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AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF THE ORANGE CITY SCHOOL DISTRICT

AND

THE ORANGE TEACHERS ASSOCIATION

Effective July 1, 2024

Through and Including June 30, 2027

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APPENDIX A SALARY SCHEDULES AND ATHLETIC AND CO-CURRICULAR SUPPLEMENTALS

I. RECOGNITION

A. RECOGNITION

The Board of Education of the Orange City School District (hereinafter same as "Board") recognizes the Orange Teachers' Association affiliated with the Ohio Education Association, the North Eastern Ohio Education Association, and the National Education Association (hereinafter referred to as the "Association") as the sole and exclusive bargaining agent for the members of the bargaining unit (hereinafter "unit member"). The bargaining unit shall consist of all certificated personnel. The limited contract issued to a teacher employed for a specific period of time to cover a vacancy of a known duration shall be deemed to automatically expire at the close of said period, without need for Board action to nonrenew. Aides, other substitutes, and tutors who are to be paid by a separate rate, as well as Supervisory and management level employees as defined by the Ohio Collective Bargaining Law are excluded from the bargaining unit. The Superintendent, Central Office Administrators, Treasurer, Assistant Treasurer, Central Office Administrative Assistants, Principals, Assistant Principals, Building Administrative Assistants, Directors, Associate Directors and Supervisors and Administrative Coordinators are excluded from the bargaining unit.

B. DEFINITIONS

The terms listed below, when used in this Agreement, shall be defined as follows:

1. Employee: Any Employee in the Bargaining Unit defined in Article I, Section A of this Agreement.

2. Day: Calendar Day

3. Workday: A day on which an Employee is scheduled to report to work during the regular school year.

4. Summer workday: A workday will be defined as any Monday through Friday when the Central Administration office is open for regular business, excluding recognized holidays. If a member is awarded a summer contract during the summer recess, the workday will be in accordance with the job posting.

5. Immediate supervisor: The principal or person in a comparable administrative or supervisory position responsible directly for the supervision and direction of an Employee and to whom the Employee is directly responsible. Immediate supervisor shall not be a person who is an Employee of the bargaining unit represented by the Association.

6. Superintendent: The Superintendent of the Orange City School District or their designated representative.

7. OTA or the Association: The Orange Teachers Association.

8. Board: The Board of Education of the Orange City School District.

9. District: The Orange City School District.

10. Seniority: The longest uninterrupted service as an Employee, beginning with the first day of work in a bargaining unit position in the District. Seniority shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement or Board policy, by any layoff, nor by disability retirement.

    a. Service rendered beyond the regular school year or beyond the regular workday will not be counted toward seniority.

    b. An Employee who accepts/accepted an administrative position in the District and who subsequently returns/returned to the bargaining unit shall retain previously accrued bargaining unit seniority but shall not accrue seniority during the period of administrative service.

    c. Effective September 1, 1999, seniority for Employees who render service during the workday for fewer hours than the ordinary and normal maximum number of hours for such assignment shall be determined as follows:

        The total number of hours worked during the regular school year shall be divided by the maximum number of hours worked ordinarily and normally in such assignment, then divided by the number of workdays in the school year (185).

    d. If the seniority of two or more Employees is equal, the additional criteria for determining seniority, in the following order, shall be:

        i. The date of the Board meeting at which the Employee was hired; and then by

        ii. The stamped date on which the Employee submitted the signed copy of his/her contract to the personnel office; and then by

        iii. Total teaching experience; and finally by

        iv. The decision of the Superintendent.

    e. Seniority RIF List: All Employees shall be placed on a seniority list within their area or areas of certification/licensure giving preference to those on continuing contracts over those on limited contracts. A copy of the seniority list and updates thereto shall be provided to the OTA president and shall be posted on Employee bulletin Boards in each school.

II. NEGOTIATIONS PROCEDURE

A. Either the Association or the Board may initiate negotiations by letter of submission forwarded to the other party by April 1 of the year in which this contract expires. The parties shall meet within ten (10) calendar days of such request to present negotiation proposals, unless the parties mutually agree to meet at a later date.

B. All negotiations sessions shall be closed to the public and media and conducted during times mutually agreed upon by the respective parties.

C. Each negotiating team shall consist of no more than five (5) persons**,** exclusive of the Board's counsel and the OEA Labor Relations Consultant. Each team may have up to

two (2) additional persons as observers or consultants at the table from time to time. The composition of the team shall be in the sole discretion of the respective parties; however, once selected, no substitutes will be permitted without the agreement of the other party. Consultants used by either party shall be paid by the party using them.

D. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and reach tentative agreement.

E. As negotiation items receive tentative agreement by the parties, each item shall be reduced to writing and initialed by the representatives of each party.

F. Upon reaching tentative agreement upon the contract, said contract shall be presented to the Association for ratification within ten (10) weekdays. Upon ratification by the Association, the contract shall be presented to the Board for adoption within ten (10) weekdays.

G. Impasse may be declared by either party no sooner than forty-five (45) calendar days after the initial bargaining session. Upon declaration of impasse a request shall be made to the Federal Mediation and Conciliation Service (FMCS) to provide a mediator. When started, mediation shall continue until tentative agreement is reached on all unresolved items with mediation sessions being held at the direction of the mediator.

H. In the event the parties are unable to reach agreement by the end of May of the year in which this Agreement expires, negotiations shall be suspended until a mutually agreeable date in June prior to the expiration of this Agreement and negotiations shall resume on that date. Thereafter, all of the terms in each article of this Agreement shall remain in effect until the expiration of this Agreement or while the parties mutually agree to continue the negotiations process.

III. GRIEVANCE PROCEDURE

A. DEFINITIONS

1. "Administration" shall mean those excluded from the bargaining unit as identified in Article I, Section A.

2. "Grievance" shall mean a claim by an Employee(s) or the Orange Teachers Association that there has been a violation, misinterpretation or misapplication of this Contract between the Association and the Board. If any grievance arises, there shall be no stoppage or suspension of work, for it is intended that it shall be submitted to this Grievance Procedure.

3. "Grievant" shall mean the Employee(s) or the Orange Teachers Association initiating a grievance.

4. "Immediate Supervisor" shall mean that administrator having immediate supervisory responsibility over the grievant.

B. RIGHTS OF THE GRIEVANT AND THE ASSOCIATION

1. A grievant may at his/her sole discretion be accompanied at all steps of the grievance by OTA representation.

2. The purpose of these procedures is to secure, at the lowest level administrator having authority to resolve the grievance, equitable solutions to grievances. All parties agree that grievances will be kept as confidential as is appropriate and processed as expeditiously as possible.

3. If the grievance involves more than one work location or a group or class of Employees and the immediate supervisor is without authority to grant the relief sought, or if the grievance arises from the action or inaction of an administrator above the level of the immediate supervisor, the grievance may be filed initially with the Superintendent at Step III of the grievance procedure, with concurrent written notice of such filing provided to the immediate supervisor. In such instances, Steps I and II may be waived by either party.

C. TIME LIMITS

1. The number of days indicated at each step in the procedure shall be the maximum.

2. If the grievant does not present a grievance within twenty (20) workdays of the occurrence of the act or conditions on which the grievance is based, or within twenty (20) workdays of the date on which the grievant reasonably could have known of the event(s) giving rise to the grievance, then the grievance shall be considered waived.

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

4. Failure at any step of these procedures to communicate the decision on a grievance within the specified time limits shall automatically entitle the grievant to proceed to the next level.

5. Every effort will be made to process grievances to a satisfactory conclusion by the end of a school year.

6. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, but not during the workday unless the parties otherwise agree.

7. The time limits set forth in Steps I through III of this grievance procedure may be extended by mutual agreement.

D. GRIEVANCE PROCEDURE

1. STEP I

A grievance, except as indicated above in B.3. shall first be pursued by submitting a completed Grievance Report Form, Step I to the principal or immediate supervisor (with a copy to the Association and Director of Human Resources) in an attempt to resolve the problem. Within five (5) workdays of the receipt of the Grievance Report Form, the immediate supervisor or principal shall meet with the grievant. Within five (5) workdays of the meeting the immediate supervisor or

principal shall provide a written disposition of the grievance on the Grievance Disposition Form to the Grievant with a copy to the Association and Director of Human Resources.

2. STEP II

If the grievance is not resolved within five (5) workdays of the Step I claim, it may be pursued further by submitting a completed Grievance Report Form, Step II, in duplicate. Copies of this form shall be submitted by the grievant to the Director of Human Resources and the Association President. Within five (5) workdays of the receipt of the Grievance Report Form, the Director of Human Resources shall meet with the grievant. The Director of Human Resources shall write a disposition of the grievance within five (5) workdays after said meeting by completing Step II of the Grievance Disposition Form and returning a copy to the grievant, and the Association.

3. STEP III

If the grievant is not satisfied with the disposition of the grievance in Step II, the grievant shall, within five (5) workdays of such disposition, complete Grievance Report Form, Step III, and submit same to the Superintendent or his/her designee and the Association President, who shall within ten (10) workdays meet with the grievant. Within ten (10) workdays of this meeting, the Superintendent or his/her designee shall write his/her disposition of the grievance, by completing his/her portion of the Grievance Disposition Form, forwarding a copy to the grievant, the Association, and the Director of Human Resources.

4. STEP IV

If the grievant is not satisfied with the disposition of the grievance at Step III, the Association President may request a hearing before an arbitrator by completing Grievance Report Form, Step IV. The grievant's request for arbitration shall be made within five (5) workdays following either the receipt of the disposition of grievance or the lapse of twenty-five (25) workdays following grievant's submission of the Grievance Report Form to the Superintendent under Step III, w0hichever occurs first. The parties may first attempt to agree upon an arbitrator to hear the grievance. If the parties are unable to agree within five (5) workdays from the date of the Superintendent's receipt of notice of intent to submit the grievance to arbitration, Association President shall then request the American Arbitration Association to administer the proceedings under the voluntary rules of that Association.

5. The decision of the Arbitrator shall be binding on all of the parties to this contract and to the grievance.

6. Once the Arbitrator has been selected, he/she shall conduct a hearing on the grievance in accordance with the rules and regulations of AAA.

7. The Arbitrator shall hold the necessary hearing promptly and issue the decisions within such time as may be agreed upon.

8. The Arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from, or modify

the language therein in arriving at his/her decisions concerning any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to decide any other issue(s) not so submitted to him/her or to submit observations or declaration of opinion which are not directly essential in reaching his/her decision.

9. The Arbitrator shall not interfere with management prerogatives as set forth in the Ohio Revised Code or this Agreement between the Orange Board of Education and the OTA.

10. The costs for arbitration shall be paid equally by the Association and the Board.

11. The cost of a stenographer will be paid by the party ordering a transcript of the hearing. If both parties order a transcript, the cost shall be paid equally.

E. MISCELLANEOUS

1. Nothing contained in this procedure shall be construed as limiting the individual right of the Employee having a complaint or problem to discuss the matter informally with Employees of the administration through normal channels of communication.

2. All written and printed matter dealing with the processing of a grievance shall be confidential and shall be filed separately from personnel files.

3. If an Employee's presence is required as a witness at any grievance meeting described in this Article he/she shall be made available for such meeting without loss of pay or leave. Nothing in this provision requires that grievance meetings be held during the regular instructional day. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limit shall be extended to such time that such person(s) can be present.

4. The fact that an alleged contract violation has occurred in the past and which violation or alleged violation was not subject to the grievance procedure shall not be deemed to create a waiver of any right which might be asserted by the OTA or an Employee.

5. There shall be no reprisal taken against an individual Employee, the OTA, or any of its officers as a result of the filing of a grievance.

6. Grievance Report Form No. 1000 -- see Forms section at end of this agreement.

IV. BOARD OF EDUCATION RIGHTS

A. Except as otherwise specified in this Agreement, the Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, including but without limiting the generality of the foregoing all of the rights identified in the Ohio Revised Code. These include:

1. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public

employer, standards of service, its overall budget, utilization of technology, and organizational structure;

2. Direct, supervise, evaluate or hire Employees;

3. Maintain and improve the efficiency and effectiveness of governmental operations;

4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain Employees;

6. Determine the adequacy of the workforce;

7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the workforce;

9. Take action to carry out the mission of the public employer as a governmental unit.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by:

10. the specific and express terms of this contract and

11. the Ohio Statutes; and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the rules and regulations promulgated by the Ohio State Board of Education and the Constitution and laws of the United States.

V. ASSOCIATION RIGHTS

The Orange Teachers Association, acting as the duly recognized sole and exclusive bargaining agent, hereby retains and reserves unto itself all rights and responsibilities granted it by the laws and the Constitution of the State of Ohio and of the United States, including but not limited to all of the rights identified in the Ohio Revised Code. The Association's rights include:

A. The right to engage in concerted activities for the purpose of collective bargaining or other mutual aid and protection.

B. The right to represent all Employees of the bargaining unit.

C. The right to bargain collectively with the Board to determine wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the collective bargaining agreements, and enter into collective bargaining agreements.

D. The right to present grievances and assist Employees to present grievances and have them adjusted, and have the opportunity to be present at the adjustment of grievances for all Employees of the bargaining unit.

E. The right to engage in a lawful strike within the limitations of the Ohio Revised Code.

F. The right to have at least one Association Employee appointed to each district level committee. In the case of building level meetings or committees the principal shall offer the building representative the option of including an Association Employee in such meetings or committees.

G. The right to use the school buildings at all reasonable hours for meetings, provided arrangements are made with the building principal. When special custodial service is requested the Board may make a reasonable charge.

H. The right to use school mailboxes and/or the District email system for distribution and communication of Association material as well as the use of the bulletin Board in the Employees' lounge of each building.

I. The right to reasonable use of the school telephones, typewriters, and central office copy equipment, computer equipment, e-mail system, network, fax machine to carry out official Association responsibilities provided such does not interfere with teaching responsibilities or the orderly conduct of school business.

J. The right to address new Employees for up to ninety (90) minutes during the orientation days prior to the opening of school. The new hire orientation program shall be developed by administration in collaboration with Association President on areas of mutual concern.

K. The right to address all staff up to thirty (30) minutes at the general meeting opening the school year.

L. Employees who are officers of the unit may leave their building with principal approval to deal with the unit's business as long as that business is restricted to the Orange School campus. Exceptions can be made for the Unit President to leave the campus through the Office of the Superintendent of Schools or his/her designee.

M. The Association, upon prior request, may use five (5) minutes of faculty meetings for Association business. The placement of that five (5) minutes is to be agreed upon with the building principal.

N. In consideration of the legal duty of unit representation and service, the Association President's and Vice President's official workday will be the same as the student day in his/her building. If feasible, the President and Vice President will be scheduled for a planning period at the end of the day.

O. Association Leave. See Article X. G.

P. Bargaining Unit Roster. Upon request, OTA shall be provided a current bargaining unit roster by September 15 and by March 15 of each school year. The roster shall include the Employee's name, building assignment and teaching assignment.

Q. Officer Leave. Upon request of OTA, an Employee elected to a state or national office of an affiliated professional organization will be granted an unpaid leave of absence to serve in such office.

R. Labor-Relations Meetings. The Superintendent, Director of Special Education, Director of Human Resources, Director of Curriculum, all building principals, and OTA representatives shall endeavor to meet monthly (or more or less frequently as agreed to by the parties) at a time convenient to both parties for the purposes of reviewing the implementation of this Agreement and to discuss other matters as they arise. Such meetings upon mutual agreement may be cancelled by either party. School safety shall be on the agenda at each meeting.

S. The appropriate administrator will hold a conference with a unit member for the purpose of discussing any disciplinary problem. This conference may be private, or if the unit member desires, he/she is permitted to have one association representative present.

VI. ASSOCIATION MEETINGS

Recognizing the mutual benefit that accrues to the school system through the cooperative efforts of the Administration and the Orange Teachers Association, the Board of Education establishes the following procedures regarding meetings and communications.

A. At the beginning of each school year, the Orange Teachers Association working with the Superintendent or his designee may establish a regular Association meeting time on a designated day once each month. The predetermined day of the month shall be selected and remain constant through that school year. The time of the meeting shall be 3:30 p.m. or in the case of an individual building 10 minutes following the dismissal of the students (if in the a.m., the meeting must conclude 15 minutes prior to the start of the formal student day).

B. An officer of the Orange Teachers Association or committee chairman (OTA) may visit a school building for OTA business during the normal teaching day provided such visits occur during the officer's/committee chairman's planning or other unassigned time and notification of such visit is provided to the building principal(s). If the visits are before or after working hours, notification is not necessary.

VII. ASSOCIATION DUES

A. DUES DEDUCTION

1. The Board will deduct dues from each Employee's pay provided that the Employee authorizes such deductions in writing on the Ohio Education Association membership receipt forms. Dues deduction authorization shall remain in full force and effect from year to year. By October 1 t, the Association will supply the Treasurer with information for the current year's dues deductions, including Employees' names, building assignments, and the total amount to be deducted from each Employee's pay. There will be eighteen (18) equal deductions, starting with the first paycheck in October. The Board's obligation under this article shall cease in regard to any Employee who ceases to earn pay or who leaves the Board's employment.

2. The dues deducted shall be transmitted via electronic transfer to an account designated by the Association by the Board Treasurer each pay, with the names of Employees having deductions. In the event the dues are not able to be transmitted electronically,

OEA/OTA shall notify the Office of the Treasurer and, within two (2) business days of such notification, either the transmission of the monies will be completed electronically or a hard check will be issued. Dues deductions shall not be provided for any other Employee organization representing Employees except the Association and its affiliates and affiliated organizations. The Association agrees to indemnify and hold the Board harmless against any and all claims that arise out of or are in any way related to the deduction of dues pursuant to this Article.

3. Association membership is annual with the membership year being September 1 through August 31.

   a. Any individual who wishes to cancel their membership must notify the Association President and Board Treasurer in writing beginning August 1 but no later than August 31. In order to cancel membership, the Employee must send written notification to the Board Treasurer and Association President no later than August 31. The Treasurer shall furnish the Association with a list of cancellations each September 15.

4. In the event an Employee severs employment or takes an unpaid leave with the District, the balance of the dues owed to OTA for that year shall be deducted from the Employee's last paycheck of that year.

B. Teacher Professional Organization

Officers of the Association shall be paid a stipend by the Board. The Association President shall make the identities of the officers and the amounts of their stipends known to the Treasurer by October 15. The Board shall pay out the stipends in the November 15 paycheck. The Association
shall reimburse the Board the cost of the stipends, state, federal, and local taxes, and any applicable retirement costs payable to the STRS by December 15. If a state level appointment is made, this section shall be applied in accordance with the established guidelines set by the state organization.

VIII. PERFORMANCE OF EMPLOYEES

A. JOB DESCRIPTION

1. A current job description shall be provided to each certified employee no later than the first workday of the contract year and shall be on file in the Human Resource Office. Job descriptions for supplemental positions shall be available in the Human Resource Office and shall be included with the supplemental job posting. Each job description shall contain, but not be limited to, the following job-related responsibilities:

   1. Curriculum & Instruction
   2. Pupil Management
   3. Pupil Planning
   4. Pupil Assessment
   5. Classroom Environment
   6. Staff Relationship
   7. Communications
   8. Professional Responsibilities
   9. Specific Job Responsibilities

2. No later than June 30, 2024, job descriptions for all employees and all supplemental contract positions shall be established.

B. EXPECTATIONS OF EMPLOYEES

1. Employees should have well defined, written goals for instruction arising from and consistent with the applicable course of study. The goals should be fulfilled, as much as possible, through a carefully designed instructional approach. All Employees should develop methods of evaluating their progress.

2. All formal instruction will be based on graded courses of study for the various subject areas. These courses of study are to serve as a framework from which an Employee will develop units of study, individual lesson plans, and approaches to instruction which will serve the students' individual needs at a particular time. These shall be used to map the logical sequence of instruction. If requested by the building principal, an Employee shall provide the building principal with copies of requested lesson plans. If an Employee is or expects to be absent, the Employee shall provide the substitute teacher with lesson plans for all classes the Employee will miss.

3. All courses of study shall have objectives that are consistent with state standards and the philosophy of education of the district and allow for the application of a variety of methods and techniques consistent with the instructional program. All Employees who are assigned to work with students in grades Pre-K through 12 shall be provided with the most recently revised course of study, which may include the most recent draft revision. Employees will have electronic access to the course of study when same is available.

4. It is the responsibility of each Employee to use only approved courses of study. The supervisors, principals, department heads, and subject specialists shall assist new and experienced Employees in implementing courses of study. In all cases sufficient latitude shall be permitted to provide the Employee with time to teach the current, topical and incidental materials which add to student motivation and meaningful teaching and learning.

5. Employees will give their full attention to their school duties with active participation in the overall program of the school system.

6. A reasonable amount of professional involvement beyond the regular assignment of responsibilities is expected in any teaching position.

7. Some activities do require special training and/or more than a reasonable amount of time. In such cases a supplemental contract is issued which includes such assignments on a yearly basis, and extra compensation is arranged. Every effort will be made to see that first year Employees are given suitable assignments for a beginning Employee.

8. All newly-hired Employees shall maintain in current and valid status all areas of certification or licensure that the Employee possessed at the time s/he is hired. All other Employees shall maintain in current and valid status all areas of certification or licensure the Employee possessed as of July 1, 2015. If an Employee is assigned to teach in a licensure area in which the Employee has not taught in ten or more years, the Board shall provide the Employee with professional development as recommended by the Employee and his/her administrator, and approved by the LPDC as within the operating budget for PD.

9. Employees may not be assigned to perform custodial duties, maintenance, cleaning or other work not consistent with their professional assignments. Employees would be responsible for classroom pets, plants, and other personal items.

10. Participation in committees and activities, within the school day, shall be voluntary and secured through signup sheets specifying the committee's title and function.

11. Each Employee of the bargaining unit will attend a minimum of four campus/community-sponsored events per school year. Open House will be one of the four events. Events may include concerts, plays, sporting events, graduation, campus events, building events, etc.

12. The use of classrooms before and after the student day but still during the Employee workday is determined by an agreement of the Principal and the Employee who normally has that classroom assigned to him/her. Outside of the scheduled workday, an Employee may work at his/her desk in the classroom while non-school activities are in progress.

C. RESPONSIBILITIES WITHIN BUILDING

1. All Employees of the instructional staff assigned to a given building are directly responsible to the principal of that building. All Employees of the supervisory staff who work with Employees or pupils of a building do so in cooperation with the principal of that building.
2. All faculty Employees are subject to homeroom and/or classroom assignments and when so assigned shall handle all details of records, attendance, social activities, supervision, and other matters related to the assignment.

3. A detailed description of extra duties and responsibilities will be furnished to each appointee at the time the assignment is made.

4. Employees not assigned to homerooms or classrooms may instead be assigned other appropriate responsibilities.

5. Employees have a reasonable responsibility for all school property and equipment.

6. Employees shall complete all necessary school reports and records.

7. Employees shall participate in all appropriate parent-teacher conferences.

8. Employees have a reasonable responsibility for the supervision of students in all areas of the school buildings or the school property. Extreme deviations in the conduct of students and/or others must be reported immediately to the building principal or other appropriate authority.

9. Employees shall attend all faculty meetings or conferences called by department heads or administrators before, during, or after school unless excused by the person calling the meeting or conference prior to the time of the meeting or conference. If the person calling the meeting or conference has not issued an excuse, it is understood that the Employees' meeting or conference takes precedence over any extracurricular duty the Employee may have had and that

the Employee must make necessary arrangements. It is also understood that no meeting will be called unless there is time to make these arrangements.

10. Employees involved in regularly scheduled extracurricular activities may receive an excuse from meetings covering the term of this activity. There may be exceptions when all Employees must attend, prior notice having been given. The excused Employee has the responsibility of obtaining a summary of the meeting from the chairperson of the meeting. The administrator or department head responsible for a meeting shall provide a summary for Employees excused due to assignment elsewhere under their teaching contracts.

11. With respect to practice and rehearsal sessions coordinated with staff meetings, no practice or rehearsal sessions of any kind may be scheduled at the time of any staff meeting unless special permission has been given by the person calling the meeting.

D. RESPONSIBILITIES TO STUDENTS

1. Employees are responsible for the nurture and development of each student placed in their care. Wherever possible the student's individual attributes should be taken into consideration in setting goals and expectations for him/her by Employees and the administration.

2. Pupils are the direct responsibility of the classroom and homeroom Employees to whom they are assigned. Pupils may be referred to different Employees or the administration or staff. When this is done, other Employees of the staff will work directly with pupils in cooperation with classroom Employees.

3. Employees will give every reasonable assistance to the pupils in their studies when needed because of excused absence.

4. Employees are responsible for their daily assignment except when relieved by a substitute.

E. PROFESSIONAL GROWTH/CONTINUOUS IMPROVEMENT

1. The District and Association share a commitment to a continuous improvement process, one best achieved through collaborative efforts and one designed to ensure that students of the Orange City School District are receiving a constantly improving quality of instructional services.

2. Recognizing the vital role Employees play in the lives of children through personal influence from continued daily contact in addition to the conventional teaching responsibilities, the Orange Board of Education hopes to create an atmosphere where professional standards are high and professional growth continuous. Consequently, a program to encourage professional development has been instituted. Education is a constantly changing and growing science and often through returning to formal education by university study and other informal educational experiences an Employee can better keep pace. Participation in any or all of these areas is encouraged.

3. In the spirit of professional growth, each Employee is urged to take an active part in professional meetings in his/her field or level of teaching, to cooperate in workshops, and to read and study in his own field and area. The Superintendent is authorized to grant permission for attendance at professional meetings, visits to other schools, and attendance at other in- service activities and is further authorized to allow travel expenses for such visitations (see Ohio Revised Code).

4. Travel Authorization Request Form No. 3000 — see Forms section at end of this agreement.

IX. TEACHER EVALUATIONS

The following Agreement between the Orange Teachers Association and the Orange Board of Education shall be in compliance with ORC, except where ORC allows the parties to agree to provisions not consistent with ORC.

A. DEFINITIONS

1. Evaluation System: The Ohio Teacher Evaluation System required by Ohio Rev. Code § 3319.111 and § 3319.112 and outlined in the OTES 2.0 Framework and the Ohio School Counselors Evaluation System, both of which utilize the Ohio Evaluation System (OES) to report aggregate, summative educator evaluation ratings to the Ohio Department of Education.

2. Evaluation Cycle: The period from the establishment of a Professional Growth Plan or Improvement Plan through the issuance of a Final Holistic Rating, in the year in which an evaluation rating is required by this contract or Ohio Rev. Code.

3. Full Evaluation Cycle: Includes completion of a Professional Growth Plan or Improvement Plan, one Formal Holistic Observation Cycle, and one Formal Focused Observation Cycle. The PGP requires at least one conference to discuss the progress on goals.

4. Off-Cycle Evaluation: Includes completion of a Professional Growth Plan, one walkthrough/informal observation, and at least one PGP conference to discuss the progress on goals.

5. Professional Growth Plan: A written plan, self-directed or jointly developed between the educator and evaluator, designed for the sole purpose of continued educator growth focused on areas identified in the educator's evaluation.

6. Formal Holistic Observation Cycle: This cycle includes the pre-conference, the holistic observation, the post-conference, and a walkthrough/informal observation.

7. Formal Focused Observation Cycle: This cycle includes the pre-conference, the focused observation, the post-conference, and a walkthrough/informal observation.

8. Walkthrough/Informal Observation: An observation of less than thirty (30) minutes, which may be unannounced, with feedback provided in OES within five (5) workdays.

9. Evidence: Information collected by the evaluator and/or information provided to the evaluator by the educator, to support and inform the Final Holistic Rating. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

10. Final Holistic (Overall) Rating: The rating assigned to an educator based on the holistic review of all evidence collected during the Full Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The rating shall be holistic and not based on any one domain or single piece of evidence. The key point is that an evaluator should not consider one performance area in isolation but should analyze it in relation to all other areas of performance. It is important for the evaluator to consider the preponderance of evidence collected throughout the evaluation cycle to assist in the determination of the Final Holistic (Overall) Rating.

11. High Quality Student Data (HQSD): Quantitative information, derived from instrument(s) rigorously reviewed and approved by the HQSD Committee, which provides evidence of student learning that can be directly attributed to the educator being evaluated.

12. Resources: All monetary, time, material and human (mentors/coaches) resources provided to a teacher on an Improvement Plan.

B. EVALUATION PHILOSOPHY

1. The Board and the Orange Teachers Association value the importance of promoting educator professional growth that leads to improved instructional performance and student learning. The evaluation systems referenced in this Article are based on a professional growth model and are intended to be used to continually assist educators in enhancing their performance. An effective professional growth model considers an educator's instructional strength while supporting identified areas for improvement according to the profile of each educator. The process is to be collaborative, ongoing and supportive of the professional growth of the educator and shall:

    a. serve as a tool to advance the professional learning and practice of educators individually and collectively in the school District;

    b. inform instruction;

    c. and assist educators and administrators in identifying, implementing, and supporting best educational practices in order to provide the greatest opportunity for student learning and growth.

C. WHO WILL BE EVALUATED

1. All educators on a limited contract, shall be fully evaluated each year using the evaluation systems outlined in this Article (IX).

2. The following educators shall not be evaluated:

    a. educators hired to fill a vacancy due to retirement, resignation, re-assignment, or leave of absence for less than a full school year;

    b. educators who submit a letter of resignation or retirement that is approved by the BOE by December 1st of the current school year; and,

    c. educators who are on an approved leave of absence for more than 50% of the observation cycle.

        i. If mutually agreed upon by the educator and the evaluator, the educator can be fully evaluated upon his/her return. The educator must still complete the Professional Growth Plan.

3. Educators listed below shall be evaluated using the Performance Evaluation Rubrics (see Appendix) in their area of licensure or specialty and their evaluation forms and evidence will be kept on file in the Central Office as they cannot be entered into OES

    a. media specialists, school speech and language pathologists, school psychologists, school nurses, occupational therapists, and physical therapists; and,

    b. licensed/certified staff members assigned to work with students less than fifty percent (50%) of the time.

4. All school counselors shall be evaluated using the Ohio School Counselor Evaluation System (OSCES) and their evaluation evidence and data will be entered into OES.

5. Any educator on a continuing contract who receives an evaluation rating of "accomplished" shall not participate in another full evaluation cycle until the third school year following the rating, unless it is determined, in writing and through the preponderance of evidence available to the evaluator, that the educator is not making progress on their professional growth plan or in specific areas identified during an informal observation.

6. Any educator on a continuing contract who receives an evaluation rating of "skilled" shall not participate in another full evaluation cycle until the second school year following the rating unless it is determined, in writing and through the preponderance of evidence available to the evaluator, that the educator is not making progress on their professional growth plan or in specific areas identified during an informal observation.

D. EVALUATORS

1. Evaluators shall be non-bargaining unit members of the Orange City Schools and must:

    a. be employed by the Orange City Schools under a contract pursuant to ORC Section 3319.01 or 3319.02;

b. hold at least one (1) certificate/license named under Division (E), (F), (H), (J), or (L) of ORC Section 3319.22;

c. be credentialed at the time of any walkthrough, observation, or evaluation; and,

d. have completed a state-sponsored OTES 2.0 training.

2. Upon request, OTA will be provided with a list of OTES 2.0 credentialed evaluators as of the date of the request.

E. EVALUATION INSTRUMENT AND PROCEDURES

1. Training on the use of the applicable evaluation systems shall be provided to all educators to ensure the understanding of the expectations and processes of the evaluation instrument.

2. No later than September 15, or in the case of a new educator, no later than thirty (30) calendar days after initial employment with the district, the employer shall provide training that ensures awareness of and an understanding of all processes, procedures, tools, and forms used in the applicable evaluation systems.

3. Assignment of Evaluators

   a. No later than September 15 of each year, or in the case of a new educator, within thirty (30) calendar days of the first workday, each educator being evaluated shall be notified in writing of the name and position of their observers and evaluators. If the observers and evaluators need to be changed, educators will be notified in writing.

4. Criteria for Evaluation

   a. An educator shall be evaluated using the applicable evaluation system and the criteria set forth below:

      i. All final holistic evaluation ratings shall be based on documented formal observations, walkthrough/informal observations, and pre/post conference evidence.

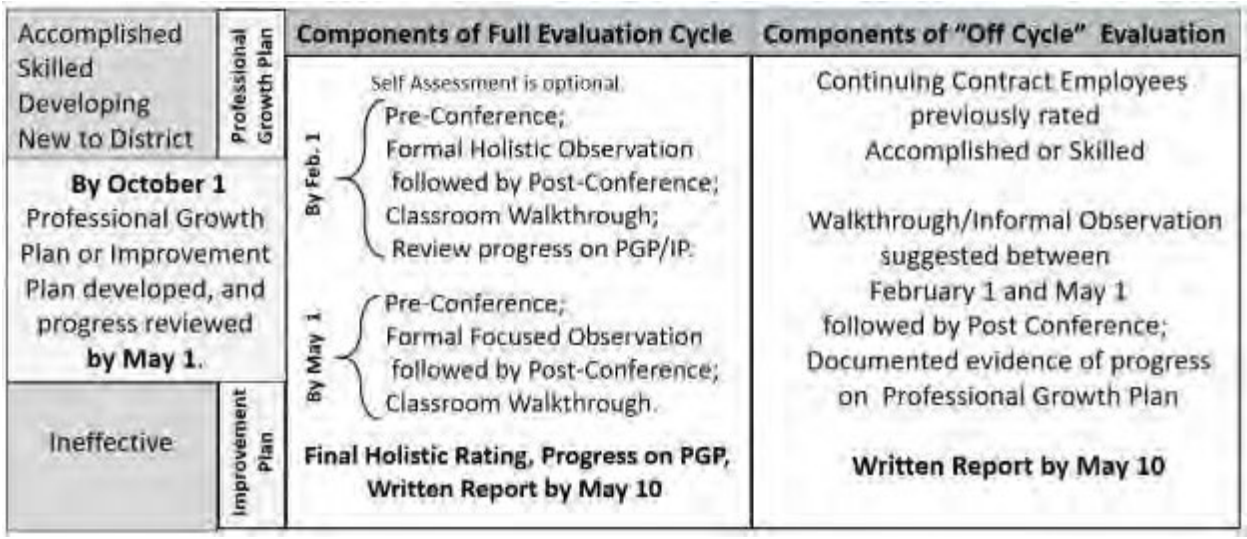
      ii. Peer, student, and parent surveys of an educator's performance cannot be used to gain evidence in the evaluation system.

      iii. Electronic monitoring or recording (audio or video) devices cannot be used without the written consent of the educator.

5. Timeline of Evaluation Cycle

   a. The evaluation cycle shall be completed no later than May 1 and the educator shall receive the final written report of the cycle, including the

assigned evaluation rating, not later than May 10, according to the chart below.



6. Professional Growth Plan

a. All educators are encouraged to complete the Self-Assessment and are required, no later than October 1, to complete the Professional Growth Plan or an Improvement Plan as determined by their last evaluation.

b. Educators whose evaluation rating is "accomplished" shall develop a self-directed plan for continuing professional growth and may choose the evaluator for their next evaluation cycle as set forth in this agreement.

c. Educators whose evaluation rating is "skilled" shall develop a professional growth plan collaboratively with his/her evaluator and shall have input on the selection of the evaluator for their next evaluation cycle as set forth in this agreement.

d. Educators whose evaluation rating is "developing" shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

e. Educators whose evaluation rating is "ineffective" shall develop a professional improvement plan with their assigned evaluator, pursuant to the terms of this agreement.

f. The Board may provide professional development, mentoring/coaching, the allocation of financial resources to accelerate educator growth and improvement.

g. A Professional Growth Plan will have no more than two (2) achievable goals per Evaluation Cycle.

h. Educators who are completing the Off-Cycle Evaluation shall have a conference with their evaluator to discuss progress on their Professional Growth Plan by May 1.

7. Formal Holistic Observations and Formal Focused Observations

a. The educator and evaluator will mutually agree on a date, time, and class in which each formal observation will occur.

b. Each formal observation shall consist of a minimum of thirty (30) minutes of classroom visitation.

c. Dates for observations and conferences may be changed if mutually agreed upon by the evaluator and the educator in writing and documented in the educator's evaluation portfolio.

d. Following each observation, a rating shall be provided to the educator based on the evidence collected to date.

e. In any year in which an educator who will not be fully evaluated as a result of having previously received a rating of "accomplished" or "skilled", a credentialed evaluator shall complete the off-cycle evaluation by May 1.

f. All other educators shall be fully observed twice during the school year. The formal holistic observation cycle shall be completed by February 1 and the formal focused observation cycle shall be completed by May 1.

8. Pre-conferences and Post-conferences

a. Each formal observation shall include a pre-conference. The date of the pre-conference should be scheduled after the date of the formal observation has been scheduled. Educators will be given at least 48- hour notice in order to prepare for the pre-conference. Dates for observations and conferences may be changed if mutually agreed upon by the evaluator and the educator in writing and documented in the educator's evaluation portfolio.

b. All pre-conferences and post-conferences will be face to face barring emergency situations.

c. At the pre-conference, the evaluator and educator may discuss the following:

i. Date of lesson;

ii. Lesson or unit objective(s);

iii. Prior learning experiences of the students;

iv. Characteristics of the learners and learning environment;

v. Instructional strategies the educator will use to meet the lesson objective(s);

vi. Student activities and materials;

vii. Differentiation based on students' needs; and

viii. Assessment data to be collected to demonstrate student learning, such as the use of high-quality student data

d. A post-conference shall occur within ten (10) workdays of the formal observation. During the post-conference conversation, the evaluator and educator shall:

i. review the conference process

ii. share reflections of the lesson

iii. provide evidence collected during the observation and rating connected to the rubric

iv. identify and/or review the focus area(s)

v. share resources and supports

e. A rating shall be provided to the educator at the post-conference following each observation based on the evidence collected to date.

f. Educators shall be allowed to submit further evidence to be considered by the evaluator within three (3) workdays of the post- conference. The educator shall notify the evaluator of the submission of any new evidence.

g. The district will provide the educator access to all completed evaluation system rubrics, forms, and evidence.

9. Walkthroughs/Informal Observations

a. Walkthrough/informal observations are unannounced, but must occur during the educator's contractual workday.

b. Each walkthrough/informal observation shall be less than 30 minutes.

c. At least one walkthrough/informal observation will occur during each observation cycle.

d. Any evidence collected during the walkthrough/informal observation that will be used as evidence on the performance rubric must be placed on the appropriate form in OES.

e. A copy of the completed form must be shared with the educator within five (5) workdays.

10. Completion of Evaluation Cycle

    a. A copy of the completed Final Holistic Rating of Teacher Effectiveness form shall be accessible to the educator via OES at the final post-conference.

    b. All applicable documents and forms shall be signed by the evaluator and the educator in OES using their PINs. The educator's signature shall not be evidence that the educator agrees with the contents of the evaluation report.

    c. Educators shall be allowed to submit further evidence that may allow for a change in the evaluator's final holistic rating to be considered by the evaluator within three (3) workdays of the post-conference. The educator shall notify the evaluator of the submission of any new evidence. The evidence submitted must be entered on the performance rubric and become part of the educator's evaluation portfolio.

F. IMPROVEMENT PLANS

1. If the evaluator rates the educator as "ineffective" in any area, an Improvement Plan must be jointly developed by the evaluator and the educator within ten (10) days of the post-conference or receipt of the walkthrough/informal observation form.

2. A minimum of six (6) work weeks, or up until the May 1 deadline, whichever comes first, will be given to the educator to meet the requirements including target dates and review dates established in the plan.

3. The improvement plan shall include:

    a. Specific, measurable instructional practices to be observed;

    b. Specific, evidence-based resources, and assistance to be provided;

    c. Clearly articulated timelines for the completion of the plan;

    d. Monetary, time, material, and human resources sufficient to realize the expectations set forth in the plan;

    e. Shall utilize the form found in OES.

4. The Improvement Plan shall be aligned to the educator's evaluation and, if applicable, the District's or Building level improvement plan.

5. The Improvement Plan shall not have more than two (2) achievable goals.

6. A reassessment of the educator's performance shall be completed in accordance with the written plan, with opportunities for observation of performance. Should improvement be documented, the normal evaluation cycle resumes. Should deficiencies still exist, the Improvement Plan shall be modified and reinstated.

7. The District may provide or the educator placed on an Improvement Plan may request a mentor.

    a. The mentor shall possess a continuing contract and have a minimum of three (3) consecutive years of teaching experience in the District.

    b. The mentor shall hold a valid teaching certificate/license and may have the same area of certification/license or grade band license.

    c. Each mentor teacher shall receive a stipend as outlined in the supplemental salary schedule.

    d. The activities or performance of a mentor shall not be part of his/her own evaluation.

    e. The mentor shall not have a formal evaluation role. The mentor's role is to support the growth of the educator through formative tools and practices.

    f. A mentor shall not offer or be requested or directed to make any recommendation regarding the continued employment or non- renewal of an educator.

    g. A mentor shall not be requested or directed to divulge any information or documentation from confidential mentor/mentee discussions.

    h. All interaction between the mentor and the educator shall be regarded as confidential. Any violation of this tenet by the mentor shall constitute grounds for immediate removal from the role as mentor and no information provided by the mentor shall be used in the evaluation of the educator.

        i. No data collected through the Ohio Resident Educator or Mentor Program shall be used in the teacher performance evaluation rating or for non-renewal.

G. HQSD COMMITTEE

The Association and Board agree to establish a standing joint HQSD Committee. This committee will establish the policies, procedures, and processes related to HQSD.

1. Authority

    a. All recommendations for changes in the evaluation system made by the HQSD Committee shall be submitted to the Association and the Board for review by June 30 for the following school year.

    b. Recommendations for new processes or tools shall be subject to ratification by the Board and the Association.

    c. In the event of legislative action by the Ohio General Assembly that impacts in any way on this topic, The Association and The Board agree

to reconvene bargaining to determine whether adjustments are appropriate or necessary.

2. Composition

   a. The Committee shall be composed of both members of the Association and the Administration, through mutual agreement, by the Association President and the Superintendent or designee.

3. Operational Procedures

   a. The committee shall be chaired jointly by a committee member appointed by the Association President and a committee member appointed by the Superintendent or designee.

   b. The committee will establish by mutual agreement a meeting calendar and timeline for work completion.

   c. Committee agendas will be developed jointly by the co-chairpersons of the committee.

   d. All decisions of the committee will be achieved by consensus.

   e. At the initial committee meeting, the committee will develop the ground rules by which the committee will operate. These ground rules will be reviewed annually.

   f. At each committee meeting the group will select an individual to act as the recording secretary for that meeting.

   g. Members of the committee may receive release time and/or payment for committee work and training as outlined in Article XIII.G.

H. DEADLINE FOR NON-RENEWAL

1. Educators on a limited contract must be observed three times within a Full Evaluation Cycle in order to be non-renewed at the end of the year, except those educators identified in Section C(b)(i) and Article XII.A.2. deemed to be automatically non-renewed.

2. The third observation shall be a formal holistic observation or a formal focused observation.

3. The Board of Education shall notify any educator being non-renewed or terminated (except for violations of ORC) by June 1st.

I. RIGHT TO REPRESENTATION

An educator shall be entitled to Union representation at any conference held during the evaluation system.

X. PAID LEAVES OF ABSENCE

Requests for the following leaves will be initiated by the Employee, using the District Leave Form (e.g. Aesop): Personal, Sick, Bereavement, Association, Jury Duty, and Professional. Requests for all other leaves per Article X and Article XI will be initiated by submitting a letter to that effect to the Superintendent or Designee, copied to the building principal.

A. PERSONAL LEAVE

1. Subject to the provisions of this Section, maximum of three (3) Personal Leave days per contract year will be granted to Employees for situations of a personal nature. Unused Personal Leave days will be added to the Employees' sick days accumulation.

2. Personal Leave days may be used with no reason given. Personal Leave shall never be used for gainful employment.

3. A personal day shall not be used on the workday preceding or following a school break or holiday, Fridays in May and June, the last Employee workday of the school year or parent-teacher conference days. Requests for exceptions must be emailed to the Superintendent and Director of Human Resources. The approval/denial of the exception must be provided to the member within three (3) workdays of receipt. If approved, the request shall be entered into AESOP.

4. All requests should be filed at least five workdays prior to the requested date of leave. In the event five workdays' notice cannot be provided, the member should contact the Superintendent/designee directly and, every attempt must be made to notify a building administrator/designee.

6. Normally, added Personal Leave is not permissible. An exception may be granted by the Superintendent/Designee for just cause.

B. SICK LEAVE

1. Sick Leave days shall be cumulative without limit.

2. Accumulation of Sick Days: Sick days shall be accumulated at the rate of one and one-fourth (1-1/4) days for each month of service completed, computed on a twelve month basis. Each Employee who has fewer than five (5) days Sick Leave credit shall be advanced up to five days at the beginning of a school year. Sick Leave shall be paid and recognized at full-day, half- day or quarter day increments only.

3. Sick Leave shall be approved in accordance with the Ohio Revised Code. Proof of reason for absence may be required under this provision.

4. Resignation Due to Illness: If it should become necessary for an Employee to resign because of illness, the resignation shall become effective at the conclusion of the balance of his accumulated Sick Leave. Proof of the illness shall be required.

5. Illness in Family: Sick Leave may be used in any school year for care of members of the immediate family who are ill. Immediate family shall be defined as: spouse/partner, children, parents of self or spouse, grandparents of self or spouse, siblings of self or spouse, persons for whom the Employee has primary care responsibility, and any other relative residing in the household.

6. Days Which May be Deducted from Sick Leave Accumulation: Only days which require Employee attendance as shown by the annual school calendar may be deducted from Sick Leave accumulation.

7. Days Which May not be Deducted from Sick Leave Accumulation: Days away from the school for which the Employee has been excused by the Superintendent are not deducted from Sick Leave accumulation.

8. Extended Illness: During periods of extended illness the Superintendent shall be notified in writing of the nature of the illness and an estimated date of resumption of duties. If the estimated date of return changes, the Superintendent shall be notified.

9. An Employee may request a sick leave donation by contacting the OTA president. An Employee may donate accumulated sick days to another Employee who has run out of sick days subject to the following limitations:

    a. No Employee is permitted to donate more than five days for any particular request.

    b. No Employee is permitted to receive more than sixty days for any particular request.

    c. Donated sick days are only permitted for a) Catastrophic Illness or injury to the Employee, b) to care for a spouse, child, or parent or a person in the Employee's household with a Catastrophic Illness or Injury, or c) to permit an Employee enough time to reach the sick day limits for pregnancy and childbirth under Article X, Section D. "Catastrophic Illness or Injury" has the same meaning as a serious health condition as used in FMLA, as the definition of that term might be amended from time to time.

    d. Donated sick leave days shall not be used for any purpose that does not otherwise qualify for use of a sick leave day.

    e. An Employee who uses sixty donated days may make a request for an additional sixty donated days. The Superintendent has full discretion as to whether to approve the additional days.

    f. Form No. 9200b -- See Forms section at end of this agreement.

C. BEREAVEMENT LEAVE

Subject to submission of appropriate documentation five (5) days annually shall be available to an Employee for the death of family or friend after which the Employee may draw from Sick Leave.

D. PREGNANCY/MATERNITY LEAVE

1. An Employee requesting leave for pregnancy or an Employee requesting leave following delivery of her child must satisfy the procedural prerequisites established by the Ohio Revised Code. In addition, the Employee must file a written request for leave as far in advance as possible for the anticipated beginning of the leave, and such request must indicate:

    a. The date on which the Employee wishes to begin leave;

    b. The date to which the Employee wishes the leave to extend;

    c. The type of leave which the Employee wishes to take; and

2. Upon returning, within their contract period, the Employee may be reassigned to a position for which he/she is certified/licensed.

3. Any combination of the following shall be available to a pregnant Employee or an Employee following delivery of her child:

    a. Sick Leave (Article X, Section B) on the same terms that Sick Leave is available for any other disability.

    b. If a pregnant Employee or an Employee following delivery of her child wishes to be absent from work for a period of time longer than the period of actual physical disability, a limited contract Employee may request Extended Leave of Absence (Article XI Section A1(a) and (b)) for an appropriate period of time that may be available within her contract period and a continuing contract Employee may request up to and including the balance of the school year and the following school year.

    c. Medical Leave of Absence (pursuant to Article XI Section B) on the same terms available to an Employee with any other long-term illness or physical disability.

4. FMLA shall be calculated as follows:

    a. FMLA provides leave from 60 workdays from the date of birth. Non-workdays will not be subtracted from FMLA.

    b. The first 6 weeks following the vaginal birth or 8 weeks following the c-section birth shall be considered sick leave. During this period, sick days from the Employee's sick day balance may be utilized.

    c. The remainder of FMLA following this sick leave period shall be calculated as unpaid leave.

E. PARTNER'S LEAVE

The non-birth parent is entitled to ten (10) days of sick leave either to begin upon the birth parent’s delivery or hospital release or immediately subsequent to the birth parent's paid leave.

F. ADOPTION/FOSTERING LEAVE

1. Upon placement of an adoptive/foster child or within 10 calendar days prior to the start of, the Employee school year, an employee is eligible for up to ten (10) days of sick leave.

2. In addition to the available sick leave for adoption/fostering in Paragraph F(1), an Employee may elect to request either paid Sick Leave (Article X, Section B) or Medical Leave pursuant to (Article XI, Section B).

3. If an Employee adopting/fostering a child wishes to be absent from work for a period of time longer than the Sick Leave, a limited contract Employee may request Extended Leave of Absence pursuant to Article XI, Section A(1) and (b) below for an appropriate period of time that may be available within his/her contract period and a continuing contract Employee may request up to and including the balance of the school year and the following school year.

G. ASSOCIATION LEAVE

Absence of an Employee when occasioned by attendance at an Employee organization meeting or convention shall be permitted without loss of pay or deduction of personal or Sick Leave time. During any school year, a total of ten (10) days of Association leave shall be made available, with additional days possible by agreement of the Superintendent. Such leave shall not exceed more than five (5) consecutive workdays per meeting or convention. Only the OTA president may request use of an Association leave day on his/her own behalf or on behalf of another Employee. Such notice of the intent to use an Association leave day shall be provided through the electronic system at least three (3) workdays in advance of the intended absence, except in the case of an emergency.

H. EXCHANGE TEACHING LEAVE

1. Upon the recommendation of the Superintendent, the Board may approve an Employee exchange program. When an Employee is to participate in such a program, the following items shall be in effect:

    a. Any such request shall be judged by the Superintendent upon its merits, namely what benefits to the students of Orange Schools may be derived through such an exchange.

    b. The number of exchanges shall be limited to not more than three in any one year, and these shall be equally divided among the instructional divisions.

    c. The plans as formulated by the Office of the United States Commissioner of Education where such exchange Employee remains under control of the home district in the matter of pay, tenure, and other related consideration shall be in full effect in this district.

    d. Leave for exchange shall be for one year only and for not more than once in any five-year period.

e. The Employee coming to Orange shall speak English and may be a citizen of any country maintaining satisfactory diplomatic relations with our government.

f. Any Employee, upon completion of an exchange of teaching assignment, shall agree to return to the service of the Board and to continue such service for a period of at least two years.

g. The Board desires advance information concerning applications for participation in this program.

I. JURY DUTYCOURT INVESTIGATORY LEAVE

1. An Employee who is absent for jury duty or to serve as a witness under subpoena in litigation in which neither the Employee nor a member of his/her immediate family is a party shall be granted leave without loss of pay or other leave for such service.

2. The Employee shall not be required to remit to the Board any fee, expense or other compensation received for such services as a juror or witness.

3. The Employee shall be required to submit to the Board a copy of the jury summons or subpoena as verification of the leave.

4. An Employee who participates on non-working days or non-working hours on behalf of the Board in school-related litigation or investigation shall be compensated at their respective per diem rate for each day or pro-rated per diem rate for each hour or part there of such service.

J. SABBATICAL LEAVE

1. Employees may be granted a leave of absence for professional development.

2. Application must be made by March 1 before the year of the requested leave. An applicant must have completed a minimum of six (6) years of service in the Orange Schools immediately preceding the sabbatical leave. Applicants for a first sabbatical will have priority over those who have taken such leave previously. Qualified applicants will be granted leave in order of seniority. Applicants will be notified of Superintendent's recommendation for requested leave by April 20 before the year of the requested leave. Upon Superintendent's recommendation, the Board may grant leaves (no more than three per school year).

3. Compensation from the Board shall be the difference between the lowest salary paid that year to an Employee and the expected salary of the Employee on leave.

4. While on sabbatical leave, an Employee shall retain all rights of seniority, tenure, retirement, insurance, benefits and salary schedule advancement. The Board and Employee shall each pay their normal amount toward retirement, insurance and benefits. At the end of the leave, the grantee shall be assigned to a position in the Orange Schools for which he/she is certified and which is comparable to the position held immediately prior to the leave.

5. A sabbatical leave plan, progress report and evaluation must be filed with the Superintendent.

K. ASSAULT LEAVE

1. A member who is assaulted as a result of job-related activities shall immediately be provided release upon request from their duties to seek medical attention. Any medical costs incurred due to any injuries will first be submitted through workers compensation, if a claim is filed. Any bill rejected by workers compensation as not being related to the workplace injuries, may be submitted to the District's health insurance.

2. If, as a result of job-related activities, an Employee is assaulted, resulting in physical injury to preclude the satisfactory performance of regular duties, the Employee shall be granted Assault Leave.

3. Such leave shall be separate from Sick Leave or Personal Leave for a period of incapacitation.

4. To be eligible for such leave, the assaulted member shall notify an OTA representative who will in turn contact the Superintendent.

5. In the case of injury or visible disfigurement which causes embarrassment to the Employee, assault leave shall be granted.
6. Assault is defined as the intentional, knowing or reckless causation of physical harm to the Employee by any other person. This Article is also intended to apply to injuries suffered by the Employee during the course, or as a result, of an assault upon third person(s).

7. Payment of assault leave shall be at the Employee's per diem rate in effect for such Employee at the time of such assault, less any compensation to which the Employee is entitled under the Worker's Compensation Act of Ohio.

8. If court action results, said Employee shall be granted assault leave of professional duties not to be taken from Sick Leave or personal leave with no loss of pay for necessary time in court.

9. An Employee temporarily disabled as a result of a physical assault shall be returned to the same position as held at the time of the incident if during the same school year or a position of equivalent pay and equivalent duties if the return is during the next school year. If the Employee so desires, a transfer to the first available position carrying equivalent pay and equivalent professional duties for which the Employee is certified will be granted.

L. PROFESSIONAL LEAVE

An Employee who wishes to attend a professional conference or engage in some other form of professional activity that will require their absence from regular teaching duties may seek approval for same by submitting a completed application form at least two (2) weeks in advance whenever possible to the Director of Curriculum, who will recommend approval or denial of the request within five (5) workdays of receipt of said application. If

the Employee's request is denied, the Director or building principal will advise the Employee of the reasons for the denial.

XI. UNPAID LEAVES OF ABSENCE (DEFINITION AND RELATED FACTORS)

A leave of absence is a period of extended absence from duty by an Employee of the Board of Education for which written request has been made and formal approval has been granted by the Board of Education. Without request, the Board of Education may grant leave of absence to an Employee because of physical or mental disability. All such leaves are without pay unless otherwise indicated by the Board.

Requests for all leaves per Article XI will be initiated by submitting a letter to that effect to the Superintendent or Designee, copied to the building principal.

A. EXTENDED LEAVE OF ABSENCE

1. A leave of absence without pay may be granted upon the recommendation of the Superintendent to an Employee for educational purposes and for personal reasons. This leave time may only be granted within the Employee's contract period.

    a. This leave will be without pay.

    b. Insurance coverage while on leave or reduction: Employees who wish to continue such coverage shall pay 102% (100% benefits, 2% administrative cost) of all benefits while on leave. These benefits will consist of COBRA, which includes hospitalization, major medical, vision and dental. Life Insurance will not be offered to Employees on leaves of absence.

    c. On or before March 1 of the school year of the leave of absence, the individual on leave must inform the Orange Board of Education in writing his/her intention for the coming school year.

    d. Upon the Superintendent's recommendation, a leave of absence of one year or less may be granted by the Board of Education if a suitable replacement can be found for the term of the leave.

B. MEDICAL LEAVE OF ABSENCE

Long-Term Illness or Disabilities — Upon written request and with appropriate medical certification, the Board shall grant an Employee up to a two (2) year Medical Leave of Absence.

C. FAMILY AND MEDICAL LEAVE ACT (FMLA)

All Employees of the bargaining unit shall have the right to utilize the Family and Medical Leave Act in accordance with Federal and State Laws.

D. INSURANCE COVERAGE WHILE ON UNPAID LEAVE OR REDUCTION (EXCLUDES FMLA)

Employees who wish to continue such coverages shall pay 102% (100% benefits, 2% administrative costs) of all benefits while on leave. These benefits will consist of COBRA, which includes hospitalization, major medical, vision and dental. Life Insurance will not be offered to Employees on leaves of absence.

E. RETURN FROM UNPAID LEAVE

Upon return from an unpaid leave of absence, the employee will be provided a statement of when he or she will start back on payroll, and how salary will be prorated over the remainder of the school year, if applicable. Such notice will be made available electronically.

XII. EMPLOYMENT

A. LIMITED CONTRACTS

1. Limited contracts are governed by the provisions of the Ohio Revised Code. An Employee who fails the applicable current licensing requirement shall be deemed to have their employment automatically terminated upon receipt by the Board of notice of such failure.

2. An Employee employed for a specific period of time in a specific teaching assignment to cover a vacancy of a known duration ("long term substitute Employee") shall be deemed to automatically expire at the close of said period, without need for Board action to non-renew.

B. EMPLOYMENT/REEMPLOYMENT OF STRS RETIREES

1. An Employee retired under the provisions of the State Employees Retirement System, including those who have retired from the Orange Schools, shall be treated as a newly employed Employee. For purposes of salary schedule placement, a minimum of 5 years' experience and the appropriate degree columnar placement shall be given. Such Employee shall not be required to be part of the District's mentoring/entry year program.

C. CONTINUING CONTRACTS

1. Continuing contracts are governed by the provisions of the Ohio Revised Code. The granting of a continuing contract on the part of the Orange Board of Education carries with it a mutual responsibility between the recipient and the school in working together to secure the finest possible educational program for the students at Orange. In order that this goal may be reached, it is necessary to evaluate carefully each Employee who by law becomes eligible for continuing contract consideration.

2. Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing, with a copy to the Superintendent and Director of Human Resources, by October 1 of the school year in which the teacher will become eligible.

D. PART-TIME EMPLOYEES

1. Every effort will be made to assign part-time Employees to a contiguous "block of assigned time" for the determination of compensation for employment.

2. Every effort will be made to assign only one part-time Employee in any high school department or single grade level in the other buildings. Any newly created part-time position shall be cause for notification to the Orange Teachers Association President/Vice President.

3. Part-time contracts shall be calculated as follows:

    a. The part-time employee's salary will be calculated by dividing the average number of assigned instructional minutes per week (not to include passing time) by 1200.

    b. The part-time employee's weekly average preparation and conference minutes shall be calculated by multiplying their percent contract by 600.

    c. The part-time employee must be provided a 30-minute uninterrupted lunch each day the employee is assigned to work.

4. The part-time employee shall be required to attend all workdays at the opening and closing of the school year.

5. The part-time employee may be invited but shall not be required to attend any type of staff, department, IEP/504, or team meetings unless they are scheduled during or in lieu of the employee's normal assigned instructional time.

6. The part-time employee shall be required to attend the open house and parent-teacher conferences regularly scheduled in their assigned building. If the part-time employee is assigned to more than one building, the administration will decide which building's open house and conferences the employee shall attend. The employee is required to stay for conferences for the amount of time necessary to meet their parents.

7. If a part-time teacher must travel between buildings, they shall be given the traveling time outlined in that section of the contract.

8. Part-time Employees employed by contract determined in 3(a) above as half-time or more can receive health care package (hospitalization, major med., vision, dental and life insurance), 25% paid by part-time Employee and 75% paid by Board of Education.

E. JOB POSTING

1. A vacancy is (a) a new position or (b) one that occurs only after all voluntary or involuntary transfers, if any, have occurred. The staff shall be notified of all available certified vacancies by means of an electronic posting using the District's email system, which notice shall be posted at least five (5) working days prior to filling the opening. Exceptions would occur when a position must be filled in less

than five (5) workdays. (Example: A resignation three calendar days before the start of school following a vacation period.)

2. The job opening notice shall contain a brief description of the position and job qualifications. Said requests for consideration of any position in which they may be interested will be kept on file in their Personnel files in the Board Office. The job opening notice shall contain a brief description of the position and job qualifications.

3. Part-time faculty Employees will be guaranteed an interview when applying for a posted position. Where the administration determines that internal and external candidates are equally qualified for a posted position, preference in filling the position will be afforded the more senior current Employee.

4. OTA membership shall be notified by a posting of all supplemental contract vacancies. If it is determined after interviews there are no qualified candidates after considering the requirements of the job posting, the Board may then post for and interview external candidates. Any internal candidates not selected for the position may request a meeting with the lead administrator to discuss the reasons why the person was not selected. Upon request, the employee and lead administrator will develop a plan to address the reasons why the candidate was not selected.

F. JOB BIDDING

1. Employees interested in a position vacancy shall submit a letter of application to the personnel office.

2. The application should contain full details and qualifications for the position desired.

3. The personnel office shall schedule interviews with certified candidates as appropriate. If the more senior employee is not selected for the position, the employee may request a meeting with the administrator to discuss the reasons why the employee was not selected. Upon request, the building administrator and employee will develop a plan to address the reason(s) why the employee was not selected.

G. NOTIFICATION OF JOB APPOINTMENT

Following the selection process, each applicant shall receive notification of the final decision regarding the appointment.

H. SENIORITY LIST FOR REDUCTION IN FORCE

The District shall prepare a Seniority RIF list based upon licensure and seniority by December 1 and provide the list to the Association. The list shall also be provided to the members. Members shall have thirty (30) workdays to notify Human Resources and the Association President of any errors or corrections. Any challenges to the list shall be investigated and determined by the Director of Human Resources. Any notification of errors or corrections after the close of this thirty (30) day window shall not be considered.

I. REDUCTION OF LIMITED CONTRACTS

When, by reasons of decreased enrollment of pupils in the District, financial reasons or return to duty of regular Employees after leaves of absence, and other circumstances, the Board of Education determines that it is necessary to make a reduction in the number of Employees, the following procedures shall apply:

1. Attrition: Where known and where possible, the number of persons affected by such suspension will be kept to a minimum by not employing replacements insofar as practicable for Employees who retire or resign or whose limited contracts are not renewed.

2. Reduction Other Than by Attrition: In reducing Employees on limited contracts within areas of certification/licensure or specialties affected by the suspension, preference shall be given to Employees with greater seniority in the District unless it is plainly necessary to resort to other criteria to meet the curricular needs and educational goals of the system. As well as with respect to teachers holding continuing contracts, the Board shall not give preference to any teacher on limited contract based on seniority, except when making a decision between teachers holding limited contracts in the same area of licensure who have comparable final summative evaluations where the more senior teacher will be given preference. The Superintendent shall determine, subject to Board confirmation, the specific areas of certification/licensure and the specialties, as well as the specific positions and/or work locations to be affected by the reduction in force.

3. "Comparable" shall be defined as follows for reduction and recall purposes:

   a. The rating scale for comparable evaluations shall be determined by the sum of a teacher's last three years of the final holistic summative rating with each final holistic summative evaluation rating being assigned point(s) based upon the following scale:

      i. Accomplished = 4 points
      ii. Skilled = 3 points
      iii. Developing = 2 points
      iv. Ineffective = 1 point

   b. The sum of the points assigned for the last three years of the final holistic summative ratings shall result in a total that places the teacher in one of the following Categories:

      i. Comparable Category 1 = 3-5 points
      ii. Comparable Category 2 = 6-8 points
      iii. Comparable Category 3 = 9 - 12 points

      Example: A teacher rated Accomplished, Accomplished, and Skilled for their last three evaluations will have a total of 11 points and therefore will be in Comparable Category 3.

   c. In calculating the overall sum for a teacher who is "off- cycle" due to a prior Skilled or Accomplished rating, the "off-cycle" year shall be given the

same point value attached to the evaluation leading to the "off-cycle" year(s).

In calculating the overall sum, a teacher who may be on leave or otherwise does not receive an evaluation in the current year shall receive the point value attached to the last full-cycle evaluation. In calculating the overall sum, the District shall not take into consideration any evaluations for time employed in another District.

d. The Reduction in Force shall occur as follows:

i. For teachers in a Comparable Category the contract of the least senior limited contract employee in the affected teaching field shall be suspended first. Limited contract teachers shall be suspended before continuing contract teachers.

ii. Comparable Category 1 limited contract teachers in the affected teaching field shall be suspended first, followed by Comparable Category 2 limited contract teachers, and then Comparable Category 3 limited contract teachers. If additional suspensions are necessary teachers with a continuing contract will be suspended as provided in Article XI, (J) below.

4. Pay and benefits shall be extended to limited contract members laid off through August 30 and pay shall not be converted to a lump sum payment.

J. REDUCTION OF CONTINUING CONTRACTS

1. When, by reasons of decreased enrollment of pupils in the District, financial reasons or return to duty of regular Employees after leaves of absence, and other circumstances, the Board of Education determines that it is necessary to make a reduction in the number of Employees, the following procedures shall apply.

a. Those Employees holding continuing contracts shall not be considered for the purpose of staff reduction until such time as all limited contract Employees within the teaching field affected have been released.

b. In making such reductions the Board shall proceed to suspend contracts in accordance with the recommendation of the Superintendent of Schools who shall, within each teaching field affected, give preference to Employees on continuing contracts and to Employees who have greater seniority, provided that the Board shall not give preference to any teacher based on seniority except when making a decision between teachers holding continuing contracts in the same area of licensure who have comparable final summative evaluations.

c. "Comparable" shall be defined as follows for reduction and recall purposes using the same processes as above:

d. The rating scale for comparable evaluations shall be determined by the sum of a teacher's last three years of the final summative with each final

summative evaluation rating being assigned point(s) based upon the following scale:

i. Accomplished = 4 points
ii. Skilled = 3 points
iii. Developing = 2 points
iv. Ineffective = 1 point

e. The sum of the points assigned for the last three years of the final summative ratings shall result in a total that places the teacher in one of the following Categories:

i. Comparable Category 1 = 3 - 5 points
ii. Comparable Category 2 = 6 - 8 points
iii. Comparable Category 3 = 9 - 12 points

Example: A teacher rated Accomplished, Accomplished, and Skilled for their last three evaluations will have a total of 11 points and therefore will be in Comparable Category 3.

f. In calculating the overall sum for a teacher who is "off-cycle" due to a prior Skilled or Accomplished rating, the "off-cycle" year shall be given the same point value attached to the evaluation leading to the "off-cycle" year(s).

In calculating the overall sum, a teacher who may be on leave or otherwise does not receive an evaluation in the current year shall receive the point value attached to the last full-cycle evaluation.

In calculating the overall sum, the District shall not take into consideration any evaluations for time employed in another District.

g. The Reduction in Force shall occur as follows:

i. For teachers in a Comparable Category the contract of the least senior limited contract employee in the affected teaching field shall be suspended first Limited contract teachers shall be suspended before continuing contract teachers.

2. If additional suspensions are necessary after limited contract teachers are suspended according to the provisions of this Article, teachers with a continuing contract will be suspended as provided below. Category 1 continuing contract teachers in the affected teaching field will be suspended, followed by Comparable Category 2 continuing contract teachers, and finally Comparable Category 3 continuing contract teachers. Within each category, the contract of the least senior limited or continuing contract teacher in the affected teaching field shall be suspended first.

3. Pay and benefits shall be extended to continuing contract members laid off through August 30 and pay shall not be converted to a lump sum payment.

K. RECALL

1. Teachers holding continuing contracts who have been laid off shall be placed on a recall list and returned to active employment to fill vacancies for which they are certified/ licensed in reverse order of layoff for any position that becomes available for which they are or have become licensed before any permanent teacher full-time, part-time, or substitute is hired. The most senior teacher holding continuing contract in the affected area of certification/licensure who has been laid off shall be recalled, provided she/he has evaluations which are comparable to any other teacher holding continuing contract in that area of licensure who also has been laid off.

    a. The meaning of the term "comparable evaluations" shall be as set out in Section K. above.

2. Teachers holding limited contracts who have been laid off shall be placed on a recall list and returned to active employment to fill vacancies for which they are certified/ licensed in reverse order of layoff for any position that becomes available for which they are or have become licensed before any permanent teacher full-time, part-time, or substitute is hired. The most senior teacher holding limited contract in the affected area of certification/licensure who has been laid off shall be recalled, provided all teachers holding continuing contracts in that area of licensure have been recalled and provided she/he has evaluations which are comparable to any other teacher holding limited contract in that area of licensure who also has been laid off.

    a. The meaning of the term "comparable evaluations" shall be as set out in Section J.2.

3. Notice of Recall

    a. If a vacancy becomes available, the Board shall recall the Employee to active employment status by giving written notice (certified mail) to the Employee. Said written notice shall be sent to the Employee's last known address and personal email address. It shall be the responsibility of each Employee to notify the Board of any change in address. If the Employee fails to accept a comparable FTE position for reemployment in writing, he/she shall be deemed to have rejected the offer and shall be removed from the Seniority RIF list. Written notice of acceptance of reemployment must be postmarked or email dated within ten (10) calendar days from the date notification was delivered, but if notification is delivered after August 15 or during the school year, notice of acceptance must be postmarked or email dated within five (5) calendar days of receipt of notification.

    b. Time on Seniority RIF List and Status Upon Return Each Employee shall remain on the Seniority RIF list for twenty-four (24) months from his/her last day of active service in the system unless he/she fails to accept a recall or waives his/her recall rights in writing.

i. State and Federal Law

Exceptions to preference for retention or recall based on seniority may also be made when necessary to do so in order to comply with state and federal laws regarding employment.

ii. Grievance

Only the procedure by which reduction in force is carried out shall be subject to the arbitration provisions of this agreement. Thus, for example, the reasons for RIF as determined by the Board are not subject to the arbitration provisions of this agreement.

L. COMPLIANCE WITH LAW AND THE AGREEMENT

Nothing contained herein shall abridge the Board's right to non-renew the limited contract of an Employee in accordance with the Ohio Revised Code.

M. DISCIPLINARY ACTION AND CONFERENCES

1. No employee shall be disciplined, without "good and just cause" and compliance with applicable provisions of this Contract.

2. Generally, following steps of progressive discipline will be followed. However, the District reserves the right to skip any or all steps depending upon the nature of the offense:

   Step 1 Documented Verbal warning

   Step 2 Written reprimand (may be repeated)

   Step 3 Suspension with or without pay, not to exceed two (2) days

   Step 4 Suspension with or without pay, not to exceed five (5) days

   Step 5 Termination in accordance with ORC 3319.16

3. No pre-disciplinary meeting shall be held or discipline issued prior to a thorough fact-finding investigation of the facts and circumstances of the situation.

4. Before discipline is implemented there shall be a pre disciplinary meeting. The Association President will be copied on the notice of the pre-disciplinary hearing. However, a pre-disciplinary meeting need not be held before a Step 1 hearing.

   a. The teacher shall have the right to have two (2) Association representatives at this meeting. The teacher shall have the choice of one (1) Association representative and the other shall be an Association officer or the OEA/NEA Labor Relations Consultant.

   b. When the request for such representatives is made, the pre-disciplinary conference will be continued for a reasonable period of time to allow the presence of the Association representatives.

c. If the teacher does not choose to have Association representatives, one (1) Association representative may still attend the meeting.

5. If after the pre-disciplinary meeting the administration determines that progressive discipline is warranted, a disciplinary hearing shall be held.

a. A Step 1 hearing (verbal warning) shall be held by the teacher's immediate supervisor.

i. The teacher has the right to have one (1) Association representative of his/her choice at this hearing and, if a representative is requested, the hearing shall be continued for a reasonable period of time to allow the presence of the representative.

ii. At this hearing the District shall present the allegations the teacher shall have the right to rebut the allegations.

iii. At the conclusion of this hearing, if a verbal reprimand is issued by the administrator that administrator shall notify the Association President and the Superintendent or designee on the appropriate form (Appendix S) that a verbal reprimand has been issued. This form shall be placed in the teacher's personnel file.

b. Disciplinary hearings at Steps 2 through 4 shall be conducted only by one of the following: Superintendent or designee; Director of Human Resources. A disciplinary hearing at Step 5 shall be conducted only by the Superintendent.

i. The teacher shall have the right to have two (2) Association representatives at disciplinary hearings. The teacher shall have the choice of one (1) Association representative and the other shall be an Association officer or the OEA/NEA Labor Relations Consultant.

ii. When the request for such Association representatives is made, the hearing will be continued for a reasonable period of time to allow the presence of the Association representatives

iii. If the teacher chooses not to have Association representatives, one (1) Association representative may still attend the hearing.

iv. The teacher shall have the right to receive the specific allegations in writing and be provided the evidence related to the allegations, and shall have the right to rebut the allegations.

v. At the conclusion of the hearing process, if the administration determines that discipline is warranted, the teacher shall be provided notice of the discipline and the specific written reasons for the discipline.

c. In the case of a serious infraction, progressive discipline may begin at any step. If any progressive discipline steps are skipped and termination is sought, termination will be in accordance with ORC 3319.16 and is not subject to the grievance and arbitration process.

d. Following the appropriate administrator's determination of the need for discipline (other than termination), the teacher shall have the right to appeal through the grievance procedure of this Agreement.

i. A grievance may be filed on the basis of unjust discipline as well as on violation of the process outlined in Article III of the Agreement.

ii. Should the grievance be sustained, all records of such discipline shall be removed from all personnel and building files.

e. All benefits will continue in force during any suspension (except a Step 5 suspension.

6. In the case of a serious infraction the Superintendent or, in the absence of the Superintendent, or the Director of Human Resources, may immediately place a teacher on paid administrative leave pending an investigation. If following an investigation suspension is warranted the following conditions will be followed:

a. When the teacher is suspended, s/he shall be given written reasons for the suspension with a copy to the Association President.

b. The teacher shall have the right to have two (2) Association representatives at both the pre-disciplinary meeting and the disciplinary hearings. The teacher shall have the choice of one (1) Association representative and the other representative shall be either an Association officer or the OEA/NEA Labor Relations Consultant.

c. When the request for such Association representatives is made, no pre-disciplinary meeting or disciplinary hearing the pre-disciplinary conference or disciplinary conference will be continued for a reasonable period of time to allow the presence of the Association representatives.

d. If the teacher chooses not to have one Association representative, an Association representative may still attend the hearing.

7. No teacher, administrator, the Association, or the District shall be placed in jeopardy or be the subject of reprisal or discrimination for having followed this Progressive Discipline procedure. No reprisal of any kind shall be taken by or against any participant in the Progressive Discipline procedure by reason of such participation.

N. ASSIGNMENT AND TRANSFER

1. Employee-Initiated Written Request for Change of Assignment or Transfer

a. When an Employee desires a change of assignment or transfer within his/her present building the Employee shall submit a written request to the Principal. The Principal, with the approval of the Superintendent, shall meet with the Employee within three (3) workdays to discuss the request. The Superintendent/ Designee shall notify the Employee and appropriate administrators as to the approval or denial of the request.

b. When an Employee desires a change of assignment or transfer between buildings, the Employee shall submit such a request to the Superintendent/Designee. The Superintendent/Designee shall meet with the Employee within five (5) workdays to discuss the request. The Superintendent/Designee shall notify the Employee and appropriate administrators as to the approval or denial of the request five workdays prior to the end of the school year in which the request is made.

2. Administrator-Initiated Change of Assignment or Transfer

a. When it is necessary to effect a change of assignment within a building the Principal with the Superintendent's approval will confer with the Employee(s) concerned. If a change of assignment is made, such change shall be executed by letter(s) from the Superintendent/Designee to Employee(s) and appropriate administrators.

b. When it is necessary to effect a change of assignment between buildings, the personnel office with the approval of the Superintendent will confer with concerned Employee(s) and administrators. Notification of any resulting change shall be made by letter(s) from the Superintendent/Designee to all Employee(s) and administrators concerned with the decision.

c. The position of an Employee on a leave of absence for a full school year shall be considered a temporary vacancy, provided the vacancy is known by April 1of the preceding school year. Where feasible and where posting and filling that temporary vacancy for a full school year with another Employee will not be educational disruptive, the position shall be posted and may be filled with a current faculty Employee. Upon return of the Employee from the full year leave of absence, the Employee assigned to the temporary vacancy shall return to their former or a comparable teaching position.

d. Where the administration determines that internal and external candidates are equally qualified for a posted position, preference in filling the position will be afforded the more senior current Employee.

e. Members who are reassigned to new rooms/offices shall be provided up to two paid workdays outside of the school year to move if the move cannot be accomplished during the school year.

O. TEACHER OF RECORD LANGUAGE

1. High School offerings of Credit Flexibility, Credit Recovery and/or Digital Learning may require a Teacher of Record. Teacher of Record is defined as the

person responsible for the grading of student work (including but not limited to writing, assessments, projects, etc.), the final determination of grade and whether credit is to be given. The teacher of record is not responsible for creating lessons.

2. At the Middle School when a request is made for an educational option beyond the scope of Credit Flexibility, the parties will be notified. A committee will convene to discuss and determine the feasibility of the request. The Committee will be comprised of up to three (3) educators appointed by the OTA president and up to three (3) administrators appointed by the Superintendent/designee. A consensus of the Committee is required for approval of the educational option. A Teacher of Record is responsible for the grading of student work (including but not limited to writing, assessments, projects, etc.), and a final determination as to whether the student has completed the requirements of the alternative learning opportunity and determination of a letter grade.

3. The provisions of Article IX do not apply to the teacher of record as defined in this section. The parties agree to annually review and update this definition and the duties and responsibilities of the teacher of record at the Employee Relations Meeting in Article V.R. TOR assignments will first be given to a properly certificated teacher who does not have a full teaching schedule. Remaining TOR opportunities will be posted**.**

P. GENERAL STAFF SCHEDULES AND HOURS OF EMPLOYMENT

1. The requirements of the State Department of Education must be met with an appropriate schedule of classes and activities. Quality staff assignment will help facilitate the successful accomplishment of these requirements. Assignments will consider appropriate factors so that each staff Employee will have adequate opportunity to successfully meet his/her instructional expectations.

2. To promote quality teaching and to strive for scheduling equity, the following criteria shall be considered in establishing Employee schedules:

   a. Number and length of class assignments.

   b. Number of pupils involved.

   c. Number of different preparations.

   d. Preparation time differences.

   e. Assigned duties.

   f. Expectations for individualized student attention.

   g. Parental contact expectations.

   h. Multi-building assignments.

3. The opening and closing hours of the workday for the next school year will be announced in June for each building before the last day of any school year.

4. Notification of tentative teaching schedules shall be completed by the last workday of any school year.

5. The length of the workday for an individual Employee shall not be more than seven (7) hours forty-five (45) minutes except on days of regular scheduled meetings or emergencies.

6. On a voluntary basis and in agreement with administration, a full-time tenured Employee may after written notice by receipt of Form 9250 to the Association President adjust but not extend his/her contiguous work hours to improve the education program. The Association President must be provided a copy of Form 9250 before it is submitted to the building principal prior to approval by the superintendent.

Q. MEETINGS

1. Regular meetings of staff, departments, or levels conducted before or after the workday shall be included on the calendar at the beginning of the school year.

2. Not more than two (2) such regular meeting(s) per month (maximum of 20 meetings per school year) will be scheduled except in the case of bona fide emergencies as identified by the administration.

    a. Not more than four (4) Teacher-based teams (TBT) meetings or professional learning community meetings (PLC) will be scheduled per month. TBT/PLC meetings will be embedded within the teacher workday during the teachers' unassigned time.

3. Meetings will be organized effectively with an agenda, distributed to the membership the workday before the meeting is held, which should include only items that require staff attention in a meeting form and will not require Employee attendance in excess of sixty (60) minutes even though the meetings may last longer for other participants and/or Employees who wish to stay past the hour. Employees who leave at the hour limit or who miss the meeting are responsible for obtaining any information shared at the meeting.

4. Committee meetings may also take place. Participation in committees/activities that necessitate the performance of additional duties or attendance at meetings outside the seven (7) hours forty-five (45) minutes workday shall be voluntary and shall be secured through signup sheets specifying the committee's title and function without discussion or pressure for participation. Meetings will not exceed sixty (60) minutes. A committee membership list shall be posted by the Principal in each building in September and updated monthly.

5. In-staff assessment teaming meetings will not require Employee attendance in excess of sixty (60) minutes.

6. General Education Classroom teachers shall not be required to attend more than one IEP**,** / 504**,** / ETR or acceleration meeting per week during the member's 600 minutes of preparation and conference time. If more than one meeting is scheduled in a week during the member's 600 minutes of preparation and

conference time, the teacher shall be provided coverage (substitute) to attend or shall be paid forty dollars ($40.00) per hour to attend.

R. PREPARATION AND CONFERENCE TIME

1. Within the Employee workday of seven (7) hours and forty-five (45) minutes, Employees will be scheduled for a 30-minute, duty-free, uninterrupted lunch period and a daily average of 120 minutes (600 minutes per 5-day week) for preparation and conferences unless there is an assembly or special schedule. Employees may be assigned duties and educational assignments provided the duties and educational assignments do not reduce the preparation and conference time provided in this paragraph.

2. Preparation and conference time must be provided in blocks of time of at least 15 minutes

3. For personal reasons during the defined workday, staff may obtain from the Principal or his/her designee, approval to leave the assigned building. Teachers may leave during their duty-free lunch provided they notify the office upon their departure and return. The building administrator and the OTA building representative shall develop the building notification procedures.

4. Employees who serve as Nurses are expected to use the time during the student day when student medical needs are not pressing to complete clerical duties and collaborate with building staff. Preparation and conference time do not apply to Nurses. Instead, Nurses have the professional discretion to manage their day in a way that prioritizes student needs. Nurses are entitled to a 30- minute, duty-free, uninterrupted lunch period. Nurses will be provided support from building administration to complete clerical tasks upon request.

S. CLASS AND SCHEDULE ASSIGNMENT

1. When developing building duty schedules, administrators shall, whenever possible, attempt to balance the amount of planning time proportionately for each Employee within the building.

2. Employees may be scheduled, as a specific duty, as building level substitute Employees.

3. The Board may alter the current schedule provided the change does not reduce the preparation and conference time below the minimum level provided under Section P(1) of this Article.

4. When curriculum changes are scheduled, in-service time will be used to discuss and plan the impact on schedules, curriculum and responsibilities resulting from such additions.

5. Class size

    a. Normally, class size shall not exceed twenty-four (24) but does not include Band, Orchestra and Choir.

b. The Board will make every effort to limit inclusion classes to a maximum of (20) twenty students.

c. Classes where student safety might be an issue due to the use of power equipment shall not exceed an appropriate cap set by the instructor and building principal and approved by the Director of Human Resources.

d. In classes designated as computer classes, class size normally shall not exceed the number of available computer workstations.

6. In scheduling students in the classes, guidance counselors and administrators shall take into consideration the needs, talents and abilities of the students and shall make an attempt to allocate the assignment of students with special needs among faculty Employees in that subject area and grade level. Counselors shall consult with special education Employees in making classroom assignments of special needs students.

7. Student-Employee ratio reporting: The reporting of student **e**mployee ratios shall be accomplished using only classroom instructional staff. Librarians and guidance personnel will not be used in formulating this ratio except where mandated by a requesting institution.

8. Case managers with responsibility for students on IEPs, 504s and WEPs shall be provided two release days for the purpose of preparing the plans and consulting with colleagues. In appropriate cases, the case manager may request additional release time of the building principal.

9. In addition, grade level classroom Employees at Moreland Hills Elementary who teach language arts and are responsible for administering scoring, compiling and entering benchmark data into the Moreland Hills language arts database shall be provided one release day annually for the purpose of preparing and entering data. Release time shall be taken at the discretion of the bargaining unit Employee and may be taken in whole or half-day increments.

T. TRAVELING EMPLOYEES

1. When an Employee is assigned to be a traveling Employee, the building in which the Employee is assigned to be evaluated shall be the Employee's home building for the purposes of routine and daily operations, e.g., staff meetings, conferences, open house and compensation days. This arrangement shall be communicated in writing to each traveling Employee before the first student day of each year. No traveling Employee assignment shall exceed the contractually agreed upon length of workday.

2. In the event that attendance at a critical staff meeting is required of a traveling Employee which is different from the home building's schedule, the Employee shall be notified at least one week in advance and the Employee's attendance at a subsequent home building staff meeting shall be waived.

3. Changes of schedules (Example: assembly schedules) in buildings must be planned and shared with traveling Employees by the Principals so that pupils are

properly supervised at all times and the traveling Employee can plan and adjust to such schedule changes.

4. Traveling Employees will be scheduled for a 30-minute, duty-free, uninterrupted lunch period, 20 minutes travel time per building change, a reserved parking space at each building, and a daily average of 120 minutes (600 per 5-day week) for preparation and conferences unless there is an assembly or special schedule. To accommodate instruction schedules, the affected Employee or OTA president or designee may request up to ten (10) additional minutes for travel time for a particular Employee, and the Superintendent or designee may agree to adjust a travel time as needed for the individual's specific circumstances for a building change. If additional time is granted, the additional time will count toward the Employee's preparation and conference time.

U. MEDICAL EXAMINATION

Upon initial employment each professional staff Employee shall present medically acceptable evidence of freedom from tuberculosis in a communicable stage. Upon the recommendation of the Superintendent, the Board may require an appropriate examination at Board expense.

XIII. FINGERPRINTING

Fingerprinting will be mandatory for all new Employees.

A. BCII CHECKS

1. All teaching Employees new to the District shall be conditionally employed until the Board receives the results of a criminal records check from the Bureau of Criminal Identification and Investigation ("BCII").

2. The Board shall initiate the BCII check as promptly as possible, and in no case later than three business days following Board approval of conditional employment of a teaching Employee. During that period of conditional employment, the new teaching Employee shall be considered an Employee of the bargaining unit represented by the Association and entitled to all provisions of the Board-OTA Agreement.

3. If the report received from BCII indicates that the individual does not qualify for employment as defined in Revised Code Section 3319.39(6)(1), the individual shall be informed that she/he is being released immediately from conditional employment and the reason, i.e., the report from BCII, for the release.

B. PERSONNEL FILES

The Superintendent will develop and implement a comprehensive and efficient system of personnel records, under the following guidelines:

1. A personnel folder for each Employee will be accurately maintained in the district office.

2. Personnel folders will contain records and information relative to compensation, payroll deductions, evaluations, and such information as may be required by the State or Federal government or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source will not be placed in a staff Employee's file.

3. The law requires that all public records be promptly prepared and made available for inspection to any Employee of the general public at all reasonable times during regular business hours. Upon request, the person responsible for maintenance of the public records is required to make copies available at cost, within a reasonable period of time.

4. The public will have access to all records in the personnel file with the following exceptions:

   a. Medical records

   b. Records pertaining to adoption, probation, or parole proceedings

   c. Trial preparation records

   d. Confidential law enforcement investigatory records

   e. Records of which the release is prohibited by State or Federal law.

5. Each Employee will have the right, upon written request, to review the contents of his/her own personnel file. Requests will be made to the Superintendent/Designee and scheduled for a time convenient for the parties involved.

6. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff Employee and will become part of the Employee's personnel file.

7. Personnel records should be reviewed only in the confines of the Superintendent's office or the Board's office.

8. After three (3) school years have passed with no additional infractions, documented verbal warnings and written reprimand(s) will be removed from an employee's personnel file at the employee's request.

C. HEALTH AND SAFETY

1. Maintenance of Health and Safety

   a. The Board shall be responsible to ensure and maintain conditions of employment that are free of hazards that are causing or are likely to cause serious physical harm to Employees. The Board or its designee shall provide a written response to any health concern issues received in writing from any Employee within ten (10) working days of receipt of said concern. A copy of the response shall be provided to the Association President.

b. The Board retains exclusive authority to adopt and implement policies and procedures required by ORC Chapter 4167, by the division of Occupational Safety and Health, by the Public Employee Risk Reduction Advisory Commission, and/or any other rules and regulations adopted under the authority of Chapter 4167.

2. Notification

a. Except for a condition which the Employee, acting in good faith, reasonably believes presents an imminent danger of death or serious harm to him/her, an Employee should report an alleged health or safety violation to his/her principal within two (2) workdays of the alleged violation or knowledge of the alleged violation.

b. Before exercising his/her right to refuse to work because of a condition which the Employee acting in good faith reasonably believes presents an imminent danger of death or serious harm to him/her, the Employee must immediately notify his/her supervisor of the condition. The Employee may be temporarily reassigned while the condition is being investigated and/or ameliorated.

3. No Reprisals

There shall be no reprisals, restraints, interference, coercion or discrimination against an Employee for filing a report of an unsafe or unhealthy condition, for refusing to work under conditions that the public Employee reasonably believes presents an imminent danger, or for any other participation in the Health and Safety Program.

4. Health Supplies

a. The Board shall ensure that in the main office of each building and in every lab, there shall be adequate first aid kit(s) which shall be maintained.

b. The Board shall provide every classroom and office with a supply of the following items: latex-free gloves, disposable masks, face shields, basic first aid supplies, Kleenex, paper towels, soap, hand sanitizer, cleaning rags and disinfectant spray. This supply will be replenished on a regular basis or at the request of the employee.

5. Safety Drills

a. Consistent with current directives from the State Fire Marshall, the Director of Business Operations, through the Safety Committee, will establish and disseminate a calendar prior to the start of the school year for the conduct of mandated fire and tornado drills and other drills appropriate for the protection of students, faculty and staff.

b. Under the direction of the Director, the Committee's recommendations will provide latitude to the buildings in scheduling to take into account weather, testing and other pertinent factors.

c. The Director and Committee will also provide guidance to building leadership on steps to inform substitutes and visitors of required actions in the event of a safety drill.

6. DRUG TESTING

Any faculty Employee who may have caused or contributed to an on-the-job accident, as defined below, shall be required to submit to a drug and/or alcohol test. "Accident" means an unplanned, unexpected or unintended event which occurs on Board property, during the conduct of Board business, or during working hours, or which involves Board-supplied motor vehicles or motor vehicles used in conducting Board business, or within the scope of employment, and which results in any of the following:

a. A fatality of anyone involved in the accident.

b. Bodily injury requiring off-site medical attention away from the employer's place of employment and resulting in the filing of a worker's compensation claim.

c. Vehicular damage in apparent excess of $2,500, or

d. Non-vehicular damage in apparent excess of $2,500

7. Video and Audio Recording and Monitoring Equipment (VARME)

VARME is defined as any and all electronic equipment that can be used to monitor, broadcast, or record video and/or audio. Examples of VARME include but are not limited to telephones, computers, cameras, microphones, and public address systems.

The Board will follow adopted policy and guidelines on the installation and use of VARME. VARME may be used on school property and premises in areas where there is no reasonable expectation of privacy. Included in Board policy and administrative guidelines is the commitment not to utilize VARME in individual classrooms. Clear, visible signage must be posted in all buildings in which VARME is installed. The signage must explain the purpose and use of the VARME installed and must reference all relevant board policy.

VARME shall not be used or referred to as the basis for evaluation. All monitoring or observation of the work of a staff member shall be conducted openly and with the full knowledge of the staff member. The use of VARME for eavesdropping shall be strictly prohibited.

Nothing herein shall restrict the use of VARME evidence obtained in a bona fide investigation of illegal or improper activity. However, any VARME used in the investigation and/or discipline of an employee will be viewed in the presence of

the employee and his/her designated representative(s) prior to the implementation of discipline.

To the extent permitted by law, access to VARME will be restricted to authorized administrative personnel, designated Information Technology (IT) individual(s), and law enforcement.

XIV. SALARY

Effective with the 2021-2022 school year (and employees newly hired August 10, 2021 or later, the salary schedule shall include Steps A through E followed by Step 1 through Step 30, Through a. BA Step A will be calculated at .10 below the index at BA Step 1, with .02 increases in each of Steps B through E. All employees hired prior to August 10, 2021 will retain current step and training level for future advancement on the scale. Employees hired August 10, 2021 or later will be given consideration of up to five (5) years of experience with Step 1 being the first step granted for zero years of teaching experience.

A. SALARY INCREASES

1. A 2.0% salary increase above the 2023-2024 salary schedule will take effect for the 2024-2025 school year, placing Orange School District at a base of $54,269 at the BA step 1.

2. A 2.0% salary increase above the 2024-2025 salary schedule will take effect for the 2025-2026 school year, placing Orange School District at a base of $55,354 at the BA step 1.

3. A 2.0% salary increase above the 2025-2026 salary schedule will take effect for the 2026-2027 school year, placing Orange School District at a base of $56,462 at the BA step 1.

B. SALARY SCHEDULES ITEMS

1. All Employees shall be paid in accordance with the salary schedules included in this Agreement (Appendix A) which are the Employees' Salary Schedule and the Supplemental Salary Schedule.

2. Salary Schedule Placement - Upon hire.

   a. Years of Experience. The Board shall place newly-hired Employees with five years of service (as defined in ORC 3317.13(A)(1)) or less in a row on the salary schedule that reflects the newly-hired employee's actual years of service. The Board has discretion to place newly-hired Employees who have over five years of service at a row on the salary schedule the Board deems appropriate, including a placement reflecting over ten years of service (notwithstanding ORC 3317.14). However, the Board shall not place a newly-hired Employee at a row reflecting more years of service than the Employee actually has served.

   b. So, for example, a teacher initially employed beginning or after August 10, 2021 with a bachelor's degree and not entitled to credit for any years of experience prior to coming to the District shall be placed at the

bachelor's column at Step A, 0.90 of the B.A. base salary. As well, a teacher initially employed by the Board beginning on or after August 10, 2021, with a master's degree and, for example, being credited with five (5) years of experience shall be placed at Step 1 of the master's column of the salary schedule, with the five (5) years credit counting as steps A through E. Also, effective with the 2021-2022 adjusted salary schedule, two current employees will be grandfathered on the former salary schedule with specific letters placed in their personnel file.

c. Educational Placement. Newly-hired Employees shall be placed on the appropriate column of the salary schedule. The BA+15 Hours column designation shall mean that the Employee completed 15 semester hours of graduate courses after conferral of the B.A. degree. The MA+15 Hours column designation shall mean that the Employee completed 15 semester hours of graduate courses after conferral of the M.A. degree. The MA+30 Hours column designation shall mean that the Employee completed 30 semester hours of graduate courses after conferral MA degree. The PhD/ED column designation shall mean that the Employee has been conferred with a PhD or ED.

C. See end of this agreement for salary schedules.

D. ADVANCEMENT ON SALARY SCHEDULE

1. Salary Schedule Step Advancement - Employees shall be advanced one step on the salary schedule at the beginning of each school year provided the Employee worked or was paid for one hundred twenty (120) days during the prior school year.

2. All graduate course credit work must enhance the individual's ability to improve his/her professional contribution to the total Orange School educational program.

3. Graduate courses must relate directly to the applicant's teaching assignment, teaching certification/license area, and/or administrative assignment at Orange.

4. For advancement on the salary schedule courses must be at the graduate level. Non-graduate-level coursework or educational experiences may only be approved for advancement on the salary schedule by the Director of Human Resources in advance of beginning the coursework. The employee must complete form 7501.

5. Advancement on the BA+15, MA, MA+15, MA+30 or PhD/ED Salary Schedule shall occur at the beginning of the school year. On or before the second Friday in September, evidence must be presented documenting the granting of the particular degree. Evidence may be a letter from the appropriate college department head, official transcript, or diploma.

6. Advancement on the schedule will be consistent with the previous schedule step position.

E. SUPPLEMENTAL SALARY SCHEDULES

1. The Extracurricular Athletic Compensation Schedule and the Co-curricular Schedule Supplemental Salary Schedule shall be based on the BA Base currently in effect. Any and all increases will be based on the change in the BA Base each year of this Contract. Percentages are as indicated on the respective Schedules that are included at the end of this contract.

   Extracurricular allowances and/or supplemental payments that appear with a check next to them on the supplemental schedule (in Appendix A) are paid throughout the school year. Extracurricular allowances and/or supplemental payments that do not appear on the supplemental schedule with a check mark will be paid in one lump sum at the end of the contracted period/ completed task (e.g., season). Appointments for ongoing activities/assignments approved after December 31 will be paid in one lump sum with the last pay of the school year (6/30).

   If a supplemental contract holder is concerned about a change in assigned supplemental duties after the start of the year, which supplemental duties are not reflected, in the view of the contract holder, in the job description, or where no job description for the position has been completed, the OTA President and Director of Human Resources shall meet with the supplemental contract holder and building principal in an effort to resolve the matter. If a resolution satisfactory to the supplemental contract holder and principal cannot be achieve, the supplemental contract holder shall be entitled to resign from the supplemental position and shall be compensated for that portion of contract responsibilities she/he has completed through the date of the resignation. Should an agreement be reached between the OTA and Administration, the job description and compensation shall be adjusted effective immediately.

   Absent extenuating circumstances, the salary schedule for existing supplementals will remain in effect for the duration of the agreement. If either party believes that the salary for an existing supplemental needs to be addressed prior to negotiations for a successor agreement, the other party shall be notified and a meeting established to review the supplemental salary. If no agreement is reached to modify the supplemental salary in question, it will remain in effect for the duration of this agreement and until subsequently changed by the parties.

2. Supplemental Accountability

   Each member awarded a supplemental contract must complete:

   a. An Intent Form* as developed by the District

   b. A documentation of work performed on a form developed by the District;* and

   c. A close out form* developed by the District documenting that the member has completed all requirements of the supplemental. Final pay for the supplemental will not be issued until the close out form is submitted to the District.

*These forms will be added to the contract in the Forms Appendix

3. Upon the submission of the Intent Form for a new supplemental by either a member or an administrator, the Superintendent/designee will review the Intent Form for approval. If approved, the Superintendent/designee, will meet with the Association President or designee to review the Intent Form and collaboratively establish the rate for the supplemental subject to Board approval. If denied, the member and OTA President shall be notified in writing with a rationale provided.

F. PROFESSIONAL DEVELOPMENT PLAN

Employees having participated in the plan prior to July 1, 1993 will continue to receive payment for the PDP on an ongoing basis for as long as they are an Employee of Orange.

G. EXTRA ALLOWANCES

1. When bargaining Employees are needed by the Board to complete professional assignments or assist students beyond the regular and usual assigned teaching duties, the following procedure shall be utilized:

   a. All positions shall be posted per Article XI I, Section E.

   b. The posting shall include the criteria of the position, including information such as date of assignment, number of hours, description of work to be included, etc.

   c. Interested bargaining Employees shall be given first option on all such positions.

2. When an employee is directed or has approval to complete extra work assignments the pay shall be as set forth below. Categories of Extra Work Assignments shall include:

   a. Curriculum Writing: content created by the bargaining Employee that can be used by the district within the instructional program. The resulting products and content remain the property of the Orange City School District. Compensation shall be forty dollars ($40.00) per hour.

   b. An Employee attending meetings and/or conferences or providing student support related to Special Education Services occurring outside of the workday or school year shall be compensated at a rate of forty dollars ($40.00) per hour.

   c. Tutoring: an Employee providing support through a district-sponsored program. An Employee delivering additional tutoring is not responsible for assessing student work for the purpose of assigning course grades. Compensation shall be forty dollars ($40.00) per hour. Tutoring in this category excludes home instruction as mandated by disability. Additional Instruction: an Employee delivering formal instruction beyond the contractual assignment with students involved in a program outside the traditional workday. An Employee delivering additional instruction is

responsible for designing lessons, assigning and assessing student work, assigning grades for course credit, or provided extended school year opportunities for students with disabilities. Compensation shall be fifty dollars ($50.00) per hour.

d. Extra Pay for Extra-Work: in cases where special services are to be completed by an Employee by the Board during the school year, additional compensation shall be granted. The pay rate and terms and conditions of employment shall be bargained with the Orange Teachers Association. Unless the administration and Association agree otherwise, such payment shall be made on per diem basis. This does not refer to the usual extracurricular assignments.

e. Extended Service

1. School Counselors may request or be assigned to work the following extended days:

   Moreland Hills Elementary School - A maximum of six (6) extended days to be used in a combination at the start and close of a school year;

   Brady Middle School - A maximum of ten (10) extended days to be used in a combination at the start and close of a school year;

   Orange High School - A maximum of twenty (20) extended days to be used in a combination at the start and close of a school year.

   School Counselors shall be paid at their per diem rate for all extended days worked outside of the contractual workdays upon submission of services rendered documentation.

2. School Librarians/Media Specialists may request or be assigned to work the following extended days:

   Moreland Hills Elementary School - A maximum of two (2) extended days to be used in a combination at the start and close of a school year;

   Brady Middle School - A maximum of four (4) extended days to be used in a combination at the start and close of a school year;

   Orange High School - A maximum of ten (10) extended days to be used in a combination at the start and close of a school year.

   School Librarians/Media Specialists shall be paid at their per diem rate for all extended days worked outside of the contractual workdays upon submission of services rendered documentation.

3. The Transition Coordinator may request or be requested to work a maximum of five (5) extended days for summer work and shall

be paid at the per diem rate upon submission of services rendered documentation.

4. School Psychologists shall be paid their per diem rate for conducting required student evaluations, as requested by the appropriate administrator during the summer, outside of the contractual workdays, and upon submission of services rendered documentation.

H. NATIONAL BOARD CERTIFIED TEACHERS

Employees who earn National Board Certification for Teachers on or after July 1, 2012 shall receive a one-time stipend of Five Thousand Dollars ($5,000) payable within thirty (30) calendar days following the teacher providing written confirmation of their receipt of such Certification. Any teacher who received National Board Certification before July 1, 2012 and who has not completed the ten year payment cycle shall be eligible to continue to receive such payment for the remainder of the ten year period at the rate of additional compensation of three percent (3%) of each year's base salary for the first ten (10) years following receipt of certification.

I. PAYROLL DEDUCTIONS

Deductions from pay may be made for the following items:

1. Unauthorized absence.

2. Withholding tax according to information contained on the exemption certificate filed with the Treasurer.

3. Appropriate Board-approved fringe benefits.

4. Retirement.

5. Dues for Employees as provided in Article VII of this agreement.

6. Annuity Payments shall be sent to the appropriate annuity company twice each month.

7. Other purposes which fall within legal bounds.

J. DIRECT DEPOSIT AVAILABILITY

Employees are required to receive their pay through the District's direct deposit program. Direct deposit notifications will be delivered by the employee's school email account. Paper paystubs shall not be provided.

K. PAY PERIODS AND PAY DATES

1. All Employees' salaries shall be paid on a twelve (12) month basis.

2. Pay dates are the 15th and 30th of each month. If these dates fall on a Saturday or Sunday, payment will be made on Friday.

3. Employees may elect a twenty (20) pay option. Those electing the twenty (20) pay option must complete and submit a written application for same to the Office of the Treasurer not later than August 1st of each year. An Employee electing a twenty (20) pay option remains on that option for the full school year. All deductions, including but not limited to health care premiums and annuity plan contributions for those on a twenty (20) pay option, shall be made over twenty (20) pays. However, an Employee will not be eligible for the twenty (20) pay option in the event she or he is or becomes subject to a court order requiring payroll deductions over a twelve (12) month period.

L. NEW EMPLOYEE ORIENTATION PAY

1. The Superintendent may authorize Employees new to Orange to attend an orientation program.

2. Rate of pay shall be per diem based on the school calendar for the ensuing school year.

M. DETERMINATION OF DAILY RATE

The daily rate of pay (per diem) of each Employee under contract shall be determined by dividing his/her annual rate based on the Employee's step and column placement on the Salary Schedule by the number of workdays in a full school term. The daily rate shall be explained by formula on the salary notification (Form 6000) in June. Form 6000 may be changed for formatting purposes only. Substantive information shall remain the same. The Orange Teachers Association shall be notified when changes are made.

N. SCHOOL YEAR CALENDAR

1. Any change in the length of the school year calendar (185 Employee workdays) shall be cause for the renegotiation of wages in Article XIII (within sixty [60] calendar days). The school year may begin with Convocation Day and/or professional development days. After Convocation Day and the professional development days, there shall be a Teacher Workday that shall have no mandatory meetings during or after the workday. The first day of school for students shall immediately follow the Teacher Workday. The first student day shall not be held on a Monday, where possible. There shall be no other after-school meetings scheduled the first eight (8) workdays of the school year.

2. During the Teacher Workday prior to the start of the student year the Association may schedule such OTA meetings as deemed necessary. The Ice Cream Social will be scheduled outdoors at 3:00 p.m. and will not be scheduled on that Teacher Workday. OTA and the Building Administrator will collaboratively develop guidelines for the event.

3. MHS will have a records day without students in November of each school year. Effective with the 2025-2026 school year, BMS will have a records day without students near the end of the first semester. If the HS does not hold midterm exams a records day will be established at the end of the first semester. The records day will be annually established by the Superintendent after consultation with the OTA President/designee.

4. If the November election day is scheduled on the school calendar as a workday, the day shall be a full professional development workday, if the Board of Elections designates one or more of the school buildings as a polling location. “The professional development may be district wide or building-directed”. “Reasonable efforts will be made to hold the professional development in a location not accessible by individuals visiting the buildings(s) to vote.”

5. The administration shall share with OTA Employees at least two calendar year options for consideration. The option favored by OTA membership shall be recommended to the Board for approval by the administration.

O. SUBSTITUTE PERIODS

1. Employees who do not have a full teaching load in their building may be scheduled, as a specific duty, as a building level substitute during any unassigned time. The Employee's weekly preparation and conference time may be adjusted, but not below 600 minutes, in order to allow for flexibility in assigning sub coverage in the building. As this is a duty assignment, the Employee shall not be compensated for providing substitute coverage.

2. Only in an emergency situation shall related service providers, ~~nurses,~~ interventionists**,** and guidance counselors, be required to serve as a building subtitutes and for no more than ninety minutes (90) per week and at the compensation rate established below.

3. Except for those employees specifically identified in sections 1 and 2 above, employees who do not have any teaching assignments may be utilized as a building sub without compensation but for no more than ninety minutes (90) minutes per week and only in the case of an emergency situation.

4. Except for those employees specifically identified in sections 1 through 3 above, employees can be assigned to provide substitute coverage. Such an Employee has the right to refuse the assigned substitution except in emergency situations. The compensation shall be made on the following schedule: (Form 7600)

Substitute Pay Amount	
Up to 30 minutes	$25.00
31 - 60 minutes	$50.00

5. Regular classroom Employees who take a portion of another regular Employee's students due to the absence of that Employee and the lack of an available substitute, causing the class size to rise above twenty-four (24) students, the regular classroom employee shall be compensated at the substitute rate set forth above.

6. Regular classroom employees who take additional students under Section 6 above shall be released from their next assigned duty. If adequate duty coverage is not available, the principal and employee and will determine their duty-free week.

XV. FRINGE BENEFITS

A. RETIREMENT SEVERANCE PAY

1. Employees who elect to retire and who meet the requirements of the Ohio Revised Code shall be eligible for Retirement Severance Pay. This payment shall be a sum equal to one-fourth of the value of their accrued, but unused, Sick Leave credit not to exceed a maximum payment of one hundred (100) days.

2. In addition, retiring Employees shall receive eight percent (8%) of the sick days accumulated but not used during the Employee's last five years of employment. For example if an Employee during their last five years of employment uses a total of 5 days, the Employee shall receive, in addition to the retirement severance portion set forth above, and an additional (5.6) days of severance pay.

3. Such severance payment shall be computed based on the Employee's daily rate of pay at the time of retirement. Supplementary or overtime pay will not be applicable in figuring this daily rate.

4. The severance payment on this basis shall be understood to eliminate all Sick Leave credit accrued by the Employee.

5. Severance payment for Sick Leave shall be made only once to any Employee and shall be paid within thirty (30) calendar days of receipt of their last payroll check.

6. In the case of the death of an employee in active pay status who would have qualified to retire under STRS eligibility for retirement severance pay as stated in Paragraph A(1) above at the time of their passing, the Retirement Severance Pay shall be made to the employee's designated beneficiary or if no named beneficiary, to the employee's estate.

7. Effective July 1, 2024, an employee retiring effective at the end of the contracted school year will be credited with fifteen (15) days of sick leave accrued at one and one quarter days of sick leave for each month of employment through August of the year of retirement and is entitled to three (3) personal leave days. Any unused personal leave days will be converted to sick leave and added to the employee’s sick leave balance prior to the calculation of severance pay.

8. Effective July 1, 2024, an employee retiring effective at the end of the contracted school year who participates in the district’s health insurance plan is entitled to remain on the plan through August of that year by paying the employee premium.

B. SPECIAL PAY PLAN

All severance payments shall be made in accordance with the following Special Pay Plan. The terms of the Special Pay Plan shall be consistent with and subject to the terms of the Orange City School District Section 403(b) Plan (the “Section 403(b) Plan”). The Severance Pay Deferral Program shall be as follows:

1. “Covered Employees” who are described below shall have their “Special Pay” mandatorily paid as Employer Contributions into a Section 403(b) Plan Provider

Annuity Contract or Custodial Account that has been designed by the retiring employee for that purpose (the "Designated Contract"). Payment of such amounts shall be in lieu of payment of such amounts directly to the retiring Covered Employee; and no retiring Covered Employee shall have the option of receiving payment of such amounts directly in cash.

2. For this purpose, a "Covered Employee" shall be any teacher who is fifty-five (55) years of age or older in the calendar year in which the teacher retires. For teachers who are not Covered Employees, severance payments shall be made in a cash payment directly to the teacher.

3. For this purpose, the term "Special Pay" shall include all of a Covered Employee's accrued but unused sick days that are payable to the Covered Employee on account of retirement.

4. The required contribution to the Special Pay Plan shall be made within the timeframe described above; provided, however, that if the amount payable to the Designated Contract in the calendar year of retirement would exceed the maximum amount that is permitted under the terms of the Section 403(b) Plan and applicable federal income tax law for that calendar year, the remaining amount shall be contributed to the Designated Contract after the first payroll date in January of the next calendar year.

5. The School District shall continue to have authority to continue to approve or disapprove of Section 403(b) Plan Providers. A Covered Employee shall complete any enrollment forms or other forms the Covered Employee may be required to have the Employer Contribution under the Section 403(b) Plan paid on his or her behalf to the Designated Contract; and unless and until a Covered Employee does so, no contribution of severance pay and/or retirement incentive pay shall be made to a Designated Contract on behalf of the Covered Employee.

6. If a Covered Employee is entitled to have a Special Pay contribution paid under the Special Pay Plan to a Designed Contract and dies prior to such contribution being paid to the provider of the Designated Contract, the contribution shall be paid to the surviving spouse of the Covered Employee, if any; and if there is no surviving spouse, it shall be paid to the estate of the deceased Covered Employee.

7. Any teacher who is entitled to severance pay and/or retirement incentive pay who is not a Covered Employee under the Special Pay Plan, will continue to be eligible for any and all severance payments and/or retirement incentive payments.

8. All contributions to the Special Play Plan, and all check payments to teachers, shall be subject to reduction for any tax withholding or other withholding required by law. Neither the Board nor the Orange Teachers Association guarantees any tax results associated with the Special Play Plan or check payments made to a teacher.

9. In the event a teacher is not a Covered Employee under the Special Play Plan and dies, the severance pay shall be paid to the surviving spouse of the teacher, if any; and if there is no surviving spouse, to the deceased teacher's estate.

C. INSURANCES

1. The Orange Board of Education will make available single or family coverage for each of the listed insurances. To be eligible for the insurance coverages, the Employee must hold either a Limited or Continuing Contract. Enrollment in these insurance programs is not automatic and it shall be the responsibility of each Employee to initiate enrollment within thirty (30) calendar days of the beginning of the employment contract.

2. The Board may change carrier(s) of any of the insurance programs contained herein provided that such coverage and services shall not be less than the coverages provided by the present carrier(s) as of the effective date of this contract. The Orange Teachers Association shall be notified in writing thirty calendar days in advance of any proposed change in carrier(s).

3. Preexisting conditions shall not be excluded from coverage with a change in carriers.

4. Dependent coverages shall include children to age twenty-six (26) for Hospital/Medical-Surgical/Major Medical, Vision Care and Dental Care.

5. Hospitalization Medical-Surgical/Major Medical

   Full-time Employees electing to enroll in medical insurance programs will contribute 15% of the monthly premium cost of the health insurance plan.

   Part-time Employees of the bargaining unit who work at least half time or more shall be eligible to have fringe benefits as listed below:

0 - 49%	No Benefits
50-99%	75% of cost paid by Board

The standard medical plan shall be offered, with a $20 co-pay per office visit (any wellness visit or preventative service will be covered at 100% with no co-pays); a $100 emergency room co-pay (co-pay waived if admitted to hospital); $200 single network deductible/$400 family network deductible; 90% network co-pay with annual co-insurance of $500/$1000 (not including deductibles and a $400 single out of network deductible/$800 family out of network deductible; 70% out of network co-pay with annual co-insurance of $1000/$2000 (not including deductibles). The Plan Summary is found in Appendix D.

In addition to the standard plan design referenced above, the Board shall offer the following plans:

6. A minimum value, high deductible plan with a 15% cost to the employee for premiums. The plan provides in-network deductibles of $8,150 single and $16,300 family. Such plan, herein referred to as the Wellness Plan, is designed by the Suburban Health Consortium to focus on employee wellness with the intent to offer lower premiums, with higher deductibles and co-pays, also at a cost of 15% to the employee for premiums.

7. Spousal Coverage:

a. If an employee's spouse is eligible to participate, as a current employee or in their current enterprise or retiree, in group health insurance and/or prescription drug insurance sponsored by his/her employer, enterprise or any public or private retirement plan, the spouse is not eligible to enroll for coverage under the Orange medical plan unless he or she enrolls in such other group insurance coverage.

b. The requirement does not apply to any spouse who works less than 30 hours per week AND is required to pay more than 50% of the single premium to participate in the employer's group health insurance coverage and/or prescription drug insurance coverage. This requirement also does not apply to any spouse who is a retiree under a public retirement plan and enrolled in Medicare coverage.

c. Upon the spouse's enrollment in any such employer (or public retirement plan) sponsored group insurance coverage, that coverage will become the primary payer of benefits and the coverage sponsored by the Board will become the secondary payer of benefits. In other words, as secondary payer the Orange medical plan will cover eligible expenses not covered by the primary coverage of the spouse.

i. Members who were hired to start before the first employee workday of the 2018-2019 school year are eligible to receive reimbursement for gaps in coverage between the spouse's primary health plan and orange's secondary medical insurance plan (subscribers liability). The Gap Coverage Reimbursement Form (Form 4000) found in Appendix B must be submitted to Human Resources Department along with appropriate signatures and documentation.

ii. Members must present documentation of costs incurred by the employee's spouse in order to be eligible for reimbursement.

iii. Reimbursements shall be paid once per quarter of the fiscal year.

d. Any spouse who fails to enroll in any group insurance coverage sponsored by the spouse's employer, or any public or private retirement plan, as required by this Section, shall be ineligible for benefits under the group insurance coverage sponsored by the Board of Education. Note: If a spouse's only option is a "high deductible health care plan" ("HDHP") that is qualified to be used in conjunction with an HSA, then the spouse will be granted a waiver to stay on the Orange plan without taking the HDHP coverage. But the waiver is available only if the HDHP is the ONLY plan offered to the spouse.

e. Every employee whose spouse participates in the Board's group health insurance coverage and/or prescription drug insurance coverage shall complete and submit to the Board, upon request, a written certification verifying whether his/her spouse is eligible to participate in group health insurance coverage and/or prescription drug insurance coverage

sponsored by the spouse's employer, enterprise or any public or private retirement plan. If any employee fails to complete and submit the certification form by the required date, such employee's spouse will be removed immediately from all health and prescription drug insurance coverage sponsored by the Board. Additional documentation may be required.

f. An employee who submits false information or fails to timely advise the Board of a change in the spouse's eligibility for employer, enterprise or retirement plan sponsored group health insurance and prescription drug insurance and such false information, or such failure results in the Board providing benefits to which the spouse is not entitled, the employee will be personally liable to the Board for reimbursement of benefits and expenses, including attorneys' fees and costs, incurred by the Board. Any amount to be reimbursed by the employee may be deducted from the benefits to which the employee would otherwise be entitled. In addition, the employees' spouse will be terminated immediately from group health insurance and/or prescription drug coverage under the plan. If the employee submits false information, the employee may be subject to disciplinary action by the Board, up to and including termination of employment.

g. The Board will reimburse the spouse of the Employee who is required, under this program, to obtain their own medical insurance up to $125 per month for the expense incurred by the spouse in obtaining such coverage. The spouse shall provide appropriate evidence, through pay stubs or other documentation, of their payment of monies to secure single coverage from their employer, retirement provider, or another source. Employees hired after August 1, 2024 will not be eligible for reimbursement.

8. Prescription Drug Plan

Deductibles of $10 Generic / $20 Brand / $40 Non-Formulary. Employees electing prescription drug coverage shall pay, by payroll deduction, 15% of the monthly premium cost.

9. Vision Plan

The plan summary is found in Appendix D.

Employees electing vision coverage shall pay, via payroll deduction, 15% of the monthly premium.

10. Dental Care

a. The calendar year maximum will be $5,000. Employees electing dental coverage shall pay, via payroll deduction, 15% of the monthly premium. The plan provides for the following UCR services:

i. Class I - 100% paid, exams twice per calendar year, cleaning, certain lab tests, and emergency treatments.

ii. Class II - $25 individual deductible/$50 family deductible, pays 80% of UCR charges for fillings, root canals, gum disease, repair of bridgework and dentures, extractions and oral surgery anesthesia if medically necessary.

iii. Class III - Deductible in Class II, pays 60% of UCR charges for inlays, on lays or crown restorations, initial bridgework, installation of partial or full dentures, replacement of existing bridgework or dentures (see booklet for limitations).

b. In addition to the regular dental plan an orthodonture coverage provides a lifetime individual maximum of $5,000 calculated at 60% coverage of UCR claims related to the orthodonture procedures.

11. Hearing Coverage. The Board shall provide coverage for hearing with the benefits described in the attached Appendix D at no cost to the employee.

12. Life Insurance and AD and D Coverage

The Board shall provide a term life insurance policy equal to $100,000 per bargaining unit employee. Each individual will also have accidental death and dismemberment coverage which will be calculated at double the amount of the basic coverage.

13. Health Reimbursement Account

a. The District shall offer bargaining unit members enrolled in the Standard Plan referenced above a Health Reimbursement Account (HRA).

b. The HRA Plan will run on a calendar year basis thereafter (the "HRA Plan Year").

c. The HRA shall be funded, as needed, by the district to cover eligible members' unreimbursed co-insurance costs incurred during that HRA plan year in an amount not to exceed the out of pocket maximum for co-insurance per year (currently $500 for Single Coverage and $1,000 for Family Coverage)

14. 125 FLEXIBLE BENEFITS PLAN (FLEX PRO)

The Employee has the option to participate in the 125 Flexible Benefits Plan.

This program allows the Employee to participate in:

a. Premium Pass Through of Employee contributions for Insurances

b. Medical Reimbursement up to federally approved maximums

c. Dependent Care Reimbursement up to federally approved maximums

15. There is an open enrollment period and adjustment period on the calendar year. Information is available in the Human Resources Department.

16. Up to $500 remaining in the medical reimbursement accounts at the end of a plan year can be rolled into the next plan year (per IRS regulations). Anything above $500 is lost. This provision does not apply to Dependent Care Reimbursement.

    Should the IRS increase the amount permitted to be rolled into the next year the new amount will be applied to this plan under IRS regulations.

D. OHIO WORKERS' COMPENSATION

1. Employees are protected under the State Workers' Compensation Act of Ohio in cases of injury or death incurred in the course of and arising out of their employment.

2. An Employee's application for this compensation must be filed by the attending physician within thirty (30) calendar days after the injury.

3. Each Employee must report in writing any accident on the day of the accident or as soon as possible thereafter. A regular form for this report may be obtained in the office of each building. (Form No. 9100) This form must then be turned in to the Superintendent.

4. Any deviation from this procedure may result in loss of compensation.

E. TUITION FREE ENROLLMENT

1. Provided that the program is offered by the Orange City School District or through a consortium program of which the District is a member, the Board will enroll children of unit members employed by the Orange City School District who reside in another district in grades K-12 free of tuition costs. These children will continue to receive tuition free enrollment until the date of that child's graduation. Subject to the proviso above, these children will receive the full services offered by the Orange City Schools (except transportation to and from school). Children must be reenrolled on a yearly basis by completing Form 9200a by August 1st of each year. This reenrollment is based on state law and Board Policy and enables the Board to plan staff and assignments without last minute changes. See Tuition Enrollment Form No. 9200a at end of Agreement.

2. This option shall not be available to Employees initially hired on and after the first Employee workday of the 2009-10 school year.

3. Subject to the foregoing, children of Employees employed before the first Employee workday of the 2009-10 school year may attend Orange Schools on a tuition-free basis.

XVI. OPEN HOUSE

A. Open House is a school function that is a part of each Employee's job responsibility. It is an opportunity for furthering school/community relations. Open House should convey the "everyday" school image with normal display of student work. It allows Employees to present themselves, a general description of classroom procedures, expectations, and programs. Any discussion of individual student needs shall be arranged at a later date.

B. Employees shall have input into the planning and evaluation of Open House activities at the building level through a committee.

C. Open House will be held within the first two (2) weeks of school and will begin no earlier than 6:00 p.m. and end no later than 7:15 p.m.

XVII. PARENT-TEACHER CONFERENCES

A. Parent-teacher conferences, without students present, will be held pre-K through 12, virtually and in-person, on the Monday and/or Tuesday immediately preceding the Thanksgiving holiday break.

B. Conferences will be scheduled at OIP, MHS, BMS and OHS from 12:00 p.m. until 7:45 p.m. on Monday, inclusive of a thirty (30) minute uninterrupted lunch break prior to 12:00 p.m., a ten (10) minute break before dinner, and a one-hour dinner break. Teachers will prepare for conferences between 8:15 a.m. and 12:00 p.m.

C. Conferences will be scheduled at OIP, MHS and BMS on Tuesday from 8:00 a.m. until 12:00 p.m.

D. District and/or building designed professional development will be scheduled for OHS staff on Tuesday from 8:00 a.m. until 12:00 p.m.

E. Teachers will not be in attendance Wednesday through Friday of the week of Thanksgiving.

XVIII. SPECIAL COMMITTEES

A. Joint Special Education Committee (JSEC)

The JSEC shall be co-chaired by a representative of the OTA and administration. OTA representative(s) will be selected by the OTA president, and administrative representative(s) as selected by the Director of Student Services. The Committee chairs may collaboratively invite additional individuals to attend meetings as needed. The committee's main function shall be to discuss relevant matters regarding special education programming and services. Individual student needs shall be addressed through the IEP team. The JSEC will collaboratively develop its own agenda and shall meet regularly but not less than three times per academic year.

B. LPDC

The number of Administrator and teacher members of LPDC shall be four teachers appointed by the Association President and three administrators appointed by the Superintendent. All members of the LPDC Committee shall receive a supplemental contract equal to five (5) percent of the base salary identified within the collective bargaining agreement.

XIX. STUDENT DISCIPLINE

A. Threatening behavior consisting of any words or deeds that intimidate a staff member or cause anxiety concerning their physical well-being is strictly forbidden. Any student, parent, visitor, staff member, or agent of this Board who is found to have threatened a member of the staff will be subject to discipline and/or possibly reported to the proper authorities

B. If a student is removed from a classroom for behavior which seriously disrupts the educational environment, the Employee shall receive an update of the investigation and written notice of the disposition of the referral from the responsible administrator within two schooldays of the completion of the investigation.

C. All cases of assault and property damage by pupils against staff of the Orange Schools shall be considered for appropriate disciplinary action.

D. All serious cases of verbal or written threat of physical harm to the Employee, Employee's family, members of the Employee's property or physical assault against any Orange Employee shall be reported immediately to the principal. The assaulted person and principal will discuss further action to be taken. Every case of intentional physical assault and/or verbal threat against any Orange Employee shall be referred to the Director of Human Resources/designee.

E. The supervisor/principal and the Director of Human Resources/designee shall meet with the member to discuss the alleged violation of subsection A and/or D above. Where appropriate, the student shall be removed from the Employee's class in accordance with the emergency removal provisions of the conduct code. Following completion of his/her investigation, the principal shall provide a written summary of the reported incidents to the member and to the Director of Human Resources/designee within 24 hours. The summary shall include the results of the investigation, the disciplinary actions taken, if any, and the plan to prevent and protect from further harm, if any.

F. Subject to the requirements of State and Federal law, no student who has been subject to emergency removal from an Employee's class for the reasons here listed shall be returned to the room of the complainant Employee until a conference is conducted involving the Employee, the building principal or designee, the Director of Human Resources or designee, and an OTA representative. At that conference the administration and Employee shall discuss the reasons for acting to return the student to the classroom.

XX. EMERGENCY CLOSING OF SCHOOL

A. WEATHER CONDITIONS

1. Employees are expected to report to their normal assignment unless notified by the building calling system activated by the Principal. The calling system would be used when street conditions are hazardous and our buses are not permitted on the roads or if the campus roadways and parking areas are impassable.

2. An exception to this procedure would be if the Employee lives in an area where the conditions are hazardous. That person would not be expected to report to his assignment until such conditions have improved. It is the responsibility of the

Employee to immediately report such hazardous conditions to his building Principal.

B. OTHER THAN WEATHER CONDITIONS

If hazardous conditions do not exist and school is closed due to the mechanical failure of the buses, driver-related difficulties, or individual building problems, all Employees are expected to report to work as usual unless otherwise notified.

C. BUILDING CALLING SYSTEM

It is the responsibility of each building Principal to establish a calling system to clearly verify school closing for all Employees within the building.

XXI. CONTRACT MAINTENANCE

G. WAIVER OF NEGOTIATIONS

This Contract constitutes the entire contract between the parties and it supersedes all prior and contemporaneous understandings (written or oral) not specifically incorporated herein. No change in a specific term of this Contract shall be made during the life of this Contract except by mutual agreement.

H. NO STRIKE CLAUSE

The Association and any and all of its Employees shall not cause, engage in, or sanction any strike, slowdown, or any other such concerted action for the term of this Agreement.

I. ENTIRE AGREEMENT CLAUSE

This Contract supersedes and cancels all previous agreements, verbal or written or based on alleged past practices between the Board and the Association, and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

J. EQUAL OPPORTUNITY CLAUSE

The Board is an equal opportunity employer and will continue to abide by all state and federal equal employment laws. Likewise, the Association will continue to abide by all state and federal equal employment laws.

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities.

Board of Education is committed to advancing the District's ongoing commitment to embrace diversity, equity, inclusion, and social justice initiatives among students, staff, and our community

K. CONFLICT WITH LAW

If either party to this contract believes that a provision of this Contract, an application of the provisions of this Contract or an agreement reached under its terms is in conflict with Federal or State law, regulation, or court order, then the parties to this Contract shall meet within sixty (60) calendar days after one party provides written notice to the other party of the potential conflict to determine whether there is a conflict, how this Contract is affected and to negotiate a resolution of any conflict that may exist. If the parties fail to reach agreement over the affected provision thirty (30) days after the initial bargaining session, the mutually agreed upon dispute resolution procedure (MAD) found in Article II of this Agreement shall be utilized to resolve the dispute. No conflict with any law shall affect the validity of any other provision of this Contract and all such other provisions shall remain in full force and effect as though no conflict existed.

L. DURATION OF CONTRACT

This contract shall become effective July 1, 2024 and shall continue in full force and effect until June 30, 2027.

An updated version of this contract with all amendments incorporated will be distributed to all Employees and administrative staff within forty-five (45) calendar days following ratification by the parties. The distribution of this contract shall be sent to all bargaining unit employees via their school email and it shall also be made accessible on the school district network.

M. FORMS

Any modifications, addition, or deletions, to the forms in this contract shall be done by mutual agreement of the Superintendent and the President and Vice President of the Orange Teachers Association. The forms will be converted to digital forms.

N. SPECIAL EDUCATION

The Association and Board recognize that State and Federal statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not disabled by providing a special education, related services and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the Association and Board acknowledge that the needs of each individual disabled student will dictate the environment in which that child is educated and that each student's educational plan will be developed and implemented in accordance with the student's individual special needs.

The following hereby attest that this Agreement constitutes a legally binding contract for the period of July 1, 2024, through June 30, 2027.

Orange Board of Education	*Orange Administrative Team*	*Orange Teachers Association*
	Brian D. Staub	

APPENDICES

A. SALARY SCHEDULES

B. FORMS

C. NON - OTES EVALUATIONS

D. INSURANCE SUMMARIES

APPENDIX A

SALARY SCHEDULES AND ATHLETIC AND CO-CURRICULAR SUPPLEMENTALS

TEACHERS SALARY			SCHEDULE 2024-2025					
BASE SALARY			**$54,269**			**2.0%** Increase		
BA to BA+15			**$600**	Increment				
MA to MA+15			**$1,000**	Increment				
MA+15 to MA+30			**$1,000**	Increment				
MA+30 to PhD			**$1,000**	Increment				
STEP	**BA**	**INDEX**	**BA+15**	**MA**	**INDEX**	**MA+15**	**MA+30**	**PHD**
A	$ 48,842	0.900	$ 49,442	$54,269	**1.000**	$55,269	$56,269	$57,269
B	$ 49,928	0.920	$ 50,528	$55,571	1.024	$56,571	$57,571	$58,571
C	$ 51,013	0.940	$ 51,613	$56,657	1.044	$57,657	$58,657	$59,657
D	$ 52,098	0.960	$ 52,698	$57,742	1.064	$58,742	$59,742	$60,742
E	$ 53,184	0.980	$ 53,784	$58,828	1.084	$59,828	$60,828	$61,828
1	$ 54,269	1.000	$ 54,869	$59,913	1.104	$60,913	$61,913	$62,913
2	$ 56,982	1.050	$ 57,582	$63,386	1.168	$64,386	$65,386	$66,386
3	$ 59,696	1.100	$ 60,296	$66,859	1.232	$67,859	$68,859	$69,859
4	$ 62,409	1.150	$ 63,009	$70,333	1.296	$71,333	$72,333	$73,333
5	$ 65,123	1.200	$ 65,723	$73,806	1.360	$74,806	$75,806	$76,806
6	$ 67,836	1.250	$ 68,436	$77,279	1.424	$78,279	$79,279	$80,279
7	$ 70,550	1.300	$ 71,150	$80,752	1.488	$81,752	$82,752	$83,752
8	$ 73,263	1.350	$ 73,863	$84,226	1.552	$85,226	$86,226	$87,226
9	$ 75,977	1.400	$ 76,577	$87,699	1.616	$88,699	$89,699	$90,699
10	$ 78,690	1.450	$ 79,290	$91,172	1.680	$92,172	$93,172	$94,172
11	$ 81,404	1.500	$ 82,004	$94,645	1.744	$95,645	$96,645	$97,645
12	$ 84,117	1.550	$ 84,717	$98,118	1.808	$99,118	$100,118	$101,118
13	$ 86,830	1.600	$ 87,430	$101,592	1.872	$102,592	$103,592	$104,592
14	$ 89,544	1.650	$ 90,144	$105,065	1.936	$106,065	$107,065	$108,065
15	$ 92,257	1.700	$ 92,857	$108,538	2.000	$109,538	$110,538	$111,538
16	$ 92,257	1.700	$ 92,857	$109,352	2.015	$110,352	$111,352	$112,352
17	$ 92,257	1.700	$ 92,857	$110,166	2.030	$111,166	$112,166	$113,166
18	$ 92,257	1.700	$ 92,857	$111,794	2.060	$112,794	$113,794	$114,794
19	$ 92,257	1.700	$ 92,857	$112,608	2.075	$113,608	$114,608	$115,608
20	$ 92,257	1.700	$ 92,857	$113,422	2.090	$114,422	$115,422	$116,422
21	$ 92,257	1.700	$ 92,857	$113,965	2.100	$114,965	$115,965	$116,965
22	$ 92,257	1.700	$ 92,857	$114,508	2.110	$115,508	$116,508	$117,508
23	$ 92,257	1.700	$ 92,857	$115,050	2.120	$116,050	$117,050	$118,050
24	$ 92,257	1.700	$ 92,857	$115,593	2.130	$116,593	$117,593	$118,593
25	$ 92,257	1.700	$ 92,857	$116,136	2.140	$117,136	$118,136	$119,136
26	$ 92,800	1.710	$ 93,400	$116,950	2.155	$117,950	$118,950	$119,950
27	$ 93,343	1.720	$ 93,943	$117,764	2.170	$118,764	$119,764	$120,764
28	$ 93,885	1.730	$ 94,485	$118,849	2.190	$119,849	$120,849	$121,849
29	$ 94,428	1.740	$ 95,028	$119,392	2.200	$120,392	$121,392	$122,392
30	$ 94,971	1.750	$ 95,571	$119,935	2.210	$120,935	$121,935	$122,935

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TEACHERS SALARY			SCHEDULE 2025-2026					
BASE SALARY			**$55,354**			**2.0%** Increase		
BA to BA+15			**$600**	Increment				
MA to MA+15			**$1,000**	Increment				
MA+15 to MA+30			**$1,000**	Increment				
MA+30 to PhD			**$1,000**	Increment				
STEP	**BA**	**INDEX**	**BA+15**	**MA**	**INDEX**	**MA+15**	**MA+30**	**PHD**
A	$ 49,819	0.900	$ 50,419	$55,354	**1.000**	$56,354	$57,354	$58,354
B	$ 50,926	0.920	$ 51,526	$56,683	1.024	$57,683	$58,683	$59,683
C	$ 52,033	0.940	$ 52,633	$57,790	1.044	$58,790	$59,790	$60,790
D	$ 53,140	0.960	$ 53,740	$58,897	1.064	$59,897	$60,897	$61,897
E	$ 54,247	0.980	$ 54,847	$60,004	1.084	$61,004	$62,004	$63,004
1	$ 55,354	1.000	$ 55,954	$61,111	1.104	$62,111	$63,111	$64,111
2	$ 58,122	1.050	$ 58,722	$64,654	1.168	$65,654	$66,654	$67,654
3	$ 60,890	1.100	$ 61,490	$68,197	1.232	$69,197	$70,197	$71,197
4	$ 63,658	1.150	$ 64,258	$71,739	1.296	$72,739	$73,739	$74,739
5	$ 66,425	1.200	$ 67,025	$75,282	1.360	$76,282	$77,282	$78,282
6	$ 69,193	1.250	$ 69,793	$78,825	1.424	$79,825	$80,825	$81,825
7	$ 71,961	1.300	$ 72,561	$82,367	1.488	$83,367	$84,367	$85,367
8	$ 74,728	1.350	$ 75,328	$85,910	1.552	$86,910	$87,910	$88,910
9	$ 77,496	1.400	$ 78,096	$89,453	1.616	$90,453	$91,453	$92,453
10	$ 80,264	1.450	$ 80,864	$92,995	1.680	$93,995	$94,995	$95,995
11	$ 83,032	1.500	$ 83,632	$96,538	1.744	$97,538	$98,538	$99,538
12	$ 85,799	1.550	$ 86,399	$100,081	1.808	$101,081	$102,081	$103,081
13	$ 88,567	1.600	$ 89,167	$103,623	1.872	$104,623	$105,623	$106,623
14	$ 91,335	1.650	$ 91,935	$107,166	1.936	$108,166	$109,166	$110,166
15	$ 94,103	1.700	$ 94,703	$110,709	2.000	$111,709	$112,709	$113,709
16	$ 94,103	1.700	$ 94,703	$111,539	2.015	$112,539	$113,539	$114,539
17	$ 94,103	1.700	$ 94,703	$112,369	2.030	$113,369	$114,369	$115,369
18	$ 94,103	1.700	$ 94,703	$114,030	2.060	$115,030	$116,030	$117,030
19	$ 94,103	1.700	$ 94,703	$114,860	2.075	$115,860	$116,860	$117,860
20	$ 94,103	1.700	$ 94,703	$115,691	2.090	$116,691	$117,691	$118,691
21	$ 94,103	1.700	$ 94,703	$116,244	2.100	$117,244	$118,244	$119,244
22	$ 94,103	1.700	$ 94,703	$116,798	2.110	$117,798	$118,798	$119,798
23	$ 94,103	1.700	$ 94,703	$117,351	2.120	$118,351	$119,351	$120,351
24	$ 94,103	1.700	$ 94,703	$117,905	2.130	$118,905	$119,905	$120,905
25	$ 94,103	1.700	$ 94,703	$118,458	2.140	$119,458	$120,458	$121,458
26	$ 94,656	1.710	$ 95,256	$119,289	2.155	$120,289	$121,289	$122,289
27	$ 95,210	1.720	$ 95,810	$120,119	2.170	$121,119	$122,119	$123,119
28	$ 95,763	1.730	$ 96,363	$121,226	2.190	$122,226	$123,226	$124,226
29	$ 96,317	1.740	$ 96,917	$121,780	2.200	$122,780	$123,780	$124,780
30	$ 96,870	1.750	$ 97,470	$122,333	2.210	$123,333	$124,333	$125,333

A-2

TEACHERS SALARY			SCHEDULE 2026-2027					
BASE SALARY			**$56,462**			**2.0%** Increase		
BA to BA+15			**$600**	Increment				
MA to MA+15			**$1,000**	Increment				
MA+15 to MA+30			**$1,000**	Increment				
MA+30 to PhD			**$1,000**	Increment				
STEP	**BA**	**INDEX**	**BA+15**	**MA**	**INDEX**	**MA+15**	**MA+30**	**PHD**
A	$ 50,815	0.900	$ 51,415	$56,462	**1.000**	$57,462	$58,462	$59,462
B	$ 51,945	0.920	$ 52,545	$57,817	1.024	$58,817	$59,817	$60,817
C	$ 53,074	0.940	$ 53,674	$58,946	1.044	$59,946	$60,946	$61,946
D	$ 54,203	0.960	$ 54,803	$60,075	1.064	$61,075	$62,075	$63,075
E	$ 55,332	0.980	$ 55,932	$61,204	1.084	$62,204	$63,204	$64,204
1	$ 56,462	1.000	$ 57,062	$62,334	1.104	$63,334	$64,334	$65,334
2	$ 59,285	1.050	$ 59,885	$65,947	1.168	$66,947	$67,947	$68,947
3	$ 62,108	1.100	$ 62,708	$69,561	1.232	$70,561	$71,561	$72,561
4	$ 64,931	1.150	$ 65,531	$73,174	1.296	$74,174	$75,174	$76,174
5	$ 67,754	1.200	$ 68,354	$76,788	1.360	$77,788	$78,788	$79,788
6	$ 70,577	1.250	$ 71,177	$80,401	1.424	$81,401	$82,401	$83,401
7	$ 73,400	1.300	$ 74,000	$84,015	1.488	$85,015	$86,015	$87,015
8	$ 76,223	1.350	$ 76,823	$87,628	1.552	$88,628	$89,628	$90,628
9	$ 79,046	1.400	$ 79,646	$91,242	1.616	$92,242	$93,242	$94,242
10	$ 81,869	1.450	$ 82,469	$94,855	1.680	$95,855	$96,855	$97,855
11	$ 84,692	1.500	$ 85,292	$98,469	1.744	$99,469	$100,469	$101,469
12	$ 87,515	1.550	$ 88,115	$102,082	1.808	$103,082	$104,082	$105,082
13	$ 90,338	1.600	$ 90,938	$105,696	1.872	$106,696	$107,696	$108,696
14	$ 93,161	1.650	$ 93,761	$109,309	1.936	$110,309	$111,309	$112,309
15	$ 95,985	1.700	$ 96,585	$112,923	2.000	$113,923	$114,923	$115,923
16	$ 95,985	1.700	$ 96,585	$113,770	2.015	$114,770	$115,770	$116,770
17	$ 95,985	1.700	$ 96,585	$114,617	2.030	$115,617	$116,617	$117,617
18	$ 95,985	1.700	$ 96,585	$116,311	2.060	$117,311	$118,311	$119,311
19	$ 95,985	1.700	$ 96,585	$117,158	2.075	$118,158	$119,158	$120,158
20	$ 95,985	1.700	$ 96,585	$118,005	2.090	$119,005	$120,005	$121,005
21	$ 95,985	1.700	$ 96,585	$118,569	2.100	$119,569	$120,569	$121,569
22	$ 95,985	1.700	$ 96,585	$119,134	2.110	$120,134	$121,134	$122,134
23	$ 95,985	1.700	$ 96,585	$119,698	2.120	$120,698	$121,698	$122,698
24	$ 95,985	1.700	$ 96,585	$120,263	2.130	$121,263	$122,263	$123,263
25	$ 95,985	1.700	$ 96,585	$120,828	2.140	$121,828	$122,828	$123,828
26	$ 96,549	1.710	$ 97,149	$121,675	2.155	$122,675	$123,675	$124,675
27	$ 97,114	1.720	$ 97,714	$122,521	2.170	$123,521	$124,521	$125,521
28	$ 97,678	1.730	$ 98,278	$123,651	2.190	$124,651	$125,651	$126,651
29	$ 98,243	1.740	$ 98,843	$124,215	2.200	$125,215	$126,215	$127,215
30	$ 98,808	1.750	$ 99,408	$124,780	2.210	$125,780	$126,780	$127,780

Athletic and Co-Curricular Supplementals

Off Season Supplemental Contracts – Award ONE per sport to each head coach in the amount of 2% (only for sports requiring off season coaching). Additional off-season positions added as approved by the Athletic Director will be paid 1.4% each.

Boys Sports	Salary %	Girls Sports	Salary %
Baseball Varsity Head	13.0	Basketball Varsity Head	14.0
Baseball Assistant	9.5	Basketball Assistant	9.5
Baseball MS Head	7.5	Basketball MS	8.0
Baseball MS Assistant	6.5	Basketball MS Assistant	6.5
Basketball Varsity Head	14.0	Cheerleaders Varsity Head	9.5
Basketball Assistant	9.5	Cheerleaders Assistant	5.5
Basketball MS Head	8.0	Cheerleaders MS Head	6.0
Basketball MS Assistant	6.5	Cheerleaders MS Assistant	3.5
Football Varsity Head	16.0	Cheerleaders Varsity Head Winter	11.0
Football Varsity Coordinator	2.0	Cheerleaders Assistant Winter	6.5
Football Assistant	11.0	Field Hockey Varsity Head	10.0
Football MS Head	10.0	Field Hockey Assistant	7.5
Football MS Assistant	8.0	Golf Varsity Head	9.5
Golf Varsity Head	9.5	Golf Assistant	7.0
Golf Assistant	7.0	Gymnastics Varsity Head	9.5
Ice Hockey Varsity Head	12.5	Gymnastics Asst	7.0
Ice Hockey Assistant	9.5	Lacrosse Varsity Head	13.0
Indoor Track	2.0	Lacrosse Assistant	9.0
Indoor Track Assistant	1.0	Soccer Varsity Head	13.0
Lacrosse Varsity Head	13.0	Soccer Assistant	9.5
Lacrosse Assistant	9.0	Soccer MS	7.5
Soccer Varsity Head	13.0	Soccer MS Assistant	6.5
Soccer Assistant	9.5	Softball Head	13.0
Soccer MS	7.5	Softball Asst	9.5
Soccer MS Assistant	6.5	Softball MS	7.5
Tennis Varsity Head	9.5	Softball MS Assistant	6.5
Tennis Assistant	7.0	Tennis Varsity Head	9.5
Track MS	7.5	Tennis Assistant	7.0
Track MS Asst	6.5	Track MS	7.5
Track and Field Head Girls Only**	13.0	Track MS Asst	6.5
Track and Field Head Boys Only**	13.0	Volleyball Varsity Head	13.0
Wrestling Varsity Head	14.0	Volleyball Assistant	9.5
Wrestling Assistant	9.5	Volleyball MS Head	7.5
Wrestling MS Head	10.0	Volleyball MS Assistant	6.5
Wrestling MS Assistant	8.0		

Athletic and Co-Curricular Supplementals

			Co-Ed Sports	
			Cross Country Head	9.5
			Cross Country Asst	7.0
Weight Rm. (per 40 hrs) Out of Season	1.3	*	Cross Country MS	7.5
BMS Athletic Director	18.0	*	Cross Country MS Assistant	5.5
Athletic Trainer Summer Stipend	7.0	*	Swimming Head	16.0
Faculty Manager	18.0	*	Swimming Asst	9.5
Pool Maintenance	15.0	*	Swimming MS Head	7.5
			Swimming MS Asst	6.5
			Track and Field Head	16.0
Brady Middle School Coaches			Track and Field Asst.	9.5

$300 Stipend after 3 consecutive seasons in same position

**If Track and Field has a Co-Ed Head Coach, then the Girls Only and Boys Only Track and Field positions will not be available.

A-5

Orange High School

OHS No Place for Hate	4	*	OHS Marching/Concert Band Director	16	*
OHS Academic Challenge	5	*	OHS Marching/Concert Band Asst	12	*
OHS Advance String Ensemble	4	*	OHS Marching Band Dir Summer	5.7	
OHS Auditorium Coordinator	4	*	OHS Marching Band Asst Summer	3	
OHS Amnesty International	2	*	OHS Marching Band Medical Summer	2	
OHS Calligrapher	1	*	OHS Mock Trial Advisor	8	*
OHS Choral Music Director	7.5	*	OHS Mock Trial Assistant (3)	4	*
OHS Class Advisor 9	3	*	OHS National Honor Society Advisor	4	*
OHS Class Advisor 10	3	*	OHS Nothing But Treble	5.5	*
OHS Class Advisor 11 (incl Prom)	7	*	OHS Orchestra Director	7.5	*
OHS Class Advisor 12	4.5	*	OHS Outlook Advisor	8.7	*
OHS Debate	6	*	OHS Outlook Financial Advisor	2.5	*
OHS - Department Head - Guidance	5.75	*	OHS Outstanding Minority Achievers	3.7	*
OHS - Department Head - Industrial Arts	5.75	*	OHS Project Support	4	*
OHS - Department Head - World Language	5.75	*	OHS Red Cross Advisor	2	*
OHS - Department Head - Special Ed	5.75	*	OHS Robotics Asst	6	*
OHS - Department Head - English	5.75	*	OHS ROX Advisor	3.7	*
OHS - Department Head - Social Studies	5.75	*	OHS SADD Advisor	2	*
OHS - Department Head - Science	5.75	*	OHS Senior Project Advisor	20	*
OHS - Department Head - Math	5.75	*	OHS Senior Review Committee (20)	0.4	*
OHS - Department Rep. - Health/Phys. Ed.	5.75	*	OHS Sister to Sister	3.7	*
OHS - Department Rep. - Art	5.75	*	OHS Spirit Club Advisor	3	*
OHS Environmental Club	3.2	*	OHS Spring Musical Choreographer	3.5	
OHS Fall Play Director	8		OHS Spring Musical Director	9	
OHS Fall Play Assistant Director	2		OHS Spring Musical Assistant Dir	2	
OHS Fall Play Tech Director	5.3		OHS Spring Musical Orchestra Dir	5	
OHS Future Problem Solvers	2	*	OHS Spring Musical Tech Director	5.3	
OHS Gay Straight Alliance	2	*	OHS Spring Musical Vocal Director	5	
OHS We Connect Coordinator and Advisor	2	*	OHS Student Government Assoc	6	*
OHS We Connect Advisor (3)	1	*	OHS Thespians Advisor	3.2	*
OHS International Advisor	2	*	OHS Unity and Diversity	3.7	*
OHS Jazz Band Director	8	*	OHS Vision Club	5.5	*
OHS Jazz Choir Director	8	*	OHS Yearbook Financial Advisor	2.5	*
OHS JCOWA	7.5	*			
OHS JCOWA Asst	3.5	*			
OHS Key Club	5.3	*			
OHS Club Advisor - Israel Culture	2	*			
OHS Club Advisor - Spanish Club	2	*			
OHS Club Advisor - French Club	2	*			
OHS Club Advisor - Latin Club	2	*			
OHS Club Advisor - Asian Culture	2	*			
OHS Club Advisor - African American Culture	2	*			
OHS Lionette Head	11				
OHS Lionette Band Camp	3				
OHS Lionette Spring	2				
OHS Male Minority Leaders	3.7	*			

* Indicates that payment will be stretched throughout the year, otherwise it will be a lump sum payment.

2024-2025 Supplemental Job Posting
Salary % of Base - B Step1

Brady Middle School		
BMS After School Choir	2	*
BMS Builders Club	2	*
BMS Challenge Day Coordinator	2.5	*
BMS Coding Club	2	*
BMS Compass Club	2	*
BMS Debate Club	2	*
BMS Culture Club	2	*
BMS Environ. Educ Director 2 Camps	5	*
BMS Environ. Educ Nurse (2)	1.55	
BMS Female Leadership Club	2	*
BMS Intramural 7th/8th Basketball (1 each grade)	1.5	
BMS Intramural 6th Wrestling	2.2	
BMS Intramural Soccer	2.2	
BMS Intramural Basketball 6th Gr.	2.2	
BMS Intramural Volleyball 6th Gr.	2.2	
BMS Jazz Band	2	*
BMS Newspaper Advisor	4	*
BMS Math Counts Advisor	2	*
BMS No Place for Hate Advisor	2.2	*
BMS Power of Pen (2)	3.2	*
BMS Power of Pen Assistant (2)	2.2	*
BMS Pride Coordinator	2.5	*
BMS Robotics	3	*
BMS Subj Area Specialist - Language Arts	5.75	*
BMS Subj Area Specialist - Math	5.75	*
BMS Subj Area Specialist - Science	5.75	*
BMS Subj Area Specialist - Social Studies	5.75	*
BMS Subj Area Specialist - Special Education	5.75	*
BMS Subj Area Specialist - Foreign Language	5.75	*
BMS Science Fair	4	*
BMS Show Director	7	
BMS Show Acting Director	2	
BMS Show Choreographer	2	
BMS Show Tech Director	3	
BMS Show Costumes	2	
BMS Show Vocal Director	3	
BMS Special Areas Specialist	5.75	*
BMS Spelling Bee Advisor	0.4	*
BMS Student Council	3.2	*
BMS Student Council Asst.	2	*
BMS WEB Advisor	3.2	*
BMS WEB Assistant	2.2	*
BMS Washington Trip 8th Grade Advisor (2)	3.5	*
BMS Washington Trip Chaperone (15)	1.4	
BMS Year Book Advisor (2)	2.2	*
BMS Youth in Government (3)	2	*
BMS Youth in Government (overnight) (3)	1.4	

Moreland Hills Elementary School		
MHS Evening Musicals (2)	2	*
MHS Future Problem Solvers	1	*
MHS Genius Club (2)	5	*
MHS Grade Level Chairs (K,1,2,3,4,5)	2.75	*
MHS Intramurals 5th Grade (Multiple)	2.2	
MHS Intramurals Advisor	1.5	*
MHS Outdoor Science	5	*
MHS Reading Materials Specialist	2.5	*
MHS Special Ed Specialist (K-2)	5.25	*
MHS Special Ed Specialist (3-5)	5.25	*
MHS Student Council (3)	2.5	*
MHS Subject Area Specialist (K-2) Lang Arts	2.75	*
MHS Subject Area Specialist (3-5) Lang Arts	2.75	*
MHS Subject Area Specialist (K-2) Math	2.75	*
MHS Subject Area Specialist (3-5) Math	2.75	*
MHS Subject Area Specialist (3-5) Science	2.75	*
MHS Tune In 5th Grade Choir	2	*
MHS Yearbook Advisor	4.4	*
MHS Concert Night Art Exhibitions (2)	2	*

Orange Inclusive Preschool		
Inclusive Preschool Technology Rep	1	*

District Supplementals		
District Book Buddies (2)	2	*
District Destination Imagination	4.5	*
District Mentor	1	
District Music Coordinator	8.75	*
District Robotics	10	*
District Resident Educator Facilitator	7	*
District RE Mentor Year 1	3.1	

* Indicates that payment will be stretched throughout the year, otherwise it will be a lump sum payment.

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APPENDIX B

FORMS

ORANGE SCHOOL DISTRICT
GRIEVANCE REPORT FORM 1000

Grievant_____Job Assignment/Building/Work Area_____

STATEMENT OF GRIEVANCE

1. Please list the specific provisions of the collective bargaining agreement alleged to have been violated, misapplied or misinterpreted.

2. Please list the time, place and date of the alleged violation, misapplication or misinterpretation of the agreement and who took such action.

3. Statement of the grievance (attach additional pages if necessary)

4. Relief requested (attach additional pages if necessary)

_____ /_____

Signature of Grievant Date of submission

Please complete Page 2 with Grievance Step & forward to appropriate administrator.

A COPY OF THIS DISPOSITION MUST BE SENT TO THE DIRECTOR OF HUMAN RESOURCES
AND TO THE PRESIDENT OF THE ORANGE TEACHERS ASSOCIATION

Revised 10/2021
FORM 1000

PROGRESSION OF GRIEVANCE – FORM 1000

(Check appropriate box prior to advancing to Administrator)

☐ Step 1 Received by Administrator _____ ____/____/____

Meeting Date established for Step 1: _____/_____/_____

☐ Step 1 skipped pursuant to Article III, Section (B)(2) and filed at Step 2

☐ Step 2 Received by Administrator _____ ____/____/____

Meeting Date established for Step 1: _____/_____/_____

☐ Step 3 Received by Administrator _____ ____/____/____

Meeting Date established for Step 1: _____/_____/_____

☐ Step 4 Received by Administrator _____ ____/____/____

Meeting Date established for Step 1: _____/_____/_____

A COPY OF THIS DISPOSITION MUST BE SENT TO THE DIRECTOR OF HUMAN RESOURCES
AND TO THE PRESIDENT OF THE ORANGE TEACHERS ASSOCIATION

Revised 10/2021
FORM 1000

ORANGE SCHOOL DISTRICT
GRIEVANCE DISPOSITION FORM 1000-D

ADMINISTRATOR TO INDICATE APPLICABLE STEP OF GRIEVANCE

Grievant Name: _____ Original Date of Submission _____

*Responses at Step 1 and 2 are due within five (5) **workdays** after Grievance Meeting*

*Responses at Step 3 are due within ten (10) **workdays** after Grievance Meeting*

STEP _____ GRIEVANCE DISPOSITION
(attach additional sheets if necessary)

_____/_____/_____
ADMINISTRATOR DATE

ACKNOWLEDGEMENT OF RECEIPT

_____/_____/_____
GRIEVANT DATE

ACCEPTANCE OF DISPOSITION:

YES_____ NO_____ If NO, grievance to be filled to next level using Form 1000.

A COPY OF THIS FORM MUST BE SENT TO THE DIRECTOR OF HUMAN RESOURCES AND THE PRESIDENT OF THE ORANGE TEACHERS ASSOCIATION

Revised 10/2021
FORM 1000

Orange School District
Travel Reimbursement and P-Card Reporting Form

Important – please read:

Submit to the building principal or appropriate administrator for approval PRIOR to travel. The original will be returned to the building principal. Upon completion of travel, enter the actual expenses incurred, attach the original receipts and resubmit to the building principal or the appropriate administrator for final approval. Please tape all receipts to an 8x11" sheet of paper in date order.

Name: _____ Date: _____

Building: CO Maint MHS OHS BMC PPLC (please circle) Assignment Area: _____

Purpose of Travel: _____

Travel Dates: _____ Location: _____

	Estimate prior to travel	Amnt Paid with Purchase Order	Amt Paid with P-Card	Amount to be Reimbursed
Transportation by Plane:				
Transportation by Automobile _____ Miles @.56 per mile (or current IRS rate)	0.00			
Tolls, charges, garage, parking, taxi, shuttle, etc.				
Lodging - # of nights: _____@$_____ (moderate-priced accommodations). If two people are sharing a room, each occupant must provide a receipt with their own name or both names on one receipt. PO # _____	0.00			
Registration fees – If paid by school, PO # _____				
Meals: Meals will be reimbursed at $40 per day (per person, max tip is 20%)				
	0			

Total $0

To Be reimbursed

_____
Employees Signature

_____
Principal's Approval

PO Number

_____
Central Office Approval

_____
Final Approval

OCSD Supplemental Contract Intent Form and Documentation of Work
Form 5000-A
(Per Article XIV. E., 2.a. & 2.b.)

This form is available as a fillable Google Doc and will be shared by each building principal to non-athletic supplemental contract holders.

Supplemental contract holders must submit this form no later than September 1, to outline the work intended for each supplemental contract held.

First Name of Supplemental Contract Holder

Last Name of Supplemental Contract Holder

Location of Supplemental Contract
Select from Drop Down List

Supplemental Contract:
Select from Drop Down List

Statement of Goals/Purpose Statement
What are the established goals/objectives for this supplemental contract? If a Student Club, what is the purpose statement? Please explain the future or desired result that the contract holder envisions, plans and commits to achieve.

Funding
Please provide detail about the funding required to meet the proposed goals. If no funds are needed, please leave blank.

Source of Funds
Use the space below to identify the source of the funds (building budget, student fees, etc.)

If a Student Club, are you maintaining a Student Activity Binder with instructions from the Treasurer's Office? (if you are a new advisor, please contact the Treasurer's Office to obtain/review the binder).

Start/End Dates for Supplemental Contract
Use the space below to identify the date you plan to begin working on this supplemental contract. This could be an organizational meeting with students, time spent meeting with a vendor to plan a student trip, etc.
Use the space below to identify the date you plan to complete your work related to the supplemental contract. This could be a meeting with students to review accomplishments, submitting paperwork related to a fundraiser, etc.

Number of Sessions/Meetings Anticipated
Us the space below to identify the frequency of work sessions you will engage in or the meetings you plan to have with students this year (e.g. I plan to meet twice a month starting in September and ending in May for a total of 18 meetings.

Documentation of Work Sessions/Meetings Held
Click on the file linked below:
https://docs.google.com/document/d/1c8_hYcd0ZchXZ4KbqqQCzZ3q1GXDXgLv0ivn6gwi3Ww/edit?usp=sharing

Make a copy of this document (using the tool bar, click on "File" and "Make a copy"). Change the document name of the copy by replacing the part in ALL CAPS with the name of the student activity group you lead (e.g. BMS Student Council) or the supplemental contract you hold (e.g. OHS Calligrapher). Change the share settings to "Anyone at Orange City School District with the link can view." Once you've made a copy of the document, renamed it, and changed the sharing settings, click on "ADD FILE" below and upload it from your drive.

This document is to be used by supplemental contract holders as a running record of the work sessions and/or meetings held to accomplish the stated goals of the supplemental contract.

OCSD Supplemental Contract Closeout Form
Form 5000-B
(Per Article XIV. E. 2. c.)

This form is available as a fillable Google Doc and will be shared by each building principal to non-athletic supplemental contract holders.

Supplemental contract holders must submit this form for each contract no later than one week after the conclusion of the supplemental activity, or by the end of the school year, whichever is earlier.

First Name of Supplemenat Contract Holder

Last Name of Supplemenat Contract Holder

Location of Supplemental Contract
Select from Drop Down List

Supplemental Contract:
Select from Drop Down List

Date Activities Ended:

Is your Documentation of Work in Form 5000 A complete?
1) Yes
2) No, if No please explain when you expect to have this completed.

Statement of Whether Supplemental Contract Activity Met Established Goals:
1) Did you meet your goals or purpose?
2) Student Participation – Number of students, expected, above or below & why?
3) Would you expect to offer this supplemental activity again or that this activity/club will continue next year?
4) What was the most successful part of this activity?

Are all funds and equipment accounted for and student activity statements filed with the Treasurer's office?
1) Yes
2) No – Explain
3) Not Applicable

Student Advisor Binder
If you are a student advisor and no longer continuing in your role, have you returned your Student Advisor Binder to the Treasurer's Office with documentation to support your group's activities including fund raising efforts, club officers, purpose statement, purchase orders, deposits/receipts information, etc.
1) Yes
2) No, if no, please explain.
3) Not applicable

Orange Board of Education
Salary Notification - Certified Personnel

Name: **School**
Year:

Assignment:

Building:

Date Hired:

Degree:

Step

Percent:

Salary Base

Salary
(Salary Base x Percent)

Professional Development Award:
Professional Credit Dollars:

BASIC INSTRUCTIONAL TOTAL:

Per Diem

Assigned Additional Days

Total Additional Days

Per Diem Rate is calculated by dividing contract days (185) into the Salary + PDP and Professional Credits

GRAND INSTRUCTIONAL TOTAL:

Activities	**Activities**

Total Activities:

PROJECTED TOTAL FOR ALL ASSIGNMENTS:

Form 6000 (6/96)

ORANGE CITY SCHOOL DISTRICT
GRADUATE COURSE CREDIT
APPROVAL

Certified Unit Members who wish to take graduate courses for advancement on the salary schedule must fulfill the following requirements:

1. Complete this form; list each professional course (graduate catalog number, etc.) or detailed information concerning other types of experiences in which you wish to participate as covered in Article XIV, Section D.

2. The application mut be approved and dated by the Director of Human Resources.

3. Complete the course and file the grade slip or transcript, to show that the requirements have been completed.

Name: _____ Building: _____ Date: _____

Assignment: _____ Name of Graduate Course: _____

Course Number: _____ Regular Class [ ]Workshop[ ] Course Starts ___/___/___ Ends ___/___/___

College or University _____ Hours of Credit: Semester _____ Quarter ____

How will this benefit your school assignment? _____

_____

[ ] Approved: _____ Regular Hours

_____ Workshop Hours

[ ] Disapproved: Reason: _____

_____

_____

Signature of Director of Human Resources Date

Form 7501
Revised 2021

ORANGE CITY SCHOOL DISTRICT

TEACHER SUBSTITUTE REPORT

ARTICLE XIV. O. – SUBSTITUTE PERIODS

Compensation will be made for substitute periods worked during a unit member's unassigned time. Such compensation will take effect upon the second substitution made by any one unit member. The unit member has the right to refuse the assigned substitution except in an emergency situation. The compensation shall be made on the following schedule:

Period	Amount
0 - 30 minutes	$15.00
31 - 60 minutes	$30.00

Name: _____ Building: _____

	Date	Time		Number of Minutes	Amount
1.	_____	_____ to	_____	_____	_____
2.	_____	_____ to	_____	_____	_____
3.	_____	_____ to	_____	_____	_____
4.	_____	_____ to	_____	_____	_____
5.	_____	_____ to	_____	_____	_____
6.	_____	_____ to	_____	_____	_____

_____

Signature of Unit Member Date

_____

Signature of Building Administrator Date

_____

Signature of Director of Human Resources Date

Account Number _____ Total Approved Payment _____

Form 7600
Revised 2021

ORANGE CITY SCHOOL DISTRICT

SICK DAY DONATION FORM

Name of Donor: _____

Unit Member Employee ID: _____
(1st five letters last name/last 4 numbers SS#)

Number of Days to be Donated: _____

Unit Member To Receive Donated Days: _____

Donated Dasy will be Used in Order of Donation: ☐ Used

☐ Not Used

Please note: Once a day is donated and used, it is no longer in your account of sick days and may affect your severance pay. Please see OTA collective bargaining agreement Article X for restrictions on donated sick leave.

_____
Signature of Unit Member Date

_____
Signature of Director of Human Resources Date

Form 9201
Revised 7/1/2015

SCHEDULE MODIFICATION REQUEST

Full Time Tenured Teacher's Name _____

Area of Study: _____

Proposed Schedule:

TIME	MON	TUE	WED	THUR	FRI

Rationale for Modification of Schedule: _____

_____

_____

Directions for Submission of Schedule Modification Request:

(__) Submit one copy to Association President (via email or hard copy) PRIOR TO submission to Building Principal;

TEACHER SIGNATURE: _____ DATE: _____

(__) Submit one copy to Building Principal (If approved Principal will forward to Superintendent)

PRINCIPAL'S RECOMMENDATION: _____

_____

_____

Form 9250
Revised 10/2021

APPENDIX C

Non-OTES Evaluation Forms

Media Specialist Performance Evaluation Rubric

	Ineffective	Developing	Proficient	Accomplished
Students	**The Library/Media Specialist:** demonstrates a lack of familiarity of students' background knowledge and makes no attempt to find this information. does not differentiate instruction. is not respectful of students' diverse cultures, language skills and experiences.	**The Library/Media Specialist:** demonstrates some familiarity of students' background knowledge and experiences and describes one procedure used to obtain this information. may be aware of, but does not use differentiated instruction, or is differentiating instruction without valid data. demonstrates an awareness of students' diverse cultures, language skills and experiences.	**The Library/Media Specialist:** demonstrates familiarity of students' background knowledge and experiences and describes multiple procedures used to obtain this information. is clearly aware of and uses information about student groups (e.g., gifted, Students with Disabilities, at-risk) in order to provide differentiated learning opportunities. is clearly respectful of students' diverse cultures, language skills and experiences.	**The Library/Media Specialist:** demonstrates the purpose and value of learning about students' background experiences, familiarity with each student's background knowledge and experiences and describes multiple procedures used to obtain this information. demonstrates knowledge of how students learn and develop and prepares students for success in the future. provides personalized, differentiated learning opportunities for the whole child based on data and the personal relationship with the student.
Content	**The Library/Media Specialist:** does not have content knowledge to plan instruction. does not teach the correct information and does not provide scaffolding or effective questioning techniques.. teaches lessons in isolation disregarding any content, interdisciplinary or real-world connections..	**The Library/Media Specialist:** has knowledge of content area, but is not planning and/or implementing instruction effectively. does not address student misconceptions or clarify appropriately; questioning may confuse students.. loosely or inconsistently connects the lesson with content area knowledge.	**The Library/Media Specialist:** uses appropriate content knowledge to plan and sequence instruction. provides appropriate scaffolding and effective questioning, to help students construct understanding and to address common misconceptions in the content area. designs lessons to connect	**The Library/Media Specialist:** is an expert in the content area, plans and delivers sequenced instruction that is clearly connected to other disciplines, relevant life experiences, and career pathways. anticipates misconceptions and plans for appropriate scaffolding as well as utilizing varied levels of questioning.

		other disciplines, relevant life experiences and career pathways.	content area knowledge with other disciplines, relevant life experiences and career pathways.	
Assessment	**The Library/Media Specialist:** has minimal assessment evidence and does not measure student competence. does not use diagnostic and formative assessments; summative assessments do not link to class instruction. rarely or never checks for understanding. does not protect students from the adverse consequences of initial failure. has no plan to evaluate the program. offers no suggestions to improve program and makes no revisions.	**The Library/Media Specialist:** uses some assessment methods that measure student competence. checks for understanding at key moments and attempts to adjust instruction accordingly. occasionally protects students from adverse consequences of initial failure through formative assessment. occasionally communicates with students, parents and colleagues.	**ihe Library/Media Specialist:** integrates assessments into the routines of the library and checks for understanding at key moments. protects students from adverse consequences of initial failure. has a plan to evaluate the program organized around clear goals, with the collection of evidence indicating the degree to which the goals have been met. makes suggestions as to how the media program might be improved, and makes revisions when they are needed.	**The Library/Media Specialist:** purposely plans assessments and differentiates assessments to match the full range of student needs, abilities and learning styles; continually checks for understanding and makes adjustments accordingly. uses trends and patterns from assessments to anticipate potential learning obstacles and to inform curriculum design. participates in collaborative efforts to create common assessments among grade level and or content areas. involves students in self-assessment and goal setting and communicates those goals.

Instruction	**The Library/Media Specialist:** goals, activities and materials do not align with district and state content guidelines. does not share expectations for student work. does not communicate how activities connect with learning goals. does not differentiate instruction. utilizes activities that are Library/Media Specialist dependent and do not engage students in authentic work. does not incorporate resources into instruction. does not use District and Professional Policies/Procedures to procure appropriate resources. does not regularly purge outdated materials, resulting in an unbalanced, outdated collection.	**The Library/Media Specialist:** has goals, activities and materials that are aligned with district and state content guidelines. does not consistently share expectations or the relationship between activities and learning goals. lessons inconsistently address the needs of different types of students. utilizes activities that are primarily Library/Media Specialist dependent and not necessarily designed to promote student engagement and authentic work. uses limited resources to enhance instruction. sometimes uses District and Professional Policies/Procedures to procure appropriate resources. purges outdated materials inconsistently, resulting in an unbalanced, outdated collection.	**The Library/Media Specialist:** has goals, activities, materials and resources that are aligned with district and state content guidelines and designed to promote student engagement in literature and information skills. has explicitly shared expectations. Students know how activities connect with learning goals. has lessons that address the needs of a diverse student population (e.g., styles, exceptionalities, culture, academics, experiences). has learning activities that are collaborative among students and Library/Media Specialist in order to foster independence in students. uses the District and Professional guidelines to procure appropriate resources and to regularly purge outdated materials resulting in a balanced collection.	**The Library/Media Specialist:** makes instructional decisions based on individual student needs to ensure independence, engagement, and authentic work. persists in seeking and implementing differentiated instruction, and soliciting additional resources from the school as needed. utilizes Public Library and other community and governmental sources to obtain instructional materials in addition to building resources selects materials for the collection thoughtfully and in consultation with professional peers and resources. Collection is balanced, timely and relevant.
Learning Environment	**The Library/Media Specialist:** has a learning environment that is disorganized and is neither emotionally supportive (protection from adverse	**Library/Media Specialist:** has a learning environment that is physically safe, emotionally supportive and conducive to learning for students.	**Library/Media Specialist:** has a learning environment that demonstrates evidence of clear expectations and routines as well as the importance of seeking	**Library/Media Specialist:** creates a climate in which students are actively engaged as readers and researchers, with the opportunity to work independently.

	consequences) nor conducive to learning for all students. does not provide evidence of student respect, student rapport, safe environment and student equality. does not stress the importance of information seeking skills and reading. has either nonexistent or inefficient Media center routines, transitions and procedures (circulation, computer use, book selection), resulting in general confusion.	sometimes demonstrates inconsistencies in treating students fairly and respectfully. has Media center routines, transitions and procedures (circulation, computer use, book selection) that have been established but function sporadically.	information and reading literature. treats students fairly and respectfully. has Media center routines, transitions and procedures (circulation, computer use, book selection) that have been established and function smoothly. There is evidence of varied learning situations (cooperative learning, independent work, whole group, small group).	Interacts with individual students, and staff members is highly respectful, reflecting genuine warmth and caring; models expectations and levels of development. has routines, transitions and procedures (circulation, computer use, book selection) that are seamless in their operation, with students assuming considerable responsibility for their smooth operation. Instructional time combines independent, collaborative, and whole class learning situations.
Collaboration and Communication	**Library/Media Specialist:** communicates ineffectively, unproductively, and/or	**Library/Media Specialist:** inconsistently communicates clearly, effectively,	**Library/Media Specialist:** communicates clearly, effectively, productively, and	**Library/Media Specialist:** is an excellent communicator, who anticipates and

	inappropriately with colleagues, parents, and students. engages in no outreach efforts to parents and the larger community. makes no attempts to collaborate with classroom teachers in the use of technology in the library/media center and in the design of instructional lessons and units.	productively, and appropriately with colleagues, parents, and students. makes sporadic efforts to engage in outreach efforts with parents and the larger community. occasionally makes attempts to collaborate with other teachers and school staff in the use of technology in the library/media center and in the design of instructional lessons and units.	appropriately with colleagues, parents, and students. engages in outreach efforts to parents and the larger community to support student learning through the promotion of reading, research resources, use of technology and responsible borrowing of materials. makes regular proactive attempts to collaborate with classroom teachers in the use of technology in the library/media center and in the design of instructional lessons and units.	recognizes needs, and then provides, input, resources and information to colleagues, parents, and students. is proactive in reaching out to parents and establishing contacts with outside libraries, coordinating efforts for mutual benefit. is a leader in collaboration with teachers, administrators, other school staff, and local community (when and where appropriate) to design engaging instructional opportunities.

Professional responsibility and growth	**The Library/Media Specialist:** fails to uphold and follow professional ethics, policies, and legal codes of the district and state. fails to take responsibility for engaging in continuous, purposeful professional development, setting goals, and/or does not put new knowledge into professional practice. exhibits behaviors that negatively impact teaching quality, school improvement and student achievement, violates copyright laws. ignores teacher requests when preparing requisitions and budgets and does not follow established procedures. does not catalog materials or catalogs incorrectly; inventories and reports are not available.	**The Library/Media Specialist:** upholds and follows professional ethics, policies, and legal codes of the district and state. participates in professional development to a limited extent sets goals, but does not consistently put new knowledge into professional practice. attempts to have a positive impact on teaching quality, school improvement and student achievement, respects copyright laws. occasionally honors teacher requests when preparing requisitions and budgets and may not follow established procedures. catalogs materials; inventories and reports are sometimes available.	**The Library/Media Specialist:** upholds and follows professional ethics, policies, and legal codes of the district and state. develops short and long-term goals, engages in continuous, purposeful professional development and puts new knowledge into professional practice. demonstrates a positive impact on teaching quality, school improvement, student achievement and adheres carefully to copyright laws. honors teacher requests when possible, when preparing requisitions and budgets and follows established procedures. catalogs materials in a timely manner, inventories and reports are available on request.	**The Library/Media Specialist:** upholds and follows professional ethics, policies, and legal codes of the district and state. develops goals, engages in continuous, purposeful professional development and puts new knowledge into professional practice. shares new knowledge with colleagues and takes a leadership role in ensuring there is no plagiarism or violation of copyright laws. initiates activities that have a positive impact on teaching quality, school improvement and student achievement. consults with teachers for input when preparing requisitions and budgets and follows established procedures. catalogs materials efficiently, inventories and reports are present and provide multiple measures of data.

Type of Evaluation:

Full Evaluation: 1st Observation _____ OR Off Cycle Evaluation – Rating Carried Forward _____
2nd Observation _____

Rating: _____

Date of Evaluation:_____ Educator: _____ Evaluator: _____

Nurse Performance Evaluation Rubric

Top of Form

Levels/Criteria	Ineffective	Developing	Skilled	Accomplished
Students	The nurse demonstrates little understanding of medical knowledge and nursing techniques. Nurse displays little or no knowledge of child and adolescent development. Nurse has no clear goals for the nursing program or they are inappropriate to either the situation or the age of the students.	Nurse demonstrates basic understanding of medical knowledge and nursing techniques. Nurse displays partial knowledge of a child and adolescent development. Nurse's goals for the nursing program are rudimentary and are suitable to the situation and the age of students.	Nurse demonstrates understandin of medical knowledge and nursin techniques. Nurse displays accurate understanding of the typical developmental characteristics of the age group, as well as exceptions to the general patterns.	Nurse demonstrates deep and thorough understanding of medical knowledge and nursin techniques. In addition to accurate knowledge of the typical developmental characteristics the age group and exceptions t the general patterns, nurse displays knowledge of the extent to which individual students follow the general patterns. Nurse's goals for the nursing program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultations with students, parents, and colleagues.
Content	Nurse demonstrates little or no knowledge of governmental regulations and resources for students available through the school or district. Nursing program consists of a random collection of unrelated activities, lacking coherence or an overall structure. Nurse has no plan to evaluate the program or resists suggestions that such an evaluation is important.	Nurse displays awareness of governmental regulations and resources for students available through the schoo or district, but little knowledge of resources available more broadly. Nurse's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals. Nurse has a rudimentary plan to evaluat the nursing program.	Nurse displays awareness of governmental regulations and resources for students available through the school or district and some familiarity with resources external to the school. Nurse has developed a plan that includes the important aspects of work in the setting. Nurse's plan to evaluate the program is organized around clea goals and the collection of evidence to indicate the degree t which the goals have been met.	Nurse's knowledge of governmental regulations and resources for students is extensive, including those available through the school o district and in the community. Nurse's plan is highly coherent and serves to support not only the students individually and i groups, but also the broader educational program. Nurse's evaluation plan is highly sophisticated, with multiple sources of evidence

				and a clear path toward improving the program on an ongoing basis.
Assessment	Assessment evidence is minimal an does not measure student competence. Diagnostic and formative assessments are absent and summative assessments do not link to class instruction. Students are not protected from the adverse consequences of initial failure. The nurse does not communicate with students, parents and colleagues to share student progres	Nurse uses some assessment methods th measure student competence. Summative assessments are integrated into the routines of classroom instruction. Students are occasionally protected fro adverse consequences of initial failure through formative assessment. The nurse occasionally communicates with students, parents and colleagues to share student progress .	Nurse uses appropriate, research-based assessment methods to measure student competence. Diagnostic, formative and summative assessments are integrated into the routines of the classroom and are linked to instruction. Students are protected from the adverse consequences of initial failure. The nurse communicates with students, parents and colleagues t share student progress.	Nurse purposely plans assessments and differentiates assessments to match the full range of student needs, abilitie and learning styles. Nurse uses trends and patterns from assessments to anticipate potential learning obstacles an to inform curriculum design. Nurse participates in collaborative efforts to create common assessments among grade level and or content areas. Nurse involves students in self-assessment and goal settin and communicate those goals with parents.

Instruction	Goals and activities do not align with district and state content standards. Expectations for studen work are not shared. nurses do not communicate how activities conne with learning goals. Differentiation of instruction does not occur. Activities are nurse dependent and do not engage students in authenti work. Resources do not enhance instruction. Medications are administered with no regard to state or district policies. Nurse's work with students in classes fails to promote wellness.	Goals and activities are aligned with district and state content standards. Expectations are not consistently share nurses share the relationship between activities and learning goals. Lessons inconsistently address the needs of different types of students. Activities are primarily nurse dependent and not necessarily designed to promote studen engagement and authentic work. Limited use of resources to enhance instruction. Medications are administered by designated individuals, but signed relea forms are not conveniently stored. Nurse's efforts to promote wellness through classroom presentations are partially effective.	Goals and activities are aligned with district and state content standards and designed to promo student engagement and authenti work. Expectations are explicitly shared. Students know how activities connect with learning goals. Lessons address the needs of a diverse student population (e.g., styles, exceptionalities, culture, academics, experiences). Learning activities are both nurse-dependent as well as collaborative among students and nurse in order to foster independence in students. Appropriate resources are used as tools to enhance instruction. Medications are administered by designated individuals, and signe release forms are conveniently stored and available when needed Nurse's classroom presentations result in students acquiring the knowledge and attitudes that hel them adopt a healthy lifestyle.	Nurse makes instructional decisions based on individual student needs to ensure independence, engagement, an authentic work. Nurse persists in seeking and implementing effective interventions for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school. Medications are administered by designated individuals, and signed release forms are conveniently stored. Students take an active role in medication compliance. Nurse's classroom presentation for wellness are effective, and students assume an active role in the school in promoting a healthy lifestyle.
Learning Environment	Nurse's interactions with at least some students are negative or inappropriate. Nurse makes no attempt to establis a culture for health and wellness in the school as a whole, or among students or among teachers. Nurse's procedures for the nursing office are nonexistent or in disarray No guidelines for delegated duties	Nurse's interactions with students are a mix of positive and negative. Nurse's attempts to promote a culture throughout the school for health and wellness are partially successful. Nurse has rudimentary and partially successful procedures for the nursing office. Nurse's efforts to establish guidelines fo delegated duties are partially successful	Nurse's interactions with students are positive and respectful. Nurse promotes a culture throughout the school for health and wellness. Nurse's procedures for the nursing office work effectively. Nurse has established guidelines for delegated duties and monitors associates' activities.	Students seek out the nurse, reflecting a high degree of comfort and trust in the relationship. The culture in the school for health and wellness, while guided by the nurse, is maintained by both teachers and students. Nurse's procedures for the nursing office are seamless,

	have been established, or the guidelines are unclear. Nurse does not monitor associates' activities. Nurse's office is in disarray or is inappropriate to the planned activities. Medications are not properly stored.	Nurse monitors associates' activities sporadically. Nurse's attempts to create a well-organized physical environment ar partially successful. Medications are stored properly but are difficult to find.	Nurse's office is well organized and is appropriate to the planned activities. Medications are properly stored and well organized.	anticipating unexpected situations. Associates work independently indicating clear guidelines for their work. Nurse's supervision is subtle and professional. Nurse's office is efficiently organized and is highly appropriate to the planned activities. Medications are properly stored and well organized.
Collaboration and Communication	The nurse communicates ineffectively, unproductively, and/or inappropriately with colleagues, parents, and students. The nurse does not work in partnership with parents and caregivers, which in turn, inhibits student learning, emotional and physical development, and menta health. The nurse collaborates ineffectively, unproductively, and/or inappropriately with other nurses, administrators, school staff, and local community (when and where appropriate), which in turn, prevents a positive learning environment. Nurse provides no information to families, either about the nursing program as a whole or about individual students. Nurse declines to collaborate with classroom teachers to develop specialized educational programs	The nurse inconsistently communicate clearly, effectively, productively, and appropriately with colleagues, parents, and students. The nurse inconsistently works in partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The nurse inconsistently collaborates effectively, productively, and appropriately with other nurses, administrators, school staff, and local community (when and where appropriate) to promote a positive learning environment. Nurse provides limited though accurat information to families about the nursing program as a hole about individual students.	The nurse communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The nurse works in partnership with parents and caregivers to support student learning, emotional and physical development, and mental health. The nurse collaborates effectively, productively, and appropriately with other nurses, administrators, school staff, and local community (when and where appropriate) to promote a positive learning environment. Nurse provides thorough and accurate information to families about nursing program as a whole and about individual students.	The nurse communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The nurse works in partnership with parents and caregivers to support student learning, emotional and physical development, and mental health. The nurse collaborates effectively, productively, and appropriately with other nurses, administrators, school staff, and local community (when and where appropriate) to promote a positive learning environment. Nurse is proactive in providing information about the nursing program and about individual students through a variety of means.

Professional responsibility and growth	The nurse fails to uphold and follow professional ethics, policies, and legal codes of the district and state. The nurse fails to take responsibility for engaging in continuous, purposeful professional development and/or does not put new knowledge into professional practice. The nurse exhibits behaviors that negatively impact teaching quality, school improvement and student achievement. Nurse's reports, records, and documentation are missing, late, or inaccurate, resulting in confusion. Nurse's relationships with colleagues are negative or self-serving, and nurse avoids being involved in school and district projects. Nurse does not participate in professional development activities, even when such activities are clearly needed for the development of nursing skills. Nurse displays dishonesty in interactions with colleagues, students and the public; violates principles of confidentiality.	The nurse upholds and follows professional ethics, policies, and legal codes of the district and state. The nurse participates in professional development to a limited extent when convenient and does not consistently put new knowledge into professional practice. The nurse attempts to have a positive impact on teaching quality, school improvement and student achievement. Nurse's reports, record, and documentation are generally accurate, but are occasionally late. Nurse's relationships with colleagues are cordial, and nurse participates in school and district events and projects when specifically requested to do so. Nurse's participation in professional development activities is limited to those that are convenient or are required. Nurse is honest in interactions with colleagues, students, and the public; does not violate confidentiality.	The nurse upholds and follows professional ethics, policies, and legal codes of the district and state. The nurse engages in continuous, purposeful professional development and puts new knowledge into professional practice. The nurse demonstrates a positive impact on teaching quality, school improvement and studen achievement. Nurse's reports, records, and documentation are accurate and are submitted in a timely manner. Nurse participates actively in school and district events and projects, and maintains positive and productive relationships with colleagues. Nurse seeks out opportunities for professional development based on an individual assessment of need. Nurse displays high standards of honesty, integrity, and confidentiality in interactions with colleagues, students, and the public; advocates for students when needed.	The nurse upholds and follows professional ethics, policies, and legal codes of the district and state. The nurse engages in continuous, purposeful professional development, puts new knowledge into professional practice, and shares new knowledge with colleagues. The nurse initiates important activities that have a positive impact on teaching quality, school improvement and student achievement. Nurse's approach to record keeping is highly systematic and efficient and serves as a model for colleagues across the school. Nurse makes a substantial contribution to school and district events and projects, and assumes leadership with colleagues. Nurse activity pursues professional development opportunities and makes a substantial contribution to th profession through such activities as offering workshops to colleagues. Nurse can be counted on to hold the highest standards of honesty, integrity and confidentiality and to advocate for students, taking a leadership role with colleagues.

		Nurse collaborates with classroom teachers in developing instructional lessons and units when specifically asked to do so.	Nurse initiates collaboration with classroom teachers in developing instructional lesson and units.	The nurse shares in the leadership to advocate for and/or initiate opportunities for collaboration with nurses, administrators, school staff, and local community (when and where appropriate) to promote a positive learning environment. Nurse initiates collaboration with classroom teachers in developing instructional lessons and units, locating additional resources from outside the school.

Type of Evaluation:

Full Evaluation: 1st Observation _____ OR Off Cycle Evaluation – Rating Carried Forward _____
2nd Observation _____

Rating: _____

Date of Evaluation:_____ Educator: _____ Evaluator: _____

School Psychologist Performance Evaluation Rubric

	Ineffective	Developing	Proficient	Accomplished
Students Psychologist understands student learning, development and respects the diversity of the students he/she serves.	Psychologist's services consist of a random collection of unrelated activities, lacking coherence or an overall structure. The services have no clear goals and do not consider the situation, age and diversity of the students he/she serves.	Psychologist serves students individually, but does not consistently take into account the broader educational program, the situation, age and diversity of students.	Psychologist serves to support students individually within the broader educational program keeping in mind what is appropriate for the situation, age and diversity of the students.	Psychologist's support of students is highly appropriate to the situation, age and diversity of the students and has been developed following consultations with students, parents, and colleagues.
Content Psychologist knows and understands the content area for which he/she has instructional responsibility.	Psychologist demonstrates little or no knowledge of child and adolescent development.	Psychologist demonstrates basic knowledge of child and adolescent development.	Psychologist demonstrates thorough knowledge of child and adolescent development.	Psychologist demonstrates extensive knowledge of child and adolescent development and understands variations of the typical patterns.
Assessment Psychologist understands and selects a variety of assessment instruments that are evaluative and match student needs.	Psychologist demonstrates little to no knowledge of psychoeducational instruments and does not match assessments to student needs.	Psychologist demonstrates limited knowledge of psychoeducational instruments and inconsistently matches assessments to student needs.	Psychologist consistently selects psychoeducational instruments that match students' individual needs.	Psychologist uses a wide range of psychoeducational instruments to evaluate students' individual needs.
Instruction	Psychologist fails to plan	Psychologist participates in	Psychologist participates in	Psychologist actively

Psychologist plans and delivers effective interventions that advances the learning and/or social/emotional development of individual students.	interventions suitable to students, or interventions are mismatched with the findings of assessments.	the development of intervention plans which are partially aligned with student needs.	the development of intervention plans aligned with student needs. Psychologist collaborates with the team to revise student intervention plans as needed.	participates in a professional learning community to support student needs.
Environment Psychologist establishes rapport with students, and supports a culture of positive mental health throughout the school.	Psychologist's interactions with students are negative or inappropriate. Students appear uncomfortable while interacting with the psychologist.	Psychologist's interactions with students are a mix of positive and negative. Student's comfort level appears to be at a minimum, relative to student's needs, but improves as the interactions with the psychologist develop.	Psychologist's interactions with students are positive and respectful, students appear comfortable in the environment while interacting with the psychologist.	Psychologist's interactions with students are positive and respectful while building a trusting relationship within the environment. Students seek out Psychologist's support.
Collaboration and Communication Psychologist collaborates and communicates with students, parents, other educators, administrators and the community to support student learning.	Psychologist does not consult with colleagues. During evaluation process, procedures, timelines and safeguards are not ensured. Leadership of evaluation team is not demonstrated.	Psychologist consults sporadically with colleagues. During evaluation process all procedures, timelines and safeguards are are followed. Leadership of evaluation team is inconsistent.	Psychologist consults frequently with colleagues. During evaluation process the psychologist ensures that all procedures, timelines and safeguards are faithfully adhered to. Psychologist demonstrates leadership of the evaluation team and contributes to intervention plans as needed.	Psychologist consults frequently with colleagues and contributes insights in a collaborative manner. During the evaluation process, the Psychologist fully understands and complies with procedurals, timelines and safeguards.
Professional Responsibilities Psychologist assumes responsibility for professional growth, performance, and involvement as an individual and as a member of a learning	Psychologist's records are in disarray; they may be missing, illegible, or not stored in a secure location. Psychologist fails to communicate with families and secure necessary	Psychologist's records are accurate and legible and are stored securely. Psychologist's communication with families is partially successful. Permission is obtained but there are	Psychologist's records are accurate, legible, well organized and stored in a secure location. Psychologist protects confidentiality, communicates with families and secures necessary	Psychologist's records are copious and legible, well organized, and stored in secure location. They are written to be understandable to all

community.	permission for evaluations. Psychologist does not participate in professional development.	occasional insensitivity to family needs. Psychologist's participation in professional development activities is limited to those that are convenient or are required.	permission for evaluations and does so in a manner sensitive to family needs. Psychologist seeks out opportunities for professional development.	team members. Psychologist secures necessary permissions and communicates with families in a highly sensitive manner and reaches out to enhance trust. Psychologist protects confidentiality while advocating for students needs. Psychologist actively pursues professional development opportunities.

Type of Evaluation:

Full Evaluation: 1st Observation _____ OR Off Cycle Evaluation – Rating Carried Forward _____
2nd Observation _____

Rating: _____

Date of Evaluation:_____ Educator: _____ Evaluator: _____

SLP Performance Evaluation Rubric

	Ineffective	Developing	Proficient	Accomplished
Students	The SLP does not demonstrate appropriate knowledge of speech/language norms. The SLP utilizes inappropriate methods of instruction for student learning at this age level. Differentiated instruction does not occur. The SLP is not respectful of students' diverse cultures, language skills and experiences.	The SLP demonstrates limited knowledge of speech/language norms. The SLP may have data, but not use differentiated instruction or is differentiating instruction without valid data. The SLP demonstrates an awareness of students' diverse cultures, language skills and experiences.	The SLP demonstrates knowledge in the area of speech/language norms. It is clear the SLP gathers and uses diagnostic information about students in order to provide differentiated learning opportunities. SLP is clearly respectful of students' diverse cultures, language skills and experiences.	The SLP demonstrates knowledge of how students learn and develop speech/language skills at appropriate age level and provides scaffolding and enrichment as indicated. The SLP provides differentiated learning opportunities for the student based on data and the personal relationship with the student. SLP is not only respectful of the diversity of the students, but promotes a culture of respect in the classroom.
Content	The SLP does not have content knowledge to plan instruction for students. SLP has no clear goals for student needs. The SLP demonstrates little knowledge of resources for students' growth or development. Lessons are taught in isolation disregarding any content, interdisciplinary or real-world connections.	SLP demonstrates limited knowledge and skills for students. SLP develops limited communication goals for student needs. SLP demonstrates some knowledge and resources of age-appropriate speech/language development. SLP demonstrates limited planning of lessons and implementing instruction effectively. Lessons loosely or inconsistently connect with IEP	The SLP demonstrates extensive knowledge and skills for student growth. SLP generates developmentally appropriate goals and objectives for student needs. SLP demonstrates extensive knowledge and resources of speech/language development. Lessons are designed to connect to IEP/content area knowledge with relevant life experiences and	The SLP is an expert in the content area and plans and delivers instruction that is clearly connected to other disciplines. SLP demonstrates extensive knowledge of resources for students available through the school or district and in the larger community.

Environment	environment is disorganized and is not emotionally supportive (protection from adverse consequences) and conducive to learning for all students. There is a lack of evidence of student respect, student rapport, safe environment and student equality. Classroom work space is not conducive to maximize each student's opportunities in the areas of independent, small group and whole group learning.	environment is physically safe, emotionally supportive and conducive to learning for all students and a variety of instructional approaches. The SLP demonstrates inconsistencies in treating students fairly and respectfully.	environment is physically safe, emotionally supportive and conducive to learning for all students. The SLP treats students fairly and respectfully. Classroom environment demonstrates evidence of clear classroom expectations and routines.	behaviors that create a positive climate of openness, respect and caring. SLP create a climate in which students actively maintain an enriching environment. SLP collaborate with educators to support independent learning experiences for students/educators and establish district wide policies.
Collaboration and Communication	The SLP communicates ineffectively, unproductively, and/or inappropriately with colleagues, parents, and students. The SLP does not work in partnership with parents and caregivers, which in turn, inhibits student learning, emotional and physical development and mental health. The SLP collaborates ineffectively, unproductively and/or inappropriately with other teachers, administrators, school staff and local community (when and where appropriate), which in turn,	The SLP inconsistently communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The SLP inconsistently works in a partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The SLP inconsistently collaborates effectively, productively and appropriately with other teachers, administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.	The SLP communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The SLP works in partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The SLP collaborates effectively, productively and appropriately with other teachers, administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.	The SLP communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The SLP works in partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The SLP proactively collaborates effectively, productively and appropriately with other teachers, administrators, school

		goals/objectives, relevant life experiences and career pathways.	career pathways.	
Assessment	SLP's assessment evidence is minimal and does not measure student competence. Diagnostic and formative assessments are absent and summative assessments do not link to class instruction. Students are not protected from the adverse consequences on initial failure. The SLP does not plan for the students success based on assessment results. The SLP does not communicate with students, parents and colleagues to share student progress.	SLP uses limited assessment methods that measure student competence. Summative assessment is integrated into the routines of classroom instruction. Students are not consistently protected from adverse consequnces of initial failure. The SLP plans for student success based on assessment results. The teacher occasionally communicates with students, parents and colleagues to share student progress.	SLP uses appropriate, research-based assessment methods to measure student competence. Diagnostic, formative and summative assessments are integrated into the routines of classroom instruction. Students are protected from the adverse consequences of initial failure. The SLP actively engages students, parents and colleagues in planning for success based on assessment results. The SLP communicates with students, parents and colleagues to share student progress.	SLP purposely plans assessments and differentiates assessments to match the full range of students' needs, abilities and learning styles. When appropriate, SLP involve students in self-assessment and goal setting. These goals are communicated to parents.
Instruction	SLP's goals and activities do not align with district and state content standards as well as assessment results. Students' speech and language goals are not shared. SLP is not communicating with students how activities connect with learning goals. Differentiation of instruction does not occur. Technology is not a tool incorporated into instruction.	SLP's goals and activities are aligned with district and state content standards. Expectations are not consistently shared. SLP shares the relationship between activities and learning goals. Lessons address the needs of different types of students inconsistently.	SLP's goals and activities are aligned with district and state content standards. Expectations are explicitly shared. Students know how activities connect with learning goals. Lessons address the needs of different types of students. Activities foster confidence/independence in students. Appropriate resources are used as tools to enhance instruction.	SLP make instructional decisions based on individual student needs to ensure independence, engagement and authentic work. SLP persists in seeking and implementing effective interventions for students who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.
Learning	SLP's classroom/learning	SLP's classroom/learning	SLP's classroom/learning	SLP model expectations/

	prevents a positive learning environment.			staff and local community (when and where appropriate) to promote a positive learning environment. The SLP shares in the leadership to advocate for and/or initiate opportunities for collaboration with teachers, administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.
Professional responsibility and growth	The SLP fails to uphold and follow professional ethics, policies, and legal codes of the district and state. The SLP fails to take responsibility for engaging in continuous, purposeful professional development and/or does not put new knowledge into professional practice. The SLP exhibits behaviors that negatively impact teaching quality,	The SLP upholds and follows professional ethics, policies, and legal codes of the district and state. The SLP participates in professional development to a limited extent when convenient and does not consistently put new knowledge into professional practice. The teacher attempts to have a positive impact on teaching quality, school improvement and student achievement.	The SLP upholds and follows professional ethics, policies, and legal codes of the district and state. The SLP engages in continuous, purposeful professional development and puts new knowledge into professional practice. The SLP demonstrates a positive impact on teaching quality, school improvement and student achievement.	The SLP upholds and follows professional ethics, policies, and legal codes of the district and state. The SLP engages in continuous, purposeful professional development, puts new knowledge into professional practice, and shares new knowledge with

	school improvement and student achievement.			colleagues. The SLP initiates important activities that have a positive impact on teaching quality, school improvement and student achievement.

Type of Evaluation:

Full Evaluation: 1st Observation _____ OR Off Cycle Evaluation – Rating Carried Forward _____
2nd Observation _____

Rating: _____

Date of Evaluation:_____ Educator: _____ Evaluator: _____

OT/PT Performance Evaluation Rubric

	Ineffective	Developing	Proficient	Accomplished
Students	The OT/PT does not demonstrate appropriate knowledge of fine motor, gross motor, sensory, ambulation norms. The OT/PT utilizes inappropriate methods of instruction for student learning at this age level. Differentiated instruction does not occur. The OT/PT is not respectful of students' diverse cultures and experiences.	The OT/PT demonstrates limited knowledge of fine motor/gross motor/sensory/ambulation norms. The OT/PT may have data, but not use differentiated instruction or is differentiating instruction without valid data. The OT/PT demonstrates an awareness of students' diverse cultures and experiences.	The OT/PT demonstrates knowledge in the area of fine motor/gross motor/sensory/ambulation norms. It is clear the OT/PT gathers and uses diagnostic information about students in order to provide differentiated learning opportunities. OT/PT is clearly respectful of students' diverse cultures and experiences.	The OT/PT demonstrates knowledge of how students learn and develop fine motor/gross motor/sensory/ambulation skills at appropriate age level and provides scaffolding and enrichment as indicated. The OT/PT provides differentiated learning opportunities for the student based on data and the personal relationship with the student. OT/PT is not only respectful of the diversity of the students, but promotes a culture of respect in the classroom.
Content	The OT/PT does not have content knowledge to plan instruction for students. OT/PT has no clear goals for student needs. The OT/PT demonstrates little knowledge of resources for students' growth or development. Lessons are taught in isolation disregarding any content, interdisciplinary or real-world	OT/PT demonstrates limited knowledge and skills for students. OT/PT develops limited c fine motor/gross motor/sensory/ambulation goals for student needs. OT/PT demonstrates some knowledge and resources of age-appropriate fine motor/gross motor/sensory/ambulation	The OT/PT demonstrates extensive knowledge and skills for student growth. OT/PT generates developmentally appropriate goals and objectives for student needs. OT/PT demonstrates extensive knowledge and resources of fine motor/gross motor/sensory/ambulation	The OT/PT is an expert in the content area and plans and delivers instruction that is clearly connected to other disciplines. OT/PT demonstrates extensive knowledge of resources for students available through the school or

	connections.	development. OT/PT demonstrates limited planning of lessons and implementing instruction effectively. Lessons loosely or inconsistently connect with IEP goals/objectives, relevant life experiences and career pathways.	development. Lessons are designed to connect to IEP/content area knowledge with relevant life experiences and career pathways.	district and in the larger community.
Assessment	OT/PT's assessment evidence is minimal and does not measure student competence. Diagnostic and formative assessments are absent and summative assessments do not link to class instruction. Students are not protected from the adverse consequences on initial failure. The OT/PT does not plan for the students success based on assessment results. The OT/PT does not communicate with students, parents and colleagues to share student progress.	OT/PT uses limited assessment methods that measure student competence. Summative assessment is integrated into the routines of classroom instruction. Students are not consistently protected from adverse consequences of initial failure. The OT/PT plans for student success based on assessment results. The teacher occasionally communicates with students, parents and colleagues to share student progress.	OT/PT uses appropriate, research-based assessment methods to measure student competence. Diagnostic, formative and summative assessments are integrated into the routines of classroom instruction. Students are protected from the adverse consequences of initial failure. The OT/PT actively engages students, parents and colleagues in planning for success based on assessment results. The OT/PT communicates with students, parents and colleagues to share student progress.	OT/PT purposely plans assessments and differentiates assessments to match the full range of students' needs, abilities and learning styles. When appropriate, OT/PT involve students in self-assessment and goal setting. These goals are communicated to parents.
Instruction	OT/PT's goals and activities do not align with district and state content standards as well as assessment results. Students' OT/PT goals are not shared. OT/PT is not communicating with students how activities connect with learning goals. Differentiation of instruction does not occur. Technology is not a tool	OT/PT's goals and activities are aligned with district and state content standards. Expectations are not consistently shared. OT/PT shares the relationship between activities and learning goals. Lessons address the needs of different types of students inconsistently.	OT/PT's goals and activities are aligned with district and state content standards. Expectations are explicitly shared. Students know how activities connect with learning goals. Lessons address the needs of different types of students. Activities foster confidence/independence in students. Appropriate resources	OT/PT make instructional decisions based on individual student needs to ensure independence, engagement and authentic work. OT/PT persists in seeking and implementing effective interventions for students

	incorporated into instruction.		are used as tools to enhance instruction.	who need help, using an extensive repertoire of strategies and soliciting additional resources from the school.
Learning Environment	OT/PT's classroom/learning environment is disorganized and is not emotionally supportive (protection from adverse consequences) and conducive to learning for all students. There respect, student rapport, safe environment and student equality. Classroom work space is not conducive to maximize each student's opportunities in the areas of independent, small group and whole group learning.	OT/PT's classroom/learning environment is physically safe, emotionally supportive and conducive to learning for all students and a variety of instructional approaches. The OT/PT demonstrates inconsistencies in treating students fairly and respectfully.	OT/PT's classroom/learning environment is physically safe, emotionally supportive and conducive to learning for all students. The OT/PT treats students fairly and respectfully. Classroom environment demonstrates evidence of clear classroom expectations and routines.	OT/PT model expectations/ behaviors that create a positive climate of openness, respect and caring. OT/PT create a climate in which students actively maintain an enriching environment. OT/PT collaborate with educators to support independent learning experiences for students/educators and establish district wide policies.
Collaboration and Communication	The OT/PT communicates ineffectively, unproductively, and/or inappropriately with colleagues, parents, and students. The OT/PT does not work in partnership with parents and caregivers, which in turn, inhibits student learning, emotional and physical development and mental health. The OT/PT collaborates ineffectively, unproductively and/or inappropriately with other	The OT/PT inconsistently communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The OT/PT inconsistently works in a partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The OT/PT inconsistently collaborates effectively, productively and appropriately	The OT/PT communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The OT/PT works in partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The OT/PT collaborates effectively, productively and appropriately with other teachers,	The OT/PT communicates clearly, effectively, productively, and appropriately with colleagues, parents, and students. The OT/PT works in partnership with parents and caregivers to support student learning, emotional and physical development and mental health. The

	teachers, administrators, school staff and local community (when and where appropriate), which in turn, prevents a positive learning environment..	with other teachers, administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.	administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.	OT/PT proactively collaborates effectively, productively and appropriately with other teachers, administrators, school staff and local community (when and where appropriate) to promote a positive learning environment. The OT/PT shares in the leadership to advocate for and/or initiate opportunities for collaboration with teachers, administrators, school staff and local community (when and where appropriate) to promote a positive learning environment.
Professional responsibility and growth	The OT/PT fails to uphold and follow professional ethics, policies, and legal codes of the district and state. The OT/PT fails to take responsibility for engaging in continuous, purposeful professional	The OT/PT upholds and follows professional ethics, policies, and legal codes of the district and state. The OT/PT participates in professional development to a limited extent when convenient and does not consistently put	The OT/PT upholds and follows professional ethics, policies, and legal codes of the district and state. The OT/PT engages in continuous, purposeful professional development and puts new	The OT/PT upholds and follows professional ethics, policies, and legal codes of the district and state. The OT/PT engages in continuous, purposeful

	development and/or does not put new knowledge into professional practice. The OT/PT exhibits behaviors that negatively impact teaching quality, school improvement and student achievement.	new knowledge into professional practice. The teacher attempts to have a positive impact on teaching quality, school improvement and student achievement.	knowledge into professional practice. The OT/PT demonstrates a positive impact on teaching quality, school improvement and student achievement.	professional development, puts new knowledge into professional practice, and shares new knowledge with colleagues. The OT/PT initiates important activities that have a positive impact on teaching quality, school improvement and student achievement.

Type of Evaluation:

Full Evaluation: 1st Observation _____
2nd Observation _____

OR

Off Cycle Evaluation – Rating Carried Forward _____

Rating: _____

Date of Evaluation: _____ Educator: _____ Evaluator: _____

APPENDIX D

Insurance Summaries

Orange Benefit Plan Summary Effective 1-1-2019		
	Effective 1/1/2019	
Benefits	**Network**	**Non-Network**
Benefit Period	January 1st through December 31st	
Lifetime Maximum	Unlimited	
Benefit Period Deductible - Single / Family[1]	$200 / $400	$400 / $800
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) - Single / Family	$500 / $1,000	$1,000 / $2,000
Out-of-Pocket Including Deductible - Single / Family	$700 / $1,400	$1,400 / $2,800
Maximum Out Of Pocket. (Includes deductibles, coinsurance, all copays for Medical and Drug)	$8150 / $16,300	Unlimited
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$20 copay, then 100%	$20 copay, then 100%
Specialist Office Visit[2]	$20 copay, then 100%	$20 copay, then 100%
Urgent Care Office Visit[2]	$20 copay, then 100%	$20 copay, then 100%
All Immunizations	100%	70% after deductible
Preventative Services		
Preventive Services, in accordance with state and federal law[3]	100%	70% after deductible
Office Visit/Routine Physical Exam	100%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Lab, X-rays and Medical Tests (All ages)	100%	70% after deductible
Routine Colonoscopy/Sigmoidoscopy Services	100%	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy,Occupational Therapy and Chiropractic Therapy - Facility and Professional	90% after deductible	70% after deductible
	(Subject to medical review after 20 visits per benefit period)	
Speech Therapy - Facility and Professional	90% after deductible	70% after deductible
	(Subject to medical review after 10 visits per benefit period)	
Cardiac Rehabilitation	90% after deductible	70% after deductible
Inpatient Facility		
Non-PPO Network Inpatient Copayment per Admission	N/A	N/A
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (100 days per benefit period)	90% after deductible	70% after deductible

Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment including Prosthetics Appliances and Orthotic Devices	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Organ Transplants (1 transplant per organ per lifetime)	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
Emergency Services		
Emergency use of an Emergency Room[4]	$100 copay, then subject to deductible and coinsurance. Waived if admitted	
Non-Emergency use of an Emergency Room[5]	$100 copay, then subject to deductible and coinsurance.	
Prescription Drug		
Retail Program Coverage	$10 Generic / $35 Brand	
Mail OrderProgram Coverage	$10 Generic / $35 Brand	
Specialty Prescription Coverage	$10 Generic / $35 Brand	
Effective 1/1/2022:	$10 Generic	$20 Brand / $40 Non-Formulary

Deductible expenses incurred for services by a non-authorized provider will also apply to the authorized deductible out-of-pocket limits. Deductible expenses incurred for services by an authorized provider will only apply to the authorized deductible out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]Maximum family deductible. Member deductible is the same as single deductible.

[2]The office visit copay applies to the cost of the office visit only.

[3]Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Act.

[4]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

[5]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

[6] Contains the following:

-Generic Incentive: If the physician requests a brand-name drug and a generic equivalent exists, the member pays the generic copayment PLUS the difference between the cost of the generic drug and the brand-name drug.

-Home Delivery Incentive: When a member chooses to fill a prescription a fourth time at a retail pharmacy within 180 days, the member will pay twice the normal retail copayment.

[7]Coverage includes Preventive Medications, in accordance with Federal Law. Rx Selections and Coverage Management.

Delta Dental of Ohio
Dental Benefit Highlights for
Orange City School District #11116

DELTA DENTAL

Delta Dental PPO™ (Point-of-Service) *Coverage effective April 1, 2024*	Delta Dental PPO Dentist	Delta Dental Premier® Dentist	Non-participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Periodontal Maintenance – cleanings following periodontal therapy	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	80%	80%	80%
Endodontic Services - root canals	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Relines and Repairs - to prosthetic appliances	80%	80%	80%
Major Services			
Major Restorative Services – crowns	60%	60%	60%
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	60%	60%	60%
Orthodontic Services			
Orthodontic Services - braces	60%	60%	60%
Orthodontic Age Limit -	No Age Limit		

** When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what your dentist charges and you are responsible for that difference.*

Maximum Payment – $5,000 per person total per calendar year on diagnostic & preventive, basic services, and major services. $5,000 per person total per lifetime on orthodontics.

Maximum Carryover – If at least one Covered Service is paid in a Calendar Year and the total Benefit paid does not exceed $500 in that Calendar Year, $250 will carry over to the next Calendar Year's Maximum Payment. This amount will accumulate from one Calendar Year to the next, but will not exceed $1,000. If no Covered Services are paid during a Calendar Year, all accumulated carryover amounts from previous Calendar Years will be forfeited.

Deductible – $25 deductible per person total per calendar year limited to a maximum deductible of $50 per family per calendar year on all services except diagnostic and preventive services, emergency palliative treatment, sealants, brush biopsy, X-rays, periodontal maintenance, and orthodontic services.

The deductible met under the previous carrier for the period January 1, 2024 through Month 31, 2024 will be applied to the 2024 calendar year deductible with Delta Dental. It is the subscriber's responsibility to provide Delta Dental with adequate documentation of the deductible met under the previous carrier.

Note – *This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.*

February 2, 2024

Welcome to Ohio's largest dental benefits family!

As a member of Delta Dental of Ohio, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists – there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

Quality Dental Program

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our BenchmarkPortal Certified Center of Excellence call center.

Online Access

Our online Member Portal lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more – all at your own convenience.

A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

Questions?

If you have questions, please call our Customer Service team at 800-524-0149 or look online at www.DeltaDentalOH.com.

VISION BENEFIT PROPOSAL

CUSTOMIZED FOR Orange City Schools

Option 1
Effective 1/1/25

VSP Vision Care

EYE CARE WITH A BIGGER FOCUS

Your well-being is at the heart of everything we do. Like harnessing the power of eye exams to detect signs of health conditions before they become more serious. That's why it's no surprise more than 81 million people in the U.S. choose VSP® Vision Care for their eye care and eyewear. For over 65 years, we've put people before profit—pushing the limits on what's possible to help everyone see well and be well.

#1 IN ACCESS TO QUALITY CARE*

Choice of an independent doctor or popular retail chain, including Visionworks®, Walmart, and more.

#1 IN SELECTION OF EYEWEAR*

The latest styles at the lowest out-of-pocket cost* in-store or online at **eyeconic.com®**.

#1 IN MEMBER SATISFACTION*

A no-hassle benefit that members enroll in and use more than any other vision plan.*

VSP CHOICE PLAN®: CUSTOMIZED BENEFIT OPTIONS AND MONTHLY RATES

OPTION 1 — **Employer Pays 75% or more of Premium for Employees and Dependents**
400-499 Employees Enrolled | Net of Commission

FREQUENCY	COPAYS AND ALLOWANCES	ENHANCEMENTS AND SUPPLEMENTAL BENEFITS	MONTHLY RATES
Exam every 12 months	$20 Exam Copay	Scratch-Resistant Coating	Employee Only $20.62
Lenses every 12 months	$20 Frame/Lens Copay	Premium Progressive Lenses	Employee + Family $46.65
Frame every 12 months	$250 Frame Allowance	Anti-Reflective Coating	
Contact Lenses every 12 months (Instead of lenses and frame)	$250 Contact Lens Allowance	Photochromic Lenses, Tints, and Dyes	
		Second Pair of Glasses with $20 Copay	
		VSP LightCare™	

THE VSP CHOICE PLAN IS FULL OF BENEFITS

The VSP Choice Plan is a full-service plan that offers choice, care, and maximum value through a VSP network provider.

AVERAGE SAVINGS OF 30% ON ALL LENS ENHANCEMENTS[1]
Protection from UV, relief from digital eyestrain, and more.

COVERAGE FOR URGENT AND MEDICAL EYE CARE
Care for conditions like pink eye, dry eye, diabetic eye disease and glaucoma.

UP TO $3,000 IN SAVINGS
Contact lens rebates and discounts on hearing aids, prescriptions—the list goes on.[2]

VSP CHOICE PLAN BENEFITS		
	In-network	**Out-of-network**
Vision Care		
WellVision Exam[3]	Covered-in-full after copay	Reimbursed up to $45
Contact Lens Exam, Fitting, and Evaluation (Standard & Premium)	Covered-in-full after copay, not to exceed $60	Not applicable
Routine Retinal Scanning	Covered-in-full after copay, not to exceed $39[3]	Not applicable
Frames		
	Covered-in-full after copay, up to frame allowance[4]	
	20% off any amount above the allowance[4,5]	Reimbursed up to $70
	Extra $20 allowance on Featured Frame Brands[4,6]	
Lenses		
Single Vision		Reimbursed up to $30
Lined Bifocal		Reimbursed up to $50
Lined Trifocal	Covered-in-full after copay	Reimbursed up to $65
Lenticular		Reimbursed up to $100
Standard Progressive Lenses		Reimbursed up to $50
Lens Enhancements Enhanced coverage may apply. Refer to the option(s) under Customized Benefit Options and Monthly Rates.		
Premium Progressive Lenses	$95 - $105	
Custom Progressive Lenses	$150 - $175	
Standard Anti-Reflective Coating	$41	
Photochromic Lenses	$75	
Solid Tints and Dyes	$0	Not applicable
Plastic Gradient Tints	$17	
Polycarbonate Lenses	$31 - $35; $0 for children	
Scratch-Resistant Coating	$17	
UV Protection	$16	
Contact Lenses Instead of lenses and frame		
Elective	Covered-in-full, up to Contact Lens Allowance	Reimbursed up to $105[4,8]
Necessary	Covered-in-full after copay	Reimbursed up to $210

VSP CHOICE PLAN BENEFITS (CONTINUED)		
	In-network	**Out-of-network**
Additional Benefits		
Essential Medical Eye Care[SM,9] Supplemental coverage beyond routine care to treat urgent issues/monitor ongoing conditions like pink eye, sudden vision changes, dry eye, diabetic eye disease and glaucoma	Covered-in-full after copay; not to exceed $20	Not applicable[10]
Low Vision Supplemental testing and coverage for approved low vision aids; for members with vision loss that prevents reading, moving around in unfamiliar surroundings, and completing desired tasks	Up to $1,000 every two years; covers 100% supplemental testing and 75% for approved low vision aid	
VSP Laser VisionCare[SM] **Program**[3] Discounted access for laser vision correction services	Average savings of 15-20% off retail price or 5% off promotional price	
Additional Pairs of Glasses	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses[3,4,5]	
Supplemental Benefits		
VSP LightCare™ Non-prescription blue light filtering glasses or sunglasses[4,8]	Covered-in-full after copay, up to frame allowance[6]	Not applicable
Second Pair A second pair of glasses or contact lenses	Matches in-network coverage for first pair after $20 copay	Matches out-of-network coverage for first pair

Offer employees a vision benefit they're going to love.
Contact your VSP representative to get started.

Confidentiality Statement
This proposal has been designed by VSP specifically for Orange City Schools. It contains confidential information that is unique to our plan designs and rate structures, all of which are critical to VSP trade secrets. For this reason, we respectfully request that the information in this proposal be treated as confidential, as allowed under applicable laws, and not released to any interested parties without VSP written consent. It is also important to note that our proposal is based on the scope of the obligations that VSP agrees to undertake. VSP will comply with state and/or federal rules and regulations as they pertain to prepaid vision plans with a defined benefit.

Exclusions and Limitations
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  - Two pairs of glasses instead of bifocals.
  - Replacement of lenses, frames, and/or contact lenses furnished under this plan which are lost/broken/damaged, except at the normal intervals when services are otherwise available.
  - Orthoptics or vision training and any associated supplemental testing. Medical or surgical treatment of the eyes and services associated with CRT or orthokeratology.
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VISION BENEFIT PROPOSAL

CUSTOMIZED FOR Orange City Schools

Option 2
Effective 1/1/25

VSP Vision Care

EYE CARE WITH A BIGGER FOCUS

Your well-being is at the heart of everything we do. Like harnessing the power of eye exams to detect signs of health conditions before they become more serious. That's why it's no surprise more than 81 million people in the U.S. choose VSP® Vision Care for their eye care and eyewear. For over 65 years, we've put people before profit—pushing the limits on what's possible to help everyone see well and be well.

#1 IN ACCESS TO QUALITY CARE*

Choice of an independent doctor or popular retail chain, including Visionworks®, Walmart, and more.

#1 IN SELECTION OF EYEWEAR*

The latest styles at the lowest out-of-pocket cost* in-store or online at **eyeconic.com®**.

#1 IN MEMBER SATISFACTION*

A no-hassle benefit that members enroll in and use more than any other vision plan.*

VSP CHOICE PLAN®: CUSTOMIZED BENEFIT OPTIONS AND MONTHLY RATES

OPTION 1 Employer Pays 75% or more of Premium for Employees and Dependents
400-499 Employees Enrolled | Net of Commission

FREQUENCY	COPAYS AND ALLOWANCES	ENHANCEMENTS AND SUPPLEMENTAL BENEFITS	MONTHLY RATES
Exam every 12 months	$20 Exam Copay	Scratch-Resistant Coating	Employee Only $13.79
Lenses every 12 months	$20 Frame/Lens Copay	Premium Progressive Lenses	Employee + Family $31.21
Frame every 12 months	$250 Frame Allowance	Anti-Reflective Coating	
Contact Lenses every 12 months (Instead of lenses and frame)	$250 Contact Lens Allowance	Photochromic Lenses, Tints, and Dyes	
		VSP LightCare™	

THE VSP CHOICE PLAN IS FULL OF BENEFITS

The VSP Choice Plan is a full-service plan that offers choice, care, and maximum value through a VSP network provider.

AVERAGE SAVINGS OF 30% ON ALL LENS ENHANCEMENTS[1]
Protection from UV, relief from digital eyestrain, and more.

COVERAGE FOR URGENT AND MEDICAL EYE CARE
Care for conditions like pink eye, dry eye, diabetic eye disease and glaucoma.

UP TO $3,000 IN SAVINGS
Contact lens rebates and discounts on hearing aids, prescriptions—the list goes on.[2]

VSP CHOICE PLAN BENEFITS		
	In-network	**Out-of-network**
Vision Care		
WellVision Exam[3]	Covered-in-full after copay	Reimbursed up to $45
Contact Lens Exam, Fitting, and Evaluation (Standard & Premium)	Covered-in-full after copay, not to exceed $60	Not applicable
Routine Retinal Scanning	Covered-in-full after copay, not to exceed $39[3]	Not applicable
Frames		
	Covered-in-full after copay, up to frame allowance[4]	
	20% off any amount above the allowance[3,4]	Reimbursed up to $70
	Extra $20 allowance on Featured Frame Brands[4,5]	
Lenses		
Single Vision		Reimbursed up to $30
Lined Bifocal		Reimbursed up to $50
Lined Trifocal	Covered-in-full after copay	Reimbursed up to $65
Lenticular		Reimbursed up to $100
Standard Progressive Lenses		Reimbursed up to $50
Lens Enhancements Enhanced coverage may apply. Refer to the option(s) under Customized Benefit Options and Monthly Rates.		
Premium Progressive Lenses	$95 - $105	
Custom Progressive Lenses	$150 - $175	
Standard Anti-Reflective Coating	$41	
Photochromic Lenses	$75	
Solid Tints and Dyes	$0	Not applicable
Plastic Gradient Tints	$17	
Polycarbonate Lenses	$31 - $35; $0 for children	
Scratch-Resistant Coating	$17	
UV Protection	$16	
Contact Lenses Instead of lenses and frame		
Elective	Covered-in-full, up to Contact Lens Allowance	Reimbursed up to $105[3,6]
Necessary	Covered-in-full after copay	Reimbursed up to $210

VSP CHOICE PLAN BENEFITS (CONTINUED)	In-network	Out-of-network
Additional Benefits		
Essential Medical Eye Care[SM,8] Supplemental coverage beyond routine care to treat urgent issues/monitor ongoing conditions like pink eye, sudden vision changes, dry eye, diabetic eye disease and glaucoma	Covered-in-full after copay; not to exceed $20	Not applicable[10]
Low Vision Supplemental testing and coverage for approved low vision aids; for members with vision loss that prevents reading, moving around in unfamiliar surroundings, and completing desired tasks	Up to $1,000 every two years; covers 100% supplemental testing and 75% for approved low vision aid	
VSP Laser VisionCare[SM] **Program**[9] Discounted access for laser vision correction services	Average savings of 15-20% off retail price or 5% off promotional price	
Additional Pairs of Glasses	20% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses[4,4,5]	
Supplemental Benefits		
VSP LightCare™ Non-prescription blue light filtering glasses or sunglasses[4,7]	Covered-in-full after copay, up to frame allowance[4]	Not applicable

Offer employees a vision benefit they're going to love.
Contact your VSP representative to get started.

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