Education

  
\_\_\_\_\_  
President, Tallmadge Teachers Association / Past-President + Negotiator

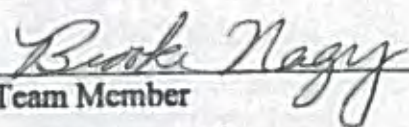
  
\_\_\_\_\_  
Superintendent of Schools

  
\_\_\_\_\_  
Team Member

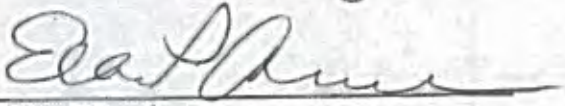
  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Board Attorney


  
\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

  
\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

  
\_\_\_\_\_  
OEA Labor Relations Consultant

  
\_\_\_\_\_  
Team Member

**CERTIFICATE**

The undersigned, Treasurer of the Board of Education of the Tallmadge City School District, Ohio, certifies that the money required to meet the obligations of the Board during Fiscal Year 2020-2021 and 2021-2022 under the attached qualifying contract have been lawfully appropriated by the Board for such purposes and are in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

The undersigned, Treasurer and President of the Board of Education of the Tallmadge City School District, Ohio and the Superintendent of Schools of the Tallmadge City School District, Ohio, hereby certify that the District has in effect for the term of the contract 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 for the current fiscal year and for a number of days in the succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year.

This Certificate is given in compliance with Sections 5705.41, 5705.412 and 5705.44 of the Revised Code.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Treasurer Board of Education

\_\_\_\_\_  
Superintendent of Schools  
Tallmadge City School District, Ohio

\_\_\_\_\_  
President, Board of Education  
Tallmadge City School District, Ohio

[Complete in Triplicate]

**APPENDIX A**

**CERTIFICATED  
SPECIAL LEAVE FORM**

I hereby certify that I am not using my Special Leave in violation of the Master Agreement. I understand that the filing of a false statement under this Article constitutes a violation of the provision and may be considered by the Board as ground for disciplinary action in such form and manner as the Board may deem advisable, including denial of pay for the day taken.

CHECK ONE OF THE FOLLOWING (I understand that an explanation may be required for any of the following):

- 1. \_\_\_ Funeral or illness in the family not covered by Sick Leave Policy.
- 2. \_\_\_ Mandatory court appearances.
- 3. \_\_\_ Urgent or unusual family obligation (such as adoptions, weddings, graduations) over which the employee has no direct control.
- 4. \_\_\_ Attendance at conventions or convocations of fraternal groups, religious societies, civic organizations.
- 5. \_\_\_ Business activity of major significance which cannot be handled before or after school or on a weekend.
- 6. \_\_\_ Personal/Private activity of major significance which cannot be handled before or after school or on a weekend.
- 7. \_\_\_ Parent/Teacher Conferences involving the teacher’s children.

The Special Leave will be (was) taken on \_\_\_\_\_ \_\_\_ Full Day(s)  
\_\_\_ Half Day(s)  
Date(s)

Days Used During Current School Year \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee Building Date Submitted

\_\_\_\_\_  
Signature of Principal Approved/Signature of Superintendent

Special Leave shall not include the seeking of or participation in gainful employment; making applications for employment elsewhere; vacation; purchasing an automobile, major appliance, etc.; accompanying husband or wife on a business trip; extension of Sick Leave; friend’s illness; wedding anniversaries; for the participation or assistance in any strike or strike-related activity within or outside the District; and other examples of a seemingly emergency nature which in reality could be taken care of through other arrangements.

The Superintendent may authorize additional unpaid days for justifiable reasons. The reason for such requests will be stated in writing. There should be no expectation that unpaid days shall be authorized.

Special Leave on the following days shall be only after the approval of the Superintendent or his/her designee

- The first and last days of school
- The school day preceding or following a day (or days) when school is closed for holidays
- Professional Conference Days
- Any unused Special Leave will be added to an employee’s accumulated sick leave at the end of each school year.



STANDARDS-BASED TEACHER EVALUATION - 3220

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

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

The evaluation policy is intended to provide an evaluation model that is research-based, transparent, fair, and adaptable to the needs of the District. The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and included in the collective bargaining agreement with the Tallmadge Teachers Association (TTA) and in all extensions and renewals thereof.

This policy has been developed in consultation with teachers employed by the Board.

**Tallmadge Evaluation Committee (TEC)**

Given the dynamic nature of the mandated teacher evaluation process, the Board authorizes the Superintendent to utilize the TEC set forth in the collective bargaining agreement with the TTA for the express purpose of recommending necessary changes to the Board for the appropriate revision of this policy.

**Definitions**

“**OTES**” – stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2011, or as otherwise modified by the State Board of Education.

“**Teacher**” – For purposes of this policy, “teacher” means a licensed instructor who spends at least 50% of his/her time providing content-related student instruction and who is working under one of the following:

- a. A license issued under ORC Sections 3319.22, 3319.26, 3319.222 or 3319.226; or
- b. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2003; or



- c. A permanent certificate issued under ORC Section 3319.222 as it existed prior to September, 2006; or
- d. A permit issued under ORC Section 3319.301.

The Board may elect not to evaluate a teacher who was on leave from the District for 50% or more of the school year and/or submitted notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy. Regular and Part Time bargaining unit members who do not meet the definition will be evaluated utilizing the evaluation procedures of the collective bargaining agreement in effect between the Board and the TTA.

The Superintendent, Treasurer, and any “other administrator” as defined by ORC Section 3319.02 are not subject to evaluation under this policy

**“Credentialed Evaluator”** – For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

- a. Meets the eligibility requirements under ORC Section 3319.111(D); and
- b. Holds a credential established by the Ohio Department of Education for teacher evaluation;
- c. Has completed state-sponsored evaluation training and has passed an online credentialing assessment; and
- d. Is engaged by the Board in an administrative capacity.

The Board shall authorize the Superintendent/designee to approve and maintain a list of credentialed evaluators as necessary to effectively implement this policy.

**“Core Subject Area”** – means reading and English language arts, mathematics, science, foreign language, government, economics, fine arts, history and geography.

**"eTPES"** – is the Electronic Teacher and Principal Evaluation System (eTPES) is the electronic system used by the District to report evaluation data to ODE.

**"Evaluation Cycle"** – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the teacher performance ratings resulting from performance assessments that are conducted for the current school year to assign a summative evaluation rating.

**"Evaluation Factors"** – refers to the multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at fifty percent (50%) and teacher performance at fifty percent (50%).

**"Evaluation Framework"** – means the document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

**"Evaluation Instruments"** – refers to the forms used by the teacher’s evaluator. Those forms, developed by the ODE, are located in the Appendix to this policy.

**"Evaluation Procedure"** – the procedural requirements set forth in this policy to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.

**"Evaluation Rating"** – means the final summative evaluation level that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where fifty percent (50%) of the evaluation rating is based on student growth measures as provided for in this policy and fifty percent (50%) the evaluation rating is based on a teacher performance rating as provided for in this policy. Each completed evaluation will result in the assignment of one of the following evaluation ratings to Accomplished, Proficient, Developing, or Ineffective.

**"Student Growth"** – means a unit of academic growth projected for a student over specified period of time, and which has been established according to a set of procedures defined either by the value-added data system provider employed by the State of Ohio or by the school district for approved vendor assessments or locally developed student learning objectives (SLOs).

**"Student Learning Objectives" ("SLOs")** – A measurable academic growth target that is set at the beginning of the course/term for all students or for subgroups of students to be achieved by completion of an established interval based upon baseline data gathered at the beginning of the course.

**"Shared Attribution Measures"** – encompasses student growth measures that can be attributed to a group as determined in consultation with the Student Growth Measures Committee.

**"Value-Added"** – refers to the EVAAS Value-Added methodology provided by SAS, Inc., which provides a measure of student progress at the district and school level based on each student’s scores on state issued standardized assessments.

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

**"Teacher Performance"** – is the assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direct observations of a teacher’s practice (including materials and other instructional artifacts) and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating that may be coded as “1” indicating lowest performance to “4” indicating highest performance.

**Teacher-Student Data Linkage (TSDL)** – refers to the process of connecting the teacher(s) of record [based upon above definition] to a student and/or defined group of students’ achievement scores for the purpose of attributing student growth to that teacher.

### **Standards-Based Teacher Evaluation**

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

Each teacher evaluation will result in an effectiveness rating of:

- a. Accomplished;
- b. Skilled;
- c. Developing; or
- d. Ineffective

The specific standards and criteria for distinguishing between these ratings/levels of performance shall be the same as those developed by the State Board of Education, which are incorporated herein by reference.

The Tallmadge City School District will utilize eTPES for reporting compliance with the Standards Based Teacher Evaluation process. The Superintendent shall annually cause to be filed a report to the department of education the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated.

Fifty percent (50%) of each evaluation will be based upon teacher performance and fifty percent (50%) on multiple measures of student growth as set forth herein.

### **Assessment of Teacher Performance**

Teacher performance will be evaluated during formal observations and periodic informal observations also known as “classroom walkthroughs.” Such performance, which will comprise fifty-percent (50%) of a teacher’s effectiveness rating, will be assessed through a holistic process by trained and credentialed evaluators based upon the following *Ohio Standards for the Teaching Profession*:

- a. Understanding student learning and development and respecting the diversity of the students they teach;
- b. Understanding the content area for which they have instructional responsibility;
- c. Understanding and using varied assessment to inform instruction, evaluate and ensure student learning;

- d. Planning and delivering effective instruction that advances individual student learning;
- e. Creating learning environments that promote high levels of learning and student achievement;
- f. Collaborating and communicating with students, parents, other educators, district administrators and the community to support student learning; and
- g. Assuming responsibility for professional growth, performance and involvement.

### **Orientation of Teachers**

Not later than September 15 of each year, or in the case of a new teacher, within thirty (30) days of the first day employed, each teacher shall be notified in writing of the name and position of his or her evaluator.

### ***FORMAL OBSERVATION AND CLASSROOM WALKTHROUGH SEQUENCE***

#### **Schedule of Evaluation**

All instructors who meet the definition of “teacher” under R.C. 3319.111 and this policy shall be evaluated based on at least two formal observations and periodic classroom walkthroughs each school year. Unless mutually agreed upon with his/her evaluator, no teacher shall be evaluated more than once annually.

Teachers on a limited contract who are under consideration for renewal/nonrenewal shall receive at least three formal observations in addition to periodic classroom walkthroughs.

Teachers with continuing contracts who receive a rating of “Accomplished” on his/her most recent evaluation may be evaluated once every three years, so long as the teacher’s student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

Teachers with a continuing contract who receive a rating of “Skilled” on his/her most recent evaluation may be evaluated once every two years, so long as the teacher’s student academic growth measure for the most recent school year for which data is available is average or higher. However, at least one observation, which includes a conference with the teacher, must be held each year.

Evaluations will be completed by May 1st and each teacher will be provided a written report of the results of his/her evaluation by May 10th. Written notice of nonrenewal will be provided by June 1st.

In evaluating teacher performance in these areas, the Board shall utilize the measures set forth by the Ohio Department of Education’s OTES “Teacher Performance Evaluation Rubric” for instructional planning, instruction and assessment, and professionalism.

### **Additional Criteria for Performance Assessment**

A teacher's performance shall be assessed based on the Ohio Educator Standards (or comparable standards) and rubrics for teaching and the criteria set forth in the evaluation instrument.

Teacher instructional performance assessments shall be based solely on the evidence, demonstrated in various forms, provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, and the walkthroughs that are set forth in this agreement.

All monitoring or observation of the instructional/classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher.

All results and conclusions of performance assessments shall be documented and supported by evidence.

In implementing performance assessments, the District shall conduct all assessments so as to observe the legal and constitutional rights of teachers; and no teacher performance information shall be collected by video or audio devices without the permission of the teacher.

### **Formal Observation Procedure**

A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least two weeks between formal non-continuous observations unless otherwise agreed by the teacher. Efforts will be made by evaluators to facilitate a longitudinal view of a teacher's performance by appropriately spacing the observations.

Teachers shall not receive a formal observation on a day before or after any break of more than three (3) days.

#### Observation Conference

All formal observations shall be preceded by a pre-observation conference between the evaluator and the teacher within ten (10) working days of the scheduled observation. At the pre-observation conference teachers shall provide evidence for the classroom situation to be observed on the pre-observation form. The pre-observation conference may be waived at the discretion of the teacher.

A post-observation conference shall be held after each formal observation. The post observation conference shall take place within ten (10) working days following the formal observation.

### **Informal Observation/Classroom Walkthrough Procedure**

A walkthrough is a formative assessment process that focuses on one or more of the following components and results in brief written notes or a summary:

1. evidence of planning;
2. lesson delivery;
3. differentiation;

4. resources;
5. classroom environment;
6. student engagement;
7. assessment; or
8. any other component of the standards and rubrics approved for teacher evaluation.

The walkthrough shall consist of at least 5 consecutive minutes, but not more than 20 consecutive minutes in duration.

The teacher shall be provided access to the walkthrough template.

### Assessment of Student Growth

In determining student growth measures, the Board adopts the Ohio Department of Education's Ohio Teacher Evaluation System (OTES), which calculates student growth by assessing achievement for an individual student occurring between two points in time. It is important to note that a student who has forty-five (45) or more absences for the school year will not be included in the determination of student academic growth.

In general, the Board will utilize the following categories to determine this aspect of a teacher's evaluation, depending upon the instructor involved:

- A1:** Teachers instructing in value-added subjects exclusively;
- A2:** Teachers instructing in value-added courses, but not exclusively;
- B:** Teachers instructing in areas with Ohio Department of Education approved vendor assessments with teacher-level data available;
- B2:** Teachers instructing in areas with Ohio Department of Education approved vendor assessments, but not exclusively; or
- C:** Teachers instructing in areas where no teacher-level value-added or approved vendor assessment available.

Where value-added methodologies exist for A1 and A2 teachers, the Board will utilize them in the evaluation process, to the extent set forth in the District's Guidelines for Student Growth Measurement. Teachers instructing in value-added courses, but not exclusively, will utilize teacher value-added and locally determined measures proportionate to the teacher's schedule.

When an approved Ohio Department of Education vendor assessment is utilized in the measurement of student growth, it will be included in the evaluation process for B teachers to the extent set forth in the District's Guidelines for Student Growth Measurement.

When neither teacher-level value-added data nor Ohio Department of Education-approved assessments are available, the District shall use locally-determined Student Growth Measures for C teachers as set forth in Appendix B of the District's Guidelines for Student Growth Measurement. Student Growth Measures may be comprised of SLOs, shared attribution, and/or non-Value-Added vendor data.

**TCS District Plan (Per committee 2013-2014)  
(2014-2015 per Statute)**

<b>Teacher Category</b>	<b>Own Value Added</b>	<b>SLO Data</b>	<b>Vendor Assessed Data</b>
A1	50%		
A2	30%	20%	
C		50%	
B			50%
B2		30%	20%

An SLO must be based upon the following criteria: Baseline and Trend Data, Student Population, Interval of Instruction, Standards and Content, Assessment(s), Growth Targets, and Rationale for Growth Targets. When new SLO’s are developed or revised, the process will include consultation with teachers employed by the Board. The Board’s process for creating and revising SLO’s is set forth in the District's Guidelines for Student Growth Measurement.

Data from these approved measures of student growth will be scored on five (5) levels in accordance with the Ohio Department of Education/OTES guidance:

<b>Descriptive Rating</b>	<b>Numerical Rating</b>
Most Effective	5
Above Average	4
Average	3
Approaching Average	2
Least Effective	1

**Student Growth Measures (SGM)**

When utilizing vendor assessments to construct SGMs, all related materials shall be purchased, and all affected staff shall be trained on utilization and other considerations by September 30<sup>th</sup>.

When utilizing SLOs to construct SGMs, the teacher shall submit the completed SLO template for approval of the SLO no later than September 30<sup>th</sup>.

1. The TEC shall review all submitted SLOs by October 15.
2. Any SLO that is rejected by the TEC or the Superintendent shall be returned to the teacher/group with specific designation of deficiencies by October with five (5) days for the resubmittal of the corrected SLO.

Teachers shall administer the final assessment to determine student growth as defined in the approved SGMs.

Prior to submitting the SGM results to the designated evaluator, the teacher may request that the TEC review the results for the sole purpose of verifying accuracy.

High stakes employment decisions will not be materially informed by consideration of the student growth portion of the teacher evaluation unless or until there has been a minimum of three consecutive years of SGM data from the same grade level, subject matter, and/or age level (i.e., until the beginning of the 2016-2017 school year).

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

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

### Final Evaluation Procedures

Each teacher’s performance rating will be combined with the assessment of student growth measures to produce the summative evaluation rating, based upon **ODE guidelines**.

Student Growth		Performance		Final Summative Rating	
•Most Effective (5)	600	•Accomplished (4)	600	•Accomplished	500-600
•Above Average (4)	400	•Skilled (3)	400	•Skilled	300-499
•Average (3)	300	•Developing (2)	200	•Developing	100-299
•Approaching Average (2)	200	•Ineffective (1)	0	•Ineffective	0-99
•Least Effective (1)	0				



## **Response to Evaluation**

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file.

### **Professional Growth Plans and Professional Improvement/Remediation Plans**

- A. Teachers whose final summative rating is "Accomplished" will develop a professional growth plan and may choose their credentialed evaluator from those available to the Board for that purpose, utilizing the components set forth in the "Teacher Evaluation Form."
- B. Teachers whose final summative rating is "Skilled" will develop a professional growth plan collaboratively with his/her credentialed evaluator and will have input on his/her evaluator for the next evaluation cycle, utilizing the components set forth in the "Teacher Evaluation Form."
- C. Teachers whose final summative rating is "Developing" will develop a professional growth plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional growth plan, utilizing the components set forth in "Teacher Evaluation Form."
- D. Professional growth and improvement plans for a school year shall be developed not later than September 1 of that school year. The professional growth plan shall include the following components:
- Identification of area(s) for future professional growth;
  - Specific resources and opportunities the teacher wants to explore to enhance their skills, knowledge, and practice including a review of Board-approved and funded options, if applicable.
  - Outcomes that will enable the teacher to increase student learning and achievement.
  - A teacher may use their Professional Growth Plan to develop his/her IPDP for the LPDC in order to meet renewal requirements for their certificate/license.
- E. Teachers whose final summative rating is "Ineffective" will develop a professional improvement plan with their credentialed evaluator. The administration will assign the evaluator for the subsequent evaluation cycle and approve the professional improvement plan, utilizing the components set forth in "Teacher Evaluation Form."
- F. Improvement plans will provide written direction and assistance toward correction of deficiencies and allow a reasonable time for improvement in any areas of performance deficiency identified. The improvement plan shall include the following components:
- An Improvement Statement identifying specific area(s) for improvement as related to the Ohio Standards for the Teaching Profession;

- A desired level of performance that is expected to improve and a reasonable time period to correct deficiencies;
- A specific Plan of Action that must be taken by the teacher to improve his/her performance with sources of evidence (measurable goals) to document the completion of the improvement plan;
- A description of educational supports and/or opportunities for professional development, including a review of Board-approved and funded options, if applicable, needed to improve the identified area(s).

G. A teacher not already on an improvement plan, may have an addendum placed on his/her Professional Growth Plan providing one or two goals for any noted deficiencies in any individual component of the evaluation system, targeted to the identified deficient area(s). This will be an extension of the Professional Growth Plan that is already in place and the teacher will be provided specificity in the developed goals as well as support to implement them. The goals will be a part of the Professional Growth Plan which would be considered in the following evaluation cycle.

### **Board Professional Development Plan**

The Board shall meet the requirements of ORC 3319.112(A)(8)(9) to provide professional development and sufficient financial resources to support the professional learning required by this policy and in accordance with the Ohio State Board of Education’s statewide evaluation framework. The Board's plan will be reviewed annually.

### **Retention and Promotion Decisions/Removal of Poorly Performing Teachers**

It is the purpose of this Standards-Based Teacher Evaluation Policy to improve the quality of instruction, enhance student learning and strengthen professional competence through meaningful feedback and targeted professional development. In addition, the evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement with the TTA.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to non-renew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the TTA. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy. The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher’s summative rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.22, 3319.222, 3319.226, 3319.26,  
3319.58, 3333.0411  
A.C. 3301-35-03(A)

**School Counselors Evaluation System**

**EVALUATION OF SCHOOL COUNSELORS – BOARD POLICY**

Professional school counselors offer students access to high-quality services that support students' academic, career and social/emotional development. The Board evaluates school counselors in accordance with State law and the standards-based statewide counselor evaluation framework adopted by the State Board of Education (SBOE). The framework is aligned with the Ohio Standards for School Counselors.

The Board directs the Superintendent/designee to implement this policy in accordance with State law. The policy becomes operative at the expiration of any collective bargaining agreement covering school counselors that is in effect on September 29, 2015. The requirements of this policy prevail over any conflicting provisions of collective bargaining agreements entered into on or after September 29, 2015.

Annually, the Board submits to the Ohio Department of Education (ODE) a report regarding implementation of this policy. The name of, or any personally identifiable information about, any counselor reported in compliance with this provision cannot be required.

**Effectiveness Rating**

School counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing or Ineffective. Each school counselor is evaluated based on multiple factors including performance on all areas identified by the standards for school counselors and the ability to produce positive student outcomes using metrics in order to determine the holistic final summative rating of effectiveness in accordance with the Ohio Counselor Evaluation Rubric. The choice of metrics for student outcomes will be determined locally and will include information from the school or District's report card when appropriate.

**Evaluation Time Line**

Counselors on a limited contract who are under consideration for renewal/nonrenewal shall receive three formal observations in addition to periodic informal observations. Counselors will be provided with a written report of the evaluation results. Observations will only occur when a counselor is engaged in activities which are not confidential in nature.

School counselor with a continuing contract who receive an effectiveness rating of Accomplished on the counselor's most recent evaluations maybe evaluated once every three years as long as the counselor receives a score of Skilled or higher on all student outcome metrics. School counselors with a continuing contract who receive an effectiveness rating of Skilled on the counselors' most recent evaluations may be evaluated once every two years as long as the counselor receives a score of Skilled or higher on all student outcome metrics. The evaluator will conduct at least one observation and one conference with the counselor in any year a formal evaluation will not take place.

The Superintendent/designee may elect not to conduct an evaluation in the following circumstances:

1. The school counselor is on leave for fifty percent (50%) or more of the school year; or
2. A counselor submits a written notice of retirement and the Board accepts the retirement by December 1.

### **Professional Growth and Improvement Plans**

School counselors with a final summative rating of Accomplished must develop a professional growth plan.

School counselors with a final summative rating of Skilled must develop a professional growth plan collaboratively with their evaluator.

School counselors with a final summative rating of Developing must develop a professional growth plan with their evaluator. The Superintendent/designee approves the professional growth plan.

School counselors with a final summative rating of Ineffective must develop an improvement plan with their evaluator. The Superintendent/designee approves the improvement plan.

The District has discretion to place a school counselor on an improvement plan at any time based on deficiencies in any individual component of the evaluation system.

### **Retention and Promotion**

The Board uses evaluation results for retention and promotion decisions for school counselors beginning with the 2017-2018 school year in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement with the TTA.

### **Poorly Performing Counselors**

The Board uses evaluation results for removing poorly performing counselors beginning with the 2017-2018 school year. The removal of poorly performing counselors shall be in accordance with the Ohio Revised Code and any applicable provisions of the Collective Bargaining Agreement in effect between the Board and the Tallmadge Teachers Association.

### **Professional Development**

The Board allocates financial resources to support professional development in compliance with State law and the SBOE's evaluation framework.

[Adoption date: September 21, 2016]

LEGAL REFS.: ORC [3319.113](#); [3319.61](#); [3302.03](#); Chapter [4117](#); OAC [3301-35-05](#)

CROSS REFS.: AF, Commitment to Accomplishment; [GBL](#), Personnel Records; GCB, Certificated Staff Contracts and Compensation Plans; CONTRACT REF.: Teachers' Negotiated Agreement

## EVALUATION OF SCHOOL COUNSELORS – PROCEDURAL GUIDELINES

The following procedures shall make up the new counselor evaluation system:

- A. Counselors who are licensed in accordance with OAC 3301-24-05 and who perform the duties of a school counselor encompassed by the areas of the state-approved evaluation rubric are subject to the following evaluation system. This new evaluation system does not apply to substitute teachers or instructors or adult education.
- B. One evaluation must be completed for every counselor every year unless a counselor has been rated “Accomplished” or “Skilled” in the most recent cycle. In that case, s/he may be evaluated every third year and every other year, respectively as long as the student metric remains Skilled or higher.
- C. Evaluations of staff under this system must be completed by an administrator in the District who is under contract with the board pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code, who has completed the required training. A counselor’s evaluator shall be the counselor’s assigned evaluator
- D. The evaluation of a counselor consists of a pre-observation conference, no more than ten (10) school days prior to each observation, two (2) at least thirty (30) minute observations and a post-conference within at least ten (10) school days following each observation, informal observations and a final written report. All observations must be scheduled, and the counselor will be notified as to time and date of the observations. The first observation cycle which consists of at least one formal and one or more informal observations must be completed not later than January 20<sup>th</sup>.
- E. The evaluation must be completed by May 1<sup>st</sup>, and a written copy of the evaluation results must be provided to the counselor by May 10<sup>th</sup>.
- F. Any counselor being considered for non-renewal must be observed three (3) times before May 1<sup>st</sup> following the procedures regarding pre and post observations and their timelines, and a written copy of the evaluation results must be provided to the counselor by May 10<sup>th</sup>. If the Superintendent recommends contract non-renewal, the counselor shall be given written notice in accordance with Article 14 at least seven (7) calendar days prior to any official Board action. Notice of non-renewal must be delivered to the teacher not later than June 1<sup>st</sup>.G. Counselors shall be designated as Accomplished, Skilled, Developing or Ineffective.
- H. Counselor performance is based on the rubric attached.
- I. The OSCES forms as of July, 2017 will be incorporated by reference into the contract and will not be changed without mutual agreement.
- J. Informal observations are a part of the evaluation process. Informal observations are informal visits lasting less than 30 minutes.

K. A counselor may take one (1) representative to any and all conferences in this procedure.

L. Professional Growth Plans and Improvement Plans

School counselors with a final summative rating of Accomplished must develop a professional growth plan.

School counselors with a final summative rating of Skilled must develop a professional growth plan collaboratively with their evaluator.

School counselors with a final summative rating of Developing must develop a professional growth plans with their evaluator. The Superintendent/designee approves the professional growth plan.

School counselors with a final summative rating of Ineffective must develop an improvement plan with their evaluator. The Superintendent/designee approves the improvement plan.

Counselors that receive a rating of “Ineffective” on any standard or on the final summative rating shall develop an improvement Plan.

1. If a recommendation for an improvement plan occurs and is documented between February 10<sup>th</sup> and April 10<sup>th</sup> of the school year, the plan shall be continued into the next school year.
2. The evaluator, together with the counselor, will formulate the improvement plan.

The improvement plan, as outlined in this document, details:

- a. Specific performance expectations, resources and assistance to be provided.
  - b. The district will provide for the allocation of financial resources to support professional development for staff on an improvement plan.
  - c. Timelines for its completion.
  - d. Professional indicators documented as unsatisfactory through the formal evaluation process.
  - e. Reasonably sufficient time and duration, as to allow the teacher to improve performance to a satisfactory level.
3. Not later than May 10<sup>th</sup> of the school year, the evaluator of record will complete a final evaluation report, and meet with and provide a copy of it to the counselor. If the final report indicates the counselor meets the

criteria for the professional indicators for satisfactory performance as outlined in the improvement plan, the evaluator of record will recommend that the counselor be returned to a non-improvement plan status.

4. In implementing such evaluation system and procedures, the District shall conduct all evaluations so as to observe the legal and constitutional rights of licensed personnel, and no evaluation information shall be collected by electronic devices without the consent of the licensed personnel.
5. In the event that the counselor and the evaluator cannot agree on the evaluator's expectations for the improvement plan, the counselor may request an employee of the District to facilitate further discussion between the counselor and the evaluator.

M. Metrics of Student Outcomes

Each School counselor shall determine his/her metric of student outcome in collaboration with his/her evaluator when writing the counselor's professional growth or improvement plan. Any disputes will be submitted to the Tallmadge Evaluation Committee (TEC) for consensus resolution. Should consensus not be achieved following review by TEC, the Superintendent will determine the outcome.

**APPENDIX D**  
**Effective August 15, 2020**

**% Base Increase**           **2.00%**  
**Starting Salary:**       **38,720**

<b>Years Exp</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>MA</b>	<b>MA+15</b>
0	38,720	39,882	41,043	41,624	42,205	42,592
1	40,656	41,934	43,212	43,908	44,605	45,109
2	42,592	43,986	45,380	46,193	47,006	47,626
3	44,528	46,038	47,548	48,477	49,407	50,142
4	46,464	48,090	49,716	50,762	51,807	52,659
5	48,400	50,142	51,885	53,046	54,208	55,176
6	50,336	52,195	54,053	55,331	56,609	57,693
7	52,272	54,247	56,221	57,615	59,009	60,210
8	54,208	56,299	58,390	59,900	61,410	62,726
9	56,144	58,351	60,558	62,184	63,811	65,243
10	58,080	60,403	62,726	64,469	66,211	67,760
11	60,016	62,455	64,895	66,753	68,612	70,277
12	61,952	64,508	67,063	69,038	71,012	72,794
13	63,888	66,560	69,231	71,322	73,413	75,310
14	63,888	66,560	69,231	71,322	73,413	75,310
15	65,824	68,612	71,400	73,607	75,814	77,827
16	65,824	68,612	71,400	73,607	75,814	77,827
17	65,824	68,612	71,400	73,607	75,814	77,827
18	67,760	70,664	73,568	75,891	78,214	80,344
19	67,760	70,664	73,568	75,891	78,214	80,344
20	67,760	70,664	73,568	75,891	78,214	80,344
21	67,760	70,664	73,568	75,891	78,214	80,344
22	67,760	70,664	73,568	75,891	78,214	80,344
23	69,696	72,716	75,736	78,176	80,615	82,861
24	69,696	72,716	75,736	78,176	80,615	82,861
25	69,696	72,716	75,736	78,176	80,615	82,861
26	69,696	72,716	75,736	78,176	80,615	82,861
27	71,632	74,768	77,905	80,460	83,016	85,378
28	71,632	74,768	77,905	80,460	83,016	85,378
29	71,632	74,768	77,905	80,460	83,016	85,378
30	73,568	76,820	80,073	82,745	83,016	85,378
31	73,568	76,820	80,073	82,745	85,416	87,894



32	73,568	76,820	80,073	82,745	85,416	87,894
33	73,568	76,820	80,073	82,745	85,416	87,894
34	73,568	76,820	80,073	82,745	85,416	87,894
35	73,568	76,820	80,073	82,745	85,416	87,894
36	73,568	76,820	80,073	82,745	85,416	87,894
37	73,568	76,820	80,073	82,745	85,416	87,894
38	73,568	76,820	80,073	82,745	85,416	87,894
39	73,568	76,820	80,073	82,745	85,416	87,894
40	73,568	76,820	80,073	82,745	85,416	87,894

**Effective August 15, 2021**

**% Base Increase**            **2.00%**  
**Starting Salary:**        **39,495**

<b>Years Exp</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>MA</b>	<b>MA+15</b>
0	39,495	40,680	41,865	42,457	43,050	43,445
1	41,470	42,773	44,076	44,787	45,498	46,012
2	43,445	44,866	46,288	47,118	47,947	48,579
3	45,419	46,960	48,500	49,448	50,396	51,146
4	47,394	49,053	50,712	51,778	52,844	53,713
5	49,369	51,146	52,923	54,108	55,293	56,280
6	51,344	53,239	55,135	56,438	57,742	58,848
7	53,318	55,332	57,347	58,769	60,190	61,415
8	55,293	57,426	59,558	61,099	62,639	63,982
9	57,268	59,519	61,770	63,429	65,088	66,549
10	59,243	61,612	63,982	65,759	67,536	69,116
11	61,217	63,705	66,194	68,089	69,985	71,683
12	63,192	65,799	68,405	70,420	72,434	74,251
13	65,167	67,892	70,617	72,750	74,883	76,818
14	65,167	67,892	70,617	72,750	74,883	76,818
15	67,142	69,985	72,829	75,080	77,331	79,385
16	67,142	69,985	72,829	75,080	77,331	79,385
17	67,142	69,985	72,829	75,080	77,331	79,385
18	69,116	72,078	75,041	77,410	79,780	81,952
19	69,116	72,078	75,041	77,410	79,780	81,952
20	69,116	72,078	75,041	77,410	79,780	81,952

21	69,116	72,078	75,041	77,410	79,780	81,952
22	69,116	72,078	75,041	77,410	79,780	81,952
23	71,091	74,172	77,252	79,740	82,229	84,519
24	71,091	74,172	77,252	79,740	82,229	84,519
25	71,091	74,172	77,252	79,740	82,229	84,519
26	71,091	74,172	77,252	79,740	82,229	84,519
27	73,066	76,265	79,464	82,071	84,677	87,086
28	73,066	76,265	79,464	82,071	84,677	87,086
29	73,066	76,265	79,464	82,071	84,677	87,086
30	75,041	78,358	81,676	84,401	84,677	87,086
31	75,041	78,358	81,676	84,401	87,126	89,654
32	75,041	78,358	81,676	84,401	87,126	89,654
33	75,041	78,358	81,676	84,401	87,126	89,654
34	75,041	78,358	81,676	84,401	87,126	89,654
35	75,041	78,358	81,676	84,401	87,126	89,654
36	75,041	78,358	81,676	84,401	87,126	89,654
37	75,041	78,358	81,676	84,401	87,126	89,654
38	75,041	78,358	81,676	84,401	87,126	89,654
39	75,041	78,358	81,676	84,401	87,126	89,654
40	75,041	78,358	81,676	84,401	87,126	89,654

**REQUEST FOR UNPAID FMLA LEAVE**

(to be filed at least 30 days in advance of foreseeable leave; otherwise, as soon as practicable)

Employee's Name \_\_\_\_\_ Position \_\_\_\_\_

Building \_\_\_\_\_

I hereby request FMLA leave from \_\_\_\_\_ to \_\_\_\_\_ for (circle one):

- 1. The birth of a child and/or to care for the newborn child within one year of the child's birth;
- 2. The placement of an adopted child or foster child with you and/or to care for the newly placed child within one year of the child's arrival;
- 3. To care for an immediate family member (son, daughter, spouse, or parent) with a serious health condition; or
- 4. The Employee's own serious health condition prevents him/her job (i.e., the health care provider determines that the Employee is unable to work at all or is unable to perform any of the essential functions of the Employee's position within the meaning of the Americans with Disabilities Act).

Explain the reason for your request:

\_\_\_\_\_

Does Employee's spouse work for the District?                      Y        N

Would an intermittent or reduced leave schedule meet your needs?                      Y        N

If yes, specially a schedule that would meet your needs:

\_\_\_\_\_

NOTE: A FMLA leave request based on the Employee's serious health condition or the serious health condition of an immediate family member must be accompanied by "Medical Certification from Health Care Provider."

I hereby authorize the Board of Education to contact my health care provider to verify the reason for my requested FMLA leave or for any other information concerning said leave.

I understand the a failure to return to work at the end of my FMLA leave may be treated as a resignation unless an extension of FMLA leave has been agreed upon and approved in writing by the Board of Education, or an additional unpaid leave is authorized by the Board and/or state law.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

Employee's accumulated personal leave, sick leave, and/or vacation leave: \_\_\_\_\_

Total unpaid leave, with benefits, Employee entitled to: \_\_\_\_\_

Intermittent or reduced leave schedule and alternative position Employee assigned to (if applicable): \_\_\_\_\_

**TALLMADGE CITY SCHOOL DISTRICT  
GRIEVANCE FORM**

Name of Employee \_\_\_\_\_

School \_\_\_\_\_ Position \_\_\_\_\_

Statement of the Grievance (what occurred, where and when did it occur): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section of Negotiated Agreement Covering the Situation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Persons Involved in the Grievance Situation:

\_\_\_\_\_

Redress or Solution Being Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Association Representative: \_\_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Signed

(Please check appropriate level:      \_\_\_\_\_ Level I      \_\_\_\_\_ Level III  
   \_\_\_\_\_ Level II      \_\_\_\_\_ Level IV

**AGREED-UPON ACTIVITIES, GOALS AND OBJECTIVES FOR THE INTEREST BASED  
PROBLEM SOLVING PROCESS**

In order to both maintain and enhance the parties' mutual commitment to the interest based problem solving process, the following items are to be implemented beginning with the 2007-2008 school year:

- New staff members will be provided with introductory training in the “Tallmadge Schools Interest Based Problem Solving” (TSIBPS) process during New Teacher Orientation.
- Training in TSIBPS will become a part of the early Mentor Teacher events and all Entry Year teachers will be invited to attend District meetings that utilize and demonstrate exemplary use of that process.
- Additional voluntary training/retraining opportunities in IBPS will be provided during the summer.
- Enhanced IBPS training/retraining will be made a significant component of professional development in-service during the school year at least once during the term of this Agreement.
- At any annual administrative retreat held prior to the beginning of the school year, a component of that retreat will include participation by TTA leadership in a dialogue with the Administration to review the current functioning of the TSIBPS process within the District (using any available agreed-upon evaluation information generated) and to renew the parties commitment to utilizing TSIBPS.

The following represent goals and objectives requiring additional dialogue and development:

Evaluation of the District IBPS Process

Contemporaneous with the execution of this Agreement, the parties have determined to undertake a global evaluation of both the implementation and effectiveness of the IBPS process within the District. In addition to adding definitions of “IBPS” and “consensus decision making” in Article VII and creating the TSIBPS problem-solving “Process Guidelines” (Appendix I), the following represent additional goals and objectives to be pursued:

- An immediate “inventory” will be taken of stakeholders, established committees, and groups, to identify what is working and what is not relative to the use of TSIBPS to narrow the focus in developing appropriate and objective evaluation processes and instruments.
- In conjunction with the inventory, the Steering Committee will develop an instrument and process for annually evaluating the status of the TSIBPS at all levels of decision-making (*i.e.*, District, building, committee, etc).

**TALLMADGE CITY SCHOOLS INTEREST BASED PROBLEM SOLVING (TSIBPS)  
PROCESS GUIDELINES**

*Preface:* The parties recognize that not all issues that arise within the system are appropriate subjects for use of the District's Interest Based Problem Solving ("TSIBPS") Process, such as personnel matters, certain operational and fiscal issues, and those with clearly defined legal avenues of accountability and/or responsibility that either cannot or should not be delegated. Nevertheless, the parties also readily acknowledge that many issues which emerge in the course of our shared mission to provide a harmonious and productive educational institution can be effectively resolved through the use of TSIBPS. For those instances, the following represents a practical set of agreed-upon guidelines for utilizing the TSIBPS process:

Step 1: Accountability Parameters and the "Threshold" Identification of the Level of Authority:

Prior to the actual initiation of the TSIBPS process, a fundamental inquiry must be made as to the level of authority being conferred upon the group relative to the issue at hand. At this juncture, the Administration and/or Board must identify how any solution derived from the problem solving process would be recognized. There are three (3) basic levels of authority:

1. Input – where the decision and/or recommendation will remain with the administrator or Board, but possible solutions are being sought for input in reaching that action.
2. Recommendation – here, the decision-maker has conferred upon the problem solving group the task of generating the recommendation to forward to the next level.
3. Decision-making – at this level, the group is empowered to generate the ultimate solution commensurate with the level of authority of the deferring administrator or the Board.

[*Step 1 Key Resources:* Honesty, Clarity, Communication]

**Step 2: Non-leading or “Neutral” Statement of the Issue:**

The issue(s) to be resolved are presented in a nonaligned fashion so as to avoid the suggestion of a predetermined solution. The party raising the issue should minimize expressing needs or concerns at this point.

[*Step 2 Key Resources:* Understanding/Appreciation of the IBPS process, Communication, Openness]

**Step 3: Focusing the Issue – Attaining Group Understanding of the Specific Nature and Parameters of the Problem:**

Although useful to the process, the neutral issue statement will rarely provide enough information to allow an immediate discussion about the interests involved. As such, at this juncture, a short discussion is necessary by the problem solving group to “flesh out” the problem. An effective starting point will often be an identification of the problem or problems that led to the emergence of the issue. The seminal inquiry is “what is not working?” and participants should engage in dialogue about the history and the “who, what, when and where” of the issue under consideration.

In some limited circumstances, an immediate solution may naturally emerge and allow for a “quick fix” solution of the issue at hand. In these cases, consensus must readily attach to this solution and support the outcome. Any discernable hesitancy in a “quick fix” analysis should result in an immediate return by the group to the process.

[*Step 3 Key Resources:* Patience, Listening, Empathy, Focus on the Facts]

**Step 4: Listing the Relevant Interests and Identifying Mutual Interests:**

“Interests” in this context, refer to core concerns, needs, desires or goals underlying the issue from the perspective of each of the parties involved. At this step, participants should clarify and explain interests relating to the focused issue. There is no need for consensus during this open discussion, and judgment statements should be suspended throughout the group listing of interests.



When the relevant interests have been adequately identified by the group, it is critical to reach consensus on those which are “mutual,” i.e., those that are readily embraced by each of the parties or sides of an issue.

[*Step 4 Key Resources:* Respect, Empathy, Honesty, and Flip Charts (optional)]

Step 5: Generating Options – “Brainstorming”

The development and recognition of mutual interests serves as the foundation for the group’s generation of “options,” which are various ways that the problem might be solved. Since it is the fulfillment of mutual interests that leads to acceptable gain, it is important to probe the link between interests and options. At this step, the process of brainstorming is used wherein participants openly suggest options without fear of judgment or criticism. Group members must recognize that there is no ownership of ideas.

[*Step 5 Key Resources:* Participation, Respect, Creativity and Flip Charts (optional)]

Step 6: Evaluating the Options – Applying the Three-Stage Criteria (“Feasible, Beneficial and Acceptable”):

Every option must now undergo an intensive three-stage analysis to determine its availability for becoming part of solution. However, before application of the relevant criteria, it may be appropriate to combine similar options and/or eliminate redundancies as well as clearly define the scope of each option.

If consensus cannot be reached that an option meets the criteria at any stage, it is discarded. If consensus indicates that the criteria are satisfied, it is moved to the next stage. At any time during this stage, new options can be generated by the problem solving group.

*Stage 1 – Is the option “feasible?”*

The primary inquiry in applying feasibility criteria is whether or not the option is capable of being carried out (i.e., understandable, possible, practical, doable, etc). Here, the parties must assess legality, affordability, cost effectiveness, workability and flexibility given the systemic realities that exist within the District.

*Stage 2 – Is the option “beneficial?”*

Options determined to be feasible must now be investigated by the group to assess the extent to which they contribute to the improvement in the condition that caused the issue to be raised. Here, the linkage between an option and the developed interests is probed to determine whether:

1. The option satisfies important interests listed; and
2. The option harms any important interests of the parties.

If the consensus is that the option satisfies and does not also harm important interests, and contributes to improving the condition that spawned the issue, it is deemed “beneficial” and moves to Stage 3.

*Stage 3 – Is the option “acceptable?”*

The relevant inquiry in applying this criterion is whether the option will be received favorably by “constituents” on all sides of the issue presented. In other words, will this option stand the test of formal approval? To effectively reach consensus here requires a more “global” view in determining what the solution will look like in the broader perspective of the District. For example, it is important to ask at this stage whether there are political problems connected to the option.

“Consensus decision-making” is important throughout the TSIBPS process and in applying the three-stage criteria, but often figures prominently at this stage of the analysis. Consensus is defined to mean that all stakeholders in the issue presented agree upon a single alternative and each can support it to those outside the group as the best solution at the time. While this “external” support must be total (100%), individual members of the group need only reach substantial “internal” agreement (70%) to meet consensus. When individuals cannot meet the internal threshold, they are expected to explain their rationale to determine whether consensus can be reached on the solution and/or whether an alternative is available to generate consensus.

[*Step 6 Key Resources:* Integrity, Objectivity, Participation, Creativity and Flip Charts (optional)]

Step 7: Building a Solution and Implementing an Action Plan

To the extent that an option or options satisfy the three stage criteria analysis and emerge from the consensus of the group, this step requires the development of the actual solution from the scrutinized option(s) and an agreement on how and when the solution will be implemented. The result may be that additional action must be taken prior to implementation, at which point those with responsibilities must be identified and deadlines clearly established. Consensus should be reached on the issue of how the solution will be communicated to affected groups or intended recipients. The group may need to be reconvened to review language drafted to communicate the solution.

[*Step 7 Key Resources:* Perseverance, Follow-up, and Communication]

Step 8: Reflection and Evaluation of the Process

The final step in the TSIBPS process requires each of the participants to honestly and thoughtfully reflect on the efficacy of the process in addressing the issue presented. This assessment should be communicated with appropriate stakeholders, including the District Steering Committee, so that periodic evaluations of all levels of TSIBPS functioning can be appropriately performed.

[*Step 8 Key Resources:* Honesty, Follow-up, Dedication to TSIBPS, and Communication]

## **Tallmadge City Schools STAFF NETWORK AND INTERNET USE AND SAFETY POLICY**

*(Please retain this page for future reference)*

### **1. Acceptable Uses; Limitations**

Computer networks shall be used solely for academic purposes or other purposes, which support the educational mission of the Tallmadge City School District. Computer networks may NOT be used for illegal activities, transmitting or receiving sexually-oriented materials, commercial activity, political activity, personal use, entertainment, accessing unauthorized computers, promoting any illegal activity, or promoting the use of drugs, alcohol, or tobacco.

The Board of Education reserves the right to determine which constitutes acceptable use and to limit computer access to such uses. While the Board has implemented technology protection measures which block/filter access to inappropriate content, we may not be able to technologically limit access to only educational services. Unlike in the past when educators and community members had the opportunity to review and screen materials, access to the Internet serves as a gateway to any publicly available file server in the world. Students and staff members are responsible for good behavior on computers, the network and the Internet, just as they are in all school environments.

### **2. Security and Safety**

Despite efforts to filter content, the Internet and other computer networks may make available information and images, which are obscene, offensive, false, fraudulent, or illegal. Other persons using a computer network may also be attempting to exploit children and other users.

For these reasons, users:

- should not reveal real names, addresses, phone numbers, or other personally identifiable information of themselves or others without the express permission of a supervising teacher.
- should not participate in any real-time communications (such as "chat rooms," browser-based instant messaging) without the express permission and direct participation of a supervising teacher.
- (students) should not agree to meet any person contacted through a computer network without parental permission.
- shall not login to the network using another person's account and password, or misrepresent his/her identity in any way.
- shall inform the building administrator of any sexually oriented messages or unsolicited requests for personal information about a student
- should exit immediately from any site containing sexually explicit material or other material deemed inappropriate under this policy

Users shall protect their passwords and account numbers and may not allow other persons to use their passwords and/or account logins.

### 3. **Responsibilities of Users**

It shall be the responsibility of the user:

- to use the network only for appropriate purposes
- to notify the building Technology Specialist of computer or network malfunctions
- to reimburse the Board for any damage or loss incurred as a result of inappropriate use
- to be a courteous computer user by avoiding the use of language which is obscene, vulgar, abusive, or disrespectful
- to avoid any use or practice which interferes with the use of the network by others
- to respect the privacy of other computer users to the maximum extent possible

### 4. **General Prohibitions**

- may not violate any copyright laws or engage in the unauthorized copying of files, music, movies, programs, or other software
- may not engage in any form of plagiarism
- may not "mass e-mail" school system users for non-educational purposes
- may not write, delete or modify files in any directory other than their own without permission of the supervising teacher including system files
- may not store executable files (such as games, music, movies or other programs) or any copyrighted files on the network in any form or place
- may not engage in any interference/sabotage/vandalism of others' computers or software (such as "hacking," "spamming," or virus copying)
- may not use non-school provided chat programs (i.e., aim, yahoo, msn, etc)
- may not connect any "rogue" network device or computer (wired or wireless) to the network

### 5. **Loss of Privileges**

Computer network access is a privilege and not a right. Any person who engages in an inappropriate use or violates any other provision of this policy may have his/her access privileges suspended or revoked without notice.

### 6. **Right of Access**

The Board will make every effort to respect the privacy of students using computer networks for e-mail communications and other purposes. However, the Board reserves the right to examine any such communications or other computer-based information when reasonably necessary to investigate a suspected violation of school rules or this policy, or where necessary to ensure the security and integrity of the computer network. The Board also reserves the right to limit the time of access and to establish priorities among competing acceptable uses.

### 7. **Disclaimer of Liability**

The Board shall not be responsible for any material encountered on a computer network which may be deemed objectionable to a student or his/her parents, for any inaccurate information disseminated over the network, for any hostile or injurious actions of third parties encountered through a computer network, for any charges incurred by the user of a computer network without prior permission, or for any damage or loss incurred by a user or any subsequent party by the use of files or software obtained over a computer network. Due to the nature of electronic communications, it is also impossible for the Tallmadge City School District to guarantee the confidentiality of e-mail sent and received over any computer network.

## Tallmadge City Schools

### STAFF NETWORK AND INTERNET USE AND SAFETY AGREEMENT

To access the computer network, e-mail and/or the Internet at school, staff members must sign and return this form.

Use of the Internet is a privilege, not a right. The Board's Internet connection is provided for educational purposes only. Unauthorized and inappropriate use will result in a cancellation of this privilege.

The Board has implemented technology protection measures which block/filter Internet access to visual displays that are obscene, child pornography or harmful to minors. The Board also monitors online activity of staff members in an effort to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors.

Staff members accessing the Internet through the school's computers/network assume personal responsibility and liability, both civil and criminal, for unauthorized or inappropriate use of the Internet.

The Board reserves the right to monitor, review and inspect any directories, files and/or messages residing on or sent using the Board's computers/networks. Messages relating to or in support of illegal activities will be reported to the appropriate authorities.

**Please complete the following information:**

Staff Member's Full Name (please print): \_\_\_\_\_

School: \_\_\_\_\_

I have read and agree to abide by the STAFF NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY POLICY. I understand that any violation of the terms and conditions set forth in the Policy is inappropriate and may constitute a criminal offense. As a user of the Board's computers/network and the Internet, I agree to communicate over the Internet and the Network in an appropriate manner, honoring all relevant laws, restrictions and guidelines.

Staff Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**The Superintendent may deny, revoke or suspend access to the computer network and Internet to individuals who violate the Board's STAFF NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY POLICY, and take such other disciplinary action as is appropriate pursuant to the applicable collective bargaining agreement and/or Board Policy.**

*(Please return this page to your Building Secretary ...  
to be forwarded to District central office.)*

**COMPREHENSIVE WELLNESS INITIATIVE ILLUSTRATION**

1. Free In Network Preventative Care (based on current guidelines)
2. Introduction to On-Site Biometrics Screening Program (Fall 2010)

COMPREHENSIVE WELLNESS INITIATIVE 2011/2012 and thereafter:

Biometrics and Deductible Credits continue to be part of the Plan each year. Employees must re-qualify each year.

To Qualify: Participants must meet range or improve from prior year.

Deductible Credits cannot be reduced or eliminated outside of the contract.

What are Deductible Credits?

To Qualify for Deductible Credits, Employees Must:

1. Meet the Biometric Target Range, Fall 2010 or
2. Improve from their Fall 2010 Score by 2.5% (December 2010) or
3. Enroll in a free program to address the specific credit (i.e., smoking cessation, Weight Watchers) or
4. Be under a physician's care for the specific credit in question (i.e., High Cholesterol)

\*Deductible Credits earned in 2010 are good for the entire 2011 year

Each Credit is Independent and Worth:

1. Worth \$80/Single or \$160/Family
2. Blue/Gold Plan Credits Worth \$160/Single or \$320/Family

Each year the credits must be earned through the procedure outlined above.

Credits are Awarded For:

1. Taking the Confidential Health Risk Assessment
2. Body Mass Index – BMI 29.9 or lower or be under physician's care
3. Blood Pressure – 140/90 or lower or be under physician's care
4. Cholesterol – 239 or lower or be under physician's care
5. Non Smoker or Smoking Cessation

## **APPENDIX J**

3. It is the intent of the parties that the increase in deductibles is tied to the ability of bargaining unit members to earn credits to buy down the deductibles as stated herein. If bargaining unit members lose the ability to earn credits to buy down the deductibles as stated herein, the deductibles (i.e. the program is discontinued, etc.) shall go back to \$100 single and \$200 family in-network and out-of-network to \$200 single and \$400 family.
4. Family members may voluntarily participate in any of the screenings. Their scores shall not be considered in the deductible credits.



**VSP Coverage**

**WellVision Exam<sup>®</sup>** focuses on your eye health and overall wellness.

- \$10.00 copay – every 12 months

**Prescription Glasses**

- \$25.00 copay

Lenses – every 12 months

- Single vision, lined bifocal and lined trifocal lenses
- Polycarbonate lenses for dependent children

Frame – every 12 months

- \$130 allowance for frame of your choice
- 20% off amount over your allowance

—OR—

**Contact Lens Care**

No copay applies – every 12 months

\$130.00 allowance for contacts and the contact lens exam (fitting and evaluation)

Current soft contact lens wearers may qualify for a special program that includes a contact lens exam and initial supply of replacement lenses.

**Extra Discounts and Savings**

**Glasses and Sunglasses**

- Average 20%-25% savings on all non-covered lens options
- 20% off additional glasses and sunglasses, including lens options, from any VSP doctor for 12 months of your last WellVision Exam<sup>®</sup>

**Contacts**

- 15% off cost of contact lens exam (fitting and evaluation)

**Laser Vision Correction**

- Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities

If you see a non-VSP provider, you'll receive a lesser benefit. Before seeing a non-VSP provider, call us at 800-877-7195 for more details.

**Out-of-Network Reimbursement Amounts:**

Exam	Up to \$ 34.00
Single Vision Lenses	Up to \$ 17.00
Lined Bifocal Lenses	Up to \$ 30.00
Lined Trifocal Lenses	Up to \$ 43.00
Frame	Up to \$ 38.25
Contacts	Up to \$100.00

**APPENDIX L**

**APPLICATION FOR STIPEND  
COLLABORATIVE CURRICULAR PLANNING TIME**

Project: \_\_\_\_\_ Date: \_\_\_\_\_

Participants: \_\_\_\_\_

Curricular Goal: \_\_\_\_\_

How will this improve instruction?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>OBJECTIVES</u>	<u>STRATEGIES/ACTIVITY</u>	<u>TIMELINE/AGENDA</u>	<u>EVALUATION</u>

B.I.T. / Steering Committee Approval \_\_\_\_\_  
(Principal's Signature)

Superintendent's Approval \_\_\_\_\_

**CONSENSUS STATEMENT  
MARCH 1, 2019  
PRESERVATION OF FAIR SHARE FEE LANGUAGE**

This section is null and void as a matter of law based on Supreme Court decision in *Janus v. AFSCME, Council 31*, 585 U.S. \_\_\_\_ (2018) and will not be implemented, but is preserved should the law change in future years.

FAIR SHARE FEE

1. The Board and the Association pledge to mutually support membership in the Association.
2. All members of the bargaining unit who are hired for the 1993-94 school year and all future “new hires” shall be required to maintain membership in the Tallmadge Teachers’ Association or become Fair Share Fee payers under the conditions set forth below.
3. Fair Share Fees or membership in the Association shall be required of all bargaining unit members once Association membership meets or exceeds ninety percent (90%) of potential membership.
4. Payroll Deduction of Fair Share Fee

The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or to remain members of the Tallmadge Teachers’ Association, a Fair Share Fee for the Association’s representation of such nonmembers during the term of this Contract subject to the provisions of L.1, L.2, L.3, above. No nonmember filing a timely demand shall be required to subsidize partisan political or ideological cause not germane to the Association’s work in the realm of collective bargaining.

5. 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 Treasurer of the Board on or about September 15 of each year during the term of this Contract for the purpose of determining amounts to be payroll deducted.

6. Schedule of Fair Share Fee Deduction

- a. All Fair Share Fee Payers: Payroll deduction of such annual Fair Share Fees shall commence on the first pay date that occurs on or after January 15, annually.

In the case of bargaining unit employees newly hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

- (1) sixty (60) calendar days employment in a bargaining unit position; or
- (2) January 15.

- b. Upon Termination of Membership During the Membership Year: The Treasurer of the Board 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 Fee less the amount previously paid through payroll deduction. The deduction of said amount shall commence on the first pay date occurring on or after forty-five (45) calendar days from termination of membership.

7. 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 member of the bargaining unit who does not join the Association; and that such procedure and notice shall be in compliance with all applicable State and Federal laws and the Constitutions of the United States and the State of Ohio.

8. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for advance reduction/rebate of the Fair Share Fee pursuant to the Internal Rebate Procedure adopted by the Association.