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MASTER CONTRACT

between the

NORWAYNE LOCAL EDUCATION ASSOCIATION

and the

NORWAYNE LOCAL SCHOOLS BOARD OF EDUCATION

(Wayne County, Ohio)

Effective July 1, 2024 – June 30, 2027

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ARTICLE 1. RECOGNITION

101 RECOGNITION OF ASSOCIATION (P.N. 2021)

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

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

A. Teacher

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

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

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

C. Substitute

1. The term “substitute” means a properly certified/licensed and qualified person who is a casual or temporary employee.

2. If a substitute teacher works in one (1) position for more than sixty (60) workdays, he/she shall be given a regular limited teaching contract and become a part of the bargaining unit with all rights of the Master Contract, except:

   a. The Board shall not be required to evaluate the teacher unless the teacher works one hundred twenty (120) days or more in that contract year. (Note: Any evaluation timelines pursuant to by Section 401, herein, shall only be mandatory if they occur one (1) calendar month or more after the date of hire);

   b. The Board shall not be required to non-renew any regular contract granted under this Section or follow the requirements of Section 402, herein, unless the teacher will be employed

one hundred twenty (120) days or more in that contract year; and

c. Personal Leave will be prorated on the basis of one (1) day for each sixty-one (61) days employed for persons employed under this Section.

ARTICLE 2. NEGOTIATIONS PROCEDURE

201 MEETINGS (P.N. 2015)

A. A written request for meetings will be submitted by the Association to the Superintendent or by the Superintendent to the President of the Association. This request shall be submitted on or before the one hundred twentieth (120^{th}) calendar day prior to the expiration of this Contract, and negotiations shall start on or before the ninetieth (90^{th}) calendar day prior to the expiration of this Contract. Notwithstanding any other provision in this Article, the parties may modify the Negotiations Procedure for the purpose of beginning negotiations earlier by mutual agreement prior to the commencement of any negotiations provided for in this Agreement.

B. Any subject matter to be considered during negotiations will be specified in writing.

C. A Notice to Negotiate will be filed with SERB.

D. At the first negotiations session, both parties shall mutually exchange their fully written proposals in such language as would be suitable for a final contract. Topical listings by either party of items proposed for negotiations, i.e., "agenda lists," shall constitute a clear failure of compliance and may be disregarded. After the first negotiations session, no new proposals may be introduced during the course of negotiations without the mutual consent of the parties.

E. Representation shall be up to five (5) representatives for the Board plus the Board Attorney and up to five (5) representatives for the Association plus the OEA Labor Consultant. Neither party in any negotiations shall have control over the selection of the negotiating or bargaining representatives of the other party.

F. The parties may call upon additional professional and lay representatives to consider matters under discussion and to make suggestions necessary. Clerical assistance may be provided at the cost agreeable to both parties. The cost of such consultants shall be borne by the party requesting their services.

G. Relevant data and supporting information, proposals and counterproposals will be presented.

H. All negotiations shall be conducted in closed session.

I. During the period of negotiations, interim reports of progress may be made to the Association by its Negotiations Committee and to the Board by the Superintendent and/or the representative Board member. However, while negotiations are in process, both negotiation teams shall approve any release to news media.

J. Prior to the end of any negotiations meeting, there shall be agreement to the time, place, and date of the subsequent meeting until negotiations are completed.

K. Upon the request of either party, the negotiations meeting shall be recessed to permit the requesting party a reasonable time to caucus. Caucuses shall not exceed thirty (30) minutes, unless extended by mutual agreement. Separate caucus rooms and copy equipment will be provided.

L. Any time limits established under this Article may be modified by mutual agreement of the parties.

202 AGREEMENT (P.N. 2003)

A. As tentative agreement is reached on each proposal it shall be initialed by the Chief Spokesperson of each team, dated, and removed from further bargaining, including mediation or fact-finding or both. Any item not proposed with definite written changes in the initial proposal of either party shall be initialed at the first negotiations session as tentatively agreed and is subject to the proviso above.

B. When total tentative agreement is reached through negotiations, the total outcome shall within seven (7) calendar days be submitted to the Association for formal approval. Following ratification by the Association, the Board shall act within seven (7) calendar days upon the total outcome. Any resulting agreement shall be binding on the parties. The Agreement will prevail over any conflicting Board policy.

C. The Master Agreement will be printed. The cost of the printing will be approved, in advance, and equally split between the Board and the Association. Additional copies will be at the expense of the ordering party. The Master Agreement will be electronically available.

203 DISAGREEMENT (P.N. 2006)

A. Responsibilities

1. The parties pledge themselves to negotiate in good faith, and in the event of failure to reach agreement, to utilize such facilities as are provided by this document and ORC §4117.

2. Good faith involves coming to the negotiating table with the intention of negotiating, not dogmatically pursuing preconceived stands. Good faith requires that the Board and the Association be willing to react to each other's proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons or to offer counter proposals. However, neither party is compelled to agree to a proposal or make a concession. Good faith requires both parties to recognize negotiations as a shared process.

3. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

B. Impasse Procedures

1. If the parties are unable to reach an agreement, either party may declare that an impasse exists. The parties shall then request the services of a mediator from the Federal Mediation and Conciliation Service (FMCS) to assist the parties in resolving the remaining issues.

2. Mediation, as set forth above, constitutes the parties' mutually agreed upon final and exclusive dispute settlement procedure, and shall operate in lieu of the settlement procedures set forth in ORC §4117.14.

3. If the parties have complied with the dispute settlement procedures outlined above and there has been no settlement by the expiration date of the Collective Bargaining Agreement, the Association retains the right to strike as outlined in ORC §4117.14(D)(2).

ARTICLE 3. GRIEVANCE PROCEDURE

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

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

302 DEFINITION OF TERMS (P.N. 2021)

A. The term "grievant" or "aggrieved" shall include all teachers, any group of teachers acting as a class, or the Association acting on behalf of itself or for any teacher or group of teachers.

B. "Representation" or "Representatives," as provided for in this Section, shall be any member of the Association chosen by the aggrieved, legal counsel of the aggrieved, or any other person of the aggrieved's choosing.

C. For purposes of this article “days” shall be defined as actual working school days during the school year. During summer vacation, “days,” shall be defined as weekdays, Monday through Friday, excluding legal holidays and any day on which no administrative or secretarial staff is present in the board office.

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

A. A grievant may appeal on his/her own behalf or may be represented at any and all steps of the grievance procedure by the Association, or by counsel, or by any other person of the aggrieved's choice, except that the aggrieved may not be represented by an officer or employee of any teachers' organization other than the Association.

B. A grievant shall have the right to present a claim in accordance with the procedure described herein, free from interference, coercion, restraint, discrimination, or reprisal. The Association shall have the right to be present at the settlement and offer testimony to insure that the settlement is not inconsistent with the terms of this Negotiated Agreement.

C. Nothing contained herein shall limit or otherwise exclude any grievant from seeking redress from any governmental agency, regulatory body, or any court of law with jurisdiction to this School District; however, if the grievant elects to utilize the grievance procedure, the grievant may not pursue redress in any other forum.

D. No member of the Association may submit a grievance to arbitration without the consent of the Association.

E. If a grievance appears to arise from the action of an authority higher than the Immediate Supervisor and/or affects a group of members or the Association, it may be submitted at Step Two, below.

F. Any grievance not settled at an informal level shall be reduced to writing and state such relief sought.

G. Any grievance may be dealt with by the grievant seeking redress with the Immediate Supervisor; however, this informal procedure does not preclude the filing of any grievance at any appropriate formal level.

H. The fact that a grievant files a grievance shall not be recorded in the grievant's personnel file or any file used in the transfer, assignment, or promotion process; nor shall such fact be used in any recommendation for reemployment; nor shall the grievant be placed in jeopardy or be the subject

for reprisal or discrimination for having followed or utilized this grievance procedure.

I. Time limits specified herein are considered maximum; however, they may be extended by written agreement by the parties. Failure to timely respond to a grievance allows the grievance to advance to the next step. Failure to timely advance a grievance to the next step serves to further bar the grievance.

J. Every certificated/licensed staff member who wishes to file a grievance must file a copy with the Association on or before said grievance is presented to the Administration and/or Board.

304 PROCEDURE (P.N. 2021)

A. Informal Step

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

B. Step One – Immediate Supervisor

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

C. Step Two – Superintendent

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

writing of said disposition. If such disposition is not timely filed, the grievance shall be sustained.

D. Step Three – Mediation

If the decision by the Superintendent does not resolve the grievance, the grievance may be appealed to FMCS mediation. Both parties must mutually agree to the mediation in Level 3. If the parties do not mutually agree to mediation, the grievance shall move to the arbitration step. The Notice of Appeal to mediation shall be submitted to the Superintendent within ten (10) working days from the receipt of the Superintendent's written response to the grievance. The parties will first attempt to agree on an FMCS mediator. If unable to agree, the parties will request for FMCS to appoint a mediator. The mediation will be conducted pursuant to FMCS Rules and Regulations. Should the grievance not be resolved in mediation, the grievance may proceed to Arbitration Step.

E. Step Four - Arbitration

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

ARTICLE 4. TEACHER RIGHTS

401 FORMAL EVALUATION PROCESS (P.N. 2021)

A. Purposes

1. At the beginning of each school year, each teacher will be provided with comprehensive information regarding the philosophy and purpose of the evaluation process.

2. Teacher evaluation will take place only when normal instruction (other than Section 401(A)(3) a through e, below) is expected to take place.

3. Formal teacher observation will not take place on the following days. (However, these exclusions shall not be interpreted as allowing for less than normal instruction on these days.)

   a. The next workday following Winter, Thanksgiving, or the Spring break.

   b. The next workday following an evening parent/teacher conference.

   c. The next workday following a teacher's absence from work due to illness unless timelines for evaluation cannot be met.

   d. Days in which the observation time is interrupted to the extent that class attendance is administratively reduced by fifty percent (50%) or more.

   e. The next workday following where school was closed for two (2) or more consecutive school days i.e., consecutive calamity days unless mutually agreed upon.

4. The primary purpose of the evaluation procedure is to be used as a means for improving instruction.

5. If the AD is a member of the bargaining unit, s/he may not be the evaluator on another bargaining unit member's supplemental but may provide input for the evaluation.

6. References in this section to "OTES" include other state-approved evaluation systems and/or District-adopted evaluation systems for non-OTES teachers.

B. <u>Evaluators</u>

Evaluators will include the Superintendent, Assistant Superintendent, Building Principals, and Assistant Principals who have completed state-sponsored evaluation training and have passed the online credentialing assessment. Each circuit teacher shall be assigned to only one (1) evaluator for the purpose of this evaluation procedure. The circuit teacher has the ability to select the worksite setting where the components of the evaluation process will take place. The Credentialed Evaluator assigned to the teacher/school counselor shall complete all components of the Teacher/School Counselor Performance component except in the case of extenuating circumstances.

C. Formal Evaluation

Evidence provided by the teacher/school counselor and gathered by the evaluator during the pre-conference, formal observations, walk-throughs, post-conference, and other substantiated factors impacting the teacher's/school counselor's performance or professionalism will be used by the evaluator when applying the Performance Rubric (i.e., anything personally witnessed by the evaluator or supported by the documented evidence). All observation of teacher/school counselor work performance for purposes of the observation documents shall be conducted openly and with full knowledge of the teacher/school counselor. A teacher may provide evidence to the Credentialed Evaluator, including but not limited to student information affecting educational progress, student interest or learning style surveys, newsletters, classroom rules, lesson plans, portfolios, summative assessments, and student work samples. A school counselor may provide evidence to the Credentialed Evaluator, including but not limited to student grades, standardized tests, course completion, graduation rate, attendance, ACT/SAT, discipline reports, office referrals, counselor logs, teacher feedback surveys, backpack web, Ohio means jobs, acceptance rates, and exposure to post-secondary options/surveys.

For those teachers/school counselors who are on limited or extended limited contracts pursuant to ORC §3319.11 and who are under consideration for nonrenewal, one evaluation consisting of at least three holistic/focused formal observations must be conducted annually by the first day of May. If after the second (2nd) focused formal observation, the teacher/school counselor is no longer being considered for non-renewal, the Superintendent may waive the third (3rd) observation.

The formal evaluation cycle for teachers shall consist of a professional growth plan or an improvement plan, optional pre-observation conference(s), formal holistic observation(s) (minimum of thirty [30] minutes), post-conference(s), classroom walkthrough(s), a formal focused observation(s) (minimum of thirty [30] minutes), and a final summative conference

The formal evaluation cycle for school counselors shall consist of a professional growth/improvement plan, pre-observation conference(s), formal observation(s) (minimum of thirty [30] minutes), post-conference(s), and walkthrough(s)

The Less Frequent Evaluation Cycle consists of a professional growth plan, one (1) formal holistic observation, and one (1) post-conference discussion of progress on the Professional Growth Plan.

If it becomes necessary for the district to evaluate members of the bargaining unit based on remote instruction or eLearning, the District

Evaluation Committee (DEC) will develop the terms of such evaluations prior to any formal observation taking place. Such committee will be developed and begin work no later than the fifth (5th) week of school.

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

1. Observations

   a. The formal observation shall consist of a pre-observation conference (optional), a formal holistic or formal focused observation and a post conference (if required). For classroom teachers each formal classroom observation is to be an in-depth observation, which means at least thirty (30) minutes in length. The first observation cycle will include one (1) holistic formal classroom observation and must be completed on or before the last day of the first semester. The second observation cycle will include one (1) focused formal classroom observation for each required observation cycle and must be completed on or before May 1st. If a third (3rd) formal observation is required it shall be holistic but must include discussion of any focus(es) identified in the teacher's improvement plan. All observations will be announced. A teacher who is being considered for nonrenewal will have a third formal observation by May 1 which will be announced. The post-observation conference for the third formal observation, if needed, must be completed by May 10th. If a remediation plan of improvement is issued to the teacher it will commence in the subsequent school year.

      Prior to all announced holistic and focused formal classroom observations, either the evaluator or the teacher may choose to conduct a pre-observation conference. In such case, the evaluator and the teacher will meet within five (5) workdays prior of the announced formal observation to discuss what the evaluator will observe during the classroom visitation, including:

      i. Lesson or unit objectives;

      ii Prior learning experiences of the students;

      iii. Characteristics of learners/learning environment;

      iv. Instructional strategies to meet lesson objectives;

      v. Student activities/materials;

vi. Differentiation based on needs of student; and

vii. Assessment/data collected to demonstrate student learning

viii. High quality student data

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

b. For non-classroom teachers (defined as bargaining unit members who do not teach students at least fifty percent (50%) of their work day and school counselors), the evaluation shall be based upon two (2) observations, and may include walk-throughs and other performance indicators. The first observation cycle will include one (1) formal observation and must be completed on or before the last day of the first semester. The second observation cycle will include one (1) formal observation and must be completed on or before May 1st. Both formal observations will be announced. All procedures in this section will apply to a third (3rd) formal observation if it is required.

c. There shall be at least twenty-one (21) workdays between the first (1st) and second (2nd) observation unless there is mutual agreement to amend the twenty-one (21) workdays. If a third (3rd) observation is required, there shall be at least ten (10) workdays between the second (2nd) and third (3rd) observations.

d. A teacher who receives an effectiveness rating of "Accomplished" on the teacher's most recent evaluation will be evaluated every three years unless his/her contract is up for contract renewal, in which case s/he will undergo a full evaluation cycle in the year the contract expires. During the off years, the teacher will receive one formal observation and post-conference.

e. A continuing contract teacher who receives an effectiveness rating of "Skilled" on the teacher's most recent observation will be evaluated every two (2) years. A limited contract teacher who receives an effectiveness rating of "Skilled" on the teacher's most recent evaluation and who has taught in the District for at least seven (7) years may have his/her second (2nd) observation waived by his/her credentialed evaluator.

During the off years, the teacher will receive one formal observation and post-conference.

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

i. evidence of planning;

ii. lesson delivery;

iii. differentiation;

iv. resources;

v. classroom environment;

vi. student engagement;

vii. assessment; or

viii. any other component of the standards and rubrics approved for teacher evaluation.

Walkthroughs will be no less than ten (10) minutes but no more than twenty-five (25) minutes, will be unannounced, and may be conducted at the discretion of the evaluator. No more than four (4) walkthroughs can be conducted in any evaluation year for a teacher. Any evidence deemed by the evaluator to be pertinent to the evaluation process will be documented and shared with the teacher within ten (10) workdays of the walk-through. During a walkthrough, a bargaining unit member may request that a walkthrough transition to a formal observation. If the evaluator agrees, the observation will convert to a formal observation and duration requirements for a formal observation will then apply.

g. No more than two (2) teacher observations will be scheduled on any given day without the evaluator's consent.

2. There will be a follow-up conference within ten (10) school days after each observation. The evaluator and the teacher may agree to waive any post-observation conference except the post-conference following the first (1st) holistic observation and the final summative conference. The post observation conference is intended to provide reflection and feedback on the observed lesson and to identify strategies and resources for the teacher to incorporate into lessons to increase effectiveness.

3. An evaluation summary will be completed on or before May 10th. The teacher and the evaluator will sign the observation and evaluation summary forms. A teacher's signature on the observation and evaluation summary forms will not be interpreted to mean that the teacher agrees with the observation or evaluation summary only that he/she has read and discussed it.

4. The teacher shall have the unfettered right to attach any comments regarding the observation or evaluation summary to the written forms. Such comments shall become a part of the written observation or evaluation summary form and shall be placed in the teacher's personnel file. Such observation or evaluation summary form shall also be submitted to the Superintendent to be placed in the personnel file of the teacher.

5. In the event a teacher's absences interfere with the evaluation timelines (e.g. the teacher is on an approved leave and unavailable for purposes of evaluation), the evaluation timelines will be extended for a corresponding period. Upon the teacher's return to work, the teacher will assume the same contract status held at the time the leave began. This Section expressly supersedes any conflicting provisions set forth in ORC §3319.11 and §3319.111.

D. Waiver of Evaluation

The Board shall not conduct an evaluation of a teacher who:

Has submitted a notice of retirement, with the notice being accepted by the Board not later than December 1st of the school year in which the evaluation would otherwise be conducted;

or

The Board may elect not to conduct an evaluation of a teacher who was on leave from the school district for at least fifty percent (50%) of the school year as calculated by the Board.

E. Effectiveness Ratings

1. Classroom teachers will be assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective. The components of the formal evaluation cycle will be used to determine the final holistic rating.

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

School counselors are assigned an effectiveness rating of Accomplished, Skilled, Developing, or Ineffective, and any others required by law. This rating will be determined based on school counselor performance and the metric of student outcomes that provides data demonstrating that student's skills, knowledge, or behaviors have positively changed as a result of the school counselor's actions.

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

   For purposes of local retention, promotion, layoff and recall decisions, the Board will also take into consideration the impact of student attendance (absences from a class in excess of ten percent [10%] of scheduled classes), any extended leaves of absence of the teacher, whether the teacher was recently transferred to a different position (subject, grade, etc.), student teacher assignments, job sharing arrangements, co-teaching arrangements (i.e. inclusion classrooms).

F. Professional Growth Plans

1. Classroom teachers who have a final rating of Accomplished and the evaluator determines the teacher is making growth progress on the professional growth plan must develop self-directed professional growth plans and choose their credentialed evaluators. The choice of evaluators will be any of the evaluators assigned to the teacher's building.

2. Classroom teachers who have a final rating of Skilled and the evaluator determines the teacher is making growth progress on the professional growth plan must develop professional growth plans collaboratively with their credentialed evaluators from the Board-approved evaluator list. The teachers will have input into the selection of the credentialed evaluator for the evaluation cycle.

3. Classroom teachers who have a final rating of developing and the evaluator determines the teacher is making growth progress on the professional growth plan must develop professional growth plans that is guided by their credentialed evaluators from the Board-approved evaluator list. The teachers will be assigned their credentialed evaluator for the evaluation cycle.

4. Growth progress is defined as completing an action steps, attaining a goal statement, and/or providing evidence on qualitative or quantitative indicators for the bargaining unit member.

5. For teachers returning to the District, each plan will be based upon the results of the prior year's final summative evaluation. For teachers in their first (1st) year at the District, each plan will be based upon the results of the first formal holistic observation. All plans shall be aligned to any existing school district or building improvement plan. Professional Growth Plans may be amended with mutual agreement by the evaluator and the bargaining unit member.

6. The professional growth plan shall be developed by September 15th and in the case of an employee new to the District, within two (2) weeks of the teacher's holistic observation and will include the following components:

   - At least two (2) and no more than four (4) clear professional goals that identify the focus and direction for improving practice, make an impact on student learning/success, and align to the district and/or building improvement goals.

   - Specific resources and opportunities to assist the bargaining unit member in enhancing skills, knowledge, and practice.

   - Qualitative and quantitative evidence to demonstrate progress towards meeting goals.

G. Professional Improvement Plan

1. If the District anticipates taking adverse employment action based on a Teacher's/School Counselor's Performance, the teacher/school counselor shall first be placed on an Improvement Plan so s/he has an opportunity to remedy the performance deficiencies. An Improvement plan cannot be implemented until after the 2nd observation, unless the teacher received a final summative rating of Ineffective, in which case, the improvement plan must be implemented at the start of the next school year.

2. Classroom teachers receiving a final rating of Ineffective must develop an improvement plan with their assigned credentialed evaluators by September 15th of the following school year.

3. For teachers who begin an improvement plan midyear, the improvement plan shall be developed within two (2) weeks of the 2nd observation and will include the following components using OTES form:

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

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

H. Improvement Plans for Non-classroom Teachers

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

I. Testing for Ineffective Teachers in Core Subjects

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

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

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

L. Upon request, the credentialed Evaluator shall provide the teacher/school counselor with copies of all final written documentation, artifacts, and evidence collected during formal observations and walkthroughs/informal observations or other substantiated factors/required events impacting the teacher's/school counselor's performance or professionalism that have impacted the performance rubric.

M. No teacher/school counselor shall be required to complete a Self-Assessment Form (e.g., OTES/OSCES Self-Assessment Form), unless it is the teacher's first (1st) year in the District, in which case the teacher must complete the Self-Assessment form with their mentor, but shall not be

required to share it with their evaluator. This tool may be used by teachers/school counselors as a resource.

N. The Credentialed Evaluator shall not record a teacher's in-person classroom instructional performance for the purpose of evaluations. The District will not use video/audio evidence submitted to ODE by a Resident Educator for their residency requirements as evidence to assess teacher performance (OTES).

O. High Quality Student Data

1. Upon the implementation of OTES 2.0 High Quality Student Data (HQSD) will apply as long as required by law.

2. Each evaluation shall contain at least two (2) measures of high-quality student data (HQSD). When applicable to the grade level or subject area taught by the teacher being evaluated, HQSD shall include the value-added progress dimension as one (1) source of HQSD.

3. HQSD shall be used as evidence in any component of the teacher's evaluation related to the OTES 2.0 rubric which includes HQSD.

4. The high-quality student data instrument(s) used must be reviewed by the District Evaluation Committee to ensure it meets all of the following criteria:

   a. Align to learning standards

   b. Measure what intends to be measured

   c. Be attributable to a specific teacher for course(s) and grade level(s) taught

   d. Demonstrate evidence of student learning (achievement and/or growth

   e. Follow protocols for administration and scoring

   f. Provide trustworthy results

   g. Not offend or be driven by bias

P. Reporting Evaluation Results

Rebuttal for components of the evaluation system(s) for OhioES data or other agreed upon data collection/retention system shall be kept in the teacher's personnel file and attached to the respective document.

Bargaining unit members shall not be required to enter additional data other than what is required by the selected OhioES option into OhioES. Violation is grounds for a grievance under Article 3.

Prior to final submission of the data to OhioES or other agreed upon data collection/retention system, the administration shall provide the teacher the information relevant to the final summative rating prior to the last teacher workday.

Q. District Evaluation Committee (DEC)

1. There shall be a District Evaluation Committee ("DEC"), which shall be comprised of up to four (4) teachers assigned by the Association President and up to three (3) administrators assigned by the Superintendent. The DEC shall establish and annually review its ground rules. The DEC shall reach decision through consensus, shall receive training on the state-adopted evaluation framework, including high quality student data training, on-site or at a local ESC and may utilize subcommittees or experts as needed to gather or provide information. The DEC shall keep minutes summarizing its meetings.

2. The DEC is responsible for:

   a. Reviewing the OTES and non-OTES evaluation procedures and instruments; and

   b. Assists in determining, selecting, and approving High Quality Student Data Tools.

   c. Review, discuss, and make a recommendation for conducting virtual observations and walkthrough utilizing the OTES/Non-OTES/School Counselor rubric(s).

   d. Making recommendations set forth throughout Article 401 Formal Evaluation Process.

3. Release time will be granted for committee work for up to two (2) days per year. Additional days may be granted at the discretion of the Superintendent. If it is necessary for the committee to meet outside the workday and/or work year, members of the committee shall be compensated at twenty-five dollars ($25.00) per hour.

4. Any recommendations made by the DEC shall be sent to the NLEA Executive Committee and the Superintendent. Any DEC recommendations, or mutually agreed upon modifications thereto, that would modify any provision of Article 401 may be implemented provided the NLEA Executive Committee and Superintendent agree.

Changes agreed upon by the parties will be memorialized in an MOU and must be shared timely with the staff.

402 FAIR DISMISSAL (P.N. 2021)

A. Definition of Terms

1. Termination of a contract shall be defined as the ending by Board action of a continuing contract or a limited contract before the expiration time period specified in such contract and in accordance with Section 402/B, below.

2. Non-renewal of contract shall be defined as an affirmative vote by the Board to sever the employment relationship of a teacher on a limited contract in keeping with ORC §3319.11 and Section 402/C, below.

B. Termination of a Contract

Basis for Termination

The contract of a teacher may be terminated by the Board for good and just cause consistent with ORC §3319.16. Good and just cause for termination for teachers includes receiving two (2) consecutive years of an Ineffective overall performance evaluation rating. The teacher has the right to union representation at any evaluation meeting or post-observation meeting.

C. Non-renewal of a Limited Teaching Contract

1. When it is the intention of the Superintendent to recommend non-renewal of a teacher, such teacher shall be notified in writing prior to June 1 of each school year. The written notice will include the reasons for non-renewal.

2. Within ten (10) calendar days after receipt by the teacher of the Board's action non-renewing the teacher's contract, the teacher may file with the Treasurer a written demand for a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher.

3. The Treasurer, on behalf of the Board, shall provide the teacher with a written statement describing the circumstances that led to the Board's intention not to reemploy the teacher. That response will be provided within ten (10) calendar days of the date of receipt of the teacher's written request.

4. Within five (5) days after the teacher's receipt of the Treasurer's response, the teacher may file with the Treasurer, a written demand

for a hearing before the Board. Written notice setting forth the time, date and a place for the hearing will be provided to the teacher within ten (10) days of receipt of the request. The actual hearing will be scheduled at a mutually agreeable time for the Board, the Association, and the teachers.

5. Any hearing conducted under this Section will be conducted by a majority of members of the Board. The hearing will be held in executive session unless the Board, the teacher, and the Association agree to hold the hearing in public. The Board's decision will be reduced to writing and issued within ten (10) calendar days of the date of the hearing.

6. This Section expressly supersedes ORC §3319.11(G).

7. The Court of Appeals hearing portion of ORC §3319.11 for non-renewal will be the final recourse for bargaining unit members.

403 PERSONNEL FILES (P.N. 2021)

A. Location and Maintenance

The official personnel file for all teachers shall be kept and administered by the Superintendent.

B. Content of Personnel Files

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

1. Application for employment;

2. Transcripts of training and education records;

3. Copies of certificates and/or licenses;

4. Copies of evaluations of the teacher performance as made by the supervisory personnel;

5. Teacher response to the evaluation;

6. Any correspondence relating to the teacher; and/or

7. Teacher response to any correspondence as stated in Section 403/B6, above.

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

material, in writing, and have the response attached to the specific material that is placed in the file.

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

E. Any information that is requested by a party that, under the law, has the right to do so shall not be forwarded without the knowledge of the teacher. However, the individual teacher shall have the right to have any material contained in his/her file forwarded to any agency or individual that he/she requests.

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

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

404 PROFESSIONAL AND ACADEMIC FREEDOM (P.N. 2021)

A. A teacher seeks to educate people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged.

B. Academic freedom will be guaranteed to teachers in order to create in the classroom an atmosphere of freedom which permits students to raise questions dealing with critical issues of the time and which maintains an environment conducive to study, investigation, presentation, and interpretation of facts which stress the interplay of ideas. The teacher is responsible for exercising his/her judgment, common sense, and community awareness in selecting for discussion those relevant issues which he/she may deem to be of value to the maturity and understanding of the students involved.

C. Teachers are entitled to full rights of citizenship, and no religious or political beliefs of any teacher or the lack thereof in the teacher's private life will be

grounds for any discipline, providing the law has been respected and obeyed.

D. Therefore, free, and open exchange of views and ideas between teachers and students is desirable and necessary.

E. Intellectual property created, made, or originated by a bargaining unit member shall be the sole and exclusive property of the District. The District shall grant each bargaining unit member the non-exclusive right to use such intellectual property in his/her teaching, including in employment in educational settings other than the Norwayne Local Schools.

F. Notwithstanding anything in this Contract to the contrary, teachers remain subject to the entirety of the Licensure Code of Professional Conduct for Ohio Educators. Nothing in this Section or anywhere else in this Contract shall be read to limit or waive the Board's right to enforce the Licensure Code of Professional Conduct, nor teachers' obligations to abide by it.

405 STAFF REDUCTION PROCEDURE (P.N. 2021)

A. Causes

When by reason of decreased enrollment of pupils, return to duty of regular teachers after leaves of absence, changing course offerings and selections, or by reason of suspension of schools or territorial changes affecting the District, or loss of a federally funded position due to loss of Federal funds, or for financial reasons, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonably based reduction.

B. Attrition

The number of persons affected by a layoff will be kept to a minimum by not employing replacements, insofar as practicable, for bargaining unit members who retired, resigned, or otherwise vacated a position. Transfers due to attrition will have priority over implementing this staff reduction procedure.

C. Suspension of Contracts

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

On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an individual is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate percentage of the full compensation the employee would receive under the contract. Should the Board determine that it desires to suspend a contract in part, so that the teacher is required to work a percentage of the time the teacher otherwise is required to work under the contract, it may do so, with the following requirements:

1. The teacher shall have the option of either working part-time with proportionate pay or having the contract suspended in full;

2. If the teacher takes the part-time suspension, the teacher will be placed on the recall list with recall rights to a full-time position based upon seniority, teaching certificate/license and contract status;

3. If the teacher elects to have the contract suspended in full, the teacher will be placed on the recall list with recall rights based upon seniority, teaching certificate/license and contract status.

D. Notification

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

An employee to be laid off due to RIF shall be given a minimum of thirty (30) days advance written notification prior to the implementation of the RIF. The union president shall be sent a copy of said notification at the same time. The notice shall state the reason for the RIF, the effective date of contract suspension, and the date of the Employer's action to implement the RIF.

During the implementation of RIF, no reassignment and/or no transfer shall occur that will cause a more senior employee to be laid off before a less senior employee, except as set forth in Section E below.

E. Order of Reduction

1. In suspending contracts of teachers within each teaching field affected by the reduction in force, bargaining unit members holding limited contracts in the area of certification/licensure shall be suspended first beginning with Category 3, Category 2, then Category 1, as below defined. Continuing contract bargaining unit members shall be suspended only after all limited contracts in the area of certification/licensure.

There shall be three (3) categories of comparable evaluation Category 1 (accomplished/skilled), Category 2 (developing) and Category 3 (ineffective), in which employees shall be placed based upon the evaluation rating they receive for their three (3) most recent years where evaluations have been recorded. Employees shall be rated on each evaluation they receive as either "ineffective," "developing," "skilled," or "accomplished."

To determine a teacher's rating for placement in Categories 1, 2 or 3, the average of the immediate prior three (3) years where a final evaluation rating is available will be used to determine the rating. The average will be determined as follows:

a. Accomplished or Skilled = 2 points

b. Developing = 1 point

c. Ineffective = 0 points

d. The usual and customary rules of averaging and rounding will be used to determine categories.

e. Employees recently hired in the District who have not yet acquired three (3) years in which a final evaluation rating is available will use data acquired while employed in the district and utilize the process of averaging and customary rounding rules.

f. Employees new to the district with no complete final evaluation rating shall be placed in Category 3.

g. With respect to non-OTES evaluations, the performance evaluations will be used to determine the placement in the categories as described above.

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

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

F. Procedure

1. On or before November 1st of each school year, the Association President and the Superintendent will cooperatively develop a seniority list. Teachers shall be placed on all lists for which they are certified/licensed. Any Bargaining Unit Member who wishes to challenge the accuracy of the seniority list must submit the basis for the challenge in writing on or before December 1 with a copy to the Association President and the Superintendent. A final seniority list reflecting any corrections will be published on or before December 31st, except in the case of properly awarding continuing contract(s).

2. Exceptions to preferences for retention based on seniority where teachers otherwise have comparable evaluations may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment.

3. "Seniority" will be defined as the length of continuous service as a certificated/licensed employee under regular full-time contract in this District.

   a. Board approved unpaid leaves of absence will not interrupt seniority, but time spent on such leave shall not count toward seniority.

   b. Teachers who work at least one hundred twenty (120) days in the school year and are regularly scheduled to work more than half-time (fifty-one percent [51%] or more of a regular work day) will be credited with a full year of service for that school year. Teachers who work at least one hundred twenty (120) days in the school year and are regularly scheduled to work less than half-time (fifty percent [50%] or less of a regular work day) will be credited with a half year of service for that school year. Teachers who do not work at least one hundred twenty (120) days in the school year will receive no seniority credit for that school year.

   c. If two (2) or more teachers have the same length of continuous service, seniority will be determined by:

      I. the date of the Board meeting at which the teacher was hired; and then

      ii. any remaining ties will be broken based on the order in which the teacher was hired at the board meeting. The Board utilizes the following criteria for new employee's placement on the board agenda: prior licensed teaching experience, educational background and

degrees, prior performance evaluations, professional references, and the performance in the interview process.

4. Recommended reductions in a teaching field will be made by selecting the lowest bargaining unit member on the seniority list for that area of certification/licensure who is currently assigned to a position in that teaching field, with the lowest Category rating as set forth in Section E above. A bargaining unit member so affected may elect to accept the RIF or to displace a bargaining unit member who holds the lowest position on a seniority list and lower or comparable Category rating as the RIFed member for another area of certification/licensure which the bargaining unit member holds.

5. Teachers selected for reduction in staff shall immediately be placed on a reduction in staff list compiled from the seniority lists. The Association President will receive a copy of the reduction in staff list.

6. The Board shall notify every affected teacher. As each person is reinstated, the Board shall notify the Association President.

7. Work previously performed by laid off employees shall not be subcontracted.

8. Qualifications for a bargaining unit position shall not be upgraded to prevent the recall of a laid off employee unless required by law.

G. Recall

1. Any teacher unemployed as a result of staff reduction shall be recalled based on certification/licensure, with preference given to teachers with continuing contracts. In recalling teachers, the Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations as defined in E (1) above. When there is an opening, the teacher in Category 1 (if no one in this Category is appropriately licensed for the position being recalled then proceed to Category 2 and then Category 3) with the most seniority among those certificated/licensed for the position shall be recalled.

2. While there are previous teachers of the District who are unemployed as a result of reduction in staff and who possess proper certification/licensure to fill any vacancy which may arise, no new teacher(s) shall be hired.

3. The Board shall give written notice of recall by a certified letter to the teacher at the last known address. It shall be the responsibility of

each teacher to notify the Treasurer of the Board of any change of address.

4. Within ten (10) working days of the returned receipt of a certified delivery of offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. No teacher shall lose his/her place on the recall list by declining a position with a lesser percentage of full-time employment than the position the teacher last held while employed in the District.

5. Teachers returning to employment after a reduction in staff shall resume their previous contract status, seniority, salary, and existing fringe benefits. A teacher recalled to a position with fewer hours than previously occupied will receive prorated salary and benefits

6. If a teacher declines an offer to return to a position with similar hours to the position from which they were RIFed, or does not answer a request to return, or does not keep his/her address current with the Treasurer's Office, or was on a limited contract and has been on the recall list for twenty-four (24) months, said person shall be removed from the recall list and the Board shall have no further obligation to the person. If a teacher on a continuing contract declines an offer to return or does not answer a request to return, he/she shall waive his/her right to further employment with the Board. Otherwise, a teacher whose continuing contract has been suspended by the Board will have an ongoing right of restoration to continuing service status by the Board if and when teaching positions become vacant or created for which the teacher is qualified.

7. It shall be the responsibility of all certified/licensed staff to have on file in the Local and County Superintendents' Offices all valid Ohio Teaching Certificates/Licenses.

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

406 TRANSFER, VACANCY, AND PROMOTIONS (P.N. 2021)

A. Vacancy

The Superintendent shall cause a vacancy notice to be posted when the Board determines that a vacancy exists or will be created. This excludes supplemental positions. A vacancy occurs when a new position is created or a bargaining unit member resigns, retires, is nonrenewed, dies, transfers, or is terminated.

For positions that become available after August 1st of any year, the District may fill the position with a long-term substitute on a one (1)-year limited contract without complying with the posting requirements of this Section. However, if the District exercises this option, it shall repost the position, consistent with this Section, at the conclusion of that school year and fill it according to the requirements of this Contract at that time.

Vacancies in positions covered in this Contract shall be posted for five (5) working days electronically via an all-staff school email and on faculty bulletin boards in each building within five (5) days after each regular or special Board meeting during the regular school year. During the summer months when school is not in session, postings will be sent electronically via an all-staff school email and bargaining unit members will be notified utilizing the staff and all call electronic notification system.

Bargaining unit members wishing to be considered for any vacancy must notify the Superintendent, in writing, within the specified posting period.

B. Voluntary Transfer or Promotion

1. This Section is primarily to set forth procedures whereby teachers can make known their desire and be considered for a new assignment. Employed teachers properly certificated/licensed can make known their interest in changing positions opened through vacancy or creation by the Board as made known to teachers in 406/A, above. Teachers may also request a change in position annually by completing the letter of intent distributed by the Superintendent to all teachers by April 1st. If said vacancy occurs, requesting teachers shall receive written notification of the disposition of said opening. Teachers must be or will be properly certificated/ licensed by the effective date of the position considered. All transfer requests shall be maintained in a file for one (1) year. If the bargaining unit member wishes to keep the request active, he/she must do so in writing prior to the end of the one (1) year.

2. No position shall be filled until five (5) days after posting on bulletin boards or via electronic notification.

3. Teachers requesting intra-district transfers will be considered for the position before new employees are hired.

C. Involuntary Transfer

1. Teacher placement is recognized as a responsibility of the Superintendent. In order to meet educational needs of the District, it may be necessary to involuntarily transfer a teacher. An involuntary transfer shall mean a change in the teacher's assignment without the teacher's consent. Involuntary transfer shall be limited to once per

school year, except for transfers due to the fact that the teacher being transferred again is the only teacher certified/licensed for the position. An involuntary transfer shall be effected only after the teacher involved is given a two (2) week written notice as to the reasons for said transfer. The teacher may request in writing a meeting with the Superintendent to discuss the merits of the transfer. The teacher may at his/her option have a representative of his/her choice at this meeting. Such a transfer shall be made only when the Superintendent determines it is the best interest of the educational program. No teacher shall be transferred to a position for which he/she does not hold standard certification/licensure.

2. A teacher who is involuntarily transferred to a different grade level or to a subject matter in which the teacher has not taught for the past three (3) years, upon request will receive support from a Mentor Teacher and/or the Curriculum Coordinator.

3. A teacher (excluding a special area teacher) who is involuntarily transferred out of his/her content area/and or grade level and other than for a RIF shall be provided a stipend of Two Hundred Fifty Dollars ($250.00) for the time necessary to prepare for the new assignment.

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

5. If a vacancy occurs in the position the teacher was involuntarily transferred from, the teacher may request to be returned to that position. Such request to return to his/her original position shall be considered.

407 TEACHING DUTIES (P.N. 2021)

A. Responsibility

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

B. General Duties

1. The primary duty is to educate the students.

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

C. Specific Duties

Teachers shall:

1. Keep informed of new developments in their field(s) of instruction and use the methods and techniques that best meet the needs of the students within the limits of authority, facilities, and materials available;

2. Supervise students in the classroom and/or learning centers during instructional time. Assignment to supervision of students, during non-instructional time, shall be made in an equitable manner for all teachers;

3. Conduct classes of instruction according to the assigned time schedule and be responsible, within reasonable limits, for students dismissed from an assigned class or activity;

4. Assist in supervision of students in the halls and classroom during arrival, dismissal, and change of classes;

5. Maintain good discipline and control. Student discipline by the teacher shall relate to the situation and individual student. Questions related to proper or degree of discipline shall be answered by the Principal;

6. Remain with students during class or other supervisory duty, except in an emergency situation;

7. Maintain appropriate records of student progress;

8. Complete and forward related reports in keeping with administrative procedures and directives;

9. Provide notice to the Building Principal or his/her designated representative as a courtesy when leaving the building during the regular school day;

10. Keep lesson plans, seating charts, and related materials available and updated;

11. Attend all faculty meetings and District in-service programs called by the Principal or the Superintendent during the workday, unless excused by the Immediate Administrative Supervisor;

12. Report any accident or illness of students to the Principal;

13. Report any hazardous, unsafe, or unhealthy condition observed in or around the school to the Principal;

14. Have students move immediately away from any unsafe, unhealthy, or immediate danger and notify the Principal's Office of the condition;

15. Not provide or administer internal medicines of any kind; except in emergency situations.

16. Give full attention to contract responsibilities; and

17. Except in emergency situations, not be required but may handle students' medical and related problems to the extent that said teacher feels competent to handle these problems.

D. Daily attendance registers shall be kept by the office for all students in Grades 7 through 12.

E. Nonteaching duties, only if necessary, and homeroom duties shall be assigned uniformly and equally over the length of the school year.

408 PARENTAL COMPLAINT PROCEDURE (P.N. 2024)

A. When a complaint is made to the Board or any of its members or administrators by student's parents or any other member of the public concerning a teacher's conduct or other activities that relate to the teacher's employment duties, the teacher shall be informed by the appropriate administrator of the stated concern within two (2) workdays. The complainant will be advised to first try to address the issue with the teacher directly. If a complaint is not resolved at this level and is referred back to the appropriate administrator, the administrator will meet with and seek input from the teacher prior to implementing a plan to resolve the concern. No bargaining unit member shall be asked to attend a conference with a complainant to address his or her concerns without prior knowledge of the identity of the complainant and the nature of the complaint.

If the complaint warrants an administrative investigation, and the concern is to be used as a negative in evaluation or as a basis for disciplinary action, the complainant's identity shall be made known to the teacher. The appropriate Administrator and the teacher shall attempt to resolve the party's complaint with the complainant prior to action being taken by the Superintendent and/or the Board.

B. Should the complaining party still not be satisfied and bring the concern to the Board, the teacher shall be so informed within two (2) workdays of the complaint being filed with the Board and have the right to provide the Board information concerning the issue. In no case shall such a complaint be grounds for action or reprimand or discipline against a teacher without the

teacher's having prior notice that would allow a reasonable period of time [no fewer than five (5) school days] for the teacher to attempt to resolve the concern or provide information on the issue to the Administration.

C. Any administrative written communication with parents concerning a particular teacher shall be preceded by a copy being sent to the teacher. Any teacher-written communication to a parent(s) concerning the Board or the Administration of the District/school shall be preceded by a copy of the communication being sent to the appropriate Administrator or Board Treasurer.

ARTICLE 5. LEAVE PROVISIONS

501 SICK LEAVE (P.N. 2024)

A. The total number of days' accumulation for the use of Sick Leave for all teachers shall be two hundred sixty-five (265) days. Any teacher who starts the school year with the maximum accumulation and who uses five (5) or fewer sick days in a year and does not use any unpaid “dock” days shall receive a five-hundred-dollar ($500.00) bonus in the first (1st) pay in September.

B. Teachers shall earn Sick Leave credit at a rate of one and one-fourth (1¼) days per month while under contract with the Board. Annual accumulation is fifteen (15) days.

C. A teacher newly employed by the District will be credited for unused Sick Leave accumulated in other public-school employment. This shall be in keeping with Ohio Revised Code 143.29 and necessary verification by the proper public agency.

D. Each newly hired teacher and any teacher who has exhausted his/her Sick Leave shall be credited with five (5) days of Sick Leave per year. If any of these five (5) days of Sick Leave are used, they shall be deducted from the Sick Leave accumulated during that contractual year, or if necessary, the following contractual year. If the teacher ends employment using the advance leave and not earning the same, he/she shall have the per diem amount deducted for said unearned Sick Leave from the last paycheck issued by the Board.

E. Teachers employed by the Board, upon approval of the Superintendent, may use Sick Leave for the following reasons limited to the total accumulation of unused Sick Leave:

1. Personal illness or injury;

2. Medical/Dental/Doctor appointments

3. Pregnancy;

4. Exposure to contagious disease; and/or

5. Illness, injury, medical/dental/doctor appointments**,** or death in the immediate family.

F. "Immediate family" means spouse, domestic partner, children, stepchildren, foster children, father, or mother. It also includes brother, sister, grandparents, grandchildren, and mother-/father-in-law, persons who have assumed a similar legal relationship to the teacher or any member of the family or household who has clearly stood in the same relationship with the bargaining unit member as any of these.

In addition to those otherwise provided above, the death of aunts, uncles, sisters-/brothers-in-law, and grandparents-in-law will also be included.

G. Teacher may access their Sick Leave records, including records of past use and current balance, through the Board's employee access center. In addition, any teacher may request the Board Treasurer provide them with a statement of Sick Days charged against the teacher for the previous year or the current year, and/or a statement of their current Sick Leave balance.

H. Upon return from Sick Leave, teachers will complete the electronic leave form to verify the use of Sick Leave. When the teacher has been absent in excess of five (5) consecutive days, the teacher will be required to provide a physician's statement releasing him/her to return to work or provide proof of medical care.

I. Use of accrued days will continue to be allowed in one-quarter (¼) day increments.

J. A teacher who gives birth to a child need not provide proof of medical care for the six (6) calendar weeks following the birth. Any sick leave used beyond those six (6) weeks will require a physician's statement specifically describing the medical reasons for the need for further paid sick leave.

K. Any sick leave request shall be submitted through the Board's electronic leave request system.

L. In the event of a communicable disease exposure at the workplace and a bargaining unit member is mandated by state and federal law to quarantine because of such workplace exposure, the bargaining unit member will be placed on paid administrative leave during the period of the mandatory quarantine and shall not be required to utilize his/her sick leave.

502 SICK LEAVE BANK (P.N. 2024)

A. The purpose of the Sick Leave Bank shall be to extend additional Sick Leave days to bargaining unit members should the member experience a life-threatening or debilitating physical illness, high-risk and/or pregnancy with complications or catastrophic injury and the member has exhausted the employee's accumulated Sick Leave. On Convocation Day or within thirty (30) days of employment, the Board will provide the application for the Sick Leave Bank to bargaining unit members.

B. Each employee may contribute one (1) day of his/her accumulated Sick Leave to a common Sick Leave Bank prior to September 30th of each year. Such contributions are irrevocable. Employees who have contributed days to the Sick Leave Bank from previous years are not required to contribute an additional day unless the Sick Leave Bank falls below forty (40) days. Only employees who have contributed to the Sick Leave Bank may apply for days. Participation in the Sick Leave Bank shall be voluntary.

C. Upon depleting accumulated Sick Leave and Personal Leave and after obtaining a doctor's statement certifying a life threatening or debilitating physical illness or injury preventing the member from performing the duties of his/her job, a member may request days from the Sick Leave Bank. The request may be granted if the member meets the following conditions: (1) District records show that the member has exhausted his/her accumulated Sick Leave and Personal Leave; 2) the member is not eligible for lost time compensation under Workers' Compensation or under STRS disability; 3) the member is a contributing member to the Sick Leave Bank; and 4) there are sufficient days in the Sick Leave Bank to cover the request. Sick Leave Bank days may not be used to care for another member of the employee's family.

D. Members may not use days from the Sick Leave Bank for routine pregnancy related leave.

E. Members may not use more than forty (40) days at any one time from the Sick Leave Bank. If a member utilizes the consecutive forty (40) days, s/he may request an additional twenty (20) days from the bank. This request will be considered at a meeting of the Norwayne Local Education Association Executive Committee. A maximum of sixty (60) days may be utilized by a bargaining unit member during any one (1) school year.

F. The District shall keep accurate records of days accumulated by the Sick Leave Bank and of Sick Leave used by the Sick Leave Bank. Annually, the District shall notify the Association in writing of the accumulated days and days charged to the Sick Leave Bank that year.

G. The Norwayne Local Education Association Executive Committee shall be the committee who will determine the eligibility for leave under this Section. The Board shall have no role beyond confirming the member contributed to the Sick Leave Bank and has no remaining Sick Leave or Personal Leave available. Additionally, decisions made by the Association shall not be subject to the grievance and arbitration procedure found in Article 3 of this Agreement.

503 PERSONAL LEAVE (P.N. 2021)

A. Each employee shall be granted up to three (3) days of Personal Leave per school year. Such leave shall not be cumulative.

B. Personal Leave shall be granted for the following reasons:

1. Personal business;

2. Emergencies of any immediate nature;

3. Religious holiday;

4. Compulsory court attendance (See Section 508, below);

5. Marriage in immediate family;

6. Death of close friend or relative not covered under present Sick Leave;

7. College or military graduation or military deployment;

8. Professional improvement

C. The teacher shall submit Personal Leave requests through the Board's electronic leave request system.

D. Except for emergencies, notification should be at least five (5) working days in advance. In emergency situations, the form shall be completed by the teacher upon return to work. However, the teacher is obliged to notify the Principal of the emergency and the need to be off from his/her teaching assignment, so as to provide the Principal with the opportunity to arrange for a substitute for the teacher. The Superintendent shall notify the teacher requesting Personal Leave at least forty-eight (48) hours prior to the requested date as to the status of the leave.

E. Personal leave shall not be used for shopping trips, secondary employment, seeking other employment, for taking or extending a vacation or holiday, or for any recreational activities, without the express written approval of the

Superintendent. The Superintendent may also approve personal leave for "once in a lifetime" events.

F. If Personal Leave is requested for reason B1 or B8, above, prior to September 30th or after April 30th, the express written approval of the Superintendent, regardless of reason, must be obtained.

G. Except for emergencies under B2, there shall be no more than six (6) bargaining unit members in the District and no more than three (3) teachers at the middle school/high school, and three (3) teachers at the elementary building using Personal Leave on any day for reason B1 or B8, above.

H. Unused Personal Leave days shall be transferred to the teacher's accumulated Sick Leave days at the end of each school year at the rate of one (1) Sick Leave day for each one (1) unused Personal Leave day.

I. Personal leave shall be taken in one-half (½) or full day increments

504 PROFESSIONAL LEAVE (P.N. 2021)

A. Requests for Professional Leave initiated by staff will only be granted upon prior approval by the Board of Education. Teachers must submit a written or electronic request for Professional Leave at least ten (10) calendar days prior to the Board meeting scheduled before the date of the requested leave. The Board will reimburse staff for professional development registration within ten (10) working days following proof of attendance and expenses for Board-approved meetings. The Board will reimburse the cost of registration, and up to one hundred fifty dollars ($150.00) per day for hotel costs. Hotel costs will only be reimbursed based on number of days of conference (e.g., the Board will reimburse up to one hundred fifty dollars ($150.00) for a two (2)-day conference that requires one (1) night's motel stay). The Board will not reimburse any hotel expenses for one (1)-day conferences. The Board will reimburse teachers for meals up to a daily allowance of thirty-five dollars ($35.00) with itemized receipts. The Board will not reimburse taxes, tips, or alcohol costs.

If the Board requests a teacher attend a professional development program, the Board will pay the teacher's registration for the program up front and the teacher may make hotel reservations at a national chain hotel with a Board approved credit card. If the teacher does not attend the conference, they will be required to reimburse the school for the registration and any motel cancellation fees incurred.

The Board will reimburse teachers for mileage to attend professional development opportunities at a rate of fifty cents ($.50) per mile upon submission of a Google Map or similar electronic source detailing the miles driven. Reimbursement for mileage will be paid from the school to the

location of the PD, or from the teacher's residence to the location of the PD, whichever is less.

B. In order to enhance professional growth and performance, each teacher shall have the opportunity to use one (1) regular instructional day in any school year for visitation in another school in or outside the District. Any teacher desiring to make such a visitation shall submit a written request to his/her Building Principal stating the specific purpose of the visitation. Approval by the Superintendent or his/her designee and the school to be visited must be received prior to the visitation.

C. No more than two (2) teachers at the Middle School, two (2) teachers at the High school and three (3) at the Elementary School shall use a Professional Leave day on one (1) particular day, and no teacher shall be granted more than three (3) teacher requested days per year out-of-District without the express approval of the Superintendent. This provision does not apply for district assigned professional development.

D. Professional Leave may be granted to those coaches approved by the Superintendent to go to OHSAA sponsored clinics pertaining to those coaches' specific sports. Head coaches may be granted Professional Leave to attend the OHSAA state finals pertaining to a head coach's specific sport.

505 EMERGENCY AND HAZARDOUS LEAVE (P.N. 2021)

If by act of God, any teacher is prevented from reaching school on a regularly scheduled school day, such teacher will be granted emergency and Hazardous Leave with pay if Personal Leave is exhausted (Appendix D). All Emergency and hazardous leave will be entered using the prescribed digital platform in the district.

506 EXTENDED LEAVE OF ABSENCE (P.N. 2021)

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

A. Leave of Absence Request

1. Upon written request (Appendix D) of a teacher, the Board may grant a leave of absence without pay for a period of not more than two (2) consecutive school years for educational, professional, or other purposes.

2. Upon written request (Appendix D) of a teacher, the Board shall grant such leave of not more than two (2) consecutive school years where illness or other disability is the reason for the request.

3. Upon subsequent request, such leave may be renewed by the Board.

4. Upon return to service of a teacher at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave.

5. A bargaining unit member on leave of absence shall notify the Superintendent of his/her desire to return to work by November 1st or March 15th of the applicable semester or school year and shall be given a position for which they are certified.

6. Any bargaining unit member, on approved leave of absence, may have the option to pay for Board approved insurance while on leave. The bargaining unit member shall forward to the Treasurer a check in the amount of the premium ten (10) days prior to the payment date.

B. Leave of Absence for Professional Improvement

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

1. The teacher shall present to the Superintendent for approval a plan for professional growth prior to such a grant of permission attached to the leave form (Appendix D), and at the conclusion of the leave provide evidence that the plan was followed;

2. The Board may not grant such leave unless there is available a satisfactory substitute;

3. The Board may not grant such leave to more than five percent (5%) of the teachers at any one time;

4. The Board shall not allow a part salary in excess of the difference between the substitute's pay and the teacher's expected salary;

5. The Board shall not grant said leave for more than one (1) school year;

6. The Board shall not grant said leave to any teacher more often than once each five (5) years of service; and

7. The Board shall not grant said leave a second time to the same individual when other members of the staff have filed a request for a leave.

507 ASSOCIATION LEAVE (P.N. 2015)

A. The Association shall be granted a maximum of six (6) days annually for Association Leave to be used for Association state meetings and trainings. This leave shall be granted with pay.

B. Any Association member who is elected or appointed to the governing body of the Ohio Education Association shall be granted leave to attend such meetings. Such leave shall not be counted as part of the Association Leave as outlined in 507/A, above.

C. There will be no Board obligation for any expenses incurred by delegates attending such meetings, other than for a needed substitute teacher arranged for by the Administration. The leave form (Appendix C) shall be completed.

508 ADJUDICATION LEAVE (P.N. 2021)

A. The Board shall grant full pay when a teacher is subpoenaed for any court, SERB hearing, American Arbitration Association (AAA) hearing, or jury duty by the United States, State of Ohio, or a political subdivision.

B. When granted such leave, the teacher shall be replaced by a qualified substitute according to Board adopted policy.

C. If said teacher must serve on jury duty, any pay received shall be remitted to the Board Treasurer and attached to the completed leave form (Appendix C) so that no reduction in regular pay will result.

D. Excepting (1) jury duty, (2) situations in which a bargaining unit member is subpoenaed by the Board, or (3) cases in which a bargaining unit member is subpoenaed to serve as a witness in their professional capacity in a case in which the Board is not a party, if the case involves the teacher as a primary litigant, Personal Leave, under Section 503, above, must be used first prior to using this leave.

509 MILITARY LEAVE (P.N. 1977)

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

510 PAID CHILD CARE LEAVE (NEW 2021)

A. An employee who gives birth may take up to six (6) calendar weeks of paid sick leave for a natural delivery or eight (8) calendar weeks for a Caesarean delivery immediately following the birth of the child. Said leave shall run concurrently with leave under the Family and Medical Leave Act (“FMLA”).

B. The spouse or domestic partner who did not give birth may take up to two (2) weeks immediately following the birth. Said leave shall run concurrently with leave under the FMLA.

C. In case of the adoption of a child, an employee may take up to six (6) weeks of paid sick leave immediately following placement of the child in the home. If both parents are employed by the Board, a total of six (6) weeks may be taken between the two employees. Said leave shall run concurrently with the leave under the FMLA.

511 UNPAID CHILD CARE LEAVE (P.N. 2021)

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

A. A teacher who is pregnant shall be entitled upon request to a leave of absence not to exceed one (1) year. The beginning and ending dates of the total time of absence from work will be determined by the teacher and she must notify the Board of these dates as far in advance as possible. She will include with such notice either a physician's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.

B. A domestic partner or spouse will be entitled, upon request, to a leave of absence without pay between the time of the birth of a child and one (1) year thereafter.

C. A teacher adopting a child will be entitled upon request to a leave to commence at any time during the first year after receiving de facto custody of said child or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption. The leave of absence for the adoption of a child that is not yet school age will not exceed a total of one (1) year. The leave of absence for the adoption of a school age child will be limited to the leave necessary to complete the adoption process.

D. Any bargaining unit member, on approved leave of absence, may have the option to pay for Board approved insurance while on leave. The bargaining unit member shall forward to the Treasurer a check in the amount of premiums ten (10) days prior to the payment date.

512 ASSAULT LEAVE (P.N. 1986)

A. Assault Leave shall be granted to a teacher who is absent from his/her assigned duties because of an injury resulting from an assault. Said leave shall not be charged against Sick Leave. Said teacher shall be granted the aforementioned Assault Leave and shall be maintained on full pay status during such absence.

B. A teacher shall be granted Assault Leave according to the following rules:

1. The incident resulting in the absence of the teacher must have occurred during the course of employment with the Board.

2. Upon notice to the Principal or Immediate Supervisor that an assault upon a teacher has been committed, any teacher having information relating to such assault shall, as soon as possible, prepare a written statement embracing all facts within the teacher's knowledge regarding said assault, sign the statement, and present it to the Building Principal or Immediate Supervisor.

3. If the teacher receives medical attention and/or is absent from his/her assigned duties more than three (3) days, a certificate from a licensed physician, stating the nature of the disability and its duration, may be required before Assault Leave payment is made.

4. A teacher shall not qualify for payment of used Assault Leave until he/she has completed the leave form (Appendix D).

5. Said teacher shall not be permitted to accrue Assault Leave.

6. Payment for Assault Leave shall be at the assault teacher's rate of pay in effect at the time of the assault or the rate for which the member may become eligible in accordance with the Ohio Revised Code.

7. Payment shall be discontinued when the teacher elects to retire or is no longer under contract with the Board.

8. Falsification of either a signed statement or a physician's certificate is reason for suspension or termination of employment under ORC §3319.16.

513 UNPAID SABBATICAL LEAVE (P.N. 2021)

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

and make recommendation to the Superintendent with rationale for the recommendation. The final decision rests with the Board.

Any bargaining unit member, on approved leave of absence, may have the option to pay for Board approved insurance while on leave. The bargaining unit member shall forward to the Treasurer a check in the amount of the premiums ten (10) days prior to the payment date.

514 UNPAID SHORT-TERM LEAVE (P.N. 1991)

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

515 FAMILY AND MEDICAL LEAVE ACT (FMLA) (P.N. 2021)

A. An eligible employee may take up to twelve (12) workweeks of unpaid leave ("FMLA Leave") in a single twelve (12)-month period for one (1) or more of the following circumstances:

1. The birth of an employee's child and to care for the child up to age one (1);

2. The placement of a child with an employee for adoption or foster care, up to a twelve (12) month period after the placement;

3. To care for the spouse, child, or parent of an employee when that family member has a serious health condition (Form WH - 380F);

4. The employee's inability to perform the functions of the position because of the employee's own serious health condition. (Form WH - 380E);

5. For qualifying military situations arising when a teacher's spouse, son, daughter, or parent is on active duty or is called to active-duty status. (Form WH - 384)

"Twelve (12)-month period" is defined as the twelve (12) month period measured backward from the date the staff member's first FMLA leave begins (i.e., the "leave year" is specific to each individual staff member).

B. An eligible bargaining unit member may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for a covered service member who is the spouse, son, daughter, parent, or next of kin of the bargaining unit member. (Form WH - 385)

C. A “serious health condition” is defined as one that involves either inpatient care or one where the period of incapacity: 1) is more than five (5) consecutive calendar days and involves treatment by a health care provider; 2) is due to incapacity due to pregnancy or prenatal care; 3) is a period of incapacity or treatment for such incapacity due to a chronic serious health condition; 4) is a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective; or 5) any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment are administered are not “serious health conditions” unless complications develop.

D. Spouses employed by the Board are jointly entitled to a combined total of twelve (12) weeks of FMLA Leave if the FMLA Leave is requested for the birth or placement of a child or to care for an ill parent (but not parent-in-law). Spouses employed by the Board are jointly entitled to a combined total twenty-six (26) weeks of FMLA leave if the leave is requested to care for a covered service member.

E. For purposes of this Section, a qualifying military situation arises when a teacher’s spouse, son, daughter, or parent is on active duty or called to active-duty status (i.e., not on active duty in the Armed Forces) and includes, but is not limited to, the following situations:

1. Attendance at official military-sponsored events,

2. To provide or arrange for alternative childcare or schooling,

3. To make financial or legal arrangements to address the member’s absence while on active duty,

4. Counseling,

5. Rest and recuperation, and

6. Post-deployment activities.

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

F. To be eligible for FMLA Leave, the employee must:

1. Have been working for the Board for at least twelve (12) months before the leave request (these do not need to be consecutive months); and

2. Have worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period preceding the FMLA Leave; and

3. Provide the Board with thirty (30) days' advance notice when the need is foreseeable and such notice is practicable.

G. Sick Leave taken in accordance with Article 5, herein, shall be counted as FMLA Leave if the reasons for taking leave qualify as FMLA reasons.

H. The Board shall notify the teacher of FMLA eligibility within three (3) business days of learning of the need for FMLA leave (Form WH - 381 and WH - 382).

I. The Board shall maintain coverage under the group health plans for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not taken leave. The employee may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the employee's own expense. Payment of the employee's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The employee shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.

J. For unpaid FMLA Leave, the Board retains the right, at its own expense, to require the employee to obtain the opinion of a second health care provider designated by the Board. If the second opinion is in conflict with the first, the Board may request, at the Board's expense, the employee to see a mutually agreed upon health care provider to give a final and binding opinion regarding eligibility for unpaid FMLA Leave. The employee and the Board must each act in good faith to attempt to reach agreement on whom to select for the third opinion provider. If the Board does not attempt in good faith to reach agreement, the Board will be bound by the first certification. If the employee does not attempt in good faith to reach agreement, the employee will be bound by the second certification.

K. <u>Intermittent Leave and Reduced-Work Schedule</u>

1. "Intermittent Leave" means leave taken in separate periods of time due to a single illness or injury, rather than for one (1) continuous period of time and may include leave of periods from an hour or more to several weeks. Examples of Intermittent Leave would include leave taken on an occasional basis for medical appointments or

leave taken several days at a time spread over a period of six (6) months, such as for chemotherapy.

- When medically necessary, an employee may take intermittent FMLA Leave or a Reduced-Work Schedule to care for a spouse/child/parent who has a serious health condition. The employee shall make reasonable efforts to schedule treatment so as not to unduly disrupt the regular operations of the Board.

3. When FMLA Leave is taken because of birth or placement for adoption or foster care, an employee may take leave intermittently or on a Reduced-Work Schedule only if the Board agrees.

L. Return to Work

1. At the end of unpaid FMLA Leave, the Board shall restore the employee to the same position or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.

2. When an employee is medically able to return to work after using unpaid FMLA Leave because of a serious personal health condition, he/she shall provide the Board with a statement from his/her health care provider (Appendix I) that the employee is able to resume the job functions for his/her position.

3. Should an employee not return to work at the end of the unpaid FMLA Leave or contractual leave that is adjacent to the FMLA Leave for reasons other than the continuation, recurrence, or onset of the serious health condition that gave rise to the FMLA Leave or for circumstances beyond the employee's control, the employee shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA Leave period. An employee shall be required to support his/her claim of inability to return to work because of the continuation, recurrence, or onset of the serious health condition. Certification from the employee's health care provider shall be provided in a timely manner and no later than thirty (30) calendar days after the claimed inability to return. If this certification is not provided in a timely manner, the Board may recover the health benefit premiums it paid during the period of unpaid FMLA Leave.

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

516 ATTENDANCE INCENTIVE (P.N. 2024)

A. For each bargaining unit member who does not use any Sick Leave days and uses no unpaid "dock" days during each nine-week grading period, that member shall be paid Two Hundred Dollars ($200.00). If only one (1) Sick Leave day is used during a nine-week grading period and no dock days, that member shall be paid One Hundred Dollars ($100.00). The incentive amounts are prorated for part-time teachers. Members who receive the bonus set forth in Section 501(A) are not eligible to receive more than Eight hundred dollars ($800.00) total from Sections 501 and 516 combined.

B. Eligible bargaining unit members shall receive this pay with the first paycheck in August.

C. Failure to timely submit leave forms may jeopardize a bargaining unit member from collecting the incentive.

ARTICLE 6. TEACHING ENVIRONMENT

601 TEACHING CONDITIONS (P.N. 2021)

A. Elementary music, art, and physical education teachers shall spend an equitable amount of classroom time in all buildings that they are assigned to in the District, neither coming late nor leaving early so as to be uniform in time responsibilities with regular classroom teachers. In case of absence of a circuit teacher, the Board shall be responsible for securing a substitute for said teacher.

B. All changes in schedule for certified/licensed teachers must be arranged beforehand with the Principal(s) involved and approved by him/her.

C. The Administration will provide any moving of materials, equipment, supplies, etc. for any employee transferred from one (1) building to another and reasonable release time if during the school year. Teachers assigned as circuit/travelling teachers are exempted from this provision.

D. The Board/Administration will actively seek academic/social/medical history of all students and will make this information, not restricted by law, available to the staff where these students are assigned.

E. The Board will continue to strive for full-time employment as compared to hiring part-time.

F. It seems professionally advisable and educationally prudent to allow and provide an orientation program for each child/student attending Norwayne Local Schools. This orientation program/process will be conducted by the Building Principal or his/her designee (i.e., Guidance Counselor or Dean of Students) as soon as it is feasible/practicable, but prior to the student

attending any classes/school in the Norwayne Local School District. The orientation program and process should be attended by the parent(s) or custodian directly responsible for the student's school attendance/ educational programming and academic/discipline responsibilities.

G. The district shall not require any bargaining unit member to download computer applications or programs to his/her personal electronic devices or to use his/her personal electronic devices to contact students and/or parents. The District may require bargaining unit members to use designated applications/programs to communicate with parents through District-provided devices. Bargaining unit members may choose to use such applications/programs on their personal devices.

H. Bargaining unit members shall not be required to live stream or record any classroom lessons or district activities while students are present. Instruction mandates will not include requiring bargaining unit members to synchronous teach or asynchronous teach or record instruction for remote learners with students present in the classroom.

602 ENGLISH LANGUAGE ARTS TEACHERS (P.N. 2021)

The Board shall provide three (3) reinforcement English Language Arts teachers or tutors (I/SGI) to assist with the reading program K-8. There will be a minimum of one (1) teacher or tutor (I/SGI) at the elementary and one (1) teacher or tutor (I/SGI) at the middle school. English Language Art teachers will receive one (1) day designated by their administrator to write the RIMPS.

603 PARENT/TEACHER CONFERENCES (P.N. 2021)

A. There shall be three (3) regularly scheduled District-wide parent/teacher conferences. They shall be as follows:

1. During the first semester, two (2) scheduled during the evening hours; and

2. During the second semester, one (1) scheduled during the evening hours.

3. The parent teacher conference will be scheduled with input from the Building Leadership Team.

4. Conferences can be held virtually at parent's request.

B. Compensatory time shall be as follows:

1. During the first semester, one (1) day of compensatory time shall be granted on the Monday following Thanksgiving, except as otherwise agreed by the parties to the contract; and

2. During the second semester, one-half (½) day of compensatory time on the following Friday of the same week.

C. The evening conferences shall be a maximum of three (3) hours in length.

D. The actual dates of parent/teacher conferences, after input of each building staff, shall be made a part of the school year calendar as adopted by the Board. These conferences shall be on staggered days of the week if possible.

E. All music and art teachers will be released from participating in the second and third parent/teacher conferences in recognition of time expended for evening concerts and art exhibitions outside of the school day.

F. All intervention specialists shall attend all parent/teacher conferences on the same conditions as regular education classroom teachers.

604 GUIDELINES FOR CLASSROOM VISITATION (P.N. 2021)

A. The Association and the Board wholeheartedly support parent and community involvement in schools and encourage members of the community to visit the schools. However, because of the potential interruption and disruption of the children's education posed by uncontrolled classroom visitations, the Board hereby adopts as its policy the following guidelines for public or parental visitations in classrooms in order to minimize the disruption of the educational process.

1. All visitors must check in at the office upon entering the school.

2. The visitor shall be escorted to the classroom unless the teacher is expecting the visitor and directions to the visitor will be sufficient. In the latter case, the teacher should be advised by the office so the teacher will know the office is aware of the visitor's presence.

3. Visitations shall only take place if the teacher approves.

4. Visitations shall be by prior arrangement with the teacher. Visitors shall inform the teacher of the general purpose of the observation or visitation in advance. Teachers shall have the right to reschedule a visitor, through the Administration, when prior arrangements have not been made.

5. Norwayne Local School Board members, State/County Office staff/officials and administrative staff members are not classified as public visitors.

6. Where practical, the visitor and the teacher should arrange a conference to discuss the visitation.

7. No electronic devices will be used to make any record of the visit except by agreement of the teacher.

8. Every effort will be made to minimize the amount of disruption caused by such visit.

B. In the event a problem develops in a given school with regard to application of the guidelines provided in this Article, an effort shall first be made by the teachers involved to resolve the problem directly with the Principal before the filing of a grievance.

605 SCHOOL DAY (P.N. 2024)

A. Workday

1. The school working day for teachers shall not be extended beyond seven hours and thirty minutes except for parent/teacher conference days referred to in Section 603.

2. There will be one (1) faculty meeting per month not to exceed sixty (60) minutes before/after the teacher workday for which an agenda is distributed in advance.

3. When approved by the Building Principal, arrival, and dismissal at all buildings by the teachers shall be flexible so as to accommodate a variety of different teacher schedules, so long as each teacher works a full-length day.

4. Teachers shall have the right to depart the building immediately after regular student bus departures on Fridays and the day before holidays.

5. Each building shall have early dismissal on the last student day of the academic year, if permitted by law.

B. Planning and Preparation Time

1. All teachers and guidance counselors shall be granted at least two hundred (200) minutes of planning and preparation time per week with at least one (1) daily block of no less than thirty (30) minutes, in addition to lunch as provided in 606/C, below. The schedule may be adjusted to accommodate assemblies or shortened short days.

2. Elementary/Middle School art, music, and physical education teachers will assist in supervising building assemblies, if requested of the Administration by teacher(s) during that time the teacher(s) is(are) scheduled to be on planning time.

C. Lunch

As required by ORC §3319.072, each regular full-time teacher employed by the Board shall be granted a daily continuous duty-free lunch period, no less than thirty (30) consecutive minutes in length which shall not be restricted to remaining on school premises. Any teacher leaving the school during his/her duty-free lunch period must let the office know that he/she is leaving. The reason need not be given.

D. Required Meetings/In-service

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

E. School Closures

When a school(s) is/are closed because of inclement weather, hazardous road conditions, no utilities, etc., teachers will not be required to report to work on the first three (3) calamity days. Teachers will not be paid for any "make-up" days where the total number of days actually worked in the school year does not exceed the work days in Section 607 (A).

606 CLASS SIZE (P.N. 2006)

A. The parties agree that classes in grade levels and subject areas will be kept as equal as is possible. There shall be no fewer than forty (40) in-class classroom teachers per one thousand (1,000) students. Further, there shall be no fewer than five (5) Education Service Personnel Teachers per one thousand (1,000) students. The Administration will make a good faith effort to limit academic class sizes as follows: Grades K-4, no more than twenty-six (26) students; Grades 5-8, no more than twenty-eight (28) students; Grades 9-12, no more than thirty (30) students, one hundred seventy (170) students in a given day.

B. Teachers with mainstreamed students will be provided assistance/advice as it is mutually determined by the Association President and Superintendent on a case-by-case basis.

C. Classroom teachers with large classes are permitted, through the Association President or his/her designee, to go to the Superintendent, who will strive to seek alternatives in order to make the necessary adjustments in classes.

607 CALENDAR (P.N. 2024)

A. There shall be no more than one hundred eighty (180) teacher workdays in session with students inclusive of parent/teacher conferences. There shall be no more than one hundred eighty-six (186) teacher workdays in a work year [plus one (1) additional day for teachers new to Norwayne Local School District.] All days over one hundred eighty-three (183) in a work year shall be paid on a daily rate (i.e. annual salary divided by 183) per section 607 A(1). This shall not apply to teachers on extended service. The calendar may contain the following provisions:

1. Two (2) professional/in-service days at the beginning of the school year. One (1) day can be placed at the beginning of the school year and one (1) day may be scheduled during the school year. The board may waive one (1) of those two (2) days. Per diem payment for these additional days will be paid to each teacher if the school district does not utilize the corresponding amount of calamity days. Payment for such days will be paid at the end of the school year in a separate check.

2. One-half (½) of a day will be designated at the beginning of the school year for convocation day.

3. One (1) teacher workday without students held at the beginning of the year.

4. Two (2) professional/in-service days held during the school year (one [1] during the first semester and one [1] during the second semester). These days may be used for professional development or activities such as recordkeeping, data analysis, progress growth monitoring, RTI, IEP, WEPs, and planning.

5. One (1) teacher workday without students at the end of the school year.

6. Three (3) Parent/teacher conference evenings.

B. Final decision on the calendar will comply with state law which will take into account the input of the staff by providing a multiple of calendar choices to be voted on by the Association with the results going through the Superintendent to the Board who can adjust the staff selection for reasonable cause. All make-up days for school closure days beyond five school days will be built into the calendar.

C. The one-half (½) day worked by bargaining unit members on Convocation Day will be compensated in conjunction with the one-half (½) day evening spring conference. Staff who do not have any scheduled parent conferences may be assigned to supervise a before or after school program

for an equivalent period. The assigned period will be agreed upon by the bargaining unit member and the administrator. Bargaining unit members will be given two (2) weeks' notice of any assignment.

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

608 TEACHER FACILITIES (P.N. 1988)

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

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

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

610 ATHLETIC PASSES (P.N. 2021)

Teachers shall receive passes for themselves, and his/her spouse or domestic partner, to all home athletic events.

611 STUDENT DISCIPLINE (P.N. 2009)

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

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

612 EDUCATION OF STUDENTS WITH DISABILITIES (P.N. 2021)

A. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or Section 504. The parties further recognize that federal and state

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

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

1. The educational benefits both academic and nonacademic, available to a disabled student in the regular classroom setting and the disabled student's progress, with appropriate supplemental aids and services;

2. The effects and impact of the disabled student's inclusion in the regular education classroom setting upon the other children in the class, both positive and negative (e.g., unreasonable classroom disruptions or diversion of instruction time despite appropriate supplemental aids or services); and

3. The cost of necessary supplementary services.

C. Any teacher involved in educating a student who is being served under an BIP, WEP, IEP or 504 Plan will be provided access to the plan and will be given the opportunity to collaborate with the IAT/IEP Team to provide input and feedback in the development (where possible), implementation or revision of that plan. The BIP/WEP/IEP/504 Plan will designate the individual to whom the teacher should go to discuss questions and concerns related to 614/B, above, or seek revisions or interventions.

D. Recognizing that special classes, separate schooling, or removal of children with disabilities from the regular education environment may occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, the District will be proactive in:

1. Offering a continuum of services that will support and assist the affected teachers in providing education in the least restrictive environment;

2. Providing in-service training to bargaining unit members to assist in addressing the legal and education needs of disabled students in a regular education classroom environment;

3. Utilizing successful models of inclusive programs in a regular education environment.

4. Providing the individualized supplementary aids and services, including personnel, that may be necessary to provide instruction, medical procedures, or custodial care in a regular education environment.

5. The elementary and middle school intervention specialists, excluding MH Units, assigned to multiple grade levels will have no more than two consecutive grade levels per instructional period.

E. To the extent practical, ETR/IEP/504 meetings will be held during the workday. If the meetings are held outside of the normal workday/work year, bargaining unit members will be compensated at a rate of twenty-five dollars ($25.00) per hour or fraction thereof for time spent in such meetings.

F. Special education teachers (exclusive of I/SGIs) or related services personnel) will be provided at least one (1) day and up to two (2) days of release time per year for drafting of IEPs and to prepare reports for progress monitoring. Special education teachers shall be provided release time, as has been the practice, to conduct IEP conferences. Additional release time for preparing IEPs will not be granted absent a showing of unique circumstances

G. The District may provide release time of one (1) day for teachers to prepare RIMPs and/or WEPs. Teachers may arrange this release time with his/her building principal or may choose to complete such work outside the school day and submit a timesheet for their hours worked up to a maximum of seven and one-half (7.5) hours at a rate of twenty-five dollars ($25.00) per hour.

H. Teachers preparing data collection for RTIs and progress monitoring will be provided two (2) hours per quarter at a rate of twenty-five dollars ($25.00) per hour. Each teacher shall submit a time sheet at the end of each quarter to his/her building principal.

I. Alternative Assessment

- Teachers who are responsible for alternative assessments will be given one-half (½) day of release time in the building for each of the teacher's students requiring an alternative assessment.

- No teacher will be required to develop or implement an Alternative Assessment Plan for a student without first receiving training regarding the specific requirements of such plans. Release time will be provided to receive such training.

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

K. Specialized Health Care Procedures

1. Teachers in MH units with medically fragile students will be trained in any procedure necessary to protect the child.

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

L. Any issues relating to:

1. a student's eligibility for special education or accommodations under the IDEA or Section 504;

2. the contents or appropriateness of a student's IEP/504 Plan; or

3. the student's placement;

are not grievable.

M. Review of Student Placement

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

613 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE (P.N. 2024)

A. Purpose

Pursuant to ORC §3319.22, a Local Professional Development Committee (LPDC) shall be established to oversee, review, and determine that professional development plans for course work, Continuing Education Units (CEUs), and/or other equivalent activities that a District educator proposes to complete meet standards adopted by the Ohio Department of Education for the renewal of educator licenses. The LPDC shall also oversee the tuition reimbursement program set forth in Section 814 of this Agreement.

B. Term of Office

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

C. Composition and Selection

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

   Three (3) Teachers

   One (1) Principal

   One (1) other certificated/licensed District employee

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

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

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

   One (1) Teacher

   One (1) Principal

   One (1) other certificated/licensed District employee

D. Chairperson

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

E. Decision Making

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

F. Training

1. Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs.

2. If the available training is during work hours, the Committee members shall be given paid release time to attend. If the training is outside the regular workday or year, the Committee members shall be paid substitute period pay for actual training time.

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

G. Meetings and Compensation

1. The LPDC shall meet as often as the members deem necessary to complete its work. Not later than September 10th each year, the Committee shall post in each building its meeting schedule. Additional meetings may be scheduled, as necessary.

2. The Committee Chairperson shall be paid Eight Hundred Dollars ($800.00) per school year.

3. Committee members shall be paid substitute period pay for work outside of the workday.

4. The LPDC shall not have any authority to revise, change, delete, or modify any Article or section of this Negotiated Agreement.

H. Appeals Process

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

I. Evaluation Impact

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

J. Records

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

K. Reciprocity

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

L. Administrator's Course Work

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

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

The LPDC will:

1. Function as the Master Teacher Program Committee of at least five total members (majority teachers) to review and score Master Teacher applications. Whenever possible, teachers with like building assignments or licensure/certification will review and score the Master Teacher submission documents.

2. Establish formatting, assembling, and submitting requirements. (using the document on the Master Teacher Program produced by the ODE Center for the Teaching Profession (Appendix J).

3. The District will insure that, under no circumstances, will the involvement in the activities of the Master Teacher Program Committee result in any adverse employment decisions for Committee Members or Master Teachers.

4. Insure that the Master Teacher Program process shall have no adverse impact on the teacher's employee evaluation.

5. Assure that the Master Teacher Program process is completely voluntary for bargaining unit members.

614 RESIDENT EDUCATOR PROGRAM/TEACHERS NEW TO THE DISTRICT (P.N. 2024)

A. Purpose

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

B. Definitions

1. Resident Educator Program

A program of support provided by the Board, pursuant to the rules adopted by the ODEW, to meet the unique needs of a Resident Educator who holds a Resident Educator license. The Resident Educator Program or similar mentoring program that meets ODEW and District guidelines shall be used. When a Resident Educator is employed after the beginning of the school year, the Resident Educator Program shall be a minimum of one hundred twenty (120) school days plus the remaining academic years required by ODEW. The Resident Educator Program is transferrable from one district to another within a school year and between consecutive school years.

2. Mentor

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

3. Resident Educator

A Resident Educator is a new teacher who holds a Resident Educator License and is required to complete the ODE Resident Educator Program.

4. Teacher New to the District

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

C. Committee

1. The Committee shall be comprised of five (5) members, with three (3) appointed by the NLEA Executive Committee and two (2) appointed by the Superintendent by May 1st of each school year.

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

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

4. A meeting may be conducted if a majority [three-fifths (⅗)] of the members are present. The Committee shall act by a majority vote of the members present at the meeting.

5. Committee members shall be provided release time three (3) times per school year to attend Committee meetings; said release time shall be separate from any other release time covered under this Agreement.

6. The Committee shall select the teachers who will act as Mentor Teachers.

7. Application forms for Mentor Teacher positions will be made available to all bargaining unit members.

D. Mentors

1. Qualifications

a. The applicant must hold a valid teaching certificate/license and have a minimum of five (5) years of teaching experience and three (3) years in the District.

b. The applicant shall be required to submit written letters of recommendation from two (2) peers and one (1) administrator by April 30th for the following school year.

c. The applicant must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

d. Approved applicants must complete mentor training.

2. Selections

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

b. Resident Educators in their final year of the program will be assigned a district-approved mentor.

3. Training

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

4. Responsibilities

The Mentor Teacher, in concert with the~~,~~ Resident Educator, shall develop a program of professional support for the Resident Educator consistent with the ODE's requirements.

a. The mentor does not have a formal evaluative role. The mentor's role is to support the growth of the Resident Educator as an instructional mentor through formative assessment tools.

b. Mentors must serve one (1) term on the Mentoring Committee when asked.

c. Mentors must consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis.

d. The mentor will use the Resident Educator Program formative assessment tools and protocols to support the Resident Educator.

5. Release Time

Each Mentor Teacher shall be granted release time not to exceed three (3) days per year for direct mentoring activities, which may be used in one-quarter (¼) day increments. Said release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Superintendent.

6. Stipends

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

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

c. Each Mentor or Facilitator Teacher assigned as a Leadership Mentor, RESA Facilitator, or teacher New-to-the-District Mentor shall be paid a stipend of Three Hundred Dollars ($300.00).

E. Resident Educator Program Coordinator

1. Qualifications

Resident Educator Program Coordinator shall:

a. have at least five (5) years of teaching experience in the School District;

b. serve a two (2) year term.

c. have observation experience under previous Resident Educator Program Coordinator if possible.

d. have served successfully as a Mentor Teacher in the District.

2. Selections

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

3. Responsibilities

a. The Resident Educator Program Coordinator will ensure that entry-year requirements are met.

b. The Resident Educator Program Coordinator will facilitate the support provided to Resident Educators and Mentor Teachers.

c. The Resident Educator Program Coordinator communicates with Mentor Teachers to discuss the needs of the Resident Educators

d. The Resident Educator Program Coordinator collects evidence of ongoing communication between the Mentor Teachers and Resident Educators.

e. The Resident Educator Program Coordinator conducts an annual review of the Resident Educator Program based on input from all program participants

4. Release Time

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

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

F. Resident Educators and Teachers new to the district

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

2. The Resident Educator shall be provided release time not to exceed three (3) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (¼) day increments and shall be coordinated by the Superintendent.

The Teacher new to the District shall be provided release time not to exceed two (2) days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in quarter (¼) day increments and shall be coordinated by the Superintendent.

3. An effort will be made by the Administration to assign an equitable workload/schedule to a Resident Educator.

4. Each Resident Educator and teachers new to the district shall be given an initial orientation on the following matters.

a. The pupils and community to be served;

b. School policies, procedures, and routines;

c. Courses of study, competency-based education programs, and responsibilities for lesson plans;

d. The layout of the facilities of the assigned school building(s);

e. The nature of the Mentoring Program which will be provided; and

f. Additional information, a new teacher may need to be adequately prepared for a specific assignment.

5. Each Resident Educator and teacher new to the district shall be provided with the following throughout the school year:

a. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the instructional resources available for such implementation;

b. Assistance with the management tasks identified as especially difficult for new teachers;

c. Assistant in the improvement of instructional skills and classroom management; and

d. The opportunity to consult/observe other teachers both within and outside of the District.

G. Protections

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

2. All members of the Committee, Mentor Teachers, and Resident Educators shall keep confidential all discussions, actions, materials, and other information to the extent permitted by law.

3. The regular evaluation of the Mentor Teacher shall not be affected in any aspect by the Resident Educator Program or its demands.

4. The Mentor Teacher shall not be held liable for the performance of a Resident Educator or evaluated based on the teacher's performance as a Mentor Teacher.

5. Resident Educators shall be provided all due process provisions allowed by the master agreement on Ohio Revised Code.

6. This Article shall not be subject to the grievance procedure.

H. Program Review/Revisions

1. Committee - Mentor Teachers and Resident Educators may meet as a group with the Mentoring Committee prior to the end of each school year to assess and evaluate the program. Recommendations may be submitted in the form of a written report to the Association and the Superintendent not later than May 15th.

2. Association/Board - Association and Board representatives may meet to discuss the recommendations prior to the next school year.

3. Mentor Teachers - In addition to meeting for program evaluation purposes, Mentor Teachers may meet on a periodic basis for coordination purposes.

I. Records

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

615 GUIDANCE PROGRAM (P.N. 2024)

The District will employ school counselors as needed.

616 CREDIT FLEXIBILITY (P.N. 2021)

A. Teachers may be requested to serve as the "teacher of record" for a student who has submitted a proposal for credit flexibility plan in accordance with the Board's Credit Flexibility Policy. The teacher must be licensed and highly qualified in the subject area for which the student is seeking credit.

B. The teacher of record will participate in the conferences with the student, parent, principal, and school counselor to evaluate and finalize the student's proposal. The teacher of record will also periodically meet with the student consistent with the approved Credit Flexibility Plan and will participate in the final assessment of the student's completion of the Credit Flexibility Plan.

C. The teacher of record may meet with the student during the teacher's planning time, at the beginning or end of the regular school day or outside of the work day. In anticipation of the teacher utilizing planning time and/or time outside of the regular work day, the teacher of record will receive a stipend of Two Hundred Fifty dollars ($250.00).

617 STUDENT TEACHER STIPEND (P.N. 2012)

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

618 CURRICULUM DEVELOPMENT PROCESS (NEW 2015)

A. One to two times per year the superintendent/designee will arrange for department/ grade level meetings to discuss curriculum, vision, and needs, as well as for reviewing and making recommendations for curriculum material adoption.

B. The superintendent/designee will provide vendor materials, vendor presentation of materials and a reasonable amount of time for review, study, and analysis.

C. Recommendations for revised curriculum purchase shall be submitted to the superintendent/designee for approval.

619 PROFESSIONAL DEVELOPMENT COMMITTEE (P.N. 2021)

The Board of Education and the Association established a Professional Development Committee beginning with the 2015-2016 school year.

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

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

620 COLLEGE CREDIT PLUS (CCP) (P.N. 2021)

A. To be qualified to teach a College Credit Plus ("CCP") course, a bargaining unit member must be an adjunct professor at a college or university. If the board has requested a teacher provide the instruction for a CCP class and that teacher needs to take extra credits in order to become certified the board will pay the costs of those credits. The cost of these credits will be in addition to the tuition reimbursement funds provided in Section 814.

B. Members who teach CCP courses or any course offered through the college or university that requires the teacher be an adjunct professor at the college or university will receive a stipend of seven hundred fifty dollars ($750.00)

for each CCP course. A bargaining unit member who is teaching a new CCP course offered by the school district, will be paid an additional seven hundred fifty dollars ($750.00) in the first year that course is offered for each new course to account for additional planning time.

C. A teacher being requested by the board to teach a CCP class has the right to refuse such a request.

D. Any evaluation done by the Higher Education institution of a bargaining unit member teaching a CCP class will not have that evaluation impact the teacher's individual OTES evaluation and will not be placed in the bargaining unit member's personnel file unless the bargaining unit member requests that the CCP feedback/evaluation be placed in his/her personnel file.

621 DRESS CODE (NEW 2024)

A. During the course of the regular workday, bargaining unit members shall be physically clean, neat, and well-groomed and shall dress in a "business casual" manner consistent with their professional responsibilities in order to work comfortably, while projecting a professional image to students, parents, and community members. The discipline of a particular subject area (i.e., art, industrial technology, agriculture, exercise, and sport science) may necessitate clothing other than "business casual."

B. Bargaining unit members shall not wear blue jeans, shorts, T-shirts, or tank tops (unless worn with a sweater or jacket), sweatshirts or sweatpants, hoodies, or leggings (unless the member's top over leggings extends to at least mid-thigh). Bargaining unit members shall not wear clothing with holes in it.

C. Notwithstanding the above, it is the mutual understanding of the Board and the Union that no dress code can cover all contingencies. Members must exert a certain amount of judgment in their choice of clothing. Administrators may relax the dress code on special event days.

ARTICLE 7. CONTRACTS

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

A. All regular teachers employed to perform regular duties by the Board shall receive written contracts in keeping with Ohio Revised Code. The regular individual contract shall include:

1. Name of teacher;

2. Name of the School District and the Board of Education;

3. Type of contract, limited/continuing, and duration if limited;

4. Annual salary to be paid and the basis used to determine the amount; (Said information shall apply only for the initial year on a multi-year or continuing contract. Thereafter, this information will be included on the annual salary notification during the term on the contract.)

5. Signature of the Board President, Board Treasurer, and the teacher.

B. In addition to the regular contract, teachers shall receive the following:

1. Upon initial employment, the teacher shall be notified, normally, no later than August 1st of his/her assignment including building(s) where services are to be performed and subject/grade levels to be taught. A teacher under current contract with the Board shall be notified, normally, no later than July 1st if there is a change in his/her assignment for the succeeding school year. Any change in teaching assignment shall be in keeping with the policy governing Transfer, Vacancy, and Promotions (Article 406).

2. Written limited or issuance of continuing contract to teacher should be done annually by June 1.

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

A. All teachers employed by the Board and paid to perform assignments beyond regular duties shall be given written supplemental contracts. The supplemental contract shall include the following:

1. Name of teacher;

2. Name of School District and Board of Education;

3. Duration of contract and time period in which supplemental duty is to be performed;

4. Title of the supplemental duty;

5. The amount of pay and basis of pay;

6. Signature of the Board President, Board Treasurer, and the teacher.

B. The Administration shall see that the job descriptions are developed for each position for which supplemental pay is granted. Each teacher shall receive a copy of the appropriate job description in addition to the supplemental contract no later than when a supplemental contract is offered.

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

A. Upon completion of three (3) one (1)-year limited contracts, teachers not eligible for continuing contract will be issued a two (2)-year limited contract. Upon completion of two (2) two (2)-year limited contracts, teachers still not eligible for continuing contract will be issued three (3)-year limited contracts, subject to 703/B, below.

B. Any teacher eligible for a multi-year limited contract may be given a one-year limited contract or a limited contract of lesser duration than that of the previous contract provided that such teacher is notified on or before May 10 with written sufficient reasons as to why he/she is not being given the appropriate length multi-year contract as provided for in 703/A, above. Said reasons must also have been reflected in the evaluation process.

704 CONTINUING CONTRACTS (P.N. 2012)

A. Teachers who meet the following requirements are eligible for continuing contracts:

1. The teacher must have on file a copy of a professional or higher certificate/license with the Superintendent at the time of the Board vote for continuing contract, and professional license holders must have provided the Superintendent with evidence of completion of the course work requirements found in Ohio Revised Code §3319.08 which at the date of this Agreement provides:

   a. If the teacher did not hold a Master's Degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty (30) semester hours of course work in the area of licensure or in an area related to the teaching field since initial issuance of such certificate or license, as specified in rules which the State Board shall adopt; or

   b. If the teacher held a Master's Degree at the time of initially receiving a teacher's certificate under former law or an educator license, six (6) semester hours of graduate course work in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the State Board shall adopt.

2. The teacher must have taught in the District three (3) of the last five (5) years, or have attained a continuing contract elsewhere and served in the District two (2) years. Teachers first licensed on or after January 1, 2011 must meet the above requirements and also must have held their license for at least seven years in order to be considered for a continuing contract.

B. Any teacher anticipating becoming eligible for a continuing contract must notify the Building Principal in writing with a copy to the Superintendent, by September 15th of the school year in which the teacher becomes eligible. The teacher must have on file, by March 1st of the school year of tenure eligibility, all evidence of having met all licensing and course work requirements for continuing contract eligibility. A teacher will only be eligible for a continuing contract only in a year in which his/her limited contract expires.

C. In the event the Superintendent believes that a one (1) or two (2) year extended limited teaching contract is appropriate for a bargaining unit member who is otherwise eligible for a continuing contract, the teacher will receive written notice at least five working days prior to any Board action along with reasons directed at professional improvement. This process supersedes the procedure set forth in ORC §3319.11(C) in that the Board can act on the Superintendent's recommendation for an extended limited teaching contract without first having to consider and reject a recommendation for a continuing contract. Should the teacher be reemployed after the expiration of the extended limited contract, only a continuing contract may be entered into.

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

ARTICLE 8. SALARY AND FRINGE BENEFITS

801 CERTIFIED PERSONNEL INDEX AND SALARY SCHEDULES (P.N. 2024)

A. Year 1: Three percent (3%) increase to base

Year 2: Three percent (3%) increase to base

Year 3: Three percent (3%) increase to base

SALARY INDEX 2024-2025

Step	BS	BS +150	BS +175	Masters	MS +15	MA +30
0	1.000	1.045	1.070	1.100	1.140	1.165
1	1.025	1.070	1.105	1.140	1.175	1.200
2	1.050	1.100	1.145	1.180	1.210	1.235
3	1.075	1.125	1.165	1.210	1.240	1.265
4	1.100	1.150	1.195	1.240	1.270	1.295
5	1.125	1.180	1.225	1.270	1.300	1.325
6	1.150	1.210	1.265	1.310	1.330	1.355
7	1.180	1.240	1.290	1.340	1.360	1.385
8	1.210	1.280	1.325	1.370	1.400	1.425
9	1.240	1.320	1.365	1.410	1.440	1.465
10	1.280	1.360	1.405	1.450	1.485	1.510
11	1.320	1.400	1.455	1.500	1.535	1.560
12	1.370	1.450	1.500	1.550	1.585	1.610
13	1.420	1.500	1.550	1.600	1.635	1.660
14	1.460	1.540	1.595	1.650	1.685	1.710
15	1.500	1.580	1.640	1.700	1.735	1.760
16	1.530	1.630	1.690	1.750	1.785	1.810
17	1.570	1.670	1.735	1.800	1.835	1.860
18	1.610	1.710	1.780	1.850	1.885	1.910
19	1.610	1.710	1.780	1.850	1.885	1.910
20	1.610	1.710	1.780	1.850	1.885	1.910
21	1.650	1.750	1.825	1.900	1.935	1.960
22	1.650	1.750	1.825	1.900	1.935	1.960
23	1.650	1.750	1.825	1.900	1.935	1.960
24	1.680	1.800	1.875	1.950	1.985	2.010
25	1.680	1.800	1.875	1.950	1.985	2.010
26	1.680	1.800	1.875	1.950	1.985	2.010
27	1.720	1.850	1.925	2.000	2.025	2.050
28	1.720	1.850	1.925	2.000	2.025	2.050
29	1.720	1.850	1.925	2.000	2.025	2.050
30+	1.750	1.900	1.970	2.045	2.065	2.090

SALARY SCHEDULE FY25 – BASE - $41,380

Step	BS	BS +150	BS +175	Masters	MS +15	MA +30
0	$41,380	$43,242	$44,277	$45,518	$47,173	$48,208
1	$42,415	$44,277	$45,725	$47,173	$48,622	$49,656
2	$43,449	$45,518	$47,380	$48,828	$50,070	$51,104
3	$44,484	$46,553	$48,208	$50,070	$51,311	$52,346
4	$45,518	$47,587	$49,449	$51,311	$52,553	$53,587
5	$46,553	$48,828	$50,691	$52,553	$53,794	$54,829
6	$47,587	$50,070	$52,346	$54,208	$55,035	$56,070
7	$48,828	$51,311	$53,380	$55,449	$56,277	$57,311
8	$50,070	$52,966	$54,829	$56,691	$57,932	$58,967
9	$51,311	$54,622	$56,484	$58,346	$59,587	$60,622
10	$52,966	$56,277	$58,139	$60,001	$61,449	$62,484
11	$54,622	$57,932	$60,208	$62,070	$63,518	$64,553
12	$56,691	$60,001	$62,070	$64,139	$65,587	$66,622
13	$58,760	$62,070	$64,139	$66,208	$67,656	$68,691
14	$60,415	$63,725	$66,001	$68,277	$69,725	$70,760
15	$62,070	$65,380	$67,863	$70,346	$71,794	$72,829
16	$63,311	$67,449	$69,932	$72,415	$73,863	$74,898
17	$64,967	$69,105	$71,794	$74,484	$75,932	$76,967
18	$66,622	$70,760	$73,656	$76,553	$78,001	$79,036
19	$66,622	$70,760	$73,656	$76,553	$78,001	$79,036
20	$66,622	$70,760	$73,656	$76,553	$78,001	$79,036
21	$68,277	$72,415	$75,519	$78,622	$80,070	$81,105
22	$68,277	$72,415	$75,519	$78,622	$80,070	$81,105
23	$68,277	$72,415	$75,519	$78,622	$80,070	$81,105
24	$69,518	$74,484	$77,588	$80,691	$82,139	$83,174
25	$69,518	$74,484	$77,588	$80,691	$82,139	$83,174
26	$69,518	$74,484	$77,588	$80,691	$82,139	$83,174
27	$71,174	$76,553	$79,657	$82,760	$83,795	$84,829
28	$71,174	$76,553	$79,657	$82,760	$83,795	$84,829
29	$71,174	$76,553	$79,657	$82,760	$83,795	$84,829
30+	$72,415	$78,622	$81,519	$84,622	$85,450	$86,484

SALARY SCHEDULE FY26 – BASE - $42,621

Step	BS	BS +150	BS +175	Masters	MS +15	MA +30
0	$42,621	$44,539	$45,604	$46,883	$48,588	$49,653
1	$43,687	$45,604	$47,096	$48,588	$50,080	$51,145
2	$44,752	$46,883	$48,801	$50,293	$51,571	$52,637
3	$45,818	$47,949	$49,653	$51,571	$52,850	$53,916
4	$46,883	$49,014	$50,932	$52,850	$54,129	$55,194
5	$47,949	$50,293	$52,211	$54,129	$55,407	$56,473
6	$49,014	$51,571	$53,916	$55,834	$56,686	$57,751
7	$50,293	$52,850	$54,981	$57,112	$57,965	$59,030
8	$51,571	$54,555	$56,473	$58,391	$59,669	$60,735
9	$52,850	$56,260	$58,178	$60,096	$61,374	$62,440
10	$54,555	$57,965	$59,883	$61,800	$63,292	$64,358
11	$56,260	$59,669	$62,014	$63,932	$65,423	$66,489
12	$58,391	$61,800	$63,932	$66,063	$67,554	$68,620
13	$60,522	$63,932	$66,063	$68,194	$69,685	$70,751
14	$62,227	$65,636	$67,980	$70,325	$71,816	$72,882
15	$63,932	$67,341	$69,898	$72,456	$73,947	$75,013
16	$65,210	$69,472	$72,029	$74,587	$76,078	$77,144
17	$66,915	$71,177	$73,947	$76,718	$78,210	$79,275
18	$68,620	$72,882	$75,865	$78,849	$80,341	$81,406
19	$68,620	$72,882	$75,865	$78,849	$80,341	$81,406
20	$68,620	$72,882	$75,865	$78,849	$80,341	$81,406
21	$70,325	$74,587	$77,783	$80,980	$82,472	$83,537
22	$70,325	$74,587	$77,783	$80,980	$82,472	$83,537
23	$70,325	$74,587	$77,783	$80,980	$82,472	$83,537
24	$71,603	$76,718	$79,914	$83,111	$84,603	$85,668
25	$71,603	$76,718	$79,914	$83,111	$84,603	$85,668
26	$71,603	$76,718	$79,914	$83,111	$84,603	$85,668
27	$73,308	$78,849	$82,045	$85,242	$86,308	$87,373
28	$73,308	$78,849	$82,045	$85,242	$86,308	$87,373
29	$73,308	$78,849	$82,045	$85,242	$86,308	$87,373
30	$74,587	$80,980	$83,963	$87,160	$88,012	$89,078

SALARY SCHEDULE FY27 – BASE - $43,900

Step	BS	BS +150	BS +175	Masters	MS +15	MA +30
0	$43,900	$45,876	$46,973	$48,290	$50,046	$51,144
1	$44,998	$46,973	$48,510	$50,046	$51,583	$52,680
2	$46,095	$48,290	$50,266	$51,802	$53,119	$54,217
3	$47,193	$49,388	$51,144	$53,119	$54,436	$55,534
4	$48,290	$50,485	$52,461	$54,436	$55,753	$56,851
5	$49,388	$51,802	$53,778	$55,753	$57,070	$58,168
6	$50,485	$53,119	$55,534	$57,509	$58,387	$59,485
7	$51,802	$54,436	$56,631	$58,826	$59,704	$60,802
8	$53,119	$56,192	$58,168	$60,143	$61,460	$62,558
9	$54,436	$57,948	$59,924	$61,899	$63,216	$64,314
10	$56,192	$59,704	$61,680	$63,655	$65,192	$66,289
11	$57,948	$61,460	$63,875	$65,850	$67,387	$68,484
12	$60,143	$63,655	$65,850	$68,045	$69,582	$70,679
13	$62,338	$65,850	$68,045	$70,240	$71,777	$72,874
14	$64,094	$67,606	$70,021	$72,435	$73,972	$75,069
15	$65,850	$69,362	$71,996	$74,630	$76,167	$77,264
16	$67,167	$71,557	$74,191	$76,825	$78,362	$79,459
17	$68,923	$73,313	$76,167	$79,020	$80,557	$81,654
18	$70,679	$75,069	$78,142	$81,215	$82,752	$83,849
19	$70,679	$75,069	$78,142	$81,215	$82,752	$83,849
20	$70,679	$75,069	$78,142	$81,215	$82,752	$83,849
21	$72,435	$76,825	$80,118	$83,410	$84,947	$86,044
22	$72,435	$76,825	$80,118	$83,410	$84,947	$86,044
23	$72,435	$76,825	$80,118	$83,410	$84,947	$86,044
24	$73,752	$79,020	$82,313	$85,605	$87,142	$88,239
25	$73,752	$79,020	$82,313	$85,605	$87,142	$88,239
26	$73,752	$79,020	$82,313	$85,605	$87,142	$88,239
27	$75,508	$81,215	$84,508	$87,800	$88,898	$89,995
28	$75,508	$81,215	$84,508	$87,800	$88,898	$89,995
29	$75,508	$81,215	$84,508	$87,800	$88,898	$89,995
30	$76,825	$83,410	$86,483	$89,776	$90,654	$91,751

B. Bargaining unit members are eligible to move columns on the salary schedule at the start of each school year. In order to move a column, a member must submit all required documentation by August 1st.

802 SUPPLEMENTAL SALARY SCHEDULE (P.N. 2024)

A. Teachers who perform co-curricular and/or extracurricular service shall receive remuneration based on the following indices of the base salary on the current salary schedule. This is a listing of potential Supplemental Contracts and their placement on the salary scale for payroll purposes. Supplemental Positions will be filled on an as-needed basis. Nothing in this Contract shall be construed as a promise that the Board will fill each and every Supplemental Position listed.

EXPERIENCE GROUPS	1	2	3	4	5	6	7	8
6 consecutive years	.18	.15	.12	.105	.08	.06	.04	.03
3 Years	.17	.14	.11	.095	.07	.055	.035	.025
2 Years	.16	.13	.10	.085	.065	.05	.03	.02
1 Year	.15	.12	.09	.075	.06	.045	.025	.015
0 years	.14	.11	.08	.065	.055	.04	.02	.01

GROUP 1

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

GROUP 2

HS Head Wresting
HS Head Boys Track
HS Head Baseball
HS Head Girls Track
Marching Band Director
HS Softball
HS Volleyball
HS Head Soccer

GROUP 3

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

GROUP 4

HS Cross Country *(if no assistant)*
HS Assistant Wrestling
HS Assistant Soccer
HS Assistant Baseball
HS Assistant Track
HS Assistant Volleyball
HS Assistant Softball
HS Golf Coach *(if no assistant)*

GROUP 5

Yearbook Advisor
HS Spring Musical Director
HS Prom Advisor
8th Grade Advisor
HS Assistant Cheerleader Advisor
Freshman Volleyball
7th Volleyball
8th Volleyball
Freshman Girls Basketball
7th Girls Basketball
8th Girls Basketball
Assistant Band Director
Wellness Coordinator
7th/8th Wrestling
7th/8th Baseball
7th/8th Boys Track
7th/8th Girls Track
HS Cross Country
Freshman Boys Basketball
7th Boys Basketball
8th Boys Basketball
Freshman Football
7th Football Coach
8th Football Coach
Bowling Coach

GROUP 6

HS Fall Play Director
HS Weight Room
HS Intramural Director
7th/8th Assistant Track Boys/Girls
7th/8th Head Cross Country
MS Winter Facility Manager
HS Tennis Coach
Vocal Director of Spring Musical
HS Conservation Club Advisor
HS Fall Facility Manager
HS E Gaming Coach/Fall
HS E Gaming Coach/Spring
HS Winter Facility Manager
HS Assistant for Spring Musical

GROUP 7

HS Senior Class Advisor
HS Junior Class Advisor
7th/8th Intramural Director
HS Assistant Golf
HS Student Council Advisor
Director of Outdoor Education
MS Student Council Advisor
MS Fall Facility Manager
7th/8th Fall Cheerleader Advisor
Performing Arts Manager
Color Guard
HS Sophomore Class Advisor
HS Freshman Class Advisor
HS Assistant Cross Country
HS T.I. Advisor
MS T.I. Advisor
Science Fair or Robotics Advisor
HS/MS Pole Vault Coach
7th/8th Winter Cheerleader Advisor
8th Assistant Volleyball

7th Assistant Volleyball
7th Assistant Boys Basketball
7th Assistant Girls Basketball
7th Assistant Football
CAT Advisor
National Honor Society Advisor
8th Assistant Boys Basketball
8th Assistant Girls Basketball
8th Assistant Football
7th/8th Assistant Wrestling
Concert Band Director
HS Competition Writing Advisor

GROUP 8

HS One Act Play/Contest Director
7th Power of the Pen
8th Power of the Pen
MS Academic Challenge Advisor
HS Academic Challenge Advisor
CCP Advisor
ES Art Club
ES Drama Club
ES Nature Club
ES Sports Club
ES Choir
HS Speech/Contest Director – *[at Step 0]*
Book Club Advisor
ES STEAM Club
ES Poetry Club
ES Academic Club
ES Coding Club
Ski Club Advisor
7th/8th Winter Cheerleader Assistant
7th/8th Fall Cheerleader Assistant
Technology Coach
Debate Team
Wellness Coordinator Assistant
Aultman Ambassador Program Advisor

B. All teachers employed under supplemental contract by the Board shall be allowed credit for one-half (½) of their years of experience from another district to a maximum of five (5) years for comparable service, as determined by the Superintendent or his/her designee at the time of initial employment.

C. Any coach or advisor who moves horizontally on the index because of a different supplemental contract in the same sport shall be granted a credit for one-half (½) of their years of experience in an assistant role to a maximum of five (5) years' experience (rounded to the nearest integer) on the new supplemental contract.

D. The factors considered for placement of athletic positions include time worked, number of assistants, number of contests, budget responsibilities, scheduling responsibilities, site preparation, community reaction reflected by attendance and revenue produced, related assignments beyond the normal season, and experience.

E. If a new program is added that requires a position for which a teacher is issued a supplemental contract, the board shall determine a fair and reasonable placement on the schedule for the services performed that school year. This placement shall be open to negotiations at the next regularly scheduled negotiations sessions.

F. Upon demonstrating the need to the Superintendent or his/her designee to attend scheduled practices and/or games, teachers coaching a Norwayne Local School team may be released immediately after the student day ends during the bargaining unit member's respective season/activity.

G. Outdoor education is voluntary for all teachers.

H. Bargaining unit members providing home instruction and supplemental tutoring will be paid at the appropriate I/SGI column.

I. Head coaches and head supplementals shall have input, if available, in the selection process for all assistants.

J. The Board will pay for classes required by coaches for obtaining a pupil activity permit, costs associated with the BCI check and finger printing. The Board will not pay for state-issued pupil activity permits. Coaches shall be identified as "at risk" for blood borne pathogens and shall receive training and protection in accordance with being identified "at risk."

K. The athletic director will receive a Five Hundred fifty dollar ($550.00) annual phone stipend for either the purchase and use of a work cell phone or the use of his/her personal cell phone to fulfill his/her job responsibilities.

L. Extended Time

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

Agriculture	25
HS Counselor/Dean of Students	15
MS Counselor	7

803 PAY PERIODS (P.N. 2015)

A. Teachers will be paid in twenty-four (24) equal payments on the fifth (5^{th}) and twentieth (20^{th}) of each month. All pay will be provided by direct deposit with Email notification.

B. Teachers, as well as all other certificated/licensed employees of the District, shall not lose any pay for days that schools are not in session for students, due to inclement weather, energy crisis, calamity, or any other bona fide emergency.

C. Payroll deductions will be provided to teachers buying STRS credit.

D. Employees who are paid by Federal grants will be required to complete time sheet and other documentation as may be required under the Federal grant.

804 INDIVIDUAL/SMALL GROUP INSTRUCTORS (I/SGI) (P.N. 2021)

A. Salary

Salary Index Effective 2024-2027

Step	BS	BS 150	Masters	Masters +20
T0	1.00000	1.02000	1.04000	1.06000
T1	1.02000	1.04000	1.06000	1.08000
T2	1.04000	1.06000	1.08000	1.10000
T3	1.06000	1.08000	1.10000	1.12000
T4	1.08000	1.10000	1.12000	1.14000
T5	1.10000	1.12000	1.14000	1.16000

Salary Schedule Effective FY 25

BASE $28,966.69

Step	BS	BS 150	Masters	Masters +20
T0	$28,966.69	$29,546.02	$30,125.36	$30,704.69
T1	$29,546.02	$30,125.36	$30,704.69	$31,284.03
T2	$30,125.36	$30,704.69	$31,284.03	$31,863.36
T3	$30,704.69	$31,284.03	$31,863.36	$32,442.69
T4	$31,284.03	$31,863.36	$32,442.69	$33,022.03
T5	$31,863.36	$32,442.69	$33,022.03	$33,601.36

Hourly Rate: $24.42

Salary Schedule Effective FY26

BASE $29,835.69

Step	BS	BS 150	Masters	Masters +20
T0	$29,835.69	$30,432.40	$31,029.12	$31,625.83
T1	$30,432.40	$31,029.12	$31,625.83	$32,222.55
T2	$31,029.12	$31,625.83	$32,222.55	$32,819.26
T3	$31,625.83	$32,222.55	$32,819.26	$33,415.97
T4	$32,222.55	$32,819.26	$33,415.97	$34,012.69
T5	$32,819.26	$33,415.97	$34,012.69	$34,609.40

Hourly Rate: $25.15

Salary Schedule Effective FY 27

BASE $30,730.76

Step	BS	BS 150	Masters	Masters +20
T0	$30,730.76	$31,345.38	$31,959.99	$32,574.61
T1	$31,345.38	$31,959.99	$32,574.61	$33,189.22
T2	$31,959.99	$32,574.61	$33,189.22	$33,803.84
T3	$32,574.61	$33,189.22	$33,803.84	$34,418.45
T4	$33,189.22	$33,803.84	$34,418.45	$35,033.07
T5	$33,803.84	$34,418.45	$35,033.07	$35,647.68

Hourly Rate: $25.91

B. Work Year

The ISGI work year shall be the same work year as expected for classroom teachers (one hundred eighty-three [183] work days).

C. Insurances

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

D. Pay Periods

ISGIs will be paid in twenty-four (24) equal payments on the fifth (5^{th}) and twentieth (20^{th}) of each month. All pay will be provided by direct deposit with email notification.

E. Bidder Rights

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

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

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

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

805 ADDITIONAL PAY RATES FOR REGULAR STAFF (P.N. 2021)

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

B. Substitute Pay

However, any teacher who agrees to substitute teacher per substitute plan, the class(es) of an absent teacher, or any study hall teacher who has assigned to his/her study hall a class normally assigned to another teacher, or any group of teachers who agree to split a class normally assigned to another teacher shall be paid one-sixth ($^1/_6$) of the substitute rate rounded to the nearest Fifty Cents ($.50) for each class period (subject area). Teachers who split a class shall equally split the rate paid of the additional assignment. This Section is not applicable for situations where two (2) or more teachers, for the convenience of each other, agree to perform this duty with administrative approval.

C. Tutoring and Test Prep Pay

Teachers doing tutoring/test prep work after school with students will be paid the I/SGI hourly rate for that work.

D. Summer School Pay. Teachers working summer school or other extended learning plan day shall be paid thirty dollars ($30.00) per hour for the time that falls outside the regular school day or school year. Administration shall have the sole discretion to assign the hours teachers will work under this section.

806 MILEAGE REIMBURSEMENT (P.N. 2024)

Approved mileage shall be reimbursed at the rate fifty cents ($.50) per mile. Mileage is subject to reimbursement for any trip of twenty-five (25) miles or more from the staff member's primary building assignment.

807 SEVERANCE PAY (P.N. 2015)

A. The Board shall pay to each teacher retiring from active service under STRS twenty-five percent (25%) of his/her total accumulated but unused Sick Leave to a maximum of sixty-five (65) days. In addition, bargaining unit members who have reached the maximum will receive three (3) bonus days. All days shall be paid at the retiree's per diem rate of pay as of on the date of actual retirement.

B. All teachers shall be eligible for payment after proving acceptance into STRS within ninety (90) days of the last date of employment.

C. The date of payment shall be within ninety (90) days of verification of retirement.

D. Retirement Incentive Plan – Retire/Rehire

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

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

808 REHIRED RETIREES (P.N. 2021)

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

A. Except for teachers who are eligible for one (1) year of "rehire" under the retirement incentive in Section 807(D), the Board is under no obligation to employ any "retired" teacher and the parties hereto explicitly agree that there is no expectation of continued employment or reemployment when a teacher retires from the Norwayne Local Schools. Reemployed "retired" teachers who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. Such teachers are not guaranteed a particular assignment upon reemployment. Teachers employed after retirement will be assigned to positions that are within their certification/ licensure area(s). Except as otherwise set forth herein, "retired" teachers employed or reemployed by the Board are considered bargaining unit members and subject to the terms of the current Collective Bargaining Agreement.

B. A "retired" teacher who is rehired under this section ("retired/rehired teacher") is eligible to participate in the Board's health and dental insurance coverages under the single or family benefit plans. The retired/rehired teacher may also participate in the Board's life insurance programs at his/her own expense. All payments will be made through payroll deduction.

C. Initial salary placement for years of service granted for newly hired retired teachers not previously employed by the Board shall be at Step 5. Likewise, notwithstanding ORC §3317.13, initial salary placement for years of service granted for "retired" teachers previously employed by the Norwayne Local School District Board of Education shall be at Step 5. (Note: The salary for teachers who retire under the incentive in Section 808(E) will be their normal salary for the first year of re-employment.)

D. Retirement is considered a break in service for seniority purposes. Therefore, seniority for "retire" teachers newly hired by the Board, as well as for Norwayne Local School teachers returning to employment with the Board after retirement, will be zero (0) upon such employment and any subsequent reemployment.

E. Because they have already retired, there will be no severance pay available for teachers employed by the Board after service retirement, nor may such teachers participate in any retirement incentive of any kind.

F. The contract of employment for all teachers hired post-retirement will be for one (1) year and is automatically non-renewed at the conclusion of that year, and this paragraph is intended to constitute full notice of such non-renewal without the need for compliance with ORC §3319.11 and §3319.111 or Sections 400 or 401 of this Agreement with regard to notice~~,~~ or any other prerequisite to non-renewal. Neither will such teachers be eligible to challenge such automatic non-renewal in any manner or form. The provisions/ protections of ORC §3319.11 and §3319.111 and Sections 400 and 401 of this Agreement as to such teachers, are expressly waived.

The reemployed/retired teacher will not be eligible for and expressly waives any right to eligibility for a continuing contract under ORC §3319.08 or this Agreement. For purposes of these teachers, the parties specifically agree that this provision supersedes and takes the place of ORC §3319.11 and §3319.111. Nothing herein shall be construed to prohibit the observation and/or evaluation of a teacher employed after retirement.

809 MEDICAL INSURANCE (P.N. 2015)

A. The Board shall provide eighty-five (85%) of the single or family plan premium for the PPO Group Health Insurance coverages (Medical and Prescription Drugs) for staff regularly scheduled to work thirty (30) or more hours per week in a standard five (5) day work week.

In any year that the district receives a premium holiday(s), the district will waive the monthly employee's premium contribution for the same number of months as the number of premium holidays granted in that year.

For staff regularly scheduled to work twenty-five (25) to twenty-nine and nine-tenths (29.9) hours per week in a standard five (5) day work week, the Board will pay seventy percent (70%) of the premium cost.

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

1. For staff regularly scheduled to work thirty (30) or more hours per week in a standard five (5) day work week, the opt-out payment will be Four Thousand Dollars ($4,000.00).

2. For staff regularly scheduled to work twenty-five (25) hours to twenty-nine and nine-tenths (29.9) hours per week in a standard five (5) day work week, the opt out payment will be Three Thousand Dollars ($3,000.00).

3. For staff regularly scheduled to work less than twenty-five (25) hours per week in a standard five (5) day work week are not eligible to receive opt out payments.

C. PPO Plan Benefit Highlights

Dependent Children Covered to Age 26

Lifetime Maximum: Unlimited

	Authorized	**Self-Referred/ Non-Network**
Benefit Period Deductible – Single/Family	$250/$500	$500/$1000
Benefit Period Out of Pocket Maximum (The deductible is embedded in the OPM)	$500/$1000	$1000/$2000
Inpatient Hospital Services		
Semi-Private Room and Board	90% after deductible	70% UCR after deductible
Physician Services	90% after deductible	70% UCR after deductible
Surgery and Anesthesia	90% after deductible	70% UCR after deductible
Drugs and Other Medications	90% after deductible	70% UCR after deductible
Lab and X-Ray Services	90% after deductible	70% UCR after deductible
Ancillary Services	90% after deductible	70% UCR after deductible
Mental Health Care* and/or Substance Abuse Treatment (Substance Abuse Limited to Three Inpatient Admissions Per Lifetime. *Network Only)	90% after deductible 30 days per benefit period: one admission per benefit period for substance abuse.	Not Covered
Outpatient Services		
Emergency Room	90% after $175 co-pay; waived if admitted	70% UCR after $175 co-pay; waived if admitted
Mental Health Care	90% deductible $1000/year	70% UCR after deductible $1000/year
Substance Abuse Treatment	100% after deductible $550/year	70% UCR after deductible $550/year
Outpatient Surgery	100% after deductible	70% UCR after deductible
Medical Services		
Office Visits	90% after deductible	70% UCR after deductible
Family/Pediatric/OB-GYN/Specialists	90% after deductible	70% UCR after deductible
X-Ray Services	90% after deductible	70% UCR after deductible
Annual Physical Examination	90% after deductible	Not Covered
Laboratory Services (including Annual Routine Pap Smear and Mammogram)	90% after deductible	70% UCR after deductible
Well Child Care	90% after deductible	70% UCR after deductible
Immunizations	90% after deductible	70% UCR after deductible

	Authorized	**Self-Referred/ Non-Network**
Allergy Tests and Treatments	90% after deductible	Not Covered
Physical Therapy	90% after deductible	70% UCR after deductible
Other Services		
Ambulance Services	90% after deductible	70% UCR after deductible
Skilled Nursing Facility	90% after deductible	70% UCR after deductible
Home Health Care	90% after deductible, 30 days per Authorization	Not Covered

Note: Services requiring a co-payment are not subject to the single/family deductible. Deductible expenses incurred for services by a network provider will only apply to the network deductible limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible limits.

D. If both spouses are employed by the district, the board will provide eighty-five percent (85%) of the cost of two (2) single plans or one (1) family plan. If the spouses elect the family plan, no spouse will be eligible for the opt out payment.

E. IRS Section 125 Plan

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

810 PRESCRIPTION DRUG INSURANCE (P.N. 2021)

In addition to the premium co-insurance in 809(A) above, members have prescription drug coverage through the Board's Prudent RX Prescription Plan. Members will pay a thirty percent (30%) coinsurance on all specialty drugs, as well as a twenty-five-dollar ($25.00) deductible for legend drugs, a twenty-dollar ($20.00) deductible for legend when no generic is available, and a ten-dollar ($10.00) deductible for generic drugs. Mail order is mandatory for maintenance drugs at double the pharmacy rate for a three (3) month supply. The maximum out of pocket for prescription drugs in a twelve (12) month period is three hundred dollars ($300.00)/single and six hundred dollars ($600.00)/family.

811 DENTAL INSURANCE (P.N. 2015)

A. The Board shall purchase through Oasis Trust or other carrier licensed by the State of Ohio, dental insurance coverage which meets or exceeds the specifications, benefits, coverages, and limits not less than that generally listed below, but in no event less than that listed in the Oasis Trust Dental

Plan book "DN-OT 10/95" for each bargaining unit member and his/her dependents.

1. Class 1 - Preventative - No Deductible and one hundred percent (100%) paid of UCR fees and includes:

    a. Routine oral exams;

    b. Teeth cleaning;

    c. Fluoride treatment;

    d. Emergency pain treatments;

    e. Space maintainer;

    f. Diagnostic X-Rays;

    g. Other diagnostic and preventative care;

    h. Limited to two (2) cleanings and exams per twelve (12) consecutive month period; one (1) fluoride treatment in a twelve (12) month period with no age limit; and sealants are allowed to age fourteen (14).

2. Class 2 - Minor Restorative - Eighty percent (80%) paid of UCR fees and includes:

    a. General anesthesia;

    b. Extractions and oral surgery;

    c. Root canal therapy;

    d. Repair of crowns, bridgework, and removable dentures;

    e. treatment of gum disease;

    f. fillings, amalgams, silicate, and acrylic;

    g. other endodontics, periodontics, prosthodontics maintenance, and oral surgery.

3. Class 3 - Major Restorative - Fifty percent (50%) paid of UCR fees and includes:

    a. Inlays, onlays, gold fillings, or crown restorations;

    b. Installation of fixed bridgework or tooth implants;

c. Installation of partial or full and removal of dentures;

d. Replacement of existing bridgework or dentures;

e. Other restoration and prosthodontics installation.

4. Class 4 - Orthodontics - No deductible and fifty percent (50%) paid of UCR fees with a one thousand five hundred dollars ($1,500.00) lifetime maximum per person and includes:

a. Full-banded orthodontic treatment;

b. Appliances for tooth guidance;

c. Appliances to control harmful habits;

d. Retention appliances.

5. Classes 2 and 3, combined, are subject to a calendar year deductible of Twenty-Five Dollars ($25.00) per individual to a maximum of Seventy-Five Dollars ($75.00) per family.

6. Classes 1, 2, and 3, combined, are limited to a maximum of one thousand five hundred dollars ($1,500.00) per calendar year

7. Dependent Eligibility - To age twenty-three (23) and twenty-five (25) if full-time student.

8. There are no thirty-six (36) month requirements for dentures.

9. There is no limit on bitewings.

10. No verification is required for services.

B. The full cost of this coverage and any increase thereof shall be paid by the Board.

812 LIFE INSURANCE (P.N. 2012)

A. The Board shall provide each teacher with a Fifty Thousand Dollar ($50,000.00) term life insurance policy effective September 1, 2012. The policy shall include accidental death and dismemberment benefits equal to the amount of basic life coverage. This insurance shall be underwritten by a company licensed to underwrite life insurance in the state of Ohio, and the policy shall be issued in the name of the teacher. The premium for said policy shall be paid for fully by the Board. A teacher, upon leaving the District, shall have the option of retaining the total amount of coverage by paying the premium to the company. Said policy shall include a rider that allows for the policy to continue after the teacher reaches age seventy (70).

B. If a sufficient number of teachers are interested, the Board shall provide the option to all teachers to purchase additional life insurance at the group rate through payroll deduction. There shall be no limit set on the amount except as determined by the insuring company.

813 LIABILITY SETTLEMENTS (P.N. 1986)

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

814 TUITION REIMBURSEMENT (P.N. 2024)

A. The Board shall appropriate for each contract year, Twenty Thousand Dollars ($20,000.00) to be paid to teachers for earned college credit subject to the following conditions:

1. The teacher shall have taught in the Norwayne Local School District for a minimum of three (3) years. Further, the teacher shall teach in the Norwayne Local School District a minimum of one (1) contractual year following completion of the course(s) or he/she must pay back to the Board the amount received for the course(s). (Payback is done through payroll deduction.)

2. Courses must be accredited and lead to certification/licensure or improvement in the teacher's qualifications for the current position he/she holds. College courses must be taken in education, the area or present certification/licensure, or any area of certification/licensure permitted by the Ohio Department of Education and Workforce leading to new certification/licensure, or recertification/re-licensure. The teacher must first demonstrate that the course(s) fits/fit the above description. Approval or rejection will be based upon the aforementioned and/or sufficient money remaining in the fund.

3. Any course where the teacher receives, or will receive, reimbursement from any other source will not be reimbursed.

4. When submitting a request for tuition reimbursement, a transcript or grade card along with a credit card receipt, cancelled check, or itemized receipt from the institution shall be submitted to the Board Treasurer. A “B” grade or better or a "P" (for pass/fail courses) is required for college courses. Teachers may submit online transcripts as documentation to receive reimbursement under this section; however, official transcripts are still required for movement on the salary schedule.

5. The rate of reimbursement shall be the actual rate per quarter hour or semester hour up to a maximum of two hundred dollars ($200.00) per quarter hour, or three hundred dollars ($300.00) per semester hour. A teacher may not be reimbursed for more than twelve (12) quarter hours, or nine (9) semester hours, per year. Teachers who apply for more than the maximum reimbursement in a year will be placed on a waiting list and may receive additional reimbursement if there are funds remaining after all other requests are fulfilled. Teachers who receive reimbursement in one (1) school year will not receive any reimbursement in the following school year unless/until there are funds remaining for professional development reimbursement at year end.

6. Tuition reimbursement funds for bargaining unit member-directed professional development can be used for workshops and/or conferences (including registration fees) that provide professional contact hours and/or CEUs. Board-directed professional development will be paid for out of professional development funds, and not the tuition reimbursement fund.

7. The request will be recognized on a first-come/first-served basis until the maximum allocation has been exhausted. However, no teacher shall have access to monies in this Section two (2) consecutive years in a row, unless monies remain and all other applicants have been paid.

8. Annually, the Board Treasurer and the LPDC Chairperson shall provide an accounting to the Association of the persons receiving this benefit and the amount.

9. Any funds earmarked for tuition reimbursement as outlined in this Article that are not used in a given school year shall be carried over into the next school year annually to a maximum of Five Thousand dollars ($5,000.00) of carryover in order to be allocated by the LPDC as outlined in Article 613 of this Agreement.

10. As set forth in Section 504 of this Agreement, the administration has the sole right to approve or deny requests for professional leave. If the administration denies a request for professional leave, LPDC may not allocate tuition reimbursement funds to that request.

B. Any Board/Administrative required courses wherein the teacher agrees to take the course shall be totally paid by the Board and will not be paid for from the tuition reimbursement fund established in Section 814(A), above.

815 STRS PICK-UP (P.N. 2021)

The Board agrees to pick-up contributions to STRS on behalf of the teachers at no additional cost to the Board as follows:

A. The amount to be picked up and paid on behalf of the teacher shall be that percent set by STRS of the teacher's compensation. The teacher's annual compensation shall be reduced by an amount equal to the amount picked up and paid by the Board.

B. The pick-up percentage shall apply uniformly to all teachers.

C. No teacher covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the Board pick-up.

D. The pick-up shall apply to all compensation including supplemental earnings.

E. Should the Internal Revenue Service make a ruling which finds the above practice to be improper, this Section of the Master Contract shall be modified as necessary to be in compliance with the ruling.

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

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

817 STUDENT ENROLLMENT (P.N. 2009)

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

ARTICLE 9. ASSOCIATION RIGHTS

901 ASSOCIATION RIGHTS (P.N. 2021)

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

A. Use of School Facilities for Meetings

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

B. Use of school equipment such as computers, typewriters, FAX machines, calculators, and audio-visual machines. Board purchased consumable

materials used by the Association, i.e., paper, shall be paid by the Association at Board cost plus ten percent (10%) as a handling charge.

C. Use of faculty bulletin boards.

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

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

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

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

H. The Association shall have one (1) hour designated during the workday on Convocation Day to hold a General Membership Meeting

I. Dues

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

a. Each teacher's dues or fair share fees (if applicable) shall be automatically deducted in the amount certified by the Association. The Association shall present to the District Treasurer by September 20th the roster of membership and the amount of the dues deduction.

a. These deductions shall be made equally from each paycheck commencing the first (1st) pay in October and continuing for the next twenty (20) paychecks. If the Association fails to meet the deadline in Section I (1), dues will be divided evenly over the remaining pays beginning with the first (1st) pay that occurs two (2) weeks after the Association provides the documentation. Any new teacher who is employed after the beginning of these annual deductions shall have the amount prorated and deducted over the remaining paychecks so as to be completed at the same paycheck as all other teachers.

b. These deductions shall continue from year to year automatically unless the bargaining unit member elects to cancel membership pursuant to the Association's bylaws and

notified the Board Treasurer of such cancellation. A membership year is defined from September 1st to August 31st. The Association shall forward to the Board Treasurer, by September 10th each year, the amount to be deducted listed by each teacher's name.

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

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

J. Fair share Fees (P.N. 2021)

The following provisions of this Article are null and void as a matter of law based on the U.S. Supreme Court's June 28, 2018 decision in Janus v. AFSCME Council 31 and will not be implemented but are preserved should the law change in future years.

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

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

B. Notification of the Amount of Fair Share Fee Payers

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

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

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

D. Transmittal of Deductions

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

E. Procedure for Rebate

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

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

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

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

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

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

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

ARTICLE 11. PRE-SCHOOL PROGRAM (P.N. 2021)

The Board may, in its sole discretion, operate a pre-school program for students who have not been identified as needing special education services. Bargaining unit members employed in the pre-school program are entitled to all provisions of the negotiated agreement.

ARTICLE 12. PROGRESSIVE DISCIPLINE (NEW 2021)

1201 The Board and Association agree that discipline of bargaining unit member(s) will be for just cause. This section shall not apply to non-renewal action nor evaluation of bargaining unit members.

A. Disciplinary action shall be commensurate with the severity of the bargaining unit member's offense, may be initiated at any level, and may include repetition of an action without progressing to the next step, at management's discretion. The parties recognize that some more serious offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity.

B. The Administration will strive to use the following steps of Progressive Discipline:

1. Verbal Warning - Management need not memorialize a verbal warning but may summarize prior verbal warnings at the time of a written reprimand. If a verbal warning is memorialized, then record of a verbal warning shall only be a very brief anecdotal note. See form in Appendix K

2. Written Reprimand - Will be placed in the personnel file. A bargaining unit member may write a rebuttal to be attached to the written reprimand.

3. Suspension - Superintendent may suspend a bargaining unit member with or without pay for up to ten (10) days.

4. Termination - In accordance with the procedures of ORC §3319.16 and §3319.161.

C. The Board may utilize plans of assistance or require additional training as part of the disciplinary process. A bargaining unit member may be reimbursed for the costs associated with plans of assistance or additional training at the administration's discretion.

ARTICLE 13. EFFECTS OF CONTRACT

1301 CARRY OVER OF AGREEMENT (P.N. 2024)

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

1302 CONTRARY TO LAW (P.N. 2024)

A. If it is determined by a court of law with jurisdiction to this School District or an act of the Federal or State Legislature that all or part of a negotiated provision is contrary to law, that part shall be considered null and void to the extent prohibited by such legal action. The remaining provisions stay in effect.

B. If a provision becomes unworkable due to its being contrary to law, said action shall be reason for immediate negotiations on that provision to obtain a workable provision with the established legal structure.

1303 COMPLETE AGREEMENT (P.N. 2024)

A. The parties acknowledge that during the negotiations which resulted in this Contract, each had the opportunity to make proposals, and that the understandings and agreements arrived at by the parties after the exercise of that opportunity are set forth in this Contract. Therefore, for the life of this Contract the Board and the Association each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter referred to or covered in this Contract and with respect to any subject matter not specifically referred to or covered in this Contract, unless otherwise mutually agreed.

B. Both parties and their constituents agree to comply with the provisions of the Contract. Thus, any wage, hour, and/or working condition affecting bargaining unit members, if covered under the mandatory subjects of ORC §4117.08(A), not changed by this Agreement shall remain as is for the duration of this Agreement.

1304 DEFINITION OF DAYS (P.N. 2024)

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

1305 EFFECTIVE DATE (P.N. 2024)

This Agreement shall become effective July 1, 2024 and shall remain in force until June 30, 2027.

FOR THE ASSOCIATION

President

Team Member

Team Member

FOR THE BOARD

President

Superintendent

Treasurer

APPENDIX A

NORWAYNE LOCAL SCHOOLS

GRIEVANCE REPORT FORM

STEP _____

NAME _____ BUILDING _____

Specific item alleged violated, misinterpreted, and/or misapplied _____

_____

STATEMENT OF GRIEVANCE: _____

_____

_____

_____

_____

REMEDY REQUESTED: _____

_____

_____

_____

_____

_____ _____

Signature of Aggrieved Date Filed At This Level

DISPOSITION RENDERED: _____

_____

_____

_____ _____

Signature of Person Rendering Disposition Date

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

APPENDIX B

Ohio Teacher Evaluation System

Self Assessment

Self-Assessment Summary Tool

Name _____

Date _____

Directions: Teachers should record evidence to indicate strengths and areas for growth for each standard. Then, look across all of the standards holistically and identify <u>two</u> priorities for the upcoming year. Note these two priorities with check marks in the far-right column.

Standard		Strengths	Areas for Growth	Priorities (Check 2)
Standard 1: Students	1. Knowledge of how students learn and of student development 2. Understanding of what students know and are able to do 3. High expectations for all students 4. Respect for all students 5. Identification, instruction, and intervention for special populations			
Standard 2: Content	1. Knowledge of content 2. Use of content- specific instructional strategies to teach concepts and skills 3. Knowledge of school and district curriculum priorities and Ohio academic content standards 4. Relationship of knowledge within the discipline to other content areas 5. Connection of content to life experiences and career opportunities			
Standard 3: Assessment	1. Knowledge of assessment types 2. Use of varied diagnostic, formative and summative assessments 3. Analysis of data to monitor student progress and to plan, differentiate, and modify instruction 4. Communication of results 5. Inclusion of student self-assessment and goal-setting			
Standard 4: Instruction	1. Alignment to school and district priorities and Ohio academic content standards 2. Use of student information to plan and deliver instruction 3. Communication of clear learning goals 4. Application of knowledge of how students learn to instructional design and delivery 5. Differentiation of instruction to support learning needs of all students 6. Use of activities to promote independence and problem-solving 7. Use of varied resources to support learner needs			
Standard 5: Learning Environment	1. Fair and equitable treatment of all students 1. Creation of a safe learning environment 2. Use of strategies to motivate students to work productively and assume responsibility for learning 3. Creation of learning situations for independent and collaborative work 4. Maintenance an environment that is conducive to learning for all students			
Standard 6: Collaboration & Communication	1. Clear and effective communication 2. Shared responsibility with parents/caregivers to support student learning **1.** Collaboration with other teachers, administrators, school, and district staff **2.** Collaboration with local community agencies			
Standard 7: Professional Responsibility and Growth	1. Understanding of and adherence to professional ethics, policies, and legal codes 2. Engagement in continuous, purposeful professional development 3. Desire to serve as an agent of change, seeking positive impact on teaching quality and student achievement			

Pre-Conference Sample Questions

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

INSTRUCTIONAL PLANNING

FOCUS FOR LEARNING (Standard 4: Instruction)

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

ASSESSMENT DATA (Standard 3: Assessment)

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

PRIOR CONTENT KNOWLEDGE/ SEQUENCE/CONNECTIONS
(Standard 1: Students / Standard 2: Content / Standard 4: Instruction)

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

KNOWLEDGE OF STUDENTS (Standard 1: Students)

- What should the evaluator know about the student population?
- How is this a developmentally appropriate learning activity?

INSTRUCTION AND ASSESSMENT

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

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

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

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

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

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

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

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

ASSESSMENT OF STUDENT LEARNING
(Standard 3: Assessment)

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

PROFESSIONAL RESPONSIBILITIES

COLLABORATION AND COMMUNICATION (Standard 6)

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

PROFESSIONAL RESPONSIBILITY AND GROWTH (Standard 7)

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

Teacher Performance Evaluation Rubric

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

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

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

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

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

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

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

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

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

Professional Growth Plan

As a result of the evaluation process, teachers and evaluators should focus on accelerating and continuing teacher growth through professional development. Professional development should be individualized to the needs of the teacher, and specifically relate to his/her areas of refinement as identified in the teachers' evaluation. The evaluator should recommend professional development opportunities, and support the teacher by providing resources (e.g., time, financial).

☐ **Self-Directed**

☐ **Collaborative** Teacher Evaluator

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

Evaluator Signature **Date** **Teacher Signature** **Date**

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

Improvement Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

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

Improvement Plan (continued)

Section 3: Specific Plan of Action

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

Section 4: Assistance and Professional Development

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

Date for this Improvement Plan to Be Evaluated:

Teacher's Signature: ____ Date: ____

Evaluator's Signature: ____Date: ____

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

Improvement Plan: Evaluation of Plan

Teacher Name: _____ Grade Level/ Subject: _____

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

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

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

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

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

Teacher's Signature: ____ Date: ____
Evaluator's Signature: ____ Date: ____
The evaluator's signature on this form verifies that the proper procedures as detailed in the local contract have been followed.

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

Post Conference Planning

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

  1.

  2.

  3.

- Record 3 reflective questions you would ask the teacher aligned to the area of refinement.

  1.

  2.

  3.

Four Key Elements of the Instructional Post-Conference

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

1. Introduction/Greeting/Establish Length
   - Review Conference Process
   - General Impression Question

   - "How do you think the lesson went?"
2. Reinforcing the Teacher
   - Identify an area of Reinforcement (ONLY one area)
   - Ask Self-Analysis Question
   - Provide evidence from notes
3. Refining the Teacher's Skill:
   - Identify an area of Refinement (ONLY one area)
   - Ask Self-Analysis Question
   - Provide evidence from notes
   - Give a recommendation for future practice
4. Present evidence and rating connected to the rubric

Classroom Walkthroughs / Informal Observation

An informal observation/ classroom walkthrough is a:

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

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

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

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

Guidelines for Informal Classroom Observations

Informally Observe All Teachers

All teachers benefit from informal classroom observations. Informal observations should last from 15 to20 minutes; therefore, conduct only as many observations in a day as you can follow up with on either the same or next day. Teachers need and deserve some type of immediate feedback.

Informally Observe As Often As You Can

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

Focusing on One or Two Areas

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

Make Time to Follow Up

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

Teacher Driven Observations

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

Types of Data

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

Informal Observation: General Form

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

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

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

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

Evaluator Summary Comments:

Recommendations for Focus of Informal Observations:

Evaluator Signature: _____ ☐ **Photocopy to Teacher**

Informal Observation: Open-Ended Form

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

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

TIMES	OBSERVATIONS

Evaluator Summary Comments:

Evaluator Signature: ☐ **Photocopy to Teacher**

Final Summative Rating of Teacher Effectiveness

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

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

Final Summative (Overall) Rating	**INEFFECTIVE**	**DEVELOPING**	**SKILLED**	**ACCOMPLISHED**

☐ Check here if Improvement Plan has been recommended.

Teacher Signature ____ Date ____
Evaluator Signature ____ Date ____

The signatures above indicate that the teacher and evaluator have discussed the Summative Rating.
Note: The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form, and may request a second conference with the evaluator. Any additional information will become part of the summative record. Challenges may be made according to the local contract agreement.

NORWAYNE LOCAL SCHOOL DISTRICT

EVALUATION FORM

Name: _____ Position School Counselor

Building: Norwayne Elementary School School Year: _____

GENERAL DESCRIPTION:

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

MINIMUM QUALIFICATIONS:

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

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

		RATING SCALE HIGH LOW					NOTES OR COMMENTS
RESPONSIBILITIES & ESSENTIAL FUNCTIONS:							
1.	Consults with staff to identify, plan, implement and evaluate counseling services.	1	2	3	4	5	
2.	Upholds board policies and follows administrative procedures.	1	2	3	4	5	
3.	Promotes a favorable image of the school district. Encourages community partnerships that enhance district programs and services.	1	2	3	4	5	
4.	Facilitates the transition process for students entering or leaving the school program	1	2	3	4	5	
5.	Conducts counseling activities. Collaborates with teachers on students' career planning activities.	1	2	3	4	5	
6.	Implements effective pupil management procedures. Maintains high standards and upholds the student conduct code.	1	2	3	4	5	
7.	Works with building staff to develop and maintain a positive learning environment and stimulate student interest.	1	2	3	4	5	
8.	Provides counseling, communicates high expectations and shows an active interest in student progress. Facilitates critical thinking, problem solving and creativity skills.	1	2	3	4	5	
9.	Incorporates the effective use of available technology in record management and counseling activities. Upholds computer technology acceptable use policies.	1	2	3	4	5	

10.	Helps students take full advantage of the learning environment (e.g., access and proximity to activities, use of adaptive equipment, etc.).	1	2	3	4	5
11.	Maintains accurate records and submits reports on time.	1	2	3	4	5
12.	Respects personal privacy. Maintains the confidentiality of privileged information.	1	2	3	4	5
13.	Conducts group sessions as needed to address student concerns (e.g., conflict mediation, divorce, grief, personal behavior, etc.).	1	2	3	4	5
14.	Serves as a resource for drug prevention awareness and intervention activities.	1	2	3	4	5
15.	Helps staff address student concerns (e.g., excessive absences, at-risk behavior, mental/physical health, family/peer relations, etc.).	1	2	3	4	5
16.	Works with community services associated with students' programs (e.g., court systems, law enforcement, health care facilities, child welfare services, etc.).	1	2	3	4	5
17.	Schedules home and work site visits when necessary to support program goals.	1	2	3	4	5
18.	Takes precautions to ensure staff/student safety. Does not leave students unsupervised	1	2	3	4	5
19.	Watches for student behavior that may indicate a problem (e.g., profanity, teasing, bullying, distress, etc.).	1	2	3	4	5
20.	Reports evidence of suspected child abuse as required by law.	1	2	3	4	5
21.	Participates in intervention assistance team (IAT) meetings. Works with team members to reach a consensus on a plan for students requiring assistance.	1	2	3	4	5
22.	Supports a full range of educational options. Helps staff resolve problems related to the participation of students with disabilities in appropriate peer group activities.	1	2	3	4	5
23.	Participates in parent conferences, open houses and other required school events and encourage student activities as time permits.	1	2	3	4	5
24.	Participates in staff meetings and professional growth opportunities.	1	2	3	4	5
25.	Accepts personal responsibility for decisions and conduct.	1	2	3	4	5
26.	Strives to develop rapport and serve as a positive role model for others.	1	2	3	4	5
27.	Performs other specific job-related duties as directed.	1	2	3	4	5
28.	Plans his/her time so that matters concerning the instruction program receive priority.	1	2	3	4	5

COUNSELOR RESPONSIBILITIES:

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

COMMUNITY, PROFESSIONAL AND STUDENT RELATIONS:

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

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

ABILITIES REQUIRED:

1.	Acts in accordance with the professional code of ethics.	1 2 3 4 5
2.	Demonstrates professionalism and contributes to a positive work environment.	1 2 3 4 5
3.	Organizes tasks and manages time effectively.	1 2 3 4 5
4.	Skillfully manages individual, group and organizational interactions.	1 2 3 4 5
5.	Effectively uses verbal, nonverbal, writing and listening skills.	1 2 3 4 5
6.	Averts problem situations and intervenes to resolve conflicts.	1 2 3 4 5
7.	Exhibits consistency, resourcefulness, and resilience.	1 2 3 4 5
8.	Exercises self-control and perseverance when dealing with students.	1 2 3 4 5
9.	Completes paperwork accurately. Verifies and correctly enters data.	1 2 3 4 5
10.	Maintains an acceptable attendance record and is punctual.	1 2 3 4 5
11.	Travels to meetings and work assignment.	1 2 3 4 5

WORKING CONDITIONS:

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

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

PERFORMANCE EVALUATION:

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

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

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

COMMENTS:

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

Employee's Signature _____

Date _____

Supervisor's Signature _____

Date _____

Evaluation Filed by _____

Date _____

Employee's Comments Attached _____ Yes _____ No

NORWAYNE LOCAL SCHOOL DISTRICT

EVALUATION FORM

Name: _____ Position School Counselor

Building: Norwayne Middle School School Year: _____

GENERAL DESCRIPTION:

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

MINIMUM QUALIFICATIONS:

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

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

		RATING SCALE HIGH LOW					NOTES OR COMMENTS
RESPONSIBILITIES & ESSENTIAL FUNCTIONS:							
1.	Consults with staff to identify, plan, implement and evaluate counseling services.	1	2	3	4	5	
2.	Upholds board policies and follows administrative procedures.	1	2	3	4	5	
3.	Promotes a favorable image of the school district. Encourages community partnerships that enhance district programs and services.	1	2	3	4	5	
4.	Assists the principal with the development of the master schedule as directed.	1	2	3	4	5	
5.	Assists with the coordination of summer school programs when offered.	1	2	3	4	5	
6.	Facilitates the transition process for students entering or leaving the school program.	1	2	3	4	5	
7.	Provides student orientation and follow-up services.	1	2	3	4	5	
8.	Provides information services to parents and students (e.g., testing procedures, program options, etc.) Helps students understand their personal responsibility for setting goals and achieving success.	1	2	3	4	5	
9.	Oversees scheduling and record keeping processes. Helps students make suitable choices.	1	2	3	4	5	
10.	Conducts counseling activities. Collaborates with teachers on students' career planning activities.	1	2	3	4	5	

11.	Implements effective pupil management procedures. Maintains high standards and upholds the student conduct code.	1	2	3	4	5
12.	Works with building staff to develop and maintain a positive learning environment and stimulate student interest. Helps parents and students understand academic and behavioral objectives.	1	2	3	4	5
13.	Provides counseling, communicates high expectations and shows an active interest in student progress. Facilitates critical thinking, problem solving and creativity skills.	1	2	3	4	5
14.	Incorporates the effective use of available technology in record management and counseling activities. Upholds computer technology acceptable use policies.	1	2	3	4	5
15.	Helps students take full advantage of the learning environment (e.g., access and proximity to activities, use of adaptive equipment, etc.).	1	2	3	4	5
16.	Assists building administrators with the coordination of standardized and alternative testing programs test result interpretations and the identification and implementation of interventions for students experiencing learning difficulties.	1	2	3	4	5
17.	Facilitates school enrollment/withdraw procedures.	1	2	3	4	5
18.	Maintains career information materials. Helps students explore college credit plus opportunities (e.g., college, university, technical and proprietary schools, military services, etc.).	1	2	3	4	5
19.	Maintains accurate records and submits reports on time.	1	2	3	4	5
20.	Respects personal privacy. Maintains the confidentiality of privileged information.	1	2	3	4	5
21.	Conducts group sessions as needed to address student concerns (e.g., conflict mediation, divorce, grief, personal behavior, etc.).	1	2	3	4	5
22.	Serves as a resource for drug prevention awareness and intervention activities.	1	2	3	4	5
23.	Helps staff address student concerns (e.g., excessive absences, at-risk behavior, mental/physical health, family/peer relations, etc.).	1	2	3	4	5
24.	Works with community services associated with students' programs (e.g., court systems, law enforcement, health care facilities, child welfare services, etc.).	1	2	3	4	5
25.	Schedules home and work site visits when necessary to support program goals.	1	2	3	4	5
26.	Takes precautions to ensure staff/student safety. Does not leave students unsupervised.	1	2	3	4	5
27.	Watches for student behavior that may indicate a problem (e.g., profanity, teasing, bullying, distress, etc.).	1	2	3	4	5

28.	Reports evidence of suspected child abuse as required by law.	1 2 3 4 5
29.	Participates in intervention assistance team (IAT) meetings. Works with team members to reach a consensus on a plan for students requiring assistance.	1 2 3 4 5
30.	Supports a full range of educational options. Helps staff resolve problems related to the participation of students with disabilities in appropriate peer group activities.	1 2 3 4 5
31.	Participates in parent conferences, open houses and other required school events and encourage student activities as time permits.	1 2 3 4 5
32.	Participates in staff meetings and professional growth opportunities.	1 2 3 4 5
33.	Accepts personal responsibility for decisions and conduct.	1 2 3 4 5
34.	Strives to develop rapport and serve as a positive role model for others.	1 2 3 4 5
35.	Performs other specific job-related duties as directed.	1 2 3 4 5
36.	Plans his/her time so that matters concerning the instruction program receive priority.	1 2 3 4 5

SPECIFIC FUNCTIONS:

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

COUNSELOR RESPONSIBILITIES:

45.	Counsel with students whose absentee rate doesn't meet student handbook requirements.	1 2 3 4 5
46.	Counsel with students who are referred by teachers because of acute academic difficulties/needs.	1 2 3 4 5

47.	Coordinate an orientation program about the middle school, which will be presented to incoming students and their parents.	1 2 3 4 5
48.	Coordinates and conducts the total counseling program. (e.g., Suicide prevention, Dating violence, Internet safety, and RSVP)	1 2 3 4 5
49.	Be responsible for developing and conducting a chemical awareness program. (e.g., T.I.).	1 2 3 4 5
50.	Serve as leader of building IAT (Intervention Assistance Team) as per County/State guidelines.	1 2 3 4 5

COMMUNITY, PROFESSIONAL AND STUDENT RELATIONS:

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

ABILITIES REQUIRED:

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

1.	Acts in accordance with the professional code of ethics.	1 2 3 4 5
2.	Demonstrates professionalism and contributes to a positive work environment.	1 2 3 4 5
3.	Organizes tasks and manages time effectively.	1 2 3 4 5
4.	Skillfully manages individual, group and organizational interactions.	1 2 3 4 5
5.	Effectively uses verbal, nonverbal, writing and listening skills.	1 2 3 4 5
6.	Averts problem situations and intervenes to resolve conflicts.	1 2 3 4 5
7.	Exhibits consistency, resourcefulness, and resilience.	1 2 3 4 5
8.	Exercises self-control and perseverance when dealing with students.	1 2 3 4 5
9.	Completes paperwork accurately. Verifies and correctly enters data.	1 2 3 4 5
10.	Maintains an acceptable attendance record and is punctual.	1 2 3 4 5
11.	Travels to meetings and work assignment.	1 2 3 4 5

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

WORKING CONDITIONS:

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

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

PERFORMANCE EVALUATION:

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

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

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

COMMENTS:

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

Employee's Signature _____

Date _____

Supervisor's Signature _____

Date _____

Evaluation Filed by _____

Date _____

Employee's Comments Attached _____ Yes _____ No

NORWAYNE LOCAL SCHOOL DISTRICT

EVALUATION FORM

Name: _____ Position Guidance Counselor

Building: Norwayne High School School Year: _____

GENERAL DESCRIPTION:

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

MINIMUM QUALIFICATIONS:

1. Meets all mandated health requirements (e.g., a negative tuberculosis test, etc.)
2. Documentation of a clear criminal record
3. Master's degree in education – administration and/or guidance and counseling
4. Three years teaching experience

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

		RATING SCALE HIGH LOW					NOTES OR COMMENTS
RESPONSIBILITIES & ESSENTIAL FUNCTIONS:							
1.	Consults with staff to identify, plan, implement and evaluate guidance services.	1	2	3	4	5	
2.	Upholds board policies and follows administrative procedures.	1	2	3	4	5	
3.	Promotes a favorable image of the school district. Encourages community partnerships that enhance district programs and services.	1	2	3	4	5	
4.	Assists the principal with the development of the master schedule as directed.	1	2	3	4	5	
5.	Assists with the coordination of summer school programs when offered.	1	2	3	4	5	
6.	Facilitates the transition process for students entering or leaving the school program.	1	2	3	4	5	
7.	Provides student orientation and follow-up services.	1	2	3	4	5	
8.	Provides information services to parents and students (e.g., testing procedures, program options, graduation requirements, etc.) Helps students understand their personal responsibility for setting goals and achieving success.	1	2	3	4	5	

9.	Oversees scheduling and record keeping processes. Helps students make suitable choices to meet graduation requirements.	1	2	3	4	5
10.	Conducts guidance activities. Collaborates with teachers on students' career planning activities. Helps students revise individual career plans (ICP). Oversees the development of student career passports.	1	2	3	4	5
11.	Implements effective pupil management procedures. Maintains high standards and upholds the student conduct code.	1	2	3	4	5
12.	Works with building staff to develop and maintain a positive learning environment and stimulate student interest. Helps parents and students understand academic and behavioral objectives.	1	2	3	4	5
13.	Provides guidance, communicates high expectations and shows an active interest in student progress. Facilitates critical thinking, problem solving and creativity skills.	1	2	3	4	5
14.	Incorporates the effective use of available technology in record management and guidance activities. Upholds computer technology acceptable use policies.	1	2	3	4	5
15.	Helps students take full advantage of the learning environment (e.g., access and proximity to activities, use of adaptive equipment, etc.).	1	2	3	4	5
16.	Assists building administrators with the coordination of standardized and alternative testing programs test result interpretations and the identification and implementation of interventions for students experiencing learning difficulties.	1	2	3	4	5
17.	Serves as a liaison to the vocational school. Facilitates enrollment procedures.	1	2	3	4	5
18.	Maintains career information materials. Helps students explore post-secondary training opportunities (e.g., college, university, technical and proprietary schools, military services, etc.). Coordinates admission counselor/recruiter visits. Maintains up-to-date scholarship and financial aid information.	1	2	3	4	5
19.	Maintains accurate records and submits reports on time.	1	2	3	4	5
20.	Respects personal privacy. Maintains the confidentiality of privileged information.	1	2	3	4	5
21.	Conducts group sessions as needed to address student concerns (e.g., conflict mediation, divorce, grief, personal behavior, etc.).	1	2	3	4	5
22.	Serves as a resource for drug prevention awareness and intervention activities.	1	2	3	4	5

23.	Helps staff address student concerns (e.g., excessive absences, at-risk behavior, mental/physical health, family/peer relations, etc.).	1	2	3	4	5
24.	Works with community services associated with students' programs (e.g., court systems, law enforcement, health care facilities, child welfare services, etc.).	1	2	3	4	5
25.	Schedules home and work site visits when necessary to support program goals.	1	2	3	4	5
26.	Takes precautions to ensure staff/student safety. Does not leave students unsupervised.	1	2	3	4	5
27.	Watches for student behavior that may indicate a problem (e.g., profanity, teasing, bullying, distress, etc.).	1	2	3	4	5
28.	Reports evidence of suspected child abuse as required by law.	1	2	3	4	5
29.	Participates in intervention assistance team (IAT) meetings. Works with team members to reach a consensus on a plan for students requiring assistance.	1	2	3	4	5
30.	Supports a full range of educational options. Helps staff resolve problems related to the participation of students with disabilities in appropriate peer group activities.	1	2	3	4	5
31.	Participates in parent conferences, open houses and other required school events and encourage student activities as time permits.	1	2	3	4	5
32.	Participates in staff meetings and professional growth opportunities.	1	2	3	4	5
33.	Accepts personal responsibility for decisions and conduct.	1	2	3	4	5
34.	Strives to develop rapport and serve as a positive role model for others.	1	2	3	4	5
35.	Performs other specific job-related duties as directed.	1	2	3	4	5
36.	Plans his/her time so that matters concerning the instruction program receive priority.	1	2	3	4	5

SPECIFIC FUNCTIONS:

37.	Be responsible for maintaining and updating all student files.	1	2	3	4	5
38.	Assist the principal in the development and annual review of the Student-Parent Handbook.	1	2	3	4	5
39.	Be responsible for reviewing and publishing the Honor Roll for each nine weeks.	1	2	3	4	5

40.	Serve as the designated person in charge of the high school building in the principal's absence.	1	2	3	4	5
41.	Assist in the scheduling of students. Follow board adopted policies (JEF-R) pertaining to the area of post-secondary options.	1	2	3	4	5
42.	Coordinate all group testing in grades 9-12 – proficiency testing and intervention assistance programming/scheduling.	1	2	3	4	5
43.	Adequate notification and posting of college testing dates/programs should be provided students and parents.	1	2	3	4	5
44.	Coordinate and facilitate the annual Spring Honors Banquet.	1	2	3	4	5

GUIDANCE RESPONSIBILITIES:

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

COMMUNITY, PROFESSIONAL AND STUDENT RELATIONS:

52.	Work with various community agencies for the betterment of students.	1	2	3	4	5
53.	Work with the middle school principal and counselor in scheduling 8th grade students for their freshman year in high school. A student-parent information meeting should be conducted prior to actual scheduling.	1	2	3	4	5
54.	Except as the principal has a need to know, maintain confidentiality in all matters considered being of a private nature.	1	2	3	4	5

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

ABILITIES REQUIRED:

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

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

WORKING CONDITIONS:

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

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

PERFORMANCE EVALUATION:

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

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

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

COMMENTS:

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

Employee's Signature _____

Date _____

Supervisor's Signature _____

Date _____

Evaluation Filed by _____

Date _____

Employee's Comments Attached _____ Yes _____ No

APPENDIX C

NORWAYNE LOCAL SCHOOL DISTRICT

LEAVE FORM

Name _____ School _____

Social Security Number _____

Date(s) of Leave: _____ Number of Days: _____

Please check one of the following:

☐ Sick Leave [Check reason for using Sick Leave]

___1. Personal Illness or Injury

___2. Pregnancy

___3. Exposure to Contagious Disease

___4. Illness, Injury or Death in Immediate Family

_____ (relationship)

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

_____

_____

☐ Personal Leave [Check reason for Personal Leave

___1. Personal Business

___2. Emergency of Immediate Nature

___3. Religious Holiday

___4. Compulsory Court Attendance

___5. Marriage in Immediate Family

___6. Death of a Close Friend or Relative Not Covered Under Sick Leave

___7. College Graduation

___8. Professional Improvement

☐ emergency and hazardous leave

☐ extended leave [State Type]

☐ association Leave [President's Signature]

☐ adjudication leave [Attach notice or subpoena]

☐ assault leave [Attach certificate]

☐ unpaid child care leave [Attach certificate]

☐ military leave [Attach orders]

☐ unpaid short-term leave

☐ vacation leave [Support Staff only]

_____ _____

Employee Signature Date

☐ professional leave Is a substitute necessary? _____

registration and meeting information - [Please include a copy of the flyer for this meeting]

_____ There is no registration fee for this meeting

_____ I have paid the registration fee and will submit a receipt for reimbursement. Registration fee $_____If there is a registration fee, please attach who check should be made payable to. How do you anticipate incorporating the agenda of this meetung into your area of professional responsibility?

_____

_____

_____

	Signature	Date	Approved	Disapproved
Principal				
Superintendent				
Board/Treasurer				

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

APPENDIX D

STUDENT BEHAVIOR REFERRAL

Norwayne High School
350 South Main Street
Creston, OH 44217

Student's Name	Grade
Teacher	Room
Date	Section

INSTRUCTIONS

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

TEACHER REPORT

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

Description of Offense _____

_____

_____

Previous Incidents Involving Student _____

_____

_____

Corrective Efforts _____

_____

_____

ADMINISTRATIVE REPORT

Administrator _____ Date _____ Time _____

Action _____

_____

_____

PRINTED IN U.S.A.
087823

Parent/Guidance

APPENDIX E

NORWAYNE LOCAL SCHOOLS

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE'S SERIOUS HEALTH CONDITION

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

I hereby certify that I have physically examined Employee and have determined that she/he has a serious health condition.

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

Please provide appropriate medical facts: (attach separate sheet if necessary).

I also certify that the Employee is unable to perform the essential job functions of his/her position.

The Employee will continue to be under my care for treatment, and I will give Norwayne Local School District a monthly update in writing on the Employee's condition.

_____
Health Care Provider (Please print or type)

_____
Signature

_____
Telephone Number Date

Return this form to:

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

APPENDIX F

NORWAYNE LOCAL SCHOOLS

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

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

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

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

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

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

_____
Health Care Provider (Please print or type)

_____
Signature

_____
Telephone Number Date

Return this form to:

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

APPENDIX G

NORWAYNE LOCAL SCHO0OLS

HEALTH CARE PROVIDER'S CERTIFICATION FOR EMPLOYEE REQUEST FOR INTERMITTENT LEAVE OR REDUCED-WORK SCHEDULE

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

— Employee has requested intermittent leave or a reduced-work schedule for planned medical treatment. Indicate below the dates on which treatment is expected to be given and the duration of treatment.

— Employee has requested intermittent leave or a reduced-work schedule for her/his own serious health condition. Indicate below the medical necessity and expected duration of such leave.

— Employee has requested intermittent leave or a reduced-work schedule to care for a child/ spouse/parent. Indicate below why leave is necessary for the care of the relative and how it will assist in their recovery and the expected duration and schedule of such leave.

Please provide appropriate medical facts: (attach separate sheet if necessary).

_____
Health Care Provider (Please print or type)

_____
Signature

_____
Telephone Number Date

Return this form to:

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

APPENDIX H

NORWAYNE LOCAL SCHO0OLS

HEALTH CARE PROVIDER'S CERTIFICATION FOR RETURN TO WORK

I hereby certify that I have physically examined _____ (Employee) and have determined that he/she is able to resume all the essential job functions of his/her position and so is eligible to return to work in the Norwayne Local School District.

The following limits exist or accommodations are necessary to resume his/her essential job functions:

_____
Health Care Provider (Please print or type)

_____
Signature

_____
Telephone Number Date

Return this form to:

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

APPENDIX I

Time Sheet

Norwayne Local School District
Time Sheet for Meetings Outside Workday

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

Employee Name:_____

Social Security Number:_____

Pay Period:_____

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

Treasurer's Office Use – Wage Calculation - Teachers

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

Employee Signature

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

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

Building Principal Signature

APPENDIX J

CENTER FOR THE TEACHING PROFESSION

M. Master Teacher Program Requirements at a Glance

District Responsibilities:

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

Local Committee Responsibilities:

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

Teacher Responsibilities:

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

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

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

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

Master Teacher Program Overview

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

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

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

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

A – Master Teacher Definition and Criteria (PDF)

B – Master Teacher Processes and Procedures (PDF)

C – Master Teacher Application (PDF)

D – Master Teacher Scoring Guide (PDF)

E – Master Teacher Designation (PDF)

F – Master Teacher Candidate's Score Report (PDF)

G – Master Teacher Recommendation Form (PDF)

H – Candidate's Checklist for Submission of Materials (PDF)

I – EMIS Reporting Form (PDF)

J – Master Teacher Writing/Evidence Guidelines (PDF)

K – Master Teacher Examples of Evidence (PDF)

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

M – Master Teacher At a Glance (PDF) (program requirements)

APPENDIX K

Verbal Warning Form

Name of staff member _____

Date of verbal warning _____

Topic of verbal warning _____

_____ _____

Staff member signature Administrator signature

*Signatures on this form acknowledge a verbal warning was conducted. However, the staff member's signature should not be construed as evidence that the staff member agrees with the discipline.