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MASTER AGREEMENT

BETWEEN THE

ROOTSTOWN EDUCATION ASSOCIATION AND THE

ROOTSTOWN BOARD OF EDUCATION

AUGUST 1, 2025 THROUGH JULY 31, 2028

Table of Contents

ARTICLE 1. RECOGNITION 1

ARTICLE 2. NEGOTIATIONS PROCEDURE 1

B. Initiating the Negotiations Procedure 1
C. Negotiations Meetings 2
D. Agreement 2
E. Disagreement 3
G. Negotiations in Closed Session 4

ARTICLE 3. ASSOCIATION RIGHTS 4

ARTICLE 4. CURRICULUM INPUT 6

ARTICLE 5. TEACHING RIGHTS 6

A. Academic Freedom 6
B. Student Discipline and Removal 7
C. Teachers Supervising Internet Usage 7
D. Specialized Health Care Procedures 8
E. Students With Disabilities 8
F. State Testing Training 8
I. Non-Discrimination/Anti-Harassment 9
J. Professional Dress 9
K. Safe and Healthy Work Environment 10

ARTICLE 6. BUDGET/HOME OFFICE 10

ARTICLE 7. FACILITIES PLANNING 11

ARTICLE 8. POLICIES 11

ARTICLE 9. CLASS SIZE 11

A. Scheduling 11
B. Class Size 11
C. Secondary 12
D. Elementary Class Size 12
E. Traveling Teacher Class Load 12
F. Special Education Class Load 12
G. Student Enrollment 13

ARTICLE 10. SUPERVISING STUDENT-TEACHERS 13

ARTICLE 11. WORKING CONDITIONS 14

ARTICLE 12. VACANCIES, TRANSFERS, ASSIGNMENTS 16

A. Notification of Vacancies 16
B. Survey 18
C. Involuntary Transfer 19
D. Assignments 19

ARTICLE 13. COMPLAINT PROCEDURE 20

C. COMPLAINTS AGAINST PROFESSIONAL STAFF MEMBERS 20

ARTICLE 14. PERSONNEL FILE 22

ARTICLE 15. TEACHER CONTRACTS 24

C. LIMITED CONTRACTS 24
D. CONTINUING CONTRACTS 25

ARTICLE 16-A OTES/SCHOOL COUNSELOR EVALUATIONS 28

A. DEFINITIONS 28
B. APPLICATION 30
C. EVALUATORS 30
D. ORIENTATION AND PROFESSIONAL DEVELOPMENT 30
E. SCHEDULE OF EVALUATION 31
F. CRITERIA FOR PERFORMANCE ASSESSMENT 31
G. OBSERVATIONS 32
H. WALKTHROUGHS 35
I. EVALUATION COMMITTEE 35
J. PROFESSIONAL GROWTH AND IMPROVEMENT PLANS 36
K. MENTOR TEACHER FOR TEACHERS ON AN IMPROVEMENT PLAN 38
L. FINALIZATION OF EVALUATION 39
M. DUE PROCESS 40
N. SCHOOL COUNSELORS 40
O. EFFECTS 41

ARTICLE 16-B NON-OTES/NON-OSCES EVALUATION 41

A. EVALUATION 41
B. EVALUATION-VISITATION-OBSERVATION FEEDBACK-REPORTING 41
C. EVALUATION DOCUMENTS 43
D. OTHER 43

ARTICLE 17. REDUCTION IN FORCE 44

A. PREAMBLE 44
B. CAUSE(S) 44
C. PROCEDURE 45
D. REEMPLOYMENT AND REPLACEMENT PROVISIONS 46

ARTICLE 18. SCHOOL CALENDAR AND DAY 48

ARTICLE 19. STAFF MEETINGS 50

ARTICLE 20. PREPARATION AND PLANNING TIME 50

ARTICLE 21. SUBSTITUTING 51

ARTICLE 22. LEAVES OF ABSENCE 52

A. SICK LEAVE 52
B. COMPULSORY LEAVE 54
C. LEAVE FOR JURY DUTY 54

D. ASSAULT LEAVE 54
E. PERSONAL LEAVE 54
F. ATTENDANCE INCENTIVES 56
G. PROFESSIONAL LEAVE 56
H. SABBATICAL LEAVE OF ABSENCE 58
I. UNPAID PREGNANCY/ADOPTION/CHILDCARE LEAVE 59
J. MILITARY LEAVE 60
K. POLITICAL LEAVE 60
L. OTHER LEAVES OF ABSENCE 61
M. FAMILY & MEDICAL LEAVE ACT 61

ARTICLE 23. DEDUCTIONS 62

A. REQUIRED DEDUCTIONS 62
B. VOLUNTARY DEDUCTIONS 62
C. PROFESSIONAL ASSOCIATION DUES 63

ARTICLE 24. PAYROLL 65

ARTICLE 25. SALARY PROCEDURE 65

A. GENERAL PRINCIPLES 65
B. CLASSIFICATIONS 65
C. PURPOSE OF SALARY SCHEDULE 65
D. DESCRIPTION AND PROVISIONS OF SALARY SCHEDULE 66

ARTICLE 26. SALARY AND INDEX 67

B. SALARY SCHEDULE INDEX FOR PLACEMENT 67
C. SALARY SCHEDULE 2025-2026 68
D. SALARY SCHEDULE 2026-2027 69
E. SALARY SCHEDULE 2027-2028 70

ARTICLE 27. EXTENDED SERVICES 71

ARTICLE 28. SUPPLEMENTAL SALARY 71

F. SUPPLEMENTAL INDEX 73

ARTICLE 29. MILEAGE 74

ARTICLE 30. TUTORS 74

F. SALARY SCHEDULE INDEX FOR PLACEMENT 75

G. SALARY SCHEDULE FOR TUTORS EFFECTIVE AUGUST 1, 2025 75

ARTICLE 31. INSURANCE 76

A. COMPREHENSIVE MAJOR MEDICAL PLAN 76

ARTICLE 32. PROFESSIONAL DEVELOPMENT PROGRAM 78

ARTICLE 33. SEVERANCE PAY 79

ARTICLE 34. GRIEVANCE PROCEDURE 80

A. DEFINITIONS 80

B. PURPOSE 80
C. GENERAL PRACTICES 80
D. INFORMAL PROCEDURE 81
E. FORMAL PROCEDURE 81

ARTICLE 35. RETIREMENT INCENTIVE PLAN 83

ARTICLE 36. CONTRACT MAINTENANCE 84

A. ENTIRE AGREEMENT CLAUSE 84
B. WAIVER OF NEGOTIATION 84
C. SEVERABILITY 85

ARTICLE 37. RESIDENT EDUCATOR PROGRAM 85

B. PURPOSE 85
C. MENTORS/RESA FACILITATORS 85
D. PROTECTIONS AND RESTRICTIONS 87
E. COMPENSATION 87
F. RESIDENT EDUCATOR 88

ARTICLE 38. MANAGEMENT RIGHTS 88

ARTICLE 39. CONTINUOUS IMPROVEMENT PLAN 89

ARTICLE 40. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE 89

A. ESTABLISHMENT OF COMMITTEE 89
B. PURPOSE 89
C. MEMBERSHIP AND VACANCIES 89
D. TERMS 90
E. MEETINGS 90
F. DECISION MAKING 90
G. APPEALS PROCESS 90
H. COMPENSATION 91

ARTICLE 41. SENIORITY 91

A. SENIORITY DEFINED 91
B. POSTING OF SENIORITY LIST 92
C. CORRECTION OF INACCURACIES 92
D. LOSS OF SENIORITY 92

ARTICLE 42. DURATION AND INTENT OF AGREEMENT 93

APPENDIX A - TEACHER'S CONTRACT - LIMITED 94

APPENDIX B - TEACHER'S CONTRACT - CONTINUING 95

APPENDIX C - SUPPLEMENTAL CONTRACT 96

APPENDIX D - SALARY NOTIFICATION 97

APPENDIX E - EVALUATION OF TEACHING PERFORMANCE 98

APPENDIX F – CLASS SUBSTITUTE PAY 101

APPENDIX G - TUITION REIMBURSEMENT FORM 102

ROOTSTOWN LOCAL SCHOOLS 102

TUITION REIMBURSEMENT FORM 102

APPENDIX H - GRIEVANCE FORM 103

APPENDIX I - DRUG FREE WORKPLACE 104

APPENDIX J - STAFFING REQUEST FORM 106

APPENDIX K-1 - STANDARDS-BASED TEACHER EVALUATION 107

APPENDIX K-2 - STANDARDS-BASED SCHOOL COUNSELOR EVALUATION 115

APPENDIX L - SUPPLEMENTAL MATERIALS FORM 121

APPENDIX M – SCHEDULES OF BENEFITS 122

ARTICLE 1. RECOGNITION

A. Having demonstrated to the Rootstown Board of Education (hereafter referred to as the "Board") that the Rootstown Education Association (hereafter referred to as the "REA" or the "Association"), an affiliate of the North Eastern Ohio Education Association, the Ohio Education Association, and the National Education Association, presently represents the certified/licensed teaching personnel employed by the Board (with the exception of Superintendent and his/her administrative staff, all Administrative Directors, Principals, Assistant Principals, Supervisors, Administrative Coordinators, Administrative Assistants, and any other person engaged at least fifty percent (50%) of the time in the administration and supervision of professional personnel, not including Guidance Counselors, etc.), hereafter referred to as the "bargaining unit," the Board of Education hereby recognizes the Association as the sole and exclusive representative for the bargaining unit; and the rights and privileges of the Association and its representatives, as set forth in this Agreement, shall continue from year to year until and unless successfully challenged in accordance with O.R.C. Sections 4117.04 and 4117.07. By October 1 of each year, the Association shall provide a list of its members not on payroll deduction if requested by the Board of Education.

B. Any challenge to the representation of this bargaining unit as defined in Section A., above, shall be conducted in compliance with and pursuant to Ohio Revised Code Section 4117.04.

C. For the purposes of receiving insurance benefits, bargaining unit members must be daily assigned at least five (5) hours of classroom instruction and/or other supervisory, counseling, coordination, or record keeping tasks/assignments.

D. The Board of Education shall hire a qualified Registered Nurse to be housed in the district to service students.

ARTICLE 2. NEGOTIATIONS PROCEDURE

A. The Board will enter into an agreement with the Association for purposes of establishing a negotiations procedure and negotiate in "good faith" a professional salary schedule, fringe benefits, welfare provisions, grievance procedures, and other terms or conditions of employment.

B. Initiating the Negotiations Procedure

A written request for meeting will be submitted by the Association to the Superintendent, or by the Superintendent to the Association President, not later than May 15 of the year during which this Agreement expires, unless another date is mutually agreed upon by the Association and the Board.

C. Negotiations Meetings

Meetings between the Association's and the Board's negotiating teams will be scheduled for a mutually satisfactory time within fifteen (15) days after the request for a meeting, unless a mutually satisfactory later date is agreed upon. The purpose of the first bargaining session shall be to exchange initial proposals. Each party must bring its entire initial proposal to exchange at this initial session, and no additional items may be brought forward after the initial exchange except by mutual agreement. Negotiations shall be completed within thirty (30) days from the date of this meeting, unless there is a mutually agreed upon extension.

1. Pertinent data and supporting information, proposals, and counter proposals will be presented. Each party shall listen in good faith to the views of the other.

   Both sides agree to provide the other with data pertinent to areas that are the proper subject of negotiations and supporting information, within a reasonable time, in such form as it exists.

2. Each Negotiating Team shall have not more than four (4) members and one (1) other professional negotiator, if desired.

3. Consultants, in addition to the professional negotiator, may be used if deemed advisable by both parties in an advisory role or for purposes of clarification.

4. Each team is responsible for making periodic progress reports to the respective party they represent during negotiations.

5. While discussions are in progress, any release prepared for the news media shall be jointly prepared by the parties.

6. All proposals and counter proposals shall be presented in written form. This does not preclude exchanging and considering verbal proposals.

7. Up to three (3) full-day bargaining sessions will be scheduled during the teacher's workday, and bargaining unit members on the Association's team will be released from their regular duties to attend those bargaining sessions.

D. Agreement

1. Tentative Agreements: As items are negotiated and agreement reached, said items shall be reduced to writing and signed by a representative of each team.

2. When the parties reach a Tentative Contractual Agreement, it shall be reduced to writing and presented to the Board by the Superintendent and to the membership of the Association by its President.

3. Adoption of the aforesaid Agreement shall be accomplished by first submitting the proposed Agreement to the Association membership within ten (10) days for its consideration. If ratified by the Association, the proposed Agreement shall be submitted for the consideration of the Board no later than ten (10) days after notification of ratification by the Association.

4. The Association shall compile and print the Master Agreement and provide copies to all bargaining unit members along with all Board members, the Superintendent, the Board Treasurer, and the Building Principals. The Board and the Association shall share equally the cost of printing the Master Agreement. The Superintendent and Association President shall choose the cover design.

E. Disagreement

In the event of a bargaining disagreement, or if the parties have not reached an agreement within thirty (30) days of the first bargaining session, whichever occurs later, the teams shall report back to their respective parties for further advice and input. If a party declares a bargaining disagreement exists or within thirty (30) days prior to expiration date of the current negotiated agreement, either party may request mediation. While the Parties prefer to conduct the mediation in accordance with the rules and under the supervision of the Federal Mediation and Conciliation Service (FMCS), if FMCS is unavailable to provide such mediation services, the Parties will mutually agree to obtain a mediator through the State Employment Relations Board (SERB) or another dispute resolution entity (ADR Entity), Once an entity is selected and a mediator is assigned, the Parties' bargaining will then continue under the supervision of the mediator in accordance with the applicable rules and procedures as promulgated by the entity that supplies the mediator. If there are any costs directly connected with the mediation services provided by FMCS, SERB, or ADR Entity, the Board and the Association shall share them equally. The selected mediator shall have the power to call the parties to mediation sessions so long as the parties agree to keep the mediator involved.

The parties agree that the aforementioned mediation shall supersede all other dispute settlement procedures contained in O.R.C. 4117.14 (i.e. mediation shall serve as the parties' "mutually agreed dispute resolution" procedure). The Board recognizes the right of the bargaining unit to strike after the Master Agreement expires; mediation has been attempted at least once; and a ten (10) day notice has been given in accordance with O.R.C. 4117.

F. All parties are obligated to deal openly and fairly with each other on all matters and to conduct such negotiations in "good faith," but such obligation does not compel either party to agree to a proposal or require the making of a concession. If a proposal is unacceptable to one of the teams, that team is obligated to respond with a counter proposal or give reasons for its rejection of the proposal.

G. Negotiations in Closed Session

All bargaining sessions shall be private (i.e., closed) with only members of the parties' respective teams present, along with others whom the parties mutually agree to include.

H. "Days" herein and throughout this Agreement shall mean calendar days unless otherwise specified by the parties.

ARTICLE 3. ASSOCIATION RIGHTS

A. An electronic copy of the Board Agenda shall be available on the District's website (e.g., through BoardDocs) a minimum of twenty-four (24) hours prior to the Board meeting; a copy of the electronic agenda will also be emailed to the REA President. Updated versions of the agenda will also be available through the website (e.g., BoardDocs) until the start of a meeting. The minutes of each Board meeting shall be available on the District's website (e.g., through BoardDocs).

B. Prior to final adoption and/or general publication of Board policy, Student Handbooks, course catalogs and the course selection guides, the Superintendent will provide appropriate information to the REA President regarding any major change in fiscal or educational policy. Absent the need to comply with deadlines imposed by legislation or the U.S. Department of Education and/or the Ohio Department of Education and Workforce, Board-adoption of policy changes will follow the current "Two Reading" process.

C. The Association shall have the right to use inter-school telephones to communicate with teachers, provided such communication does not interfere with the teacher's scheduled activities. The Association will reimburse the Board for long distance charges incurred for Association business upon request.

D. The REA shall have the right to use the District Mail service, Public Address System, mailboxes, and bulletin boards, at least one of which shall be provided for Association use in each building, for the purpose of notices, communications, and matters of Association concern.

E. Duly-authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations.

F. The REA, or any committee thereof, shall have the right to use school buildings and facilities, without charge, for Association meetings at times when a Custodian is normally on duty. Such use may occur when a Custodian is not normally on duty only with the prior approval of the Superintendent. Any request for use of special meeting facilities to conduct Association business shall be directed to the Principal for prior

approval. When special custodial services for such meetings are required, the Board may make a reasonable charge for such services.

G. The Association may have the right to use school-owned office equipment located in the staff lounge and audio-visual equipment, provided that:

1. Such use does not interfere with normal functions of the school, and the Building Principal is notified.

2. The use is strictly to serve the legitimate business of the Association, such as the production of records, notices, or correspondences.

3. The purpose is for internal business use of the Association and not for public distribution.

4. Cost of expendable supplies, and repairs for damage caused by misuse of equipment, will be charged to the Association.

H. The Association shall have the right to meet during school time for a maximum of two (2) meetings per year: one during Orientation Day, and the other during the teacher In-Service Day. Each of these meetings shall be no longer than one (1) hour and shall be first arranged with the Superintendent. All other general meetings shall be conducted after school hours at such times as not to interfere with job responsibilities. In addition, the Association may make announcements to members at the end of each District-wide or building-level staff meeting.

I. The REA President, and/or Designee, shall receive class release time to work on school issues upon the mutual agreement of the Superintendent and REA President. Such release time will be covered under Article 21 - Substituting.

J. The District will conduct a New Teacher Orientation program prior to the start of the school year. The REA shall be provided with one and a half (1.5) continuous hours of time to meet with new teachers as part of the New Teacher Orientation program. New bargaining unit members who attend the New Teacher Orientation will be paid the hourly rate set forth in Paragraph A of Article 21 for the time they attend the New Teacher Orientation program.

If a bargaining unit member is hired after the start of the school year, the bargaining unit member will be provided an in-person onboarding meeting with the administration within ten (10) school days of the employee's first day of work. If the onboarding meeting occurs outside the regular teacher workday, the new bargaining unit member will paid the hourly rate set forth in Paragraph A of Article 21 for attending the onboarding meeting.

K. The District will provide to the Association President the name and work email address for new bargaining unit members who are employed during the school year within five

(5) workdays of the Board action to hire. The District will provide to the Association President the name and work email address for new bargaining unit members hired between June 1 and July 31, within ten (10) workdays (i.e., days the Board office is open) of Board action to hire. New employees will be provided access to their work email account within the above specified timeframes.

ARTICLE 4. CURRICULUM INPUT

If the Board contemplates additions, deletions or changes to the District's educational program or the curriculum or vendor assessments used, or considers the use of any form of contract service education, the Superintendent will form a Research Committee whose function it shall be to investigate the matter and make recommendation(s) to the Superintendent and the Board. Both the Board and the Association shall have the opportunity to appoint an equal number of representatives to the committee. The number of members shall be decided upon by the Superintendent and Association President, including teachers representing the affected grade level/department. When such proposed changes would affect more than one (1) building, grade level band (i.e., K-2, 3-5, 6-8, 9-12) representation will be present on the Research Committee. If the Committee reaches consensus, the Committee's recommendation will be submitted to the Board. If the Committee fails to reach consensus, the Administration will submit a recommendation to the Board. The final decision on implementation of (a) curriculum recommendation(s) rests with the Board. Training will be offered in a timely manner, to all affected teachers when changes in curriculum and/or vendor assessments occur. Further, all teachers shall be provided in a timely manner, with the curriculum resources "required" for implementation of the adopted curricula.*

ARTICLE 5. TEACHING RIGHTS

A. Academic Freedom

Professional staff shall seek to educate people in the democratic tradition, and to foster a recognition of individual freedom and social responsibility. The Parties affirm that these democratic values can be best transmitted in an atmosphere in which there is age-appropriate free discussion and exchange of ideas. Teachers shall serve as the instructional expert in the classroom. As such, teachers are charged with developing course methods and design that align with the Ohio Department of Education and Workforce standards, and District-approved frameworks and curriculum. Further, instructional decisions should be informed by student performance data and evidence-based practices to ensure student achievement goals are met. Supplemental materials must be submitted to the building principal two (2) weeks prior to use; if the administration has a concern with the supplemental material, the building administrator will notify the employee at least five (5) workdays prior to its planned use in the classroom. Supplemental materials shall be defined as any required reading and/or audio/visual materials utilized in the classroom. The form attached as Appendix M shall

be utilized. The Board shall not replace or displace any licensed faculty positions with any outside individual, agency or institution.

B. Student Discipline and Removal

1. The administration will support bargaining unit members when they are enforcing the student discipline guidelines outlined in both teacher and student handbooks.

2. Teacher(s) may remove disruptive students from class, in accordance with Board Policy 5610. At the time of removal, the teacher shall either call or otherwise communicate to the Office the reason(s) the child is being removed. No later than the end of the school day, the teacher shall submit in writing to the principal the reasons for the removal; the Principal will notify the teacher, within one (1) workday of the Office's receipt of the written reasons, of the Principal's response to the matter. In instances where safety of the member or other students may be at risk, a meeting between the Building Principal and teacher must occur to discuss an effective remedy, which will thereafter be implemented. No student will return to class absent an explanation to the teacher as to reasons for reinstatement.

   If a specific threat is made against a teacher, or one or more students assigned to a teacher's classroom, the administration will notify the affected teacher(s) of the threat within a reasonable period of time. The teacher is responsible for maintaining this information as confidential in accordance with law. As appropriate, the District will implement its threat assessment protocols.

3. The administration will notify affected teachers of relevant information, of which it is aware, when a student transferring into the District has a history of removal/discipline issues.

4. The Board will make available restraint/de-escalation training to all teachers who express, in writing, an interest in such training.

5. If a bargaining unit member makes a referral to the building administration to address a student behavioral issue that does not involve removal of the child from the teacher's classroom, the building administration will notify the bargaining unit member of the outcome of the referral within three (3) school days of the referral being made to the office.

6. The issue of student discipline and its impact on the learning and working environment will be a standing agenda item for the Parties' Labor-Management Committee.

C. Teachers Supervising Internet Usage

Teachers supervising students using the internet shall take reasonable measures to assure that students adhere to the Board's Acceptable Use Policy, which the

students/parents or guardians signed. Unless a teacher fails to take reasonable measures as outlined in this paragraph, the teacher will not suffer disciplinary action as a result of a student(s) violating the Acceptable Use Policy.

D. Specialized Health Care Procedures

Ordinarily, Certified School Nurses and/or Certified Medical Assistants will be the only certified/licensed employees to provide and conduct necessary medical procedures; however, in circumstances when a Certified School Nurse or Certified Medical Assistant is not available, another bargaining unit member may be delegated the responsibility to perform the procedure(s). In such cases, the District will provide training to any bargaining unit member asked to perform such medical procedure(s). Bargaining unit members shall not be required to perform any medical procedure on any student, absent an emergency or as otherwise described herein. No bargaining unit member shall be required to perform any custodial care services on any student.

E. Students With Disabilities

Intervention Specialists will be provided time during the regularly scheduled school day to create, write, update and modify any paperwork, reports, forms, etc. associated with their responsibility to serve as a Case Manager and/or the instructor assigned to delivery specially designed instruction for a student on an IEP. Intervention Specialists shall be granted two (2) workdays of release time annually for this work. Intervention Specialists must remain on campus (i.e., on District property) during this release time. When such time is taken, Intervention Specialists will be provided with private space to conduct their work. This release time is in addition to any team or internal meetings that may be required to develop IEPs. Case Managers must make every reasonable attempt to provide parents with a draft of an annual review IEP at least forty-eight (48) hours before the IEP team meeting.

F. State Testing Training

Annually, all bargaining unit members must participate in Board-provided training – during the employees' regular contract hours – concerning State-mandated criteria for administration of State tests. This training shall be provided by a testing coordinator or designee, as approved by the Superintendent and the Association President before October 1. The testing coordinator shall have attended all required meetings held by the State on the topic of testing. A bargaining unit member may refuse to administer a test (without repercussions) if the District fails to provide adequate training or proper testing conditions.

G. An administrator shall, within five (5) workdays, notify a bargaining unit member when a concern related to the employee is brought to the administrator's attention and how the administrator plans to address the situation. If an administrator fails to provide the requisite notice within five (5) workdays of it being brought to the administrator's attention, the specific concern shall not be brought up again.

H. If bargaining unit members raise an issue involving their health and safety, representatives from the Association and the Administration will promptly meet to discuss and address the issue.

I. Non-Discrimination/Anti-Harassment

1. The Board and Association share a commitment to providing a work environment that is free of discrimination on the basis of race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, military status, ancestry, genetic information (collectively, "Protected Classes"), or any other legally protected category, in its programs and activities, including employment opportunities. Further, the Board is committed to maintaining a work environment that is free from all forms of unlawful harassment, including sexual harassment. These commitments apply to all School District operations, programs, and activities. Administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment.

   The Parties also are committed to fostering a work environment that is free of discrimination based upon union activity/activism. If a bargaining unit member or the Association alleges discrimination based upon union activity/activism the employee must elect up front whether to pursue the claim through the State Employment Relations Board as an unfair labor practice charge or through a grievance pursuant to Article 34 of this Agreement. The Association and/or employee may not file a grievance and a ULP charge concerning the same incident or set of circumstances.

2. Board policies 3122 and 3362 will be available on the Staff Links section of the Chrome browser. Staff will complete annual training concerning these policies. Violation of these policies shall result in disciplinary action.

J. Professional Dress

Bargaining unit members shall dress in a professional manner appropriate to their respective positions. Appropriate attire on school days (i.e., days when students are in attendance) includes the following: no blue jeans or shorts; no non-Rootstown Rover graphic t-shirts; no leggings (unless worn under a dress or skirt); no flip-flops or slides. Payday Fridays shall normally be considered “Rover Days” and staff may wear jeans (without holes) and other District spirit wear as long as the bargaining unit member contributes to a designated Rootstown organization(s). Building Administrators may also identify other days during the school year when more casual wear (including jeans without holes and building administration-approved graphic t-shirts) may be worn. Finally, appropriate attire shall be interpreted in a manner that takes into consideration a staff member’s job responsibilities.

K. Safe and Healthy Work Environment

1. The Board will strive to provide a safe and healthy work environment.

2. If a bargaining unit member becomes aware of an unsafe or unhealthy condition within the workplace, the employee should report it to the Administration in writing as soon as practicable. Upon receiving the report, the Administration will, as soon as practicable, develop a plan to address the situation and notify the affected employees of the plan to address it.

3. There will be no retaliation or reprisals taken against any bargaining unit member who makes such a report.

4. The topic of fostering a safe and healthy work environment will be a standing agenda item for the Parties' Labor-Management Committee.

ARTICLE 6. BUDGET/HOME OFFICE

A. Input from teachers will be utilized in the construction of the building budgets.

B. Teachers will be informed of their budgets as soon as possible.

C. The Board recognizes professional staff members' duties – including the responsibilities to develop lesson plans, grade assignments and tests, and otherwise prepare for class extend beyond the regular school day and may need to be performed at home. Nevertheless, all teachers are required to prepare lesson plans, which are acknowledged to be fluid and changing documents, and will be made available electronically via email upon request. It is understood that lesson plans may change at any time.

D. In recognition that professional staff members' duties extend beyond the regular school day, additional requirements placed upon a teacher's time shall not be mandated unless negotiated through the Master Agreement. Teachers are expected to communicate with parents, students and administrators, in a manner that complies with their legal obligations, including pursuant to Ohio Revised Code 3319.321, Ohio Revised Code 149.43, and the Family Educational Rights and Privacy Act (FERPA). The Board will not mandate a specific means of communication. If a teacher uses the teacher's personal communication device to send a message that constitutes an education record or public record that is not maintained on a District server or District-approved application, the teacher must preserve the record in a manner that complies with State and Federal law.

ARTICLE 7. FACILITIES PLANNING

A. The Board/Administration will seek the input of teachers affected by construction of a new building or major modifications to existing structures, room assignments, or utilization of new or alternative technology/equipment. This input will be received and considered prior to any formal decision.

B. If the Board determines to close a building, the parties will meet to negotiate the affected terms and conditions of employment related to the closure at least ninety (90) calendar days prior to said closure.

ARTICLE 8. POLICIES

Up to date Board policies are available on the District's website.

ARTICLE 9. CLASS SIZE

A. Scheduling

1. Each building shall have a Master Schedule Development Committee that consists of a member of each grade level/department and representatives from specials/electives. The Association President shall appoint REA members to the committee. The committee will begin performing its work no later than the start of the second semester and complete its work by the final teacher workday of the school year.

2. Any changes to the master schedule in each building shall be accomplished through this committee.

3. Should a committee fail to complete a schedule in the designated time frame, the Building Principal shall complete the schedule.

B. Class Size

1. We believe that the academic staff should be large enough to meet the demands imposed by the enrollment, the curriculum, and the specific needs of the pupils/community, and adequate to provide each staff member and students the opportunity for intellectual and professional growth.

2. The Board shall continue to strive to maintain a minimum class size, suitable to the subject area with special consideration for children, teachers, class space, and funding available.

3. The ratio of certified/licensed staff to pupils on a district-wide basis shall be at least one full-time equivalent certified/licensed staff member per twenty-five (25) pupils in average daily membership. For counting teachers in this calculation, only regular, full-time, non-categorical (NOTE: Categorical is defined as intervention specialists and Tutors), nonfederal, non-administrative, actual in-class classroom teachers shall be counted.

C. Secondary

Every reasonable attempt will be made to have the total load of each regular classroom secondary teacher (grades 6-12) not exceed an average of twenty-five (25) students per class, excluding study hall, instrumental or voice music, or lunchroom supervision. The variation between course sections (courses as determined by the course selection handbook) shall not exceed four (4) students. Students leaving or entering the district after the start of the year shall not be counted as contributing to a discrepancy for that course section.

D. Elementary Class Size

Every reasonable attempt will be made to have Grades K-5 not exceed an average of twenty-five (25) pupils per homeroom teacher per grade level. The variation between individual classrooms in a building in each grade level shall not exceed four (4) students. Students leaving or entering the district after the start of the year shall not be counted as contributing to a discrepancy for that course section. For counting teachers in this calculation, only regular, full-time, non-categorical (NOTE: Categorical is defined as intervention specialists and tutors), nonfederal, non-administrative, actual in-class classroom teacher shall be counted.

E. Traveling Teacher Class Load

Attempts shall be made for teachers who teach in more than one building to travel only once per school day.

F. Special Education Class Load

1. The number of pupils in a special education unit shall be in accordance with the Ohio Operating Standards for the Education of Children with Disabilities. Waivers shall be sought through the State in instances where these rules cannot be met by the district. Affected association members shall be informed that a waiver is being sought, and shall be given reasons as to why such a waiver is necessary.

2. The District is committed to providing the requisite continuum of services required to meet the individualized needs of its students. Continuum of services refers to the range of educational placements and services needed to educate students in their least restrictive environment in accordance with the IDEA. A

student's IEP team shall determine the appropriate services and supports to allow students to be educated in their least restrictive environment.

3. The Administration shall seek input during the second semester from District intervention specialists in developing the next year's assignments.

4. The District will attempt to reasonably distribute students who have IEPs, Section 504 Plans and/or English Learners across classrooms in each grade level at the elementary school and sections at the Middle and High Schools.

G. Student Enrollment

1. Teachers will notify building administrators of overloads by the 5th workday of each semester. The building administrator will then have five (5) workdays to address the overload.

   With respect to Elementary homeroom teachers (see Paragraph D above), the Board will pay each homeroom teacher who has more than twenty-five (25) pupils in the teacher's class a quarterly stipend equivalent to $8.00 per day of instruction for each pupil over twenty-five (25) to a maximum of twenty-nine (29) pupils. Day of instruction is defined as a day when students are present. If a homeroom teacher is absent for two (2) or more consecutive weeks, the teacher will not be entitled to the stipend for the period of the absence. The quarterly stipend will be paid within one (1) month of the end of each quarterly marking period.

2. Classrooms in which there is equipment or other materials that may present safety concerns shall have a set maximum number of students (e.g., lab classes, computer classes, etc.). The Superintendent and REA President shall discuss this number. The final decision is left to the Superintendent.

ARTICLE 10. SUPERVISING STUDENT-TEACHERS

A. The District will only assign Student-Teachers to teachers who hold at least a professional teaching license and with the approval of the affected classroom teacher and Building Principal. The Building Principal will apprise all teachers who hold proper licensure of the requests for student-teaching positions prior to any assignment and the prospective supervising teacher may request an interview with the student-teacher prior to taking an assignment.

B. The Student-Teacher shall not be used as a substitute teacher.

C. Participating supervising teachers must follow the policies established by the cooperating university, unless they conflict with this Agreement, when implementing the Student-Teaching Program.

D. If there is a conflict of personalities between the Supervising Teacher and the Student-Teacher, or for other reasons as determined by the Supervising Teacher, the Supervising Teacher, through the Building Principal and finally the Superintendent, may recommend to the cooperating university that the Student-Teacher be transferred. Such a recommendation shall in no way be used in adverse evaluation of the Supervising Teacher.

E. Since the services rendered by the Supervising Teacher are above and beyond the duties and responsibilities of a regular teacher, the District will pay the Supervising Teacher the amount it receives from the college/university, for those services rendered. The District will pay the Supervising Teacher through a stipend where all deductions according to law are withheld and dispersed accordingly.

ARTICLE 11. WORKING CONDITIONS

A. The Board will attempt to provide teachers with the technology and materials they need to perform their teaching duties.

B. Workrooms and lounges will be provided and equipped, as possible, according to finances. The lounge is for teachers only, during actual school hours.

C. Teachers will be provided with locked areas for security purposes, either offices and/or areas within the classroom. Lockable lockers near the classroom may be used in place of an area within the classroom, in those instances where lockable areas within the classroom are not available. Teachers will be provided with keys to their office and classroom. Any teacher may be granted a key to the outside door of the building, on loan, and on a daily or weekend basis. The key must be checked out of the Principal's office, and shall be returned at the end of the loan period.

D. The Administration will repair equipment as soon as possible, if it is broken or malfunctioning.

E. Counselors are responsible for the school counseling/guidance program affecting students of the Rootstown Local School District. Counselors shall also serve as Building Test Coordinators. No counselor, however, will be used to administer make-up State tests. If a student situation arises, a counselor will be temporarily relieved of duties as a Building Testing Coordinator to deal with said situation. During in-district professional days, counselors will be relieved from attending District-planned sessions to work on test items/responsibilities and/or other counseling responsibilities.

F. The District will make every attempt not to pull Intervention Specialists from their regular assignments to provide substitute coverage for absent teachers. Further, in inclusion classrooms, when the regular education teacher is absent, the District will attempt to obtain a substitute for the absent teacher.

G. Teachers who serve on the Building Leadership Team will be eligible to earn CEU's for such service.

H. Teachers will be eligible to earn CEUs for time spent in Teacher-Based Teams.

I. The Superintendent shall establish a Testing Advisory Committee whose function is to provide input and make appropriate recommendation(s) to the Superintendent and the Board. The Association President may appoint up to four (4) REA members to the committee and the Superintendent may appoint up to four (4) individuals to the committee. The final decision on testing rests with the Board. The District's IT coordinator shall be included as part of the committee's deliberations.

J. Bargaining unit members who are responsible for managing finances shall be trained to use and shall use the online purchase order system to enable easier tracking of orders through the process. When purchase order requests are submitted, the Administration shall make every reasonable attempt to address the request within ten (10) school days of submission. If there is a problem that interferes with this time frame, the Administration will notify the teacher.

K. Building Test Coordinators will receive an annual stipend of Five Hundred Dollars ($500.00).

L. 1. To promote more effective collaboration between administration and staff, the District Leadership Team (DLT) and each Building Leadership Team (BLT) shall be jointly chaired by an administrator and a member of the bargaining unit. Subject to the need for the teams to address certain fixed agenda items and requirements, the co-chairs shall collaboratively develop the agendas for the meetings; the agendas will be developed before or after school, or during the bargaining unit member's planning period.

2. A Rover Labor-Management Committee (RLMC) shall be created to share information and proactively discuss labor-management issues that might otherwise result in a grievance or other areas of mutual concern. The RLMC will be composed of four (4) representatives selected by the Association President and four (4) individuals appointed by the Superintendent. The RLMC will meet on a monthly basis, unless the Superintendent and Association President determine there is not a need for a meeting. Annually, the schedule for the meetings will be established by September 1.

Minutes of the RLMC will be prepared and made available on a shared drive within two (2) weeks of each meeting. The agenda for each meeting will include an item so the parties can review their progress in addressing prior agenda items. The Administration will invite to the meeting the appropriate administrative personnel to address the topics on the agenda.

M. So long as the Board uses a communication platform that allows for it to send "all call" communications to staff, the Board will send a copy of all district-wide communications to all K-12 staff represented by the REA and a copy of building-wide communications to all REA staff who work in the building that sent the communication. If a staff member works in multiple buildings, the staff member will receive the communications sent for each building to which the employee is assigned.

ARTICLE 12. VACANCIES, TRANSFERS, ASSIGNMENTS

A. Notification of Vacancies

1. A vacancy is defined as either a position to replace a teacher on leave of absence that is expected to last a full school year or longer or a teaching position or extracurricular position that is either newly created or which is unfilled for the following school year because of death, transfer, retirement, resignation, termination or nonrenewal and which the Board intends to fill. A "vacancy" does not include changes in grade levels within a building that do not require additional staff. In the event a vacancy is created due to a leave of absence that is expected to last one (1) or more school years, the position may be filled by a substitute teacher. However, should that substitute teacher fill the position more than sixty (60) consecutive days, that substitute will be given a limited teacher contract. In the event the leave of absence is expected to carry over into the following school year, that position will be posted in accordance with the procedures set forth in Subsection 2. Administrative positions will be posted as a matter of information, although they do not fall within the terms of this Agreement. Likewise, tutor vacancies (those other than home tutors and those which trigger the need for hiring/assigning another employee) will be posted as a matter of information.

2. No vacancy will be filled until the following procedures are followed:

   a. The Superintendent sends an e-mail to all REA staff to notify them of the vacancy; and

   b. The District uses the following methods, as applicable, to notify staff of the vacancy:

      (1) The Building Principal will post written notices of vacancies in designated areas during the school year;

      (2) The District will post written notices of vacancies on the central office bulletin board during the summer months;

(3) Between the end of school and July 31, the District will include notices of vacancies on payroll stubs/notifications in the comments box of pay notices;

(4) The Superintendent will send copies of vacancy lists to the Association President at all times; and

(5) When an extracurricular position is posted, the requirements for that position shall be posted as well.

(6) For all bargaining unit positions, the posting shall include the building where the position will be assigned as well as the grade level(s) and/or department(s).

b. From September 1 to July 31, a teacher has ten (10) days to apply for the position after posting. Between the end of school and July 31 a notice will be deemed "posted" on payday.

c. Except during the month of August, no vacancy will be filled until ten (10) days from the date the notice is posted. During the month of August, no vacancy shall be filled until five (5) days from the date the notice is posted.

d. If any member notifies the Superintendent in writing before the end of the school year of an interest in a different position, that bargaining unit member shall be given preference for transferring into the position. If the bargaining unit member is not awarded the position, the Superintendent shall provide, in writing, an explanation of why the member was not awarded the position. Such decision shall not be arbitrary or capricious.

e. Participation in Interviews

Bargaining unit members will be afforded the opportunity to participate in the initial interview of prospective hires for teacher, tutor, and counselor positions. This interview may be done in person or virtually. The process for such participation shall be as follows:

i. The building principal, in collaboration with a REA representative, shall choose a bargaining unit member who is currently in the grade level or subject area of the posting, to participate in the initial interview. No employee who is employed under a Resident Educator license will be involved in the interview process.

ii. Notice of the date and time of the initial interview will be given to the bargaining unit member selected to participate.

iii. If the selected bargaining unit member is unable or unwilling to participate in the initial interview, the REA President may choose another bargaining unit member to participate.

iv. Following the interview, the bargaining unit member who participates in the initial interview will provide the employee's input regarding the candidate(s) to the Superintendent. The bargaining unit member's input shall be advisory only.

3. Home tutor positions will only be posted as a matter of information after exhaustion of the following steps:

a. Student's classroom teacher(s), by seniority, is unavailable.

b. Any bargaining unit member currently employed by the Board, on a seniority basis.

4. College Credit Plus

No College Credit Plus course will be taught by a non-bargaining unit member at any Rootstown Local Schools building, unless there is no qualified bargaining unit member who offers/is willing to teach the course. Such prohibition does not apply to students using the district's computers to take such courses online.

~~5~~. Online Courses

Students may enroll in courses, through an online vendor, not being taught in Rootstown Local Schools. REA teachers may be designated as "teacher of record" for these courses. For the purposes of this section, "teacher of record" will be defined as the teacher's name being attached to the course in EMIS and on the report card. This is only for courses for which the teacher is deemed Highly Qualified. Except in cases where additional grading is required and for which the teacher(s) will be compensated, there will be no instructional responsibilities for such "teachers of record."

B. Survey

Annually, on or before March 1, teachers may submit an online form identifying their preferences for their following year assignment, including whether they want to remain in their current building or are seeking an assignment change (i.e., movement to a new grade level, subject, building, etc.). Teachers may submit updates as desired. The Association President shall receive a copy of all survey forms. Preferences indicated on the form will be considered prior to making changes in assignments.

C. Involuntary Transfer

1. Movement from one assignment to another is considered a transfer.

2. Prior to an involuntary transfer, the Board will first seek volunteers from among existing staff to fulfill the needs of the District.

3. The reasons for involuntary transfer shall not be discriminatory, arbitrary or capricious.

4. A teacher who is involuntarily transferred shall have the option to request and receive written reasons from the Principal for the involuntary transfer.

5. The Principal, upon a request, shall discuss the involuntary transfer with the teacher involved.

6. A teacher who is involuntarily transferred will not be subject to another involuntary transfer for a period of three (3) years without cause.

7. No teacher with fifteen (15) or more years of service will be involuntarily transferred unless no other options exist utilizing current staff with less seniority than the teacher. The Superintendent shall, upon request, meet with the Association to discuss the lack of other options.

8. When an elementary teacher (K-5) is involuntarily transferred by two (2) grade levels or more, the teacher shall be entitled to a reimbursement of up to $250.00 through the building budget for the documented purchase (receipt) of supplemental materials for the new assignment. This reimbursement shall be in addition to what is already allocated to teachers in the grade level/subject area of the new assignment.

D. Assignments

1. All members are subject to annual assignment by the Superintendent. In the event the Superintendent proposes to transfer a teacher (via involuntary transfer of a teacher with 15 or more years of experience or to fill a vacant position), the transfer is subject to the approval of the REA President.

2. All members shall receive notification of next year's assignments by the end of the school year. Assignments shall include grade level for elementary teachers. Assignments for secondary teachers shall include course assignments and schedule.

3. Any changes to assignments and/or schedules will be mailed to teachers no later than July 15, unless the change involves an involuntary transfer which the teacher will be notified of no later than the last teacher workday of the year. After that date any further revisions to the schedule will only be made to comply with

other sections of this Agreement or state law, unless otherwise agreed to by the Association.

ARTICLE 13. COMPLAINT PROCEDURE

A. Below is the process for dealing with citizens' complaints and protecting staff members' rights. Channels other than those provided will not be recognized, except in circumstances where an investigation is required by statute.

B. No rule or procedure as referred to in this Article shall prohibit the teacher from legal representation, Association representation, or other remedy at law. Any appraisal of the teacher's performance shall be done by the Principal, as provided in Article 16-A – OTES/SCHOOL COUNSELOR EVALUATIONS and Article 16-B – NON-OTES/NON-OSCES EVAALUATION and the Standards-Based Teacher Evaluation Policy and Standards-Based School Counselor Evaluation Policy and related Forms incorporated into this Agreement as Appendix K-1 and K-2.

C. Complaints Against Professional Staff Members

Any person or group having a legitimate interest in the operations of this District shall have the right to present a request, suggestion, or complaint concerning District personnel. At the same time, the Board has a duty to protect its staff from unnecessary harassment. It is the intent of this Article to provide the means for judging each public complaint in a fair and impartial manner and to seek a remedy where appropriate.

Generally, the Board seeks to rectify any misunderstandings between the public and the District through direct discussions of an informal type among the interested parties. If such informal discussions fail to resolve the differences, a more formal process will be employed.

Any requests, suggestions, or complaints pertaining to professional staff members that reach the Board, its members, or the administration shall be referred to the Superintendent for consideration in accordance with Board Policy 9130 and the following procedures, unless the complaint involves a topic (e.g., sexual harassment) that requires an investigation in accordance the State or Federal law. As such, the Board will not recognize complaint resolutions that are rendered outside of this process unless a statute requires an investigation under the circumstances presented.

1. First Level

If a matter is specifically directed toward a professional staff member, the Building Principal will notify the concerned staff member of the specifics of the complaint and the concerned staff member shall discuss it promptly with the complainant and make every effort to provide a reasoned explanation or take appropriate action within the staff member's authority and District administrative

guidelines to resolve the complaint. If a complainant refuses to discuss the matter with the staff member, the staff member will notify the Administration, who, in turn, will notify the REA President that the matter is being advanced to the Second Level.

This First Level also shall not apply if the complaint involves suspected child abuse, substance abuse, or any other serious allegation that may require investigation or inquiry by school officials prior to approaching the professional staff member.

As appropriate, the staff member shall report the matter and whatever action may have been taken to resolve it to the Building Principal.

2. Second Level

If the matter cannot be satisfactorily resolved at the First Level, it shall be discussed by the complainant with the staff member's supervisor. A meeting between the complainant, staff member and Principal shall occur in an effort to mediate a resolution. Any notes that a bargaining unit member takes during such a meeting will be considered the bargaining unit member's personal working papers and not a public record. No documentation related to the meeting shall be placed in the teacher's personnel file, unless disciplinary action is taken against the employee in accordance with the terms of this Master Agreement, in which case nothing herein shall prevent such disciplinary documentation from being placed in the staff member's personnel file.

3. Third Level

If a satisfactory solution is not achieved by discussion with the Building Principal, the complainant may submit a written request for a meeting with the Superintendent. This request should include (as applicable):

1. The specific nature of the complaint and a brief statement of the facts giving rise to it;

2. The respect in which it is alleged that the complainant (or child of the complainant) has been affected adversely;

3. The action that the complainant wishes to be taken and the reasons why it is felt that such action should be taken;

4. Prior to rendering a decision, the Superintendent will give the staff member an opportunity to respond to the complaint. Such response shall include pertinent information related to the complaint, previously suggested solutions, and any possible impacts the complainant's solution might have.

Should the matter be resolved at this Level, the Superintendent shall so advise the Board.

4. Fourth Level

Should the matter still not be resolved, or if it is one beyond the Superintendent's authority and requires a Board decision or action, the complainant may request, in writing, a meeting with the Board.

The Board, after reviewing all material relating to the case, shall provide the complainant with its written decision or grant a meeting before the Board or a committee of the Board.

The complainant and affected staff member shall be advised, in writing, of the Board's decision, no more than thirty (30) business days following the matter being submitted to the Board or the Board holding a meeting on the matter, whichever is later. The Board's decision will be final on the matter.

D. Except in circumstances where investigation is required by statute, anonymous complaints shall be given no consideration.

ARTICLE 14. PERSONNEL FILE

A. The Superintendent's Office shall maintain a personnel file with an inventory sheet for each certificated/licensed employee in the District. Said file shall contain at least the following:

1. Completed Application Form.

2. Copy of current Teaching Certificates/Licenses.

3. Complete current Official Transcript.

4. Official Record of Accumulated Sick Leave Days from the employee's prior employer as submitted at the time of employment.

5. Official Record of Previous Years of Teaching or Administrative Experience.

6. Official Copy of Discharge from Military Service, where applicable.

7. Credentials and other Letters of Recommendation.

8. Copies of all evaluations and attachments, subject to Article 16.E. of this Agreement.

9. Criminal background information as required by law.

B. Upon request, a teacher shall have the right to review the contents of the teacher's personnel file. The Superintendent or designee shall facilitate the teacher's access to review the requested records. A representative may accompany the teacher in this review; or, upon authorization by the teacher, the representative may review the file in the teacher's behalf. Employees' sole personnel file shall be reviewed and stored in the Administration Office. Any other file is not authorized and may not be used. Nothing herein, however, shall prevent an administrator from maintaining personal notes concerning a teacher.

C. As stated in Paragraph B., above, the teacher has the right to review any material placed in the teacher's personnel file. Employees will be provided with a copy of any document that is placed in their personnel file at the time when it is placed in the file. The employee must initial and date the document when the copy is provided to them; their initial shall solely serve to acknowledge having seen it and been provided with a copy. Should the teacher object to any item(s) in the personnel file, the teacher shall have the right to attach a rebuttal or statement of disagreement (i.e., a written statement citing what the teacher objects to and why), which will be attached to the item(s) to which the teacher objects. Said attachment shall become a part of the personnel file. Attachments must be dated.

D. Employees' personnel files shall include on the inside cover a standard form that contains the name(s) of all persons viewing, reviewing, or adding a document thereto. Each such action shall also be accurately dated. Such provisions shall include, but not be limited to, the following examples: (1) Viewing or reviewing by the teacher and such REA representative as may accompany said teacher; (2) Entry of any form of evaluation and/or commendation materials by the appropriate Supervisor(s) and/or Board; (3) Deletion or removal, as provided later herein; and (4) Entry of attachment by the teacher.

E. All documents included in a teacher's personnel file shall be dated and identifiable as to source.

F. Any non-school personnel complaint to be placed in the personnel file regarding a bargaining unit member shall be promptly called to the attention of the bargaining unit member.

G. A teacher may request, and shall receive, one (1) copy of any item in the teacher's personnel file. Additional copies may be obtained at the employee's expense.

H. Any document in the personnel file that cannot be documented to the satisfaction of the Superintendent as to source, accuracy, relevance, completeness, or timeliness, shall be deleted from the file by the Superintendent acting for the Board, and no reference shall be made.

I. A teacher may also file a grievance, at the appropriate Grievance Procedure level, relevant to procedures and objectionable material for the purpose of having redress or removal of specified material.

J. The School District Records Commission consists of the Board President, Treasurer/CFO, and Superintendent of Schools and judges the advisability of destroying District records. The Commission shall meet at least once every twelve (12) months. The Superintendent will invite the Association President to attend the Commission's meetings.

ARTICLE 15. TEACHER CONTRACTS

A. Teacher contracts shall be of two types: Limited and Continuing.

B. If a Board adopts a motion or resolution to employ a teacher under a limited or a continuing contract and the teacher accepts such employment, the failure of such parties to execute a written contract shall not void such employment contract.

C. Limited Contracts

1. Upon employment, a teacher being ineligible for a continuing contract shall be issued no more than three (3) one-year limited contracts; and, upon completion of the third one-year limited contract, may be issued only three (3) two-year limited contracts; and, upon completion of the third two-year limited contract, may only be issued one (1) three-year limited contract; and, upon completion of the three-year limited contract, may be issued only four-year limited contracts until the teacher is eligible for a continuing contract. No teacher will be issued a contract of less duration than the employee's current contract, except as provided in Article 15.D.3. below.

2. Teachers currently employed and ineligible for continuing contracts will, at the expiration of their current contract, receive the appropriate contract as determined by their number of years of total teaching experience in relation to the number of years stated in C.1., above.

3. Any teacher employed under a limited contract and not eligible to be considered for a continuing contract, is, at the expiration of such limited contract, deemed reemployed under the provisions of this Section at the same salary plus any increment provided by the Salary Schedule, unless the employing Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy him/her on or before the first (1st) day of June. Such teacher is presumed to have accepted such employment unless the teacher notifies the Board in writing to the contrary on or before the tenth (10th) day of July, and a written contract for the succeeding school year shall be executed accordingly. The failure of the

parties to execute a written contract shall not void the automatic reemployment of such teacher.

4. The Board may authorize compensation in addition to the Base Salary stated in the teachers' Salary Schedule for the performance of duties by a teacher that are in addition to the teacher's regular teaching duties. The Board shall approve a supplemental written contract with each teacher who is to perform additional duties. Such supplemental written contracts shall be of a limited duration (e.g., one-year) and shall set forth the teacher's duties and shall specify the salaries and compensation to be paid for the performance of such supplemental duties.

5. Any teacher who has an expiring limited contract, and if it is the intention of the Administration to recommend nonrenewal to the Board of Education, said teacher shall be notified before June 1st by the Superintendent.

6. As stated above, a supplemental contract shall be issued for any Board-approved extra duty, whether paid or not, that is in addition to regular teaching duties. Since supplemental contracts are limited in duration to a one-year period, they are considered to automatically expire at the end of the school year without further action by the Board or notice to the employee.

D. Continuing Contracts

1. A continuing contract is a contract that shall remain in effect until the teacher resigns, elects to retire, or until it is terminated or suspended; and shall be granted only to teachers holding Professional, Permanent, or Life Certificates/Licenses in accordance with 3319.08 of the Ohio Revised Code. Eligibility for continuing contract status is based on two factors: the grade or "quality" of the teaching license held by the teacher and the length of teaching service within the district. The licensure requirement is met if the teacher (a) holds a professional, permanent, or life certificate (under prior law) or (b) holds a professional educator license (under current law) plus either of the following: (1) if a masters degree was held at the time of initially receiving a certificate or license, six (6) semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or (2) if no masters degree was held at the time of initially receiving a certificate or license, thirty (30) semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

2. Teachers eligible for continuing service status in any school district shall be those teachers qualified as to certification/licensure who within the last five (5) years have taught at least three (3) years in the District, and those teachers who, having attained continuing contract status elsewhere, have served two (2) years in the District; but the Board of Education, upon the recommendation of the Superintendent, may at the time of employment or at any time within such two (2)

year period, declare any of the latter teachers eligible. For teachers initially licensed on or after January 1, 2011, such teachers must also have taught for at least six (6) years in the District, to be eligible for consideration for a continuing contract.

3. Upon the recommendation of the Superintendent that a teacher eligible for continuing service status be reemployed, a continuing contract shall be entered into between the Board and such teacher, unless the Board by a three-fourths (3/4) vote of its full membership rejects the recommendation of the Superintendent. The Superintendent may recommend reemployment of such teacher, if continuing service status has not previously been attained elsewhere, under a limited contract for a period not to exceed two (2) years; provided that written notice of the intention to make such recommendation has been given to the teacher, with reasons directed at the professional improvement of the teacher, on or before the first (1st) day of June; and provided that written notice from the Board of its action on the Superintendent's recommendation has been given to the teacher on or before the first (1st) day of June; but, upon subsequent reemployment, only a continuing contract may be entered into. If the Board does not give such teacher written notice of its action on the Superintendent's recommendation of a limited contract for not to exceed two (2) years before the first (1st) day of June, such teacher is deemed reemployed under a continuing contract at the same salary plus any increment provided by the Salary Schedule. Such teacher is presumed to have accepted employment under such continuing contract unless the teacher notifies the Board in writing to the contrary on or before the first (1st) day of June and a continuing contract shall be executed accordingly.

4. A teacher eligible for continuing contract status who is employed under an additional limited contract for a period not to exceed two (2) years (as described in the preceding paragraph), is, at the expiration of such limited contract, deemed reemployed under a continuing contract at the same salary plus any increment granted by the Salary Schedule; unless the employing Board, acting on the Superintendent's recommendation as to whether or not the teacher should be reemployed, gives such teacher written notice of its intention not to reemploy the teacher on or before the first (1st) day of June. Such teacher is presumed to have accepted employment under such continuing contract unless the teacher notifies the Board in writing to the contrary on or before the first (1st) day of June and a continuing contract shall be executed accordingly.

5. The failure of the Superintendent to make a recommendation to the Board under any of the conditions set forth in this Section, or the failure of the Board to give such teacher a written notice pursuant to this Section, shall not prejudice or prevent a teacher from being deemed reemployed under either a limited or continuing contract, as the case may be, under the provisions of this Section.

E. Issues regarding termination of teacher contracts provided for in this Article 15 shall be enforced in accordance with procedures established under ORC 3319.16 and not enforced by means of the grievance and arbitration procedures contained elsewhere in this Master Agreement.

F. A teacher retired under the State Teachers Retirement System ("Previously Retired Teacher" or "PRT") may be employed/reemployed under the following conditions:

1. The Board is under no obligation to employ any retired teacher and there is no expectation of reemployment when a teacher retires from the Rootstown Local School District. PRTs who previously worked in the District do not need to be interviewed by the Board for any vacant positions for which they apply. PRTs who previously worked in the District are not guaranteed a particular assignment upon reemployment. PRTs will be assigned to positions that are within their certification/licensure area(s).

2. A position vacated by a retired teacher will be posted as provided under Article 12. If no current bargaining unit member applies and is transferred to the vacated position, the retired teacher may be re-employed in his/her prior position. PRTs who have declared retirement from the District shall be eligible after sixty (60) days to be reemployed by the Board.

3. PRTs will have no rights under the transfer and vacancy provisions of this Contract.

4. For purposes of salary schedule placement, a PRT will be placed at step one (1) upon initial employment (or reemployment) and will remain at that step if subsequently renewed. PRTs shall not be eligible for advances on the salary scale for years of service. It is the intent of the parties to specifically supersede ORC 3317.13 and 3317.14.

5. Upon employment, PRTs will be given full credit for their educational level.

6. If the PRT is not eligible to participate in the STRS health insurance program, the retired teacher may participate in the District's health and dental insurance program and the Board shall pay the employer-share for a single health and dental insurance benefit plan. The PRT may purchase the family plan by paying the difference between the single and family premiums. The PRT may also participate in the District's life insurance programs at PRT's own expense. All payments will be made through payroll deduction.

7. PRTs will be awarded one (1) year contracts that will automatically expire at the end of the school year without notice of nonrenewal and without compliance with ORC 3319.11, 3319.111, 3319.112, and 3319.113. For the purposes of PRTs, the parties expressly agree that this provision supersedes and replaces ORC 3319.11, 3319.111, 3319.112, and 3319.113.

8. PRTs are not eligible for severance pay for accumulated Sick Leave and may not participate in any future retirement incentive programs.

9. PRTs will be eligible to accumulate Sick Leave. Sick Leave shall commence at zero (0) days for PRTs. PRTs shall earn one and one-quarter (1-1/4) days of Sick Leave per month for the duration of their reemployment. PRTS may request advance of up to five (5) days of Sick Leave, if necessary. PRTs must reimburse the Board for any advanced Sick Leave which is not earned at the time the PRT severs employment with the District. The parties expressly agree that this provision supersedes and replaces ORC 3319.141.

10. Subject to these provisions, PRTs are part of the bargaining unit.

11. The parties expressly agree and fully intend this Article to supersede and take precedent over any inconsistent and/or contrary provisions of the Ohio Revised Code, the Ohio Administrative Code, Federal laws and regulations, and any other provisions of the Negotiated Agreement.

ARTICLE 16-A OTES/SCHOOL COUNSELOR EVALUATIONS

Standards-Based Evaluation System

The Parties believe in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

The District will use the Ohio Teachers Evaluation System (OTES 2.0), which conforms to the framework for evaluation of teachers as approved by the State Board of Education and aligns with the "Standards for the Teaching Profession" as set forth in State law. Similarly, the District will use the Ohio School Counselor Evaluation System (OSCES) to evaluate school counselors.

A. DEFINITIONS-The following definitions shall apply:

1. **"Teacher"** – For purposes of this Article, "teacher" means a licensed instructor who spends at least fifty percent (50%) of the teacher time providing content-related student instruction and who is working under one of the following:

   a. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

   b. A professional or permanent certificate issued under R.C. 3319.222 as it existed prior to September, 2003; or

   c. A permit issued under R.C. 3319.301.

2. **“Credentialed Evaluator” (“Evaluator”)** – An appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher or school counselor. For purposes of this Article, each teacher subject to evaluation will be evaluated by:

   a. A person who is under contract with the Board pursuant to ORC 3319.01 or 3319.02 and holds a license designated for being a superintendent, assistant superintendent, or principal issued under ORC 3319.22;

   b. A person who is under contract with the Board pursuant to ORC 3319.02 and holds a license designated for being a vocational director, administrative specialist, or supervisor in any educational area issued under ORC 3319.22;

   c. A person who is employed by an entity contracted by the Board to conduct evaluations and who holds a license designated for being a superintendent, assistant superintendent, principal, vocational director, administrative specialist, or supervisor in any educational area issued under ORC 3319.22 or is qualified to conduct evaluations.

   The Board shall authorize the Superintendent to approve and maintain a list of credentialed evaluators as necessary to effectively implement this Article, a copy of which shall be provided to the Association President annually and as updated.

3. **“Walkthrough”** – A formative assessment tool designed to inform evaluation, gather evidence of instruction, provide teachers with the opportunity to showcase their skills and expertise, and to provide targeted evidence-based feedback to teachers. It is generally made up of the walkthrough itself and a means of providing feedback to the teacher. A walkthrough is less than twenty (20), but at least five (5) minutes in duration.

4. **"Evaluation Cycle"** – The period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

5. **"Evaluation Instruments"** – The forms used by the teacher and evaluator, which shall be the ODE-adopted forms as of the effective date of this Agreement, including the "Teacher Performance Evaluation Rubric." Any forms that are needed but not developed by the ODE as of the effective date of this Agreement shall be developed by the Evaluation Committee and subject to ratification by the Board and the Association. In addition to being included in Appendix E of this Agreement, the evaluation instruments will be available on an internal shared drive.

B. Application

1. The District will not evaluate a teacher who was on a Board-approved leave from the District for fifty percent (50%) or more of the school year unless the teacher and evaluator decide to do so. If a teacher is not evaluated pursuant to this paragraph and is employed under a limited contract that expires at the end of the school year, the individual will only be eligible to be re-employed under the next limited contract specified in Article 15.C. for the following year, even if the teacher would have otherwise qualified for a continuing contract.

2. The District will not evaluate a teacher who submits a notice of retirement that is accepted by the Board by December 1 of the year the teacher was scheduled to be evaluated.

3. Substitute teachers and teachers not meeting the definition of "teacher" set forth above are not subject to evaluation under the Standards-Based Evaluation System.

C. Evaluators

1. A teacher's evaluator shall be assigned and the teacher shall be notified of the assignment no later than September 15, or in the case of a new teacher, within thirty (30) days of the first day employed. If the evaluator is someone other than the teacher's building principal, the teacher will receive notification of the assignment in writing. In the case of extenuating circumstances (e.g., an evaluator goes on a leave of absence that prevents the individual from completing his/her assigned evaluations in a timely manner), the Superintendent and Association President will meet to discuss how to complete the affected evaluations.

2. Absent extenuating circumstances, teachers whose contracts are up for renewal/nonrenewal or continuing contract status will be evaluated by their building administrator.

D. Orientation and Professional Development

1. No later than September 15 of each year, or within fifteen (15) workdays of the teacher starting work if the teacher is hired after September 15, the Board shall provide training to new teachers on the components of the teacher evaluation procedure, including rubrics, tools, processes, and the use of High-Quality Student Data (HQSD). New teachers shall not be evaluated or observed before the completion of such training.

2. Funding for Professional Development

The Board will annually appropriate no less than two thousand five hundred dollars ($2,500) to support professional development for all teachers. The financial resources allocated to support professional development shall be used first to assist teachers with a final summative rating of "Ineffective" in order to accelerate and continue teacher growth. Remaining funds will be available to all teachers.

For a teacher on an Improvement Plan, the evaluator will identify, with input from the teacher, professional development (e.g., training, classes, resources, etc.) as part of the Plan. On-site activities, District in-services, and District employees will be used when possible and appropriate.

E. Schedule of Evaluation

No teacher will be subject to more than one (1) evaluation cycle per school year. The evaluation cycle shall be completed no later than May 1 and the teacher shall receive the final written report of the cycle, including the assigned evaluation rating, not later than May 10.

F. Criteria for Performance Assessment

1. Teachers will be evaluated according to the Ohio Teacher Evaluation Framework, which is aligned with the Ohio Standards for the Teaching Profession adopted under state law. Using the multiple factors set forth in the Framework, the teacher's Final Holistic Rating will be based upon a combination of informal and formal observations and supporting evidence using the Teacher Performance Evaluation Rubric. The District will use the OTES 2.0 evaluation forms adopted by the Ohio Department of Education as of the effective date of this Agreement. To the extent ODE has not adopted one or more needed forms by the effective date of this Agreement, the Evaluation Committee will develop the forms and they will be submitted to the Board and the Association for ratification.

2. For focused observation(s), teachers will have no more than two (2) areas of focus.

3. A teacher may provide evidence to the credentialed evaluator to support and inform an accurate reflection of the Evaluation Factors being evaluated. Examples include, but are not limited to, student information affecting educational progress, student interest or learning style surveys, newsletters and other communications with parents, classroom rules, lesson plans, portfolios, summative assessments, professional education organization work, education awards, and student work samples. The evaluator will consider all evidence presented when completing the evaluator's assessment of the teacher and summarize the evidence in the Report. Upon request, the teacher shall have the opportunity to review with the evaluator the evidence utilized in the evaluation.

4. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

5. No misleading, inaccurate, untimely, undocumented, or unsubstantiated information may become part of a teacher's performance assessment. The evaluator shall maintain documentation supporting the performance assessments and will consider all evidence submitted by the teacher, which will be included in the evaluation record maintained.

6. The District will not collect teacher performance information for evaluation purposes through the use of electronic video or audio equipment.

7. The District will not use video/audio evidence submitted to the ODE by the Resident Educator as evidence to assess teaching performance.

8. Each teacher evaluated under this system shall annually have the option to complete a "Self-Assessment," which will not be included in the teacher's personnel file or in any other file, nor reported to ODE in any fashion, nor used in any decision-making capacity.

G. Observations

1. Schedule of Observations

   a. Except as otherwise set forth herein, the Board shall perform two (2) formal observations of a teacher each school year. Each formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations, except where the teacher is out on a leave of absence that prevents the evaluator from completing the observations within the timeframe set forth in this subparagraph.

   b. The first formal observation shall be completed no later than the last school day prior to the winter holiday break. The second and, if applicable, third formal observation(s) shall be completed no later than May 1st.

   c. Teachers on a limited or extended limited contract who are under consideration for nonrenewal may receive up to three (3) formal observations. It is expected such teachers will be on an Improvement Plan. At the first post-observation conference, if the District is considering nonrenewing the teacher, the evaluator will notify the teacher and confirm that the teacher will have two (2) more formal observations that school year.

   d. The Board shall evaluate each teacher who received a rating of "Accomplished" on the teacher's most recent evaluation conducted under

this section at least once every three (3) school years, provided the Evaluator, in dialogue with the teacher during the below described informal post-observation conference, determines the teacher is making progress on the self-directed Professional Growth Plan. Less frequent evaluations must still include, in any year when a full evaluation is not completed, one (1) focused observation and one (1) informal conference, which involves a conversation between the Evaluator and teacher and the teacher presenting evidence.

e. The Board shall evaluate each teacher who received a rating of "Skilled" on the teacher's most recent evaluation conducted under this section at least once every two (2) school years, provided the Evaluator, in dialogue with the teacher during the below described informal post-observation conference, determines the teacher is making progress on the Professional Growth Plan. Less frequent evaluations must still include, in any year when a full evaluation is not completed, one (1) focused observation and one (1) informal conference, which involves a conversation between the Evaluator and the teacher and the teacher presenting evidence.

f. Teachers shall not receive a formal observation on a day before or after a holiday, any school break of more than two (2) consecutive workdays, or any leave of absence of more than four (4) consecutive workdays.

g. Prior to March 1st, a teacher may request a formal observation in addition to those required by this procedure. Should any teacher request an additional formal observation, the Superintendent shall make reasonable efforts to provide for such an observation. If the Superintendent determines that conducting the additional formal observation is not feasible due to the date of submission or other extenuating circumstances, the Superintendent will meet with the teacher and the Association President to discuss the situation.

h. All formal observations will be announced.

2. Observation Conferences

a. Pre-Observation Conferences:

i. There will be a pre-observation conference before each formal observation unless the evaluator and teacher mutually agree to waive the pre-observation conference.

ii. The pre-observation conference will be held at least two (2) workdays prior to the scheduled observation in order for the teacher to explain plans and objectives for the classroom situation to be

observed. At the conference, the teacher and the evaluator shall collaborate to complete the Pre-Observation Conference Form which will be locally-developed by the Evaluation Committee and subject to ratification by the Board and Association. If a pre-observation conference is to occur, the teacher must submit his/her lesson plan at least one (1) workday prior to the pre-observation conference. It is understood by the parties that the instructional needs of the classroom may require adjustments to the plan submitted. Such adjustments shall be discussed with the evaluator at the post-observation conference. If the scheduled observation is cancelled, the parties will collaborate to reschedule the observation.

b. Post-Observation Conferences:

i. A formal post-observation conference shall be held not later than five (5) workdays after the first formal observation barring any unforeseen circumstances such as teacher or evaluator absence.

ii. The evaluator and the teacher will mutually determine whether to conduct a formal or informal post-observation conference following the second and, if applicable, third observation(s). Again, the post-observation conference will be held not later than five (5) workdays after the observation barring any unforeseen circumstances such as teacher or administrator absences.

iii. At the post-observation conference, the evaluator and the teacher shall collaboratively complete any remaining portions of the Post-Observation Conference Form, which will be locally-developed by the Evaluation Committee and subject to ratification by the Board and Association. The teacher shall have the right to present evidence of standards met that may not have been observed by the evaluator. Such evidence shall be noted and documented on the Post-Observation Conference Form and considered as part of the teacher's final evaluation. If there is a disagreement between the evaluator and the teacher, the evidence will be attached to the final evaluation as part of a rebuttal.

Upon request, the evaluator will review with the teacher the written documentation collected during the formal observations and walkthroughs.

c. The evaluator will finalize and give to the teacher the written documentation associated with formal observations within five (5) workdays after the post-observation conference.

H. Walkthroughs

1. Data gathered from the walkthrough must be placed on the ODE-approved walkthrough form developed as of the effective date of this Agreement.

2. The observing administrator will share the completed walkthrough form with the teacher within three (3) school days of the walkthrough. The teachers' response(s) to the feedback, if any, must be submitted to the observing administrator with three (3) school days, and shall be included as a part of the walkthrough form that is part of the evaluation record.

3. At the request of the teacher, a formal debriefing shall occur no later than three (3) school days after the walkthrough to discuss the evaluator's comments and observations.

4. There shall be no more than six (6) evaluator-initiated walkthroughs per evaluation cycle.

5. Walkthroughs shall not unnecessarily disrupt the learning environment in the classroom.

6. Walkthroughs shall not be conducted, for the purpose of informing a teacher's evaluation, on the day preceding or following any multiple-day holiday or recess recognized on the District calendar.

7. Teacher's may request a walkthrough at any time in writing to the evaluator.

I. Evaluation Committee

1. The Association and the Board agree to maintain an Evaluation Committee for the purpose of developing and recommending revisions to the District's Standards-Based Teacher and School Counselors Evaluation Systems, including Board Policies 3220 and 3223.

2. Committee Composition

   a. The committee shall be comprised of five (5) Association members appointed by the Association President and five (5) members appointed by the Superintendent. In addition, each party may appoint up to two (2) *ad hoc* non-voting members to assist and/or attend committee meetings.

   b. Committee members shall attempt to be representative of different grade levels and content areas.

3. Committee Operation

   a. Members of the committee will receive annual training on OTES 2.0.

b. All decisions of the committee will be achieved by consensus. If consensus cannot be reached, the Superintendent and Association President will attempt to reach a mutually agreeable decision. Ultimately, if a mutually agreeable decision cannot be reached, the Superintendent will decide.

c. At each meeting, the committee will select an individual to act as the official recording scribe for that meeting.

d. The committee shall be authorized to utilize educational consultants as the committee deems it appropriate. The cost, if any, shall be borne by the Board.

4. Committee Authority

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

J. Professional Growth and Improvement Plans

1. Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or professional improvement plan. Absent extenuating circumstances as recognized by the Superintendent (e.g., a teacher is on an extended leave of absence), teachers' Professional Growth Plans must be developed annually by October 15. Professional Growth Plans must have two (2) S.M.A.R.T. goals. The evaluator and teacher will collaboratively determine whether the Professional Growth Plan is aligned to any District or School improvement plan(s); however, if there is a disagreement the evaluator will make the final determination.

a. Teachers whose evaluation rating is Accomplished shall develop a self-directed Professional Growth Plan that focuses on the most recent evaluation and may choose their credentialed evaluator for their next evaluation cycle from the credentialed evaluators available. If, however, the number of Accomplished staff who select a specific credentialed evaluator results in a disproportionate allocation of staff among credentialed evaluators in the District, the Superintendent and Association President will meet to determine options for addressing the situation, so no credentialed evaluator has a disproportionate number of evaluations to complete in a given school year. If there is a disagreement between the teacher and the evaluator as to whether the Professional Growth Plan is aligned to any District or School improvement plan(s), the evaluator will make the final determination.

b. Teachers whose evaluation rating is Skilled shall collaboratively develop a Professional Growth Plan with their evaluator that focuses on the most

recent evaluation and shall have input on the selection of their credentialed evaluator for the next evaluation cycle from the credentialed evaluators available. If there is a disagreement between the teacher and the evaluator as to whether the Professional Growth Plan is aligned to any District or School improvement plan(s), the evaluator will make the final determination.

c. Teachers whose evaluation rating is Developing shall develop a Professional Growth Plan that is guided by the assigned credentialed evaluator that focuses on the most recent evaluation. The administration will assign the credentialed evaluator for the next evaluation cycle. If there is a disagreement between the teacher and the evaluator as to whether the Professional Growth Plan is aligned to any District or School improvement plan(s), the evaluator will make the final determination.

d. Teachers whose evaluation rating is Ineffective will be placed on an Improvement Plan developed by the assigned credentialed evaluator, pursuant to the terms of this Agreement. The teacher may have a representative present in the meeting when the Improvement Plan is being explained. The administration will assign the credentialed evaluator for the next evaluation cycle.

2. Nothing herein shall prevent the District from placing a teacher on an Improvement Plan at any time to address deficiencies identified through the evaluation process or the discipline process.

3. Except at described in subsection 2 above, a teacher will not be placed on an Improvement Plan during the teacher's first year of employment with the District. Nothing herein, however, shall prevent the Board from nonrenewing a first year teacher in accordance with the terms of this Agreement.

4. The Improvement Plan will identify:

a. The specific area(s) for improvement, aligned to the Ohio Standards for the Teaching Profession or the OTES 2.0 Rubric;

b. The rigorous but attainable level of performance the teacher is expected to reach;

c. A clearly articulated, reasonable timeframe in which the teacher is expected to correct the deficiencies; and

d. Available resources and assistance that will be provided to the teacher to help the teacher improve in the identified area(s). See Section D.2.a. above.

The Improvement Plan will be initiated immediately. The evaluator is responsible for gathering evidence of progress or lack of progress. The teacher may submit evidence of progress for consideration by the evaluator. The evaluator must reassess the educator's performance in accordance with the Improvement Plan. The reassessment may include additional performance observations.

5. No Improvement Plan or Professional Growth Plan will have more than two (2) achievable S.M.A.R.T. goals per Evaluation Cycle.

K. Mentor Teacher for Teachers on an Improvement Plan

1. Teachers who receive a final summative rating of "Ineffective" and are consequently placed on an improvement plan will be offered the opportunity to have a Mentor the following school year who is not the credentialed evaluator, if one (1) or more qualified teachers volunteer to serve as a Mentor.

2. Qualifications and Role of the Mentor

   a. The Mentor shall have a minimum of five (5) years of teaching experience in the District.

   b. The Mentor shall not have a formal evaluation role. The Mentor's role is to support the growth of the teacher through formative tools and practices.

   c. The Mentor shall hold a valid teaching certificate/license and to the extent possible will have the same area of certification/license as his/her mentee.

   d. The Mentor shall have extensive knowledge of a variety of classroom management and instructional techniques.

   e. The Mentor shall have demonstrated the ability to work cooperatively and effectively with the professional staff members.

3. Release Time

   The Mentor is expected to observe the teacher during the Mentor's planning period. If there is a conflict (e.g., the Mentor's planning period is the same time as the teacher's planning period), the Mentor may be granted release time to observe the teacher, subject to prior approval of the Principal which will not be unreasonably denied.

4. Protections

   a. Other than a notation that a teacher provided additional service as a Mentor, the teacher's activities as a Mentor shall not be part of the teacher's evaluation.

b. A Mentor shall not be requested or directed to make any recommendation regarding the continued employment of the teacher and/or advancement through the Resident Educator program.

c. No Mentor shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.

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

e. At any time, the Mentor or the teacher may exercise the option to have a new Mentor assigned to the teacher. Said change shall occur without prejudice or judgment to either the Mentor or the teacher. This option may be exercised not more than two (2) times by the Mentor or the teacher.

L. Finalization of Evaluation

1. The evaluation will be completed annually by May 1, and the teacher will receive the written evaluation report by May 10. The final summative conference will be completed by May 10. Teachers will be advised of any intent to recommend nonrenewal at the summative conference. Written notice of nonrenewal will be provided by June 1.

2. The evaluator shall provide each evaluation to the teacher and the teacher shall sign written confirmation acknowledging receipt of the document. The teacher shall have the right to make a written response to the evaluation and have it attached to the evaluation report to be placed in the employee's personnel file and it shall become a part of the evaluation record. A copy, signed by both parties, shall be retained by the employee.

3. Teacher evaluations shall consist of multiple factors (as described in the OTES 2.0 Rubric and the Ohio Educator Standards), and will contain a Final Holistic Rating of Accomplished, Skilled, Developing, or Ineffective.

4. Completion of Evaluation Cycle

   a. The summative evaluation rating shall be based upon a preponderance of the evidence, assessed in a holistic manner, that is aligned to the Ohio Educator Standards. Evidence gathered during the walkthroughs and formal observations that are conducted for the current school year, along with evidence provided by the teacher as provided herein and information previously shared with the teacher by the evaluator, may be used.

b. The evaluation shall acknowledge, through the gathered evidence, the performance strengths of the teacher evaluated as well as any performance deficiencies. Upon request, the evaluator will discuss with the teacher the evidence / information used to support the conclusions reached in the formal evaluation.

c. The evaluation report shall be signed by the evaluator and the teacher to verify notification to the teacher that the evaluation shall be placed on file. The teacher's signature shall not be construed as evidence that the teacher agrees with the contents of the evaluation report. Electronic signatures (e.g., a 'PIN') may be used.

d. The evaluation report shall be completed and signed by both parties no later than May 10 and filed with the Superintendent within ten (10) workdays.

5. The use of OhioES shall be in accordance with state law and the parties shall limit the information submitted to the system to the minimum amount of legally required information.

M. Due Process

1. The teachers' evaluations will serve to inform the Board on employment decisions, i.e., retention, promotion of teachers, renewal of teaching contracts, and the removal/nonrenewal of poorly performing teachers.

2. The removal of poorly performing teachers shall be in accordance with the Ohio Revised Code and applicable provisions of this Agreement.

3. A teacher shall be entitled to Association representation at any conference held during this procedure.

4. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, terminated, adversely evaluated, or otherwise deprived of any professional advantage without cause. This provision applies to all bargaining unit members.

   "Cause" is defined as willful or blatant or persistent violations of written administrative rules or regulations, established Board policy, this Agreement, or failure to correct criticisms as documented through the evaluation process.

5. Alleged violations of Article 16 may be grieved pursuant to Article 34.

N. School Counselors

The District will use the Ohio School Counselor Evaluation System (OSCES) to evaluate school counselors. As such, the District will use ODE's OSCES rubric and

forms and follow the relevant/applicable timelines, processes, and procedures related to the OTES (see Article 16-A above) in completing the evaluations. In addition to being included in Appendices L-1 through L-12 of this Agreement, the rubric and evaluation instruments will be available on an internal shared drive.

O. Effects

1. Upon ratification by both parties, the Board shall amend its evaluation policies to conform to the terms of this Master Agreement.

2. If the Ohio General Assembly promulgates a law that invalidates portions of this evaluation procedure, or a final court of competent jurisdiction or the State Employee Relations Board (SERB) determines that a provision of this section is unlawful, the parties shall meet to negotiate, in accordance with the terms of Article 36.C. of the Master Agreement, the replacement terms that will apply.

ARTICLE 16-B NON-OTES/NON-OSCES EVALUATION

A. Evaluation

1. The Building Principal or other agreed upon administrator shall be the primary evaluator.

2. Teachers/related service providers on limited contracts shall be evaluated at least twice each school year. One evaluation shall be conducted and completed not later than January 15 and the teacher/related service provider being evaluated shall receive a written report of the results of this evaluation not later than January 25. One evaluation shall be conducted and completed between February 10 and April 1 and the teacher/related service provider being evaluated shall receive a written report of the results of this evaluation not later than April 10.

3. Teachers/related service providers on continuing contracts shall be evaluated at least once each school year. The evaluation shall be conducted and completed by May 15 and the teacher/related service provider being evaluated shall receive a written report of the results of this evaluation not later than May 25.

B. Evaluation-Visitation-Observation Feedback-Reporting

Feedback-Reporting shall be given a teacher/related service provider within ten (10) calendar days of the scheduled observation/visitation/evaluation. The Feedback-Reporting shall be given in the post-conference setting, wherein the following procedure(s), practice(s), and guarantee(s) shall apply:

1. Feedback shall be written.

2. The teacher/related service provider's signature shall signify only that the teacher/related service provider read and has been supplied with a complete form(s) and/or all attachments/documents related thereto. The teacher/related service provider shall have the right to attach a rebuttal to the evaluation to be included in employee's personnel file.

3. Teachers/related service providers shall have the right to have their designated representative present during any pre- or post-conference meeting.

4. Each evaluation shall consist of two (2) observations of the teacher/related service provider by the evaluator. Each observation shall be for not less than thirty (30) minutes.

5. At a pre-conference meeting, the teacher/related service provider and evaluator shall establish mutually agreed to areas of evaluation, possible date of observation/visitation/evaluation subject to mutually determined change as conditions and schedules may dictate, with all rights of attachment retained.

6. Where extenuating circumstances, such as logistical abnormalities or situational exigencies, shall exist during observation/visitation/evaluation, they shall be noted with explanation.

7. If specific criticisms are made of a teacher/related service provider or a Supervisor, they shall specify, by mutual consent, a timeframe for remedy and the nature of evidence required to indicate correction of the concern(s). The Administration will give assistance to help correct the criticisms including time, material, resources, and consultant services.

8. Principals shall provide to their non-OTES staff evaluative procedures/goals by September 30th. Such information shall utilize the evaluation form and provide detailed comments as to acceptable/unacceptable criteria. Staff will have the opportunity to seek clarification of such expectations at any time.

9. Teachers/related service providers and/or their evaluators shall have the right to verbal response during pre-and post-conference meetings without fear of reprisal.

10. All line items on any evaluation document(s) shall be completed as called for within or specified either "Not Observed" (N/O) or "Not Applicable" (N/A).

11. Any portion of an evaluation shall be considered invalid, wherein a specified change of performance has been indicated in either pre- and/or post-conferencing, where adequate equipment, supplies, and/or supplementary services have not been provided as mutually agreed to. Where such invalidation occurs, said section of the evaluation shall not be included in the teacher/related service provider's personnel file.

12. Teachers/related service providers shall not be the subject of observation/visitation/evaluation for the purpose of the formulation of a written document(s) on the day before or after a calendared recess; on the day after an unscheduled school closing; on the day after an absence, on a staff development day; on the first or last day of a grading period; or for three (3) days following an uncalendared school closing whose duration has been at least five (5) days.

13. In any such evaluation(s) as changes of performance shall be set forth, the document(s) shall establish specific measurable suggestions for instituting improvements in performance.

14. No teacher/related service provider shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, transferred, terminated, adversely evaluated, or otherwise deprived of any professional advantage without cause.

    "Cause" is defined as willful or blatant or persistent violations of written administrative rules or regulations, established Board policy, this Agreement, or failure to correct criticisms as documented through the evaluation process.

15. The performance evaluation of certificated/licensed employees who are impacted by an IEP/504 Plan shall not include any negative assessment because the short term/long term goals of the IEP/504 Plan have not been met by the student.

C. Evaluation Documents

1. The teacher or the Principal shall have the right to indicate documents in the personnel file(s) which either and/or both believe to be obsolete or otherwise inappropriate for continued retention. After mutual agreement of the teacher and the Principal, and/or designee(s), and/or successor(s), such material(s) may be removed from the personnel file(s) and destroyed.

2. The current Evaluation Form is attached as Appendix E.*

    *The Parties agree that the Evaluation Committee shall develop a new Evaluation Form to replace the one currently attached as Appendix E and that the new Evaluation Form will be in place by the start of the 2026-2027 school year.

D. Other

1. Non-OTES staff shall not be evaluated on students' performance on any standardized testing.

2. The non-OTES evaluation procedure contained herein is the complete agreement between the parties. No person is authorized to evaluate non-OTES

staff outside of this procedure including, but not limited to, evaluation of non-OTES teachers on substitute lesson plans or substitute's notes or appraisal.

ARTICLE 17. REDUCTION IN FORCE

A. Preamble

1. In accomplishing a Reduction In Force (RIF), the overriding concern must be the welfare of the children of the Rootstown Local Schools.

2. Staff reductions shall be achieved through procedures and efforts that fall within the purview of Federal and State statute(s), as well as adopted and/or negotiated policy, procedure(s), and practice(s).

3. Staff reductions will be achieved through procedures and efforts that are as equitable and practicable to the personnel of the Rootstown Local Schools as a whole, under the difficult circumstances that always attend when a RIF is either contemplated and/or takes place. Because of the competing interests that come into play, no set of procedures for staff reduction is likely to be personally satisfactory to everyone affected and/or concerned.

4. In determining the extent to which reductions are necessary, or determining which positions or employees will be affected, preference to teachers on continuing contracts shall be given. The Board shall not give preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations as defined in this Agreement. Compliance with Federal and State statute(s), or achievement of the educational aims of the Rootstown Local Schools, may require taking factors other than seniority into account, however.

5. These procedures have been established so that certificated/licensed employees may better understand what shall transpire should a RIF be either contemplated and/or take place.

B. Cause(s)

When by reason of decreased enrollment of pupils, finances, 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, the Board decides that it will be necessary to reduce the number of teachers, it may, within policies governing the Rootstown Local Schools, make a reasonable reduction.

C. Procedure

1. Prior to taking such action, the Superintendent shall notify the REA President or designee thereof of the specific reason(s) for such reduction(s), and specify the position(s) that may be affected, on or before April 1st of the year immediately prior to the contemplated RIF.

2. In making such determination(s), the Superintendent and Board shall:

   a. Proceed to suspend contracts in accordance with the recommendation of the Superintendent who shall, within each teaching field affected, give preference to teachers on continuing contracts as specified herein.

   b. Have posted in every building on or before April 1, the following:

      (1) A Seniority List of all teachers in the Rootstown Local Schools in their area(s) of certification/licensure and service in the Rootstown Schools. Teachers shall be placed on all lists for which they are certified/licensed.

      (2) A list of those specific positions to be reduced in each building.

      (3) A RIF Personnel List compiled from the Seniority List described above.

   c. Proceed to suspend contracts in the following preferential order:

      (1) Not employing replacements in those positions open for the next twenty-four (24) months, while eligible certified/licensed employees on the Layoff List are available for said positions.

      The number of persons thus affected by a RIF will be kept to a minimum by not employing replacements insofar as equitable-practicable-agreed for employees who retire or resign, or whose limited contracts are not renewed pursuant to Article 16-A – OTES/SCHOOL COUNSELOR EVALUATIONS and Article 16-B – NON-OTES/NON-OSCES EVAALUATION and the Standards-Based Teacher Evaluation Policy and Standards-Based School Counselor Evaluation Policy incorporated into this Agreement as Appendix K-2 respectively.

      The number of persons, thus, reemployed from current-previous staff would be maximized, and provide for the optimum of continuity of program and personnel in a RIF circumstance.

To achieve educational aims, however, it may be necessary to employ some replacements for some positions if other employees of the system do not possess the necessary certification/licensure for the vacant position to be filled. Attrition, moreover, may not be sufficient to accomplish a RIF in full.

(2) Continue, if necessary, RIF by first suspending contracts of personnel on limited contract status as follows:

i. Comparable evaluations as defined in this Agreement.

ii. Seniority, when evaluations are comparable.

(3) Cause additional reductions, if necessary, by suspending those continuing contracts as follows:

i. Comparable evaluations, as defined in this Agreement.

ii. Seniority, when evaluations are comparable.

(4) For the purposes of this Article, "comparable evaluations shall be defined as follows:

i. Accomplished and Skilled shall be deemed comparable;
Developing;
Ineffective.

ii. The combined Summative Rating shall be based on a rolling 3-year average of each teacher's annual Final Summative Rating. This 3-year average shall be based on the three (3) most recent years of which complete evaluations are available. For teachers for whom 3 years of evaluation ratings are not available, the combined Summative Rating shall be based on an average of the complete evaluation ratings that are available.

3. Seniority shall be determined as set forth in Article 41 – Seniority.

D. Reemployment and Replacement Provisions

1. Offers to teachers on the RIF/Layoff List for reemployment shall be for positions for which they are certified/licensed in order of seniority at the time of contract suspension.

a. No new teachers shall be employed by the Board while there are teachers on the RIF/Layoff List who are certified/licensed for any position as may be vacant.

b. Teachers shall be restored to employment on a last-out/first-in basis to any position for which they are certified/licensed by the State of Ohio, pursuant to Revised Code 3319.22.

c. The date of certification(s)/licensure(s) shall not affect the seniority status of any teacher.

d. Teachers having greater system-wide seniority and the appropriate certification/licensure, shall have the right to assume another position currently held by a person of lesser seniority who is not on the RIF/Layoff List in accordance with the following provisions:

(1) Bumping shall be vertical in the teacher's current teaching area, except in such instance(s) as horizontal bumping shall serve to continue the employment of a higher seniority staff member.

(2) In such instance(s) as a vertical bump is impossible, horizontal bumping shall occur.

(3) In such instance(s) as may require relocation of staff due to reduction, the teacher shall be given the option to return to the grade level or building from which the teacher was moved should an appropriate vacancy occur in said area of building. This shall be accomplished on a last-out/first-in basis.

(4) Upon "mutual agreement" of the Superintendent and the REA President exceptions, as reduced to writing, may be made in the bumping process.

(5) Teachers who can achieve new certification/licensure in another teaching area(s) for which system-wide seniority could make them eligible, shall be given until August 15 to show evidence of such eligibility to the Superintendent, who shall cause to change the RIF/Layoff List according to all aforementioned provisos.

(6) Teachers shall be given written notice of an offer of reemployment by sending a registered or certified letter to said teacher at the teacher's last known address, with a simultaneous copy to the REA President or his/her designee thereof.

(a) It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it

appears on the Board's records shall be conclusive when used in connection with an offer of reemployment or of other notice to the teacher.

(b) If a teacher fails to accept the offer of reemployment in writing within seven (7) calendar days, excluding Saturdays, Sundays, and holidays, or within two (2) days if the offer is delivered within ten (10) calendar days prior to the start of a school year or semester, from the date said offer is delivered at the last known address of the teacher, unless an extension is granted in writing by the Board, said teacher shall be considered to have rejected said offer and shall be removed from the RIF list.

(c) A teacher on the RIF install list shall, upon accepting an offer of reemployment, return to the system with the same seniority, accumulation of Sick Leave, and Salary Schedule placement as the teacher would have received in the year following suspension.

(d) Limited contract teachers will remain on the RIF List for a period of twenty-four (24) months following the layoff. If a teacher on the RIF List accepts employment with another school district, the teacher shall so notify the Superintendent immediately, and will be removed from the RIF List.

ARTICLE 18. SCHOOL CALENDAR AND DAY

A. The Superintendent will seek input on two school calendars, one (1) developed by administration and one (1) calendar developed by the REA, in writing from all District employees prior to making a recommendation to the Board. The REA will conduct a vote on the calendars with the results of the vote being provided to the Board. The proposed calendars will include provisions for make-up days caused by school closings or calamities. This process must be completed by January 15.

Effective the 2026-2027 school year, the Board-adopted calendar will include a Professional Development Day during the last week of each of the first three (3) nine-week grading periods. On each of those days, the teachers will be given a minimum of two (2) hours for self-directed work in their classrooms.

B. The school calendar for certified/licensed staff members shall be one hundred eighty-four (184) days. When all schools in the district are closed due to a calamity (e.g. inclement weather), members of the bargaining unit are not required to report for duty for the first five (5) calamity days and no deductions will be made from the members' pay. Bargaining unit members shall report to work for four (4) hours each day after the

fifth (5th) calamity day, except in cases of severe weather emergency, as determined by the Superintendent. However, on such days, teachers shall be free to work in a self-directed manner. Employees who need to use sick or personal leave on such days shall be charged one-half (½) of a sick or personal leave day.

Effective the 2026-2027 school year, the teacher work year shall include one (1) day of self-directed time prior to the start of the student school year to allow for preparation and planning. Such time shall not be used for meetings, professional development, or similar administrator-determined activities.

C. The work day for staff shall be no longer than seven (7) hours and fifteen (15) minutes inclusive of thirty (30) minutes continuous duty-free, uninterrupted lunch.

1. Teacher assignments are made during the hours that children are expected in school. Teachers may be asked to volunteer to supervise events taking place after school hours. Annually, teachers are required to attend up to two (2) Open Houses and two (2) events relevant to the building to which a teacher is assigned. For high school teachers, one (1) such event must be graduation or NHS Induction.

   Teachers are required to notify their Building Principal when they attend an event so that the Building Principal can track their fulfillment of this requirement. Additionally, all teachers will be invited and encouraged to attend Graduation, NHS Induction, and Senior Awards.

2. Teachers are responsible for promptly informing parents as to their children's progress in school. Teachers will offer to meet with the parents of students who are at risk of failing (i.e., those students who have a cumulative quarter grade of a "D" or "F" any time after the third week of the quarter) to provide suggestions on how the students can improve their grade. Teachers are expected to use multiple modalities of communication (e.g., email, letters, phone calls, and Board-approved and/or provided text message system (e.g., Remind)). If a parent is nonresponsive after the teacher has used three (3) different communication modalities, the teacher will notify the Building Principal, in writing, of the situation. Teachers must enter and/or update grades in the District's online gradebook within a week of collection of the assignment or assessment. Where possible, conferences should be arranged so that they do not conflict with the teacher's instructional time. If that is not possible, an attempt will be made to provide release time.

3. Teachers shall use a District-approved learning platform (e.g., Google Classroom) to facilitate students' uninterrupted access to instruction.

4. To facilitate equitable learning for the students identified below, teachers shall provide a remote learning opportunity that consists of asynchronous instruction with set office hours daily for their assigned student(s) to interact with them or

synchronous instruction. This applies to students who are eligible for home instruction due to an injury or illness that results in a medical leave of absence for an extended period of time; students who have an IEP or Section 504 Plan that provides for a least restrictive environment involving the student being at home; or for students that have elected full-time remote instruction in accordance with law.

D. To facilitate the development of Written Education Plans (WEPs), Reading Improvement Plans (RIMPs), and report cards, teachers shall be provided with two (2) hours of time to do this work during both the September and February professional development days.

ARTICLE 19. STAFF MEETINGS

A. Efforts should be made to keep staff meetings within the time frame teachers are required to be at school according to duties of teachers as a part of each contract. Teachers must attend all staff meetings called by the Administration during the working day unless they are excused by the person calling the meeting. Notwithstanding the foregoing, teachers who are employed under supplemental contracts shall not be required to attend staff meetings in person during their respective seasons and/or activities. Any teacher absent from a staff meeting shall meet with the Building Principal to obtain the information/material disseminated at the meeting within two (2) workdays of the meeting, or obtain the materials through email where feasible. Certain staff meetings may be recorded and absent teachers may be required to view the recording. Teachers are encouraged to attend staff meetings that are called for before or after the teacher's workday. However, mandatory attendance at these meetings is only required twice a month, for a maximum of sixty (60) minutes. All other meeting attendance is voluntary, except in emergencies. This does not mandate that two (2) meetings be held each month.

B. At least one (1) week's advance notice shall be given except in emergencies.

C. Teachers shall have the opportunity to be part of the development of the agenda, except in emergencies.

ARTICLE 20. PREPARATION AND PLANNING TIME

A. Each teacher in the Middle School and the High School shall have at least one (1) period per day for preparation and planning time. For all teachers, regardless of grade level, planning time directed by the bargaining unit member shall include but not be limited to planning classroom lessons/programs, collaborating with colleagues, reviewing student work, meeting with students, and communicating/meeting with parents. Such meetings that may occur during a teacher's planning time shall only occur as scheduled with the teacher.

B. Elementary planning time shall be guaranteed, in addition to duty-free lunch in Article 18. SCHOOL CALENDAR AND DAY, as follows:

1. No teacher shall be required to supervise students before and beyond the time teachers are normally required to be in the building.

2. Each Kindergarten through sixth grade teacher shall be guaranteed no less than two hundred (200) minutes of planning time per five (5) day school week during the student day. In weeks with less than five (5) school days, the planning time provided will be prorated based upon the number of school days the District is in session.

3. On rare occasions, the Board may not be able, in every instance, to provide a certificated/licensed Substitute for an absent Special Area teacher. On those rare occasions, planning time for that specific day may be waived. In such instances, those teachers whose planning time is waived shall be compensated in accordance with the applicable provisions of Article 21.

4. Teachers in Grades K-6 shall be given planning time during the student day at least five (5) days a week.

C. Attempts shall be made to ensure all middle school and high school teachers have less than four (4) different courses to prepare in a single day. Honors, Advanced Placement, and Intervention versions of a course shall be considered as separate courses. Sections of the same course that are on a different time schedule shall not be considered as separate courses.

D. Planning time will be devoted to professional meetings during four (4) planning periods per month. Such professional meetings may include RtI, IAT, MTSS, Section 504, ETR and IEP meetings.

ARTICLE 21. SUBSTITUTING

Teachers shall be required to cover or split classes of an absent teacher during the day on a rotating basis, after attempts to cover the class with volunteers, daily substitutes, or permanent substitutes have been unsuccessful, except as provided for in Paragraph G below. Each teacher that covers or splits an absent teacher's class shall be paid. The Building Principal and the REA building representative(s) will collaborate to develop a system to notify staff of the rotation schedule. Pay is based on the following rates:

A. At the secondary level (Grades 6-12) Thirty Dollars ($30.00) per standard class period. At the primary level (Grades K-5), Thirty-Two Dollars Seventy-Nine Cents ($32.79) per hour for time spent supervising students in the classroom. Any non-standard class will be paid at the hourly rate or proportion thereof.

B. For teachers who split a class, the amount in 1 will be divided proportionately.

C. The administration and the REA will collaborate to establish a process of documenting class coverages for payroll.

D. To maximize instructional value and fidelity to students' IEPs, all reasonable attempts shall be made to ensure that intervention specialists and specials teachers shall not be used to provide substitute coverage or be forced to split classes**,** unless no other instructional staff are available.

E. School counselors will not be used as substitutes.

F. The Board will strive to have at least one (1) substitute teacher available for each building daily. If the Board is unable to secure at least one (1) substitute teacher for each building for a period of twenty (20) consecutive workdays, mandatory class coverage as described in this Article shall cease. Once the Board again secures at least one (1) substitute teacher for each building for a period of five (5) consecutive workdays, such mandatory coverage shall resume.

ARTICLE 22. LEAVES OF ABSENCE

A. Sick Leave

1. All teachers shall be entitled to an advancement of five (5) days of Sick Leave, if the number of days used exceeds the number accumulated. So long as the teacher remains in the employment of the Board, the teacher is required to earn back any advanced Sick Leave days, so no loss in pay results. Should the teacher leave the Board's employment, be placed on Unpaid Leave of Absence, or die, any remaining advanced sick days will be deducted from the final adjusted pay or estate. Teachers currently at less than five sick days will be allowed to earn those days back without penalty.

2. Sick Leave days may be used for the following reasons:

    a. Personal illness (including medical or dental appointments).

    b. Personal injury.

    c. Exposure to contagious disease which could be communicated to others.

    d. Pregnancy.

    e. Illness, injury, or death in the teacher's immediate family. (Immediate family includes any resident in the teacher's home, spouse, brother, sister, child, father, mother, father- or mother-in-law, foster parent, son- or

daughter-in-law, brother- or sister- in-law, stepparent, grandparents, grandchildren and foster and step children.)

3. Sick Leave may be used in one-half (1/2) day blocks. Sick leave notice will be done electronically.

4. Falsification of sick leave is grounds for discipline, which may include termination. The Superintendent may require medical documentation of a teacher's use of sick leave if there is a reasonable suspicion of misuse of sick leave.

5. Sick Leave Bank

   a. Eligibility: A bargaining unit member has a zero Sick Leave balance, already has been advanced five (5) days by the Board Treasurer (see Paragraph A.1., above), has contributed to the Sick Leave Bank as set forth below, and is in need of Sick Leave for a catastrophic personal illness or injury, which excludes the employee's recovery period following the birth of a child (i.e., a bargaining unit member may not use the Sick Leave Bank to cover the standard six (6)/eight (8) week recovery period).

   b. An eligible employee may receive a maximum of sixty (60) days through the Sick Leave Bank throughout the employee's tenure/career in the District. The most an employee may receive at any one time is thirty (30) consecutive days. Once an employee receives a total of thirty (30) days – whether consecutive or otherwise – the employee must wait at least twelve (12) months before being eligible for the remaining thirty (30) days pursuant to this paragraph.

   c. In order to be eligible to participate in the Sick Leave Bank an employee must execute a written notice to the Board Treasurer indicating the employee's authorization to deduct one (1) day of the employee's accrued Sick Leave and to credit it to the Sick Leave Bank effective September 30 of the first year of participation. Upon receipt of the notice, the Board Treasurer shall deduct one (1) day from the employee's Sick Leave account. New employees who elect to participate must contribute one (1) day of Sick Leave to the Sick Leave Bank after they have been employed for a period of six (6) months. Thereafter, if the Sick Leave Bank drops below thirty (30) days, each employee who wants to continue to participate must donate another one (1) day to the bank. Employees who wish to continue participation in the Sick Leave Bank must make their new donation within ten (10) school days of receiving notice that the Sick Leave Bank has dropped below thirty (30) days. Employees who do not initially elect to participate may decide to participate during the annual sign-up window – i.e., between September 1 and September 30 – or if the Sick Leave Bank drops below thirty (30) days any time during a school

year by making the initial contribution of one (1) day within ten (10) school days of receiving notice that the Sick Leave Bank dropping below thirty (30) days.

d. When an eligible employee exhausts the employee's available Sick Leave due to a catastrophic personal illness or injury, the employee will automatically be granted up to thirty (30) days of Sick Leave pursuant to this provision. If the employee's condition extends beyond the thirty (30) days, the employee may apply for an unpaid leave of absence. No employee can receive more days pursuant to this Section than are needed based upon medical certification.

B. Compulsory Leave

Release Time shall be granted for substantiated and required appearances in Court. Witness fees and any other compensation received, if any, shall be forwarded to the Board within thirty (30) days of receipt by the employee in order to get regular pay for time released.

C. Leave for Jury Duty

Teachers will be granted leave for Jury Duty, upon request. All Jury Duty pay shall be remitted to the Board within thirty (30) days of receipt by the employee in order to get regular pay for time released. Employees shall return, if possible, to work ½ day in the event of early dismissal by the courts.

D. Assault Leave

Any teacher who is assaulted while performing assigned duties is eligible for a paid Leave of Absence for up to thirty (30) workdays. The need for this leave must be substantiated by the employee's physician.

Upon exhaustion of Assault Leave, the teacher may use accrued Sick Leave if the employee's medical condition necessitates an ongoing leave of absence.

E. Personal Leave

1. Any teacher hired to work one hundred eighty-four (184) days shall be permitted to be absent, without loss of pay, a total of three (3) days in any school year from September 1 through August 31, by checking one (1) of the following reasons:
   a. Sickness in family not covered by Sick Leave.

   b. Death of a relative, close friend, or associate <u>not</u> covered by Sick Leave.

   c. Graduation of the teacher, employee, or member of the teacher/employee's immediate family.

d. To transact personal matters that cannot be transacted outside school hours.

e. Religious observances.

f. Travel complications beyond the control of the person (if approved by contacting the Superintendent or the Supervisor at the time of complications and gaining verbal approval).

g. Paternity.

Any teacher hired to work less than one hundred eighty-four (184) days will have Personal Leave days prorated proportionate to number of days in contract.

2. Personal Leave may only be used for one of the above reasons.

3. The Superintendent reserves the right to grant a Personal Leave day for other reasons if, in the Superintendent's opinion, the request is just and sufficient.

Requests for Personal Leave must be made, in writing, to the Principal at least one (1) school day before being excused, except in emergencies. Requests for Personal leave must be submitted electronically.

If a principal denies an employee's request for a Personal Leave day the employee may request in writing to the REA President a hearing before the Principal, the REA President, and a third party agreed upon by the Principal and the REA President. Such a hearing may be held prior to the day requested, if possible, or to reinstate lost pay.

Personal Leave days are non-accumulative from one academic year to the next. Unused personal leave days at the end of the academic year shall be converted to Sick Leave.

In cases where Personal Leave is granted as outlined in E.1.f. above, or for other reasons that are at the discretion of the Superintendent, a follow-up letter is necessary by the teacher to the Superintendent stating the reasons required.

4. Personal Leave cannot be used on professional development days except by approval of the Superintendent.
5. Personal Leave cannot be used in place of extended time.

6. After May 1, bargaining unit members may only use Personal Leave for the following reasons:

a. Sickness in family not covered by Sick Leave.

b. Death of a relative, close friend, or associate not covered by Sick Leave.

c. Graduation or other school-related functions of the teacher, employee, or a member of the teacher/employee's immediate family.

d. Religious observances.

e. Travel complications beyond the control of the person (if approved by contacting the Superintendent or the Supervisor at the time of complications and gaining verbal approval).

f. Paternity.

g. Situations of an emergency nature. A written description of the circumstances necessitating the leave must be provided to the Superintendent within two (2) days of return from the leave.

h. Other situations deemed appropriate by the Superintendent. Such requests must be submitted in writing for prior approval by the Superintendent.

F. Attendance Incentives

1. Each bargaining unit member (except those who are on leaves of absence for more than forty-five (45) days during a school year) shall be entitled to One Hundred Fifty Dollars ($150.00) if the district target of ninety-seven percent (97%) is reached for the school year, which includes both sick and personal leave but excludes professional leave. Attendance of administrators and others who are not members of the bargaining unit shall not be included in the calculation of the district attendance rate.

2. Payments shall be made in June of each school year.

G. Professional Leave

1. Professional Leave may be granted if it serves the following purposes:

a. Improvement of the quality of instruction.

b. Understanding of the learning process.

c. New ideas to enrich teaching.

d. A greater understanding of children.

2. Professional Leave shall be granted if it serves the following purposes, with the restrictions noted:

   a. Two (2) days maximum per Delegate and Alternate for the NEA/OEA Representative Assembly. The two (2) days may be reduced to one (1), if the convention does not have activities during the school day for one (1) of the two (2) days. Further, the Board is in no way obligated for any expenses other than the Release Time of the person and the payment of a substitute, if necessary. In addition to the leave in this section, the Association President or designee shall be provided with an additional four (4) one-half (1/2) days of leave to attend the Portage Area Schools Consortium Trustee meetings.

   b. For teachers who serve as an escort, chaperon, or Supervisor of an approved student function.

   c. The Board shall grant up to four (4) days Release Time per school year to teachers approved by the REA President. Prior to the granting of this leave, the REA President shall notify the Superintendent in writing to confirm the date, and time, along with the names of the Association members who are taking the leave. These days shall be granted through this Section, except that the Board is not obligated for any expenses other than Release Time and replacement substitute(s), if necessary. Minimum use of these days is in one-half (1/2) day blocks. In negotiations years, the REA Negotiating Team shall only be permitted to take up to one (1) such release day to prepare for negotiations.

3. Request for Professional Leave to attend a convention, workshop, conference, or school visitation shall be made to the Principal and include the following:

   a. Date and place of meeting.

   b. Nature of meeting.

   c. Estimate of expenses.

   Professional leave will be done electronically.

4. The Building Principal shall forward the request to the Superintendent, along with the Principal's recommendation. Final approval of the meeting and the amount of expenses to be paid shall be made by the Superintendent and/or the Board.

5. When requested, certified/licensed staff attending a convention/conference/ workshop/school visitation; or serving as an escort, chaperon, or Supervisor of a student function shall submit a written report to the Principal so that the benefits may be shared with other staff members.

6. The Board shall not be liable to pay any expense for which the employee is reimbursed from another source.

7. If a staff member is required by the Superintendent to attend workshops, clinics, or other appropriate educational training experiences, the Board will assume all necessary and actual expenses as approved by the Superintendent.

H. Sabbatical Leave of Absence

1. Any teacher who has completed six (6) consecutive years of teaching in the Rootstown Local Schools may be granted a Sabbatical Leave of Absence, which may be with up to one-half (1/2) pay or totally unpaid, for professional improvement for up to one (1) full school year [thirty-six (36) weeks].

2. Application for Sabbatical Leave for professional study and research or professional improvement must be made at least sixty (60) days prior to the beginning of such requested leave. The applicant must be notified by the Board of the disposition within thirty (30) days of receipt of the request. Application for such Sabbatical Leave must be accompanied by an outline of the program of study or research to be pursued, or the proposals for the professional improvement. Application will be made to the Superintendent.

3. Generally, it is intended that study and other proposals for improvement will include a full graduate load and will lead to the completion of a degree in the member's field or area of professional service, if such degree (either under-graduate or graduate) is not already held. Application for leave for travel will outline in detail the scope and nature of the travel; will make provision for an itinerary covering a minimum of four (4) months; will clearly show how such travel will contribute directly to improve classroom instruction or improve professional services by the member; and shall give reasons why such travel may not be accomplished when school is not in session or when the member is not on duty.

4. Sabbatical Leave for professional improvement will not be granted to any employee more often than one (1) full year for every five (5) consecutive years of service, nor will leave be granted a second time to the same individual when other members of the staff, in sufficient number to fill the quota for the period, have filed a request for and are awaiting such leave. The number of teachers on Sabbatical Leave in any one (1) year will be limited to one (1) for each level -- Middle, Elementary, and High School.

5. If the leave is approved with partial pay, the amount of partial pay, which an employee will receive while on leave under the provisions of this Section, will equal one-half (1/2) of his/her contract salary for the year plus benefits effective in September, and will be paid every two (2) weeks.

6. Upon an employee's return from Sabbatical Leave, the member's salary and fringe benefits will be commensurate with the member's actual training and experience; and the employee will be returned to the same position, if available, or one for which the member is certified/licensed.

7. All members will, as a condition of approval for Sabbatical Leave of Absence for professional growth, sign a written agreement to return to service in the Rootstown Local Schools for a period of at least one (1) year immediately following the satisfactory completion of the program for professional improvement within the specified period, or to refund to the Board all of the partial pay received during the period of leave. The refund requirement will not apply in case of the death of the member while on leave; in cases of illness or injury, the obligation will be deferred until the member can resume the individual's employment.

   Refund of pay received on leave may also be required if the member failed to complete the program of professional improvement, unless such failure was beyond the control of the member.

   If the person terminates service before the end of the one (1) year minimum, a salary refund to the Board will be due proportional to the amount of service not actually rendered.

   This Section ("7") only applies to those persons who are granted leave with partial pay.

I. Unpaid Pregnancy/Adoption/Childcare Leave

1. Any staff member may use Sick Leave, or advancements thereof, for absence due to disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom (hereafter collectively referred to as "pregnancy"). Childcare Leave may be used in lieu of Sick Leave when any staff member has exhausted Sick Leave, or when the staff member has decided to terminate the use of Sick Leave and commence the use of Childcare Leave. A staff member who is pregnant, or adopting a child less than one (1) year of age, may request and shall be entitled to an unpaid Leave of Absence due to pregnancy, adoption (including receipt of custody), or for child care reasons for or up to one (1) year after the child is born or adopted. At the option of the employee, such leave shall be for the remainder of the current semester, or for the remainder of the school year and two (2) additional semesters. Nothing in the preceding sentence affects a staff member's rights under the FMLA.

2. Application for Leave: Application for Pregnancy/Adoption/Childcare Leave shall be filed on the Leave of Absence Form and shall contain a statement on the expected date of birth or adoption (i.e., obtaining custody), the date on which the leave is to commence, and the term of the leave. In the case of miscarriage, abortion, or adoption problems, the professional staff member shall be entitled to

reinstatement at the beginning of the next grading period. The employee shall be entitled to return at any time during the approved leave period, provided that the employee notifies the Superintendent at least ten (10) school days prior to the date the employee wishes to return.

3. Rights While on Leave: Any staff member on unpaid Pregnancy/Adoption/ Childcare Leave that is not covered by FMLA shall be entitled to request and receive the right to continue to be covered by any or all insurances provided the teacher pays to the Board Treasurer (in advance each month) the full amount of the monthly group plan premium of such coverages. Any overpayment of premium shall be refunded to the staff member upon termination of leave. The Adoption and Childcare Leave provisions of this Section apply to either of the adopting or natural parents (father and/or mother). Upon an employee's return from leave, a member's salary and fringe benefits will be commensurate with the member's actual training and experience; and he/she will be returned to the same position, if available, or one for which the member is certified/licensed.

J. Military Leave

1. Any certificated/licensed employee in any of the U.S. Military Services who is called to active duty for up to a two (2) week period shall be paid the difference between what the employee receives from the military and the teacher's per diem rate on the employee's current teaching contract.

2. Any teacher is who conscripted into the defense forces of the United States for service or training shall be granted a Military Leave. The teacher will be reinstated into the employee's position in the school system with full credit, including annual increments under the salary schedule, upon written request supported by competent proof that the teacher is fully qualified to perform the duties of the position. Application for reinstatement shall be made within a reasonable time not to exceed ninety (90) days from the date of said release or honorable discharge from the military service.

3. Military Leave shall not be deducted from accumulated Sick Leave days.

K. Political Leave

1. A teacher has the right to become a candidate for public office and to serve in said elective office, unless there is a specific legal prohibition. Leave for this purpose may be granted by the Board, upon request by the teacher.

2. Upon request of the REA, a member of the teaching staff elected to a State or National office of a bona fide professional organization, at either State or National level, may be granted a Leave of Absence not to exceed two (2) years unless there is a specific legal prohibition. Bona fide professional organization to be determined by the Association President and the Superintendent.

3. If the office does not obviously require full-time availability, the teacher must demonstrate that it is full time prior to commencement of leave.

4. If the Board denies such leave, the Board must provide a written explanation for the denial.

L. Other Leaves of Absence

1. Upon recommendation of the Superintendent, the Board may authorize leaves of absence for teachers for circumstances not previously covered in the Leave Policies.

2. Leaves of absence shall be limited to a period not to exceed two (2) years, and shall be granted only after a written request and full study of each situation.

3. Upon a teacher's return from leave, a member's salary and fringe benefits will be commensurate with the member's actual training and experience; and the employee will be returned to the same position, if available, or one for which the member is certified/licensed.

M. Family & Medical Leave Act

1. Bargaining until members are entitled to leave as provided in the Family & Medical Leave Act of 1993, as amended, and the regulations adopted by the U.S. Department of Labor.

2. Eligible employees may take up to twelve (12) weeks of unpaid leave in any 12-month period for the following qualifying reasons: (1) the birth and/or care of a newborn child within twelve (12) months of the child's birth; (2) placement of a child with an employee by way of adoption or foster care, and/or care for the adopted or foster child within twelve (12) months of his/her arrival; (3) the employee is needed to provide physical and/or psychological care for the employee's spouse, child or parent with a "serious health condition"; (4) the employee's own "serious health condition" prevents the employee from performing the functions of individual's job; and (5) a "qualified exigency." Additionally, eligible employees may take up to twenty-six (26) weeks of unpaid leave in a "single 12-month period" for "military caregiver leave."

3. For purposes of FMLA leave for reasons 1-5, "12-month period" is defined as the fixed period of the Fiscal Year (i.e., July 1 – June 30); for purpose of FMLA leave related to military care given leave, "12-month period" is defined as the 12-month period measured forward from the date the employee's first FMLA leave begins" (i.e. the leave year is specific to each employee). Under such circumstances, eligible employees are entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave for military care giver leave is

taken. The next 12-month period would commence the first time FMLA leave for military care giver leave is taken after completion of any previous 12-month period.

4. Employees shall be eligible for FMLA leave if they have been employed for at least twelve (12) months and performed at least twelve hundred fifty (1,250) hours of service during the 12-month period immediately preceding the leave (full-time teachers are presumed (rebuttable) to meet the 1,250 hours requirement).

5. Employees on FMLA leave shall have their group health insurance benefits maintained as provided for in this Agreement.

ARTICLE 23. DEDUCTIONS

A. Required Deductions

1. Deductions for taxes and retirement shall be withheld each pay according to the appropriate tax tables.

2. Association dues/fees shall be deducted as outlined in Section C (Professional Association Dues and Financial Security), below.

B. Voluntary Deductions

1. Certificated/licensed personnel may request the following payroll deductions or changes in current payroll deductions at any time, upon completion of the proper forms submitted to the Board Treasurer at least ten (10) days prior to effective date:

   a. Other Insurances

   b. Credit Union

   c. United Way

   d. The OEA Fund

   e. Tax-sheltered Annuities: The Board agrees that, pursuant to Internal Revenue Code (IRC) Section 403(B) and Section 457, and subject to the restrictions and limitations outlined below, employees may elect to enter into salary reductions agreements under which the Board will make contributions from the employee's salary or other compensation to an annuity contract or custodial account that is qualified under IRC Section

403(B) and Section 457 (a Tax-sheltered Annuity). The following restrictions and limitations apply with respect to such matters:

(1) The Board may restrict the timing of the employee salary reduction elections to comply with the requirements of the Treasury Regulations Sections 1.403(b). Employees must make their elections in writing.

(2) Employees are responsible for limiting the amount of their contributions to the Internal Revenue Code limits and must sign a certification on file in the Board Treasurer's office. The Board may, but is not required to, restrict or limit contributions on behalf of employees to the extent that it believes that the total contributions for an employee will exceed the IRC limits or otherwise will be currently subject to income tax.

(3) The Board will make reports to the Internal Revenue Service (e.g., Form W-2's) and withhold federal, state, and local income taxes as it believes it is required to do by law.

f. Direct Deposit

2. Deduction amounts and from which pay will be determined for each type, by agreement between the Association and the Administration.

C. Professional Association Dues

1. Payroll deduction of Association and affiliate annual dues shall be deducted equally from all pays starting with the first pay in October, if the Association Treasurer submits to the Board Treasurer the names, including proof of authorization from employees, and amount to be deducted for each employee no later than September 15 annually. For any employee hired after September 15 of any year, payroll deduction of Association and affiliate annual dues shall be deducted equally from remaining pays starting fifteen (15) calendar days after the employee begins work and the Association Treasurer presents the Board Treasurer with proof of authorization from the employee. While a bargaining unit member may withdraw consent for payroll deduction of Association and affiliate dues at any time, the District's obligation to withdraw the individual's annual dues shall be governed by subparagraph 4, below.

2. The Association is responsible to notify the Board Treasurer where the payroll deduction is to be forwarded during this same period. In order to implement this Section, the Board Treasurer annually during the month of August and within three (3) calendar days of the hire date for employees hired after August will notify the Association President and the Association Treasurer of the names, assignment, and building of all staff represented by this bargaining unit.

3. Monies deducted shall be remitted to the Association within five (5) days of payday.

4. The Association represents to the Board that, per its union bylaws, union membership is considered annual for the period of September 1 through August 31, and that once an employee becomes a member of the Association the employee's membership and authorization of dues deduction shall continue year-to-year until the individual cancels the employee's membership and/or authorization for due deduction in writing in accordance with union rules. If an employee cancels the individual's membership after September 1 – by providing written notice to the Association Treasurer and Board Treasurer – the Board Treasurer shall deduct the remaining annual Association and affiliate dues from the employee's next pay that occurs at least two weeks after the Board Treasurer receives the notice of cancellation.

5. The Association agrees to hold the Board harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collections of Association dues, to indemnify the Board for any liability imposed upon it as a result of any such suit, claim or administrative proceeding, and to reimburse the Board for any and all expenses incurred by the Board in defending any such suit, claim or administrative proceeding. For purposes of this Section, the term "Board" includes the Board of Education of the Rootstown Local School District, its members, the Board Treasurer, the Superintendent, and all members of the administrative staff.

   a. The Board shall give a ten (10) day written notice of any claim made or action filed against it for which the Board is seeking indemnification.

   b. The Association can designate counsel to represent and defend the Board. However, the Board may hire, at its own expense, independent counsel to represent and defend itself.

   c. The Board agrees to (a) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceedings; and (b) not to oppose the Association or its affiliates' application to file briefs amicus curiae in the action.

   d. The action brought against the Board must be a direct consequence of the Board's good faith compliance with the Professional Association Dues provision of the Master Agreement; however, there shall be no indemnification of the Board if the Board intentionally or willfully fails to apply (except due to Court order) or misapplies such Professional Association Due provision herein.

6. Each bargaining unit member may also authorize deductions for The OEA Fund as a part of the individual unit member's dues. This authorization shall be made on a Payroll Deduction Form and submitted to the Board Treasurer.

ARTICLE 24. PAYROLL

A. Payment of salaries shall be made over a twelve (12) month period. Total salary shall be paid in twenty-six (26) equal payments each school year. Notification of any Board-instituted changes in payroll deductions will be made and an explanation of such changes will be made with the paycheck. Direct deposit notifications shall be sent via email to the employee's district email and will be available through the Employee Access Center.

B. All employees will be required to complete the forms requested by the Board Treasurer prior to receiving the initial direct deposit at the beginning of each school year.

C. Employees' pay stubs are available electronically and will indicate individual deductions, cumulative totals for earnings, Sick Leave, and taxes. The pay stub shall not include the employee's social security number or bank account number.

D. Deductions from salary for days docked will be prorated over the remaining pay periods in a school year if the deductions would exceed twenty-five percent (25%) of a paycheck.

E. All employees shall be on direct deposit.

ARTICLE 25. SALARY PROCEDURE

A. General Principles

Salaries shall be determined in accordance with the Salary Schedules adopted by the Board with the agreement of the Association.

B. Classifications

Employees will be classified by the Board at such time as provided in this Master Contract; and will be placed on the Salary Schedule at the level warranted by their experience, training, classification, etc.

C. Purpose of Salary Schedule

1. To enable the Administration to secure well trained and competent personnel and retain those who have rendered satisfactory and efficient service.

2. To induce teachers to improve their service by increasing their professional training.

3. To provide means by which the Board may determine the annual budget requirements for salaries.

D. Description and Provisions of Salary Schedule

1. This schedule is of the single-salary type, providing equal salaries for teachers of equal qualifications and experience.

2. This schedule provides for seven (7) levels of training with the maximum salary reached in twenty-six (26) years of recognized experience.

3. Evaluation of training will be based upon the official college transcripts which each teacher must file with the County Superintendent and the Local Superintendent.

4. Full credit for professional experience in an accredited public school outside the Rootstown Local School District may be given with maximum of five (5) years.

5. Full credit for military service will be granted up to a maximum of five (5) years' experience.

6. Additional Training

   a. Staff may move horizontally twice during the school year (at the beginning of the school year or at the beginning of the second semester), provided:

      (1) Academic work is completed satisfactorily.

      (2) Academic work provides sufficient semester hours to qualify for the next column on the Salary Schedule.

      (3) Satisfactory evidence or application for official transcript has been received at the Board office no more than fourteen (14) calendar days after the beginning of the first or second semester.

      (4) Above criteria are based on eventual receipt of the official transcript. The intent is not to penalize the teacher because of normal delays by the university.

      (5) It is understood that second semester raises will only apply to the remaining days of the school year, and may not be retroactive. This salary adjustment will be reflected in the first full pay period after the raise has been approved by the Board.

(6) In order to qualify for additional training increments, the teacher must earn additional hours (semester) beyond the current degree.

ARTICLE 26. SALARY AND INDEX

A. Effective August 1, 2025, the base salary shall be $40,062 (2.25%).
Effective August 1, 2026, the base salary shall be $40,864 (2.0%).
Effective August 1, 2027, the base salary shall be $41,580 (1.75%).

Index (Base Salary multiplied by the Index number) is the annual salary commensurate with training and experience. Daily rate is annual salary divided by 184. Hours in semester hours.

Members shall receive step/column movement and salary compensation at the appropriate step each year of the Agreement.

B. Salary Schedule Index for Placement

STEPS	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+20
1	1.0500	1.0900	1.1200	1.1625	1.2075	1.2575	1.3325
2	1.0900	1.1300	1.1600	1.2075	1.2600	1.3100	1.3850
3	1.1300	1.1700	1.2000	1.2525	1.3125	1.3625	1.4375
4	1.1700	1.2100	1.2400	1.2975	1.3650	1.4150	1.4900
5	1.2100	1.2500	1.2800	1.3425	1.4175	1.4675	1.5425
6	1.2500	1.2900	1.3200	1.3875	1.4700	1.5200	1.5950
7	1.2900	1.3300	1.3600	1.4325	1.5225	1.5725	1.6475
8	1.3300	1.3700	1.4000	1.4775	1.5750	1.6250	1.7000
9	1.3700	1.4100	1.4400	1.5225	1.6275	1.6775	1.7525
10	1.4100	1.4500	1.4800	1.5675	1.6800	1.7300	1.8050
11	1.4500	1.4900	1.5200	1.6125	1.7325	1.7825	1.8575
12	1.4900	1.5300	1.5600	1.6575	1.7850	1.8350	1.9100
13	1.5300	1.5700	1.6000	1.7025	1.8375	1.8875	1.9625
14	1.5800	1.6200	1.6500	1.7575	1.9000	1.9500	2.0250
15	1.6300	1.6700	1.7000	1.8125	1.9625	2.0125	2.0875
16	1.6300	1.6700	1.7000	1.8125	1.9625	2.0125	2.0875
17	1.6300	1.6700	1.7000	1.8125	1.9625	2.0125	2.0875
18	1.6300	1.6700	1.7000	1.8125	1.9625	2.0125	2.0875
19	1.6800	1.7200	1.7500	1.8675	2.0250	2.0750	2.1375
20	1.6800	1.7200	1.7500	1.8675	2.0250	2.0750	2.1375
21	1.6800	1.7200	1.7500	1.8675	2.0250	2.0750	2.1375
22	1.6800	1.7200	1.7500	1.8675	2.0250	2.0750	2.1375
23	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875
24	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875
25	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875
26	1.7300	1.7700	1.8000	1.9225	2.0875	2.1375	2.1875
27	1.7800	1.8200	1.8500	1.9775	2.1500	2.2000	2.2375
28	1.7800	1.8200	1.8500	1.9775	2.1500	2.2000	2.2375
29	1.7800	1.8200	1.8500	1.9775	2.1500	2.2000	2.2375
30	1.7800	1.8200	1.8500	1.9775	2.1500	2.2000	2.2375
31	1.7800	1.8200	1.8500	1.9775	2.1500	2.2000	2.2375

C. Salary Schedule 2025-2026

Base $40,062
Increase 2.25%

STEPS	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+20
1	42,065	43,668	44,870	46,572	48,375	50,378	53,383
2	43,668	45,271	46,472	48,375	50,478	52,481	55,486
3	45,271	46,873	48,074	50,178	52,582	54,585	57,590
4	46,873	48,475	49,678	51,981	54,685	56,688	59,693
5	48,475	50,077	51,280	53,784	56,788	58,791	61,796
6	50,077	51,681	52,882	55,587	58,891	60,894	63,900
7	51,681	53,283	54,484	57,389	60,995	62,998	66,003
8	53,283	54,885	56,087	59,192	63,098	65,101	68,105
9	54,885	56,487	57,690	60,995	65,201	67,204	70,208
10	56,487	58,090	59,292	62,797	67,305	69,308	72,312
11	58,090	59,693	60,894	64,600	69,408	71,411	74,415
12	59,693	61,295	62,497	66,403	71,511	73,514	76,518
13	61,295	62,898	64,099	68,205	73,614	75,617	78,622
14	63,298	64,901	66,102	70,409	76,117	78,121	81,126
15	65,301	66,904	68,105	72,612	78,622	80,625	83,630
16	65,301	66,904	68,105	72,612	78,622	80,625	83,630
17	65,301	66,904	68,105	72,612	78,622	80,625	83,630
18	65,301	66,904	68,105	72,612	78,622	80,625	83,630
19	67,305	68,907	70,108	74,816	81,126	83,129	85,633
20	67,305	68,907	70,108	74,816	81,126	83,129	85,633
21	67,305	68,907	70,108	74,816	81,126	83,129	85,633
22	67,305	68,907	70,108	74,816	81,126	83,129	85,633
23	69,308	70,910	72,111	77,019	83,630	85,633	87,636
24	69,308	70,910	72,111	77,019	83,630	85,633	87,636
25	69,308	70,910	72,111	77,019	83,630	85,633	87,636
26	69,308	70,910	72,111	77,019	86,133	85,633	87,636
27	71,311	72,913	74,114	79,223	86,133	88,136	89,639

D. Salary Schedule 2026-2027

Base $40,864
Increase 2.0%

STEPS	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+20
1	42,907	44,542	45,768	47,504	49,343	51,386	54,451
2	44,542	46,177	47,402	49,343	51,488	53,531	56,596
3	46,177	47,811	49,036	51,182	53,634	55,677	58,742
4	47,811	49,445	50,672	53,021	55,779	57,822	60,887
5	49,445	51,079	52,306	54,860	57,924	59,967	63,032
6	51,079	52,715	53,940	56,699	60,069	62,112	65,178
7	52,715	54,349	55,574	58,537	62,215	64,258	67,324
8	54,349	55,983	57,209	60,376	64,360	66,404	69,468
9	55,983	57,617	58,844	62,215	66,506	68,549	71,613
10	57,617	59,252	60,478	64,053	68,652	70,695	73,759
11	59,252	60,887	62,112	65,892	70,797	72,840	75,904
12	60,887	62,521	63,747	67,732	72,942	74,985	78,049
13	62,521	64,156	65,381	69,570	75,087	77,130	80,195
14	64,564	66,200	67,425	71,818	77,640	79,684	82,749
15	66,608	68,243	69,468	74,065	80,195	82,238	85,303
16	66,608	68,243	69,468	74,065	80,195	82,238	85,303
17	66,608	68,243	69,468	74,065	80,195	82,238	85,303
18	66,608	68,243	69,468	74,065	80,195	82,238	85,303
19	68,652	70,286	71,511	76,313	82,749	84,792	87,346
20	68,652	70,286	71,511	76,313	82,749	84,792	87,346
21	68,652	70,286	71,511	76,313	82,749	84,792	87,346
22	68,652	70,286	71,511	76,313	82,749	84,792	87,346
23	70,695	72,329	73,554	78,560	85,303	87,346	89,389
24	70,695	72,329	73,554	78,560	85,303	87,346	89,389
25	70,695	72,329	73,554	78,560	85,303	87,346	89,389
26	70,695	72,329	73,554	78,560	87,856	87,346	89,389
27	72,738	74,372	75,597	80,808	87,856	89,899	91,432

E. Salary Schedule 2027-2028

Base $41,580
Increase 1.75%

STEPS	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+20
1	43,658	45,322	46,569	48,336	50,207	52,286	55,404
2	45,322	46,986	48,232	50,207	52,390	54,468	57,587
3	46,986	48,648	49,895	52,078	54,573	56,652	59,770
4	48,648	50,311	51,559	53,949	56,756	58,834	61,953
5	50,311	51,973	53,222	55,821	58,938	61,017	64,136
6	51,973	53,638	54,884	57,692	61,121	63,199	66,319
7	53,638	55,301	56,547	59,562	63,304	65,383	68,503
8	55,301	56,963	58,211	61,433	65,487	67,567	70,684
9	56,963	58,626	59,874	63,304	67,670	69,749	72,867
10	58,626	60,289	61,537	65,174	69,854	71,933	75,050
11	60,289	61,953	63,199	67,046	72,036	74,115	77,233
12	61,953	63,616	64,863	68,918	74,219	76,298	79,415
13	63,616	65,279	66,526	70,788	76,402	78,480	81,599
14	65,694	67,359	68,605	73,075	78,999	81,079	84,198
15	67,774	69,438	70,684	75,362	81,599	83,678	86,796
16	67,774	69,438	70,684	75,362	81,599	83,678	86,796
17	67,774	69,438	70,684	75,362	81,599	83,678	86,796
18	67,774	69,438	70,684	75,362	81,599	83,678	86,796
19	69,854	71,517	72,763	77,649	84,198	86,276	88,875
20	69,854	71,517	72,763	77,649	84,198	86,276	88,875
21	69,854	71,517	72,763	77,649	84,198	86,276	88,875
22	69,854	71,517	72,763	77,649	84,198	86,276	88,875
23	71,933	73,595	74,842	79,935	86,796	88,875	90,954
24	71,933	73,595	74,842	79,935	86,796	88,875	90,954
25	71,933	73,595	74,842	79,935	86,796	88,875	90,954
26	71,933	73,595	74,842	79,935	89,394	88,875	90,954
27	74,011	75,674	76,920	82,223	89,394	91,473	93,033

ARTICLE 27. EXTENDED SERVICES

A. Extended Service shall be paid on the individual's daily rate for any required workdays beyond one hundred eighty-four (184) days in a school year.

B. Saturday school supervision shall be paid at the internal substituting rate per session.

ARTICLE 28. SUPPLEMENTAL SALARY

A. A complete list of available supplemental contracts available for the following school year shall be provided to teachers by April 1 of the preceding school year.

B. Teachers shall have three (3) weeks from the date of the internal posting to request any supplemental contracts for which they meet the qualifications. These contracts shall be awarded to qualified candidates in accordance with O.R.C. 3313.53. Annually, the Board will strive to fill the head coaching positions for the fall and winter seasons by May 31, and for the spring season by January 31.

C. Supplemental contracts not filled under section B shall then be reposted to the bargaining unit and bid to the public at the appropriate times. Such contracts shall be awarded in accordance with Ohio Revised Code 3313.53.

D. Teachers failing to request a supplemental contract by the applicable deadline shall not be excluded from bidding during the public posting period.

E. Position definition [percent multiplied by Base Salary].

Supplemental	**Pct**
HS Head Football	16.00%
HS Band	15.00%
HS Head Boys Basketball	15.00%
HS Head Girls Basketball	15.00%
HS Boys Wrestling	13.00%
HS Head Girls Soccer	11.00%
HS Head Boys Soccer	11.00%
HS Volleyball	11.00%
HS Cross Country	11.00%
HS Boys Track	11.00%
HS Girls Track	11.00%
HS Baseball	11.00%
HS Softball	11.00%
HS Faculty Manager	9.00%
HS Head Boys Golf	9.00%
HS Assistant Football (4)	8.5%
HS Asst Basketball (2 boys, 2 girls)	8.5%

HS Asst Volleyball	7.5%
HS Asst Wrestling	7.5%
HS Assistant Cross Country	7.5%
HS Boys JV Soccer	7.5%
HS Girls JV Soccer	7.5%
HS Asst Baseball	7.5%
HS Asst Track	7.5%
HS Asst Softball	7.5%
MS Head Football	6.5%
MS Faculty Manager	6.5%
MS Asst Football	6.5%
HS Cheerleader Advisor	6.5%
HS Student Council Advisor	6.5%
HS Year Book	6.5%
MS Basketball (2 Boys/2 Girls)	6.5%
MS Wrestling	6.5%
MS Volleyball (2)	6.5%
MS Track (3)	6.5%
Junior Class Advisor	6.5%
Senior Class Advisor	6.5%
HS Head Boys Bowling	6.5%
Fishing Club	2.0%
Fitness Coordinator	6.5%
Assistant Band	6.5%
HS Drama	5.5%
HS Assistant Cheerleader Advisor	5.5%
Assistant Golf Coach	5.5%
HS Vocal	5.0%
MS Cheerleader Advisor (2)	4.0%
HS Asst Drama	3.0%
MS Band	3.0%
HS National Honor Society	3.0%
MS Choir	3.0%
Technology Club	3.0%
Marching Band Majorette/Flagline (2)	3.0%
H.S. Academic Challenge/Quiz Bowl	2.0%
HS Art Club	2.0%
MS Art Club	2.0%
Youth Safety Council	2.0%
Elementary Enrichment (4)	2.0%
Sophomore Class Advisor	2.0%
Freshman Class Advisor	2.0%
MS Yearbook	2.0%
Ski Club	2.0%
HS Head Girls Golf	9.0%
HS Girls Wrestling	13.0%

HS Head Girls Bowling	6.5%
Chess Club	2.0%

To encourage the development of activities that enrich opportunities for student involvement and participation, the Board agrees to support up to three (3) pilot programs each year, upon Superintendent approval by October 1. Approved teachers shall receive a stipend of $400.00 for the first year of the pilot program. If the program continues and at least substantially maintains the level of student participation, the teacher shall receive a stipend of $500.00. After two (2) such successful years as a pilot program, the parties agree to negotiate the placement of the activity on the supplemental schedule. This pilot program is contingent upon the Freshmen, Sophomore, Junior, and Senior Class advisor supplemental positions being filled.

If a head coach determines that additional assistant coaches are needed beyond what has been initially approved by the Board, based on the number of student-athletes participating and the nature of the sport, the head coach may apply for an additional coach(es). Such requests shall be reviewed by an ad hoc committee comprised of the Superintendent, the athletic director, and two (2) other head coaches. The applying head coach shall have the opportunity to address the ad hoc committee to explain the rationale for the request. The ad hoc committee shall make their recommendation to the Board regarding the hiring of the additional coach(es); the Board's decision is not subject to review or the grievance process.

F. Supplemental Index

YEARS	INDEX
0-1	1.00
2-3	1.05
4-5	1.10
6-7	1.15
8-9	1.20
10+	1.25

YEARS: Years of experience regardless of the school district.

G. For administrative/Board-required curriculum work outside the school day: Twenty Dollars ($20.00) per hour. A written contract must be issued for said work.

H. Either party may, upon serving notice to the other party, re-open this Master Agreement for the purpose of negotiating on supplemental contracts. The written notice shall clearly denote the supplemental issue(s) to be discussed.

If a signed, tentative agreement is not achieved within fifteen (15) calendar days following receipt of the written notice to negotiate by the party upon which notice is served; or, if either the Board or the membership of REA subsequently votes to reject the tentative agreement, negotiations shall cease and this Master Agreement shall continue without change for the remainder of its term.

I. Teachers who serve on Local Professional Development Committee (LPDC) will receive a $400.00 stipend and professional staff development hours. The stipend will also be prorated and only paid for meetings attended. The LPDC meeting minutes will serve as documentation for these hours.

ARTICLE 29. MILEAGE

A. The mileage rate shall be the current IRS rate.

B. Any mileage due a teacher shall be paid monthly.

C. Mileage may be paid for any mileage incurred when attending functions required by the Administration when attendance at the function lies outside the normal job requirements.

D. All mileage will be calculated from the school site and needs to be supported by a map program, e.g., Google Maps or a similar program.

E. Mileage reimbursement requests need to be pre-approved by the building administrator.

ARTICLE 30. TUTORS

[Salary for tutors will have ten (10) vertical steps with horizontal steps conforming to the teachers' Salary Schedule and reflecting the same increase based on the hourly rate.]

A. All tutors will receive the same percentage increase in salary as the BA-1 Step base.

B. Full-time tutors will be granted a contract of at least ~~a~~t five (5) hours a day including a thirty (30) minute continuous duty-free lunch.

C. Upon eligibility, tutors shall be issued continuing contracts.

D. Effective August 1, 2025, the Base Hourly Rate shall be $23.33 an hour.

Effective August 1, 2026, the Base Hourly Rate shall be $23.80 an hour.

Effective August 1, 2027, the Base Hourly Rate shall be $24.22 an hour.

E. Index (Base Salary, "D" above, multiplied by the Index number) is the annual salary commensurate with training and experience. Daily rate is annual salary divided by 184. Hours are semester hours.

F. Salary Schedule Index for Placement

STEPS	BACH	BA+8	BA+16	BA+24	MAST	MAST+8	MAST+20
1	1.0500	1.0900	1.1200	1.1625	1.2075	1.2575	1.3325
2	1.0900	1.1300	1.1600	1.2075	1.2600	1.3100	1.3850
3	1.1300	1.1700	1.2000	1.2525	1.3121	1.3625	1.4375
4	1.1700	1.2100	1.2400	1.2975	1.3650	1.4150	1.4900
5	1.2100	1.2500	1.2800	1.3425	1.4175	1.4675	1.5425
6	1.2500	1.2900	1.3200	1.3875	1.4700	1.5200	1.5950
7	1.2900	1.3300	1.3600	1.4325	1.5225	1.5725	1.6475
8	1.3300	1.3700	1.4000	1.4775	1.5750	1.6250	1.7000
9	1.3700	1.4100	1.4400	1.5225	1.6275	1.6775	1.7525
10	1.4100	1.4500	1.4800	1.5675	1.6800	1.7300	1.8050
11	1.4500	1.4900	1.5200	1.6125	1.7325	1.7825	1.8575

G. Salary Schedule for Tutors Effective August 1, 2025

2025-2026

STEPS	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+20
1	24.50	25.43	26.13	27.13	28.18	29.34	31.09
2	25.43	26.37	27.07	28.18	29.40	30.57	32.32
3	26.37	27.30	28.00	29.23	30.62	31.79	33.54
4	27.30	28.23	28.93	30.28	31.85	33.02	34.77
5	28.23	29.17	29.87	31.33	33.08	34.24	35.99
6	29.17	30.10	30.80	32.38	34.30	35.47	37.22
7	30.10	31.03	31.73	33.43	35.53	36.69	38.44
8	31.03	31.97	32.67	34.48	36.75	37.92	39.67
9	31.97	32.90	33.60	35.53	37.98	39.14	40.89
10	32.90	33.83	34.53	36.58	39.20	40.37	42.12
11	33.83	34.77	35.47	37.63	40.43	41.59	43.34

2026-2027

STEPS	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+20
1	24.99	25.94	26.65	27.67	28.74	29.93	31.71
2	25.94	26.90	27.61	28.74	29.99	31.18	32.97

3	26.90	27.85	28.56	29.81	31.23	32.43	34.21
4	27.85	28.79	29.51	30.89	32.49	33.68	35.47
5	28.79	29.75	30.47	31.96	33.74	34.92	36.71
6	29.75	30.70	31.42	33.03	34.99	36.18	37.96
7	30.70	31.65	32.36	34.10	36.24	37.42	39.21
8	31.65	32.61	33.32	35.17	37.49	38.68	40.46
9	32.61	33.56	34.27	36.24	38.74	39.92	41.71
10	33.56	34.51	35.22	37.31	39.98	41.18	42.96
11	34.51	35.47	36.18	38.38	41.24	42.42	44.21

2027-2028

STEPS	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+20
1	25.43	26.39	27.13	28.15	29.24	30.45	32.26
2	26.39	27.36	28.09	29.24	30.51	31.73	33.54
3	27.36	28.34	29.06	30.33	31.78	33.00	34.81
4	28.34	29.30	30.03	31.42	33.06	34.27	36.08
5	29.30	30.27	30.99	32.51	34.33	35.54	37.35
6	30.27	31.24	31.97	33.60	35.60	36.81	38.62
7	31.24	32.20	32.94	34.69	36.87	38.09	39.90
8	32.20	33.18	33.90	35.78	38.15	39.36	41.17
9	33.18	34.15	34.87	36.87	39.41	40.62	42.44
10	34.15	35.11	35.84	37.96	40.68	41.89	43.71
11	35.11	36.08	36.81	39.05	41.95	43.16	44.98

ARTICLE 31. INSURANCE

A. Comprehensive Major Medical Plan

Effective July 1, 2025, through December 31, 2026, the District will offer the $250/$500 Deductible PASC Plan (formerly known as the “Standard Plan”) with the PASC Rx Plan C.

Effective January 1, 2027, through the end of the 2027-2028 school year, the District will offer the $375/$750 Deductible PASC Plan with the PASC Rx Plan C.

Throughout the term of the Master Agreement, the District will also make available as an option to employees the following: the QHDHP Plan and the Vitality HRA program. All benefits are subject to medical necessity unless otherwise stated herein. All out-of-state claims and emergencies are to be treated as In-Network claims.

The Schedule of Benefits (in effective as of 7/1/2025), which includes applicable deductibles, co-pays, and out-of-pocket maximum, will be included in Appendix M; thereafter, the District will annually distribute the Schedule of Benefits to bargaining unit members.

B. The Board shall provide and pay the premium for Fifty Thousand ($50,000) Dollars of Term Life Insurance for each teacher. Additionally, the Board shall make available, the purchase of additional Life insurance products at the employee's cost.

C. The Board of Education shall provide Single or Family Dental Insurance Coverage for each teacher. Specifications shall be no less than the current Plan. The Board shall pay 85% of the premium for Single or Family Coverage.

D. The Board of Education has the right to change insurance carriers after providing for input from the Association, so long as coverage benefits and specifications are not reduced. A single insurance carrier has been provided for all covered employees.

E. The provisions of the Family Medical Leave Act (FMLA) shall be followed.

F. Each employee enrolled in the family or single plan shall pay fifteen percent (15%) of the premium. Each employee enrolled in the family or single prescription plan shall pay fifteen percent (15%) of the prescription premium. Payments shall be made through equal monthly payroll deductions. It is understood that the district must participate in the biometric screening and health risk assessment programs through the consortium at the minimum percentages of participation to receive the premium decrements. If those minimum percentage participation rates are not achieved, it is understood that the premium costs and caps for all parties will proportionally increase as a result.

Notwithstanding the foregoing, for the 2027-2028 school year, the employee insurance contribution for the comprehensive major medical, prescription, and dental insurance programs will increase as follows:

1. A zero percent (0%) increase, if the District's insurance rate increase is less than 10% from the rate in effect for the 2026-2027 school year.

2. A one-half percent (0.5%) increase, if the District's insurance rate increase is between 10% and less than 15% from the rate in effect for the 2026-2027 school year.

3. A one percent (1%) increase, if the District's insurance rate increase is 15% or higher from the rate in effect for the 2026-2027 school year.

4. The employee premium share at the conclusion of the current agreement shall be the "starting point" for insurance contributions for the purpose of negotiating a successor agreement.

G. The Board will offer employees a Flexible Spending Plan under Section 125 of the Internal Revenue Code with Board paid administrative costs.

H. A member may opt out of insurance coverage by giving written notice to the Board Treasurer on a Waiver of Insurance form provided by the Board. Member(s) opting out shall receive a One Thousand Dollars ($1,000.00) stipend the first pay in June. To be eligible for such payment, each employee electing not to participate in the insurance plans shall provide proof of coverage as recommended by IRS guidelines in compliance with the Affordable Care Act. The amount of the stipend will be prorated to the date the member opted out of insurance. The payment of the stipend shall be paid in accordance with law.

I. Effective January 1, 2026, the Board shall provide single or family vision insurance with the VSP Plan B as the plan specifications. The Board shall pay 85% of the premium for said insurance and employees shall pay 15% of the premium. See Appendix M for the VSP Option 2 Schedule of Benefits.

ARTICLE 32. PROFESSIONAL DEVELOPMENT PROGRAM

The Board of Education shall appropriate Ten Thousand Dollars ($10,000.00) for each fiscal year (July 1 through June 30) of this Agreement, to provide supplemental pay to teachers for earned college credit subject to the following conditions:

A. The teacher shall have taught in the Rootstown Local Schools for a minimum of three (3) years.

B. The college course must be taken in or related to education. Correspondence and television courses shall be approved for purposes of reimbursement if they are from an approved list provided by the Ohio Department of Education & Workforce.

C. The unused portion of the sum appropriated above shall be re-appropriated for use during the next payment period.

D. Available monies, at least Five Thousand Dollars ($5,000.00) per payment period, shall be provided to pay supplemental pay to qualified teachers as follows:

1. Teachers must file transcripts and proof of payment in the Superintendent's office by March 1 for courses completed July 1 through December 31 of the previous calendar year.

2. Teachers must file transcripts and proof of payment in the Superintendent's office by October 31st for courses completed January 1 through June 30 of the same calendar year.

E. The teachers shall submit written proof in the form of an official transcript of completed credit, at an accredited university, with a "C" or better grade, or pass on pass/fail, to the Superintendent at the conclusion of the quarter/semester in which the previously approved course was taken.

F. The amount of payment will be determined by dividing the total of all participants' course hours into the appropriated amount. The resulting amount per course hour will be distributed to each eligible teacher according to the number of course hours completed. (Not to exceed the actual cost of courses taken.)

Payment will be a single sum, in a separate check, following receipt of transcripts in Paragraph 4.a. and b., above.

G. Each teacher receiving supplemental pay under this Section, prior to receipt of such pay, shall agree that to teach in this District for at least one (1) full school year following receipt of such supplemental pay. If such teacher fails to teach in the District for the required period, the amount of such supplemental pay received during the prior school year shall be deducted from said teacher's final pay.

H. See application form – Appendix G.

ARTICLE 33. SEVERANCE PAY

A. A teacher with ten (10) or more years of service in the District, who elects to retire from active teaching service, shall receive in one (1) lump sum an amount equivalent to the teacher's per diem rate at the time of retirement (i.e., annual salary divided by 184 days) times a quarter (25%) of the teacher's accrued and unused Sick Leave, up to a maximum of sixty-five (65) days.

B. Payment shall be made upon written evidence of approval of retirement eligibility from the State Teachers Retirement System (STRS). Severance Pay shall then be paid no later than sixty (60) days after the last date of employment. Payment for Sick Leave on this basis shall be considered to eliminate all Sick Leave credit accumulated at that time. Such payment shall be made only once to any teacher.

C. If a bargaining unit member passes away after officially notifying the Board of the individual's pending retirement but before receipt of severance pay pursuant to this Article, the severance payment will be made to the employee's designated beneficiary for the employee's Life Insurance Policy (see Article 31, Section B), unless the employee designates to the Board Treasurer, in writing, a different recipient of the severance pay.

ARTICLE 34. GRIEVANCE PROCEDURE

A. Definitions

1. A "Grievance" is a claim based upon an event that alleges a violation, misapplication, or misinterpretation of:

   a. This Master Agreement.

   b. Existing Board policy or written administrative rules and regulations.

2. An "Aggrieved Person" is an employee or group of employees or the Association having a grievance.

3. "Days" used in reference to limitations shall refer to workdays only, not weekends or breaks (e.g., winter, spring, summer).

4. An "Employee(s)" for purposes of this Article shall be defined as those persons who are in the bargaining unit as defined herein.

B. Purpose

1. The purpose of this Grievance Procedure is to secure, at the lowest possible administrative level, proper solutions to grievances. Both parties agree that grievance proceedings shall be kept as informal and confidential as appropriate at all levels of the Procedure.

2. Nothing herein shall prohibit any aggrieved person from discussing the individual's grievance informally with any member of the Administration.

3. Any aggrieved person may be represented at any level by any representative of his/her own choosing. However, for all cases which reach the formal level, the REA President shall receive a copy of any grievance and/or any grievance response.

C. General Practices

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximums and every effort should be made to adhere to those maximums; however, they may be extended by mutual agreement of the parties involved.

2. At any level, a grievance may be withdrawn without prejudice or record.

3. Copies of all written decisions or communications should be made in triplicate and sent to the involved parties at the respective level.

4. Reprisals shall not be taken by or against any involved parties for reason of said participation.

5. Upon resolution of the grievance, all materials in possession of the Administration regarding the nature of the grievance shall be entrusted to the Board Treasurer to be placed in a separate file. No grievance material shall be placed in a personnel file.

6. All complaints, claims, or alleged grievances must go through the Informal Procedure defined herein, prior to filing a written formal grievance. Matters that concern employees' releases or changes in salary may be filed initially at Level Two.

D. Informal Procedure

1. The Informal Procedure shall consist of informal discussion between the grievant and that/those person(s) at the lowest possible level who has/have authority to resolve the problem.

2. Either or both party(ies) may have a representative present at this discussion.

3. It is expected that this first step will resolve most problems and other action will be unnecessary.

E. Formal Procedure

1. LEVEL ONE

   a. If the grievant(s) is/are not satisfied with the results of the discussion above, or if the problem is not resolved within five (5) days of the Informal Procedure, the grievant(s) may present a formal grievance on the Grievance Form (Appendix H) to the Principal or Immediate Supervisor, with a copy forwarded to the Association.

   b. The Principal or Immediate Supervisor will conduct a conference within five (5) days at a mutually agreeable time and place.

   c. A written decision shall be rendered on the Grievance Form by the Principal or Immediate Supervisor, within five (5) days after the conference, to the grievant and the Association.

2. LEVEL TWO

   a. Within ten (10) days after receiving the decision of the Principal/Immediate Supervisor and assuming no satisfaction, or if no decision is rendered

within the time limits, a written notice to continue the process must be submitted to the Superintendent.

b. The aggrieved, the employee's(s') representative if requested by the aggrieved, and the Superintendent shall meet within five (5) days after the grievance has been received by the Superintendent.

c. A written decision shall be rendered by the Superintendent within five (5) days after the conference to the aggrieved and the Association.

3. LEVEL THREE-MEDIATION

Either the Association or the Board may propose that the parties engage in mediation for the purpose of resolving the grievance. While the parties prefer to obtain a mediator through FMCS, if FMCS is unavailable to provide a mediator, the Parties will mutually agree to obtain a mediator through the American Arbitration Association or another dispute resolution entity (ADR Entity). The parties must mutually agree to mediate the grievance or the process shall continue to arbitration within the timelines addressed in this article. Any costs associated with mediation shall be shared by the parties.

4. LEVEL FOUR-ARBITRATION

a. Within thirty (30) days after the mediation, rendering of the decision at Level Two or a default by the Employer at Level Two, the Union may submit the grievance to arbitration. Within ten (10) workdays of the parties' receipt of a list of potential arbitrators from the American Arbitration Association, the parties will meet to select an arbitrator using the alternate strike method until one name remains who shall be designated the arbitrator to hear the grievance in question. A coin toss shall determine which party strikes first.

b. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

c. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

d. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Labor Arbitration of the American Arbitration Association.

e. The fees and expenses of the arbitrator shall be borne equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

f. The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

g. Arbitrators will be selected from a list provided by The American Arbitration Association. A representative from the Rootstown Education Association and the Rootstown Board of Education shall alternately strike names from the list until a final name remains. However, either party may request a second list if agreement cannot be reached on the final name of the first list. The cost of the selections and use of the arbitrators shall be shared equally between the Rootstown Education Association and the Rootstown Board of Education.

ARTICLE 35. RETIREMENT INCENTIVE PLAN

The summary statement of the Retirement Incentive Plan is as follows: Employees who qualify for the Retirement Incentive Plan are eligible to receive Fifteen Thousand Dollars ($15,000) as a cash incentive. The Retirement Incentive will be paid in addition to other retirement benefits such as cash payments for unused Sick Leave pay (severance pay). The Retirement Incentive will be paid in two (2) installments: (1) FIRST payment to be made upon the commencement of retirement; (2) FINAL payment to be made no later than March 30 of the following year.

A. The employee must retire in the first year eligible by STRS standards for full, unreduced retirement and retire by August 1.

B. The employee must have ten (10) or more full years of continuous Rootstown District full-time service since the individual’s most recent date of employment or reemployment, and must be in an active state of employment at the time of retirement.

C. The employee must submit a request to be included in this Plan to the Superintendent, in writing, by April 1 prior to retirement. The appropriate request forms will be located in the Superintendent's Office.

D. An employee who elects not to retire by August 1 of the year in which the employee achieves the first year of eligibility for full unreduced pension for retirement purposes shall thereafter be ineligible for the Retirement Incentive Plan bonus.

E. The provisions of this Retirement Incentive Plan do not apply to:

1. Disability retirement.

2. Termination or suspension.

3. Non-renewals, RIF, or layoff.

4. Those who fail to submit a timely application.

5. Persons who are currently retired and receiving retirement benefits from STRS, SERS, and PERS.

6. Substitute personnel.

F. The Retirement Incentive Plan is entirely voluntary on the part of the employee. Anyone may take a regular service retirement at such time as he/she is eligible. The qualifications listed above apply only to those persons who wish to couple their retirement with the cash incentive bonus.

ARTICLE 36. CONTRACT MAINTENANCE

A. Entire Agreement Clause

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

B. Waiver of Negotiation

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties, after the exercise of the right, constitute the entire agreement between them, and settles all demands and issues on all matters within the scope of negotiations.

The Board and the Association shall voluntarily waive, during the life of this Agreement, negotiation rights; and each agrees that the other shall not be obligated to negotiate with respect to any subject or matter irrespective of whether such matter or subject is specifically referred to or covered in this Agreement.

C. Severability

Should the State Employment Relations Board or any Court of competent jurisdiction determine, after all appeals or times for appeal have been exhausted, that any provision herein is unlawful, such provisions or portion thereof, shall be automatically terminated, but all other provisions of the Agreement shall remain in full force and effect. If, during the term of this Agreement, there is a change in any applicable State or Federal law, or rule or regulation adopted by the State Department of Education & Workforce, concerning mandatory subjects of bargaining, which requires the Board to develop policies that change terms or conditions of employment, then the parties will meet to negotiate the affected term(s) or conditions within thirty (30) days. All remaining provisions shall remain in full force and effect. If the parties fail to reach agreement over the affected provision(s) within thirty (30) days after the initial bargaining session, the mutually agreed dispute resolution procedure found in Article 2 shall be utilized to resolve the dispute.

ARTICLE 37. RESIDENT EDUCATOR PROGRAM

A. The Rootstown Local School District shall follow the guidelines and requirements for the Resident Educator Program as set forth by the Ohio Department of Education & Workforce for each teacher hired under a Resident Educator License for the duration required by the program. If during the term of this Agreement, the Ohio Legislature modifies in a material manner the Resident Educator Program, the Parties will meet to discuss whether changes should be made to this Article. Any changes are subject to ratification by the Parties.

B. Purpose

The Resident Educator Program provides a formal program of support, including mentoring, to foster professional growth of the resident educator (i.e., beginning teacher). The program is designed to improve teacher retention, enhance teacher quality, and result in improved student achievement. New teachers (i.e., individuals holding a resident educator or alternative resident educator license) need to successfully complete the Resident Educator Program, including the Resident Educator Summative Assessment ("RESA"), to become eligible for a professional teacher license. New Ohio teachers holding a one-year out-of-state educator license in Ohio may also participate in the Resident Educator Program. This program shall not replace the negotiated employee evaluation system.

C. Mentors/RESA Facilitators

1. Definitions

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

b. A RESA Facilitator supports resident educators registered to take the Resident Educator Summative Assessment.

2. Qualifications – To serve as a Mentor or RESA Facilitator, an individual must meet the following qualifications:

   a. Hold the Ohio 5-year professional teaching license or an Ohio permanent license.

   b. Have a minimum of three (3) consecutive years of teaching experience in the District and be a classroom teacher.

   c. 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.

3. Training – Teachers selected to be mentors must successfully complete the state-mandated Resident Educator Mentor training. A teacher selected as a RESA Facilitator must successfully complete the RESA Facilitator Training program.

4. Selections

   Mentors shall be selected by the Administration by September 15 and shall meet the necessary ODEW requirements by November 15 of each year. Every attempt will be made to assign each Mentor Teacher to a Resident Educator with certification/licensure in the same grade level or subject area. Nothing in this Agreement restricts the Administration from seeking Mentors from outside of the bargaining unit if sufficient bargaining unit members who meet the qualifications do not volunteer to be Mentors.

5. Responsibilities

   a. The Mentor Teacher shall carry out the Resident Educator Program in conjunction with the Resident Educator as developed by the Ohio Department of Education & Workforce and the District.

   b. Consult with and otherwise assist the assigned Resident Educator Teacher on a regular basis within the instructional day.

   c. The mentor shall not have a formal evaluative role.

6. Release Time

   a. Each Mentor Teacher/RESA Facilitator shall be granted release time for required training and observations. Release time shall be provided as mutually agreed upon with the Building Principal.

D. Protections and Restrictions

1. Any or all materials jointly developed by Mentee/Mentor shall not be developed or utilized as a remediation program.

2. All good faith efforts shall be made to ensure that each Mentor Teacher is assigned only one (1) Resident Educator, however, the maximum number of Resident Educators a Mentor Teacher may have is two (2) per year. This shall not prevent program-driven group mentoring situations.

3. Other than a notation to the effect that a teacher served as a Mentor Teacher, the teacher's activities as a Mentor Teacher shall not be part of that staff member's evaluation or affect such evaluation in any manner.

4. No Resident Educator shall be required to remain in a resident educator program after advancing to a professional educator license.

5. Mentor Teachers shall not participate in the evaluation of any Resident Educator or be requested or directed to make any recommendation regarding the continued employment of the teacher or to divulge information from any written documentation or confidential Mentor/Mentee discussions. Any violation of this tenet by the Mentor Teacher shall constitute grounds for immediate removal from the individual's role as Mentor Teacher.

6. If efforts to resolve issues, problems, and/or concerns that may exist are not successful, either the Mentor Teacher or the Resident Educator may request the District to assign a new Mentor. In such cases, the compensation for the mentor(s) shall be pro-rated.

7. Resident Educators shall be provided all due process provisions allowed by the Master Agreement and the Ohio Revised Code.

8. The Program Coordinator shall not unreasonably interfere in the mentoring relationship or the establishment of goals for the Resident Educator, except to the extent necessary to address issues as described in Paragraph 6 above.

E. Compensation

1. In addition to the mutually agreed upon released time, each Mentor Teacher of any Year 1 or 2 Resident Educator will receive a stipend of $750.

2. The District will pay all training fees required for mentors to receive the mandatory ODEW training.

F. Resident Educator

Each Resident Educator shall be provided with the following:

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

2. Assistance with the management tasks identified as especially difficult for beginning teachers.

3. Assistance in the improvement of instructional skills and classroom management.
4. The opportunity to consult/observe other teachers.

ARTICLE 38. MANAGEMENT RIGHTS

A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the public employer, its standards of services, its overall budget, the District's utilization of technology, and organizational structure.

B. Direct, supervise, evaluate, or hire employees.

C. Maintain and improve the efficiency and effectiveness of governmental operations.

D. Determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted.

E. Suspend, discipline, demote, or discharge for just cause; or layoff, transfer, assign, schedule, promote, or retain employees.

F. Determine the adequacy of the work force.

G. Determine the Board's overall mission as a unit of government.

H. Effectively manage the work force.

I. Take such actions as are necessary to carry out Board's mission as a governmental unit.

J. Reference video recordings that occur on school property that result in discipline of a bargaining unit member (e.g., surveillance cameras located in common areas of the buildings and campuses).

ARTICLE 39. CONTINUOUS IMPROVEMENT PLAN

A. Any committee formed for the purpose of Continuous Improvement Plan or any other reason shall not have any authority to alter any provisions of this Master Agreement. The parties expressly agree that any discussion or action on the part of these committees that alters or impacts any contractual provision shall be considered null and void. The parties further agree that any participation by the Association on these committees shall not be considered in any way as a waiver of bargaining. Further, the REA and the Superintendent shall collaborate to appoint all bargaining unit members who participate on the District Leadership Team and Building Leadership Teams.

B. While the District is subject to the Ohio Improvement Process, each bargaining unit member shall devote one hundred sixty (160) minutes per month to the Ohio Improvement Process. Each Teacher-Based Team ("TBT") shall decide when they will meet. The DLT, which shall include a specialist REA member, will determine the role of specialist teachers in the OIP process.

ARTICLE 40. LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Establishment of Committee

The Rootstown Local School District Local Professional Development Committee (RLPDC) is hereby established as the name of the entity required by Senate Bill 230. This committee shall serve the licensed and certified staff, administrators, and teachers of the Rootstown Local School District and shall be the only committee of its type authorized to operate on behalf of the Rootstown Local School District.

B. Purpose

The sole purpose of the RLPDC shall be to oversee, review, and act on Individual Professional Development Plans (IPDP) for course work, CEUs, and other equivalent activities for renewal of certificates and licenses.

C. Membership and Vacancies

1. The RLPDC shall consist of seven (7) members. A majority of the members shall be non-administrative personnel. Non-administrative is defined as any certified/licensed employee of the Board who does not have administrative responsibilities for the District (i.e., teachers, work-study coordinators). The remaining members shall include one elected administrator and one other Board

employee appointed by the Superintendent. Each committee member elected must have a minimum of three (3) years' experience as an educator.

2. The Superintendent shall appoint a replacement to fill any administrative vacancy that occurs on the RLPDC. The REA President shall appoint a replacement to fill any non-administrative vacancies that occur on the RLPDC. Committee members who discover they are unable to fulfill their role as an active committee member may withdraw simply by notifying the RLPDC members in writing. No reasons need be given.

D. Terms

The elected members of the committee shall serve staggered three year terms. A term shall be from August 1 to July 31 with no more than half of the members new to the committee at any one time. A member may only serve three consecutive terms, then must rotate off the committee for at least one term. Officers may be re-elected to the positions they hold an unlimited number of times.

E. Meetings

The RLPDC members shall determine the frequency, time, and place of meetings within the following guidelines:

1. publicize a tentative calendar of meetings

2. ten (10) days' notice prior to additional meetings

3. quorum required for all meetings in order to conduct business (a quorum is required in order that business can be legally transacted and is defined as four members.)

F. Decision Making

Any decisions to approve or reject a submitted IPDP for certification/licensure renewal purpose must receive a simple majority vote of committee. Administrative professional development plans will be reviewed by a majority of administrators. This will be accomplished by reducing the number of teachers on the committee. This is in accordance with HB770.

G. Appeals Process

If an IPDP or activity is not approved by the LPDC, the original form shall be returned to the staff member indicating reason(s) for non-approval. The staff member has the option of revision and resubmission by the next scheduled LPDC meeting or may appeal the decision as outlined below:

1. A staff member who disagrees with a decision of the LPDC may appeal by completing the appeals portion on the Review Checklist within ten (10) school days from the date of the LPDC's decision of denial.

2. The LPDC shall consider the request at its next regularly scheduled meeting.

3. If the plan or activity is still not approved, a staff member shall have one opportunity to meet with the committee to explain the rationale of the plan.

4. If the plan or activity is still not approved, the staff member may request the formation of a three-person Appeals Panel as follows:

   1 certified/licensed educator selected by the staff member

   1 certified/licensed educator selected by the LPDC
   1 certified/licensed educator agreed upon by both the LPDC and the individual staff member

5. The appeals panel shall notify the LPDC and the staff member of a hearing time and place. At the meeting both the LPDC and the individual staff member shall be given an opportunity to state their positions on the proposed plan.

6. Within five (5) days of the meeting, the Appeals Panels shall issue its written decision.

7. The decision of the Appeals Panel shall be final.

H. Compensation

The LPDC committee shall be compensated as outlined in Article 28 of this agreement.

ARTICLE 41. SENIORITY

A. Seniority Defined

1. Seniority shall be determined by a bargaining unit member's length of continuous service in the Rootstown Local School District in any area a teacher is licensed. Among those with the same length of continuous service, seniority shall be determined by:

   a. The date of the Board meeting at which the teacher was hired, and then by,

   b. The date on which the teacher submitted a completed job application, and then by,

c. Total teaching experience, and then by,

d. A draw of numbers with the person holding number one (1) as the most senior.

2. Length of continuous service will not be interrupted or affected by authorized leave of absence. The continuous service of a teacher who has returned to employment following resignation or other termination of employment will be measured from the date of return.

3. For purposes of the RIF program, teachers with continuing contract status shall have greater seniority than limited contract teachers. Teachers with continuing contract status shall have their seniority determined in accordance with the procedures stated above.
4. Any teacher that is a retire/rehire shall have no seniority status.

B. Posting of Seniority List

The seniority list shall be posted annually in each building/work site by November 1. The seniority list shall indicate, by area of licensure, the seniority standing and contract status of each employee. The list shall be provided to the REA President on or before the date of posting.

C. Correction of Inaccuracies

Each employee whose name appears on the seniority list for the first time will have the right to challenge the individual's seniority standing. Once the dispute has been resolved, the employee will be precluded from further challenging the employee's seniority standing. At any time, teachers may challenge the areas of licensure or contract status listed on the seniority list or typographical errors. Any dispute under this paragraph will be subject to the grievance procedure.

D. Loss of Seniority

Seniority shall be lost when an employee retires or resigns; is discharged for cause; or otherwise leaves the employment of the Board, including exhaustion of recall rights as provided in Article 17, Reduction in Force. A bargaining unit member's seniority shall be frozen if the employee accepts a non-bargaining unit position; the freeze on the employee's seniority will remain in place until the individual reenters the bargaining unit.

ARTICLE 42. DURATION AND INTENT OF AGREEMENT

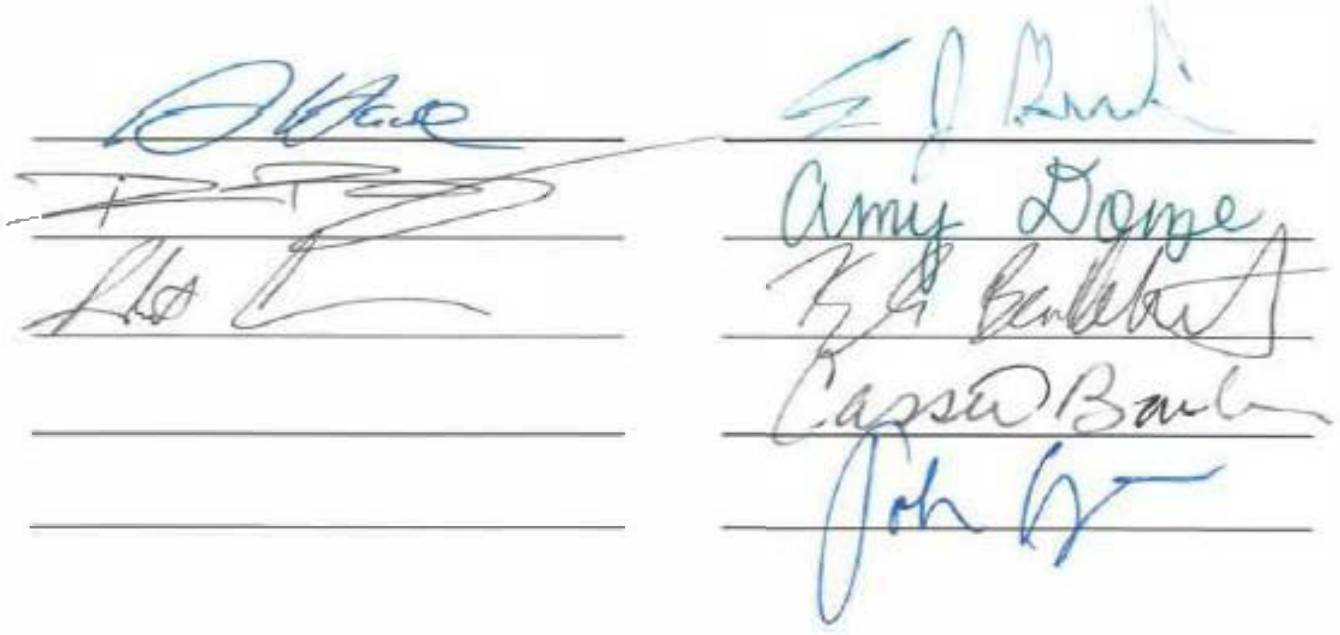
A. This Master Agreement and the Appendices hereto constitute the whole Agreement between the Rootstown Board of Education and the Rootstown Education Association; and shall become effective at 12:00 a.m. on August 1, 2025, and shall be continued in full force and effect until 11:59 p.m. on July 31, 2028.

B. IN WITNESS THEREOF, the parties have caused this Master Agreement to be executed on the day and year fist mentioned above.

SIGNATURES TO AGREEMENT

ROOTSTOWN BOARD OF EDUCATION NEGOTIATIONS TEAM

ROOTSTOWN EDUCATION ASSOCIATION NEGOTIATIONS TEAM



APPENDIX A

TEACHER'S CONTRACT – LIMITED*

ORC 3319.07-3319.08

AN AGREEMENT entered into between _____ PARTY OF THE FIRST PART, and the Board of Education of the Rootstown School District of Portage County, Ohio, PARTY OF THE SECOND PART.

PARTY OF THE FIRST PART AGREES:

(A) To teach in the public schools of said district for a period of _____.

(B) To abide by and maintain the written policies and rules adopted by said Board of Education, including the Master Agreement; and to carry out the educational programs of the County Superintendent and the Local School Superintendent.

(C) To give up _____ position, only with the consent of said Board, after the tenth (10th) day of July, prior to the school year for which _____ has been employed. (See ORC 3319.15)

IN CONSIDERATION of the above service, PARTY OF THE SECOND PART AGREES to pay PARTY OF THE FIRST PART the sum of _____ dollars ($), payable in _____ installments.

ENTERED INTO at _____ Ohio, this _____ day of _____, 20_____.

_____
Teacher

_____ _____
Board President Board Treasurer

*On contracts for more than one year, the provisions of ORC 3319.12 as to Salary Notices apply.

APPENDIX B

TEACHER'S CONTRACT - CONTINUING

ORC 3319.01-.07-.08-.11 -.12

AN AGREEMENT entered into between _____, of _____, Portage County, Ohio, and the Board of Education of the Rootstown School District in Portage County, Ohio; the said _____ hereby agrees to teach in the public schools of said District from the date of this contract until -- he/she resigns, elects to retire, is retired pursuant to Revised Code 3307.37, or until said contract is terminated or suspended as provided by law.

Said _____ further agrees to abide by and maintain the rules and regulations, including the Master Agreement, adopted by said Board of Education for the government of the schools of said District.

IN CONSIDERATION of, and for such services, the Board agrees to pay, at the office of its Treasurer, to the said _____, the sum of _____ dollars ($_____) annually.

Said sum to be payable in a specified number of monthly installments as shall be indicated in notices to be sent annually as provided by law.

ENTERED INTO at _____, Ohio, this _____ day of _____, 20_____.

_____
Teacher

_____ _____
Board President Board Treasurer

APPENDIX C

SUPPLEMENTAL CONTRACT

THIS LIMITED CONTRACT entered into between _____, of
(name)
_____, _____, Ohio, hereafter referred to as
(address) (city)

"Teacher," and the Rootstown Board of Education of Portage County, Ohio, hereafter referred to as "Board," WITNESSETH:

IN ADDITION to Teacher's regular teaching duties, said Teacher does hereby promise and agree to perform the following duties for and in behalf of said Board_____
_____;
and further agrees to abide by and maintain the rules and regulations, including the Master Agreement, adopted by such Board. Such additional duties shall be performed by Teacher during the _____ year period, beginning _____, 20___, and ending _____, 20___.

IN CONSIDERATION of the duties to be performed by said Teacher, the Board promises and agrees to pay Teacher the sum of _____ dollars ($), annually, payable as follows: _____.

THIS LIMITED CONTRACT entered into at _____, Ohio, this _____ day of _____, 20___.

_____
Teacher

_____
Board President

_____
Board Clerk

APPENDIX D

SALARY NOTIFICATION

OFFICE OF THE BOARD OF EDUCATION

TO: _____ ROOTSTOWN LOCAL SCHOOL DISTRICT

_____ _____, OHIO

_____ _____, 20_____

In accordance with ORC 3329.12, you are hereby notified that your salary for the school year 20_____ to 20_____ will be $_____ dollars ($), each pay, beginning _____,

20 ____ and ending _____ 20_____.

BASIS OF COMPUTATION:

BOARD OF EDUCATION

DEGREE STATUS _____ _____
President

REGULAR SERVICE CREDIT _____YRS _____
Clerk

MILITARY SERVICE CREDIT _____YRS

TOTAL: _____YRS

EVALUATION OF TEACHING PERFORMANCE*

***This specific form shall only be used during the 2025-2026 school year. Thereafter, the District will use the new evaluation instrument that the Evaluation Committee develops prior to the start of the 2026-2027 school year, which will serve as the replacement Appendix E at the outset of negotiations for a successor agreement.**

TEACHER_____ SCHOOL _____

GRADE/SUBJECT TAUGHT_____ SCHOOL YEAR _____

RECOMMENDATIONS:

S	NI	NO	
			STUDENT-TEACHER RELATIONS: COMMENTS
			Rapport_____
			Discipline_____
			Others_____
			INSTRUCTIONAL METHODS:
			Knowledge of materials_____
			Effective use of various techniques_____
			_____
			Use of Educational Aides_____
			_____
			Presentation of assignment_____
			Provision for individual differences_____
			_____
			Evidence of adequate planning_____
			_____
			PERSONAL CHARACTERISTICS:
			Appearance_____
			Disposition_____
			Voice_____
			Enthusiasm_____
			Others_____
			The rating system for Evaluation of Teaching Performance is as follows: S = Satisfactory, NI = Needs Improvement, NO = Not Observed

			GENERAL ROOM MANAGEMENT: COMMENTS
			Established pattern for daily routine_____
			_____
			Adequate housekeeping standards_____
			_____
			PROFESSIONAL CHARACTERISTICS:
			Rapport with parents_____
			Professional attitude_____
			Participation in school affairs_____
			Desire for professional growth_____
			_____
			Staff relations_____
			PERSONAL RESPONSIBILITIES:
			Punctuality for work and meetings_____
			_____
			Meets classes on time_____
			Completes required reports correctly/on time_____
			_____
			Accepts assigned responsibility_____
			The rating system for Evaluation of Teaching Performance is as follows: S = Satisfactory, NI = Needs Improvement, NO = Not Observed.

THIS YEAR'S TARGETS (FIRST CONFERENCE):

EVALUATION OF THIS YEAR'S TARGETS:

TEACHER'S COMMENTS (OPTIONAL):

_____
Teacher

_____
Principal

_____
Date

APPENDIX F

ROOTSTOWN LOCAL SCHOOLS

CLASS SUBSTITUTE PAY

Name_____ Building _____

Date you covered or split a class _____

Time of substituting: From _____ A.M./P.M. To _____ A.M./P.M.

Did you split a class with another teacher? YES NO [Circle One]

If yes, with whom? _____

_____ _____
Teacher's Signature Date

_____ _____
Principal's Signature Date

TREASURER'S USE ONLY

$32.79 Per Hour

_____ Hours Worked

_____ Payment for class split also to _____

Date of Payment_____

APPENDIX G

ROOTSTOWN LOCAL SCHOOLS

TUITION REIMBURSEMENT FORM

NAME _____

BUILDING _____

APPLICATION DATE _____

YEARS IN ROOTSTOWN SCHOOLS _____

NAME OF COURSE _____

DATES OF COURSE _____

TUITION COST _____

UNIVERSITY NAME _____

_____

Teacher's Signature

APPENDIX H

ROOTSTOWN LOCAL SCHOOLS
GRIEVANCE FORM (LEVEL____)

Name _____Building _____

Identify the Article(s) and/or Section(s) of the Master Agreement, or the Policy, Rule or Regulation alleged to have been violated, misinterpreted, or misapplied:

_____

_____

_____

STATEMENT OF GRIEVANCE [include a brief explanation of the alleged violations, misinterpretations, and/or misapplications of the Master Agreement, Policy, Rule and/or Regulation:

_____

_____

_____

REMEDY REQUESTED: _____

_____

_____

_____ _____
Signature of Aggrieved Date

DISPOSITION RENDERED: _____

_____

_____

_____ _____
Signature of Person Rendering Disposition Date

(Attach additional pages, if needed, for completion of any section.)

APPENDIX I

Rootstown Negotiations 2025
Consensus Statements

During the negotiations for a successor agreement to the Master Agreement between the Rootstown Local School District Board of Education and the Rootstown Education Association, the parties reached consensus on the following non-contractual item:

A. **Definition of Consensus**

For purposes of the implementation of Article 4, Paragraph A, the parties agree that the definition of "consensus" shall mean that all the Committee members rate the proposed recommendation(s) as at least a "3" on a scale of 1-5, where "1" is "absolute disagreement," "5" is "unconditional agreement," and "3" means "it may not be my first choice, but I am willing to accept and support the decision."

B. **Supplemental Contracts Affected By A Pandemic**

Notwithstanding Article 15.C.4, if a supplemental contract is cancelled or its scope is reduced or limited as a result of a pandemic, the teacher's supplemental compensation shall be modified/reduced as follows:

1. The employee shall earn forty percent (40%) of the supplemental salary following completion of the first practice of the official OHSSA season for athletic supplementals or at the beginning of job responsibilities for non-athletic supplementals, as determined by the Superintendent.

2. The employee will earn an additional thirty percent (30%) of the supplemental salary following completion of fifty percent (50%) of the regular season (i.e., scheduled athletic competitions) for athletic supplementals or fifty percent (50%) of the job responsibilities for non-athletic supplementals, as determined by the Superintendent.

3. An employee shall earn the remaining thirty percent (30%) of the supplemental salary following completion of the regular athletic season for athletic supplementals and following completion of the employee's job responsibilities for non-athletic supplementals, including completion of any required sign-out procedures.

4. Payment for earned supplemental compensation shall be issued based on the District's regular payment schedule (i.e., at the end of the athletic season or extracurricular activity if the activity lasts less than a full school year, and half at the end of the first semester and half at the end of the school year for year-long supplemental contracts).

C. **Drug Free Work Place**

The REA supports the Board's Drug-Free Workplace Policy (#3122.01).

D. **Smoke Free Environment**

There shall be no smoking in Board buildings or vehicles. The Board shall have the authority to adopt a smoke-free policy, which provides for a smoke-free environment on all Board owned property.

APPENDIX J

STAFFING REQUEST FORM

(Online)

Name (please print)	Date	Assignment/Classification

To prepare for staffing needs for next school year, all staff are encouraged/invited to complete this form.

PLEASE MARK THE APPROPRIATE RESPONSES:

1. _____ I plan to work in the Rootstown Local School District next year.

   _____ I do not plan to work in the Rootstown Local School District next year.

   Comment:_____

   _____

2. _____ If the opportunity presents itself, I could be interested in transferring to:

   _____

   Please contact me if an opening occurs.

NOTE: This form does not serve as a formalized retirement, resignation, or commitment.

Annually, this form will be available online effective on January 2 and needs to be completed and submitted no later than March 1.

APPENDIX K-1

3220 - STANDARDS-BASED TEACHER EVALUATION

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

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

The Board believes in the importance of ongoing assessment and meaningful feedback as a powerful vehicle to support improved teaching performance and student growth, as well as promotion and retention decisions for teachers.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Rootstown Education Association, and in all extensions and renewals thereof.

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

The Board authorizes the Superintendent to establish and maintain an ongoing evaluation committee, with continuing participation by District teachers represented by the Rootstown Education Association, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OTES" - Stands for the Ohio Teacher Evaluation System as adopted by the Ohio State Board of Education in 2020, or as otherwise modified by the State Board of Education.

"Teacher" - For purposes of this policy, "teacher" means a licensed instructor who spend at least fifty percent (50%) of his/her time providing content-related student instruction and who is working under one (1) of the following:

A. A license issued under R.C. 3319.22, 3319.26, 3319.222 or 3319.226; or

B. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2003; or

C. A permanent certificate issued under R.C. 3319.222 as it existed prior to September 2006; or

D. A permit issued under R.C. 3319.301.

Substitute teachers and teachers not meeting this definition are not subject to evaluation under this policy.

The Superintendent, Treasurer, and any "other administrator" as defined by R.C. 3319.02 are not subject to evaluation under this policy.

"Credentialed Evaluator" - means the appropriately qualified individual, assigned by the District, who is responsible for completing the evaluation process for a teacher. For purposes of this policy, each teacher subject to evaluation will be evaluated by a person who:

A. meets the eligibility requirements under R.C. 3319.111(D); and

B. holds a credential established by the Ohio Department of Education (ODE) for teacher evaluation; and

C. has completed State-sponsored evaluation training and has passed an online credentialing assessment.

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

"High-Quality Student Data" – means locally-determined data that provides evidence of student learning attributable to the teacher who is being evaluated. When applicable to the grade level or subject area taught, High-Quality Student Data (HQSD) shall include the value-added progress dimension and the teacher shall use at least one other measure of HQSD to demonstrate student learning. HQSD may also include data obtained from the list of Ohio Department of Education approved student assessments.

High-quality student data may not include student learning objectives (SLOs) or shared attribution measures.

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

"**Evaluation Cycle"** - means the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when performance assessments are conducted for the current school year and the teacher is assigned a final holistic rating.

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

"Evaluation Instruments" - refers to the forms developed by the ODE, including the "Teacher Performance Evaluation Rubric".

"Evaluation Procedure" - refers to the procedural requirements set forth in this policy that are intended to provide specificity to the statutory obligations established under R.C. 3319.111 and R.C. 3319.112 and to conform to the framework for the evaluation of teachers developed under R.C. 3319.112.

"Final Evaluation Rating" - means the final holistic evaluation rating that is assigned to a teacher pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle.

Standards-Based Teacher Evaluation

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

Each teacher evaluation will result in an evaluation rating of:

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

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

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) the number of teachers for whom an evaluation was conducted as well as the number of teachers assigned each rating as set forth above, aggregated by teacher preparation programs from which and the years in which the teachers graduated. The Board will utilize the ODE's guidelines for reporting this information.

The Board will not evaluate a teacher who was on leave from the School District for fifty percent (50%) or more of the school year unless the teacher and evaluator decide to do so.

The Board will not evaluate a teacher who has submitted a notice of retirement that was accepted by the Board no later than December 1st of the year the teacher was scheduled to be evaluated.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual teacher evaluation, each teacher must develop either a professional growth plan or be placed on a professional improvement plan as follows:

A. A teacher whose final holistic rating is "accomplished" on his/her most recent evaluation will develop a self-directed professional growth plan and may choose his/her credentialed evaluator for his/her next evaluation cycle from those available to the Board for that purpose, utilizing the components determined by the District.

B. A teacher whose final holistic rating is “skilled” will collaboratively-develop a professional growth plan with his/her credentialed evaluator and will have input on

his/her evaluator for the next evaluation cycle, utilizing the components determined by the District.

C. A teacher whose final holistic rating is "developing" will develop a professional growth plan guided by his/her assigned credentialed evaluator, utilizing the components determined by the District.

D. A teacher whose final holistic rating is "ineffective" will be placed on a professional improvement plan developed by his/her assigned evaluator, utilizing the components determined by the District.

E. A teacher who is new to the profession or new to the District will develop a professional growth plan collaboratively with his/her credentialed evaluator, utilizing the components determined by the District.

F. The District administration has discretion to place a teacher on an Improvement Plan at any time to address deficiencies identified through the evaluation process or the discipline process.

Board Professional Development Plan

In accordance with the Ohio State Board of Education's State-wide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of teachers covered by this policy. The plan will be reviewed annually.

Assessment of Teacher Performance

Teacher performance will be evaluated during formal observations and periodic informal observations also known as "classroom walkthroughs." Such performance will be used to determine the teacher's evaluation rating and will be assessed through a holistic process by trained and credentialed evaluators based upon the following O*hi*o *Standards for the Teaching Profession:*

A. understanding student learning and development, respecting student diversity, and holding high expectations for all students to achieve and make progress at high levels an;

B. knowing and understanding the content area for which they have instructional responsibility;

C. understanding and using varied assessments to inform instruction, evaluate and ensure student learning;

D. planning and delivering effective instruction that advances individual student learning;

E. creating learning environments that promote high levels of student learning and achievement for all students;

F. collaborating and communicating with students, parents, other educators, District administrators, and the community to support student learning; and

G. assuming responsibility for professional growth and performance as an individual and as a member of a learning community.

Formal Observation and Classroom Walkthrough Sequence

A. A teacher not under consideration for renewal or nonrenewal who is subject to a full evaluation cycle shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and periodic classroom walkthroughs each school year. The first formal observation will be a holistic observation where the evaluator assesses all areas of the rubric demonstrated during the observation as well as information gained from any pre-observation conference or other sources selected by the evaluator.

   The second and any subsequent formal observation(s) will be focused observations in which the evaluator emphasizes identified focus area(s). Identified focus areas will be selected after completion of the holistic observation, and may include area(s) of relative strength and/or area(s) targeted for improvement. Teachers with a final evaluation rating of Accomplished (from the previous year) will select their own focus area(s). A teacher with a final evaluation rating of Skilled (from the previous year) will select focus area(s) in collaboration with his/her evaluator. A teacher with a final evaluation rating of Developing (from the previous year) will be guided by his/her evaluator in determining focus area(s). A teacher with a final evaluation rating of Ineffective (from the previous year) will have focus area(s) selected by the evaluator. A teacher new to the profession will select focus area(s) in collaboration with his/her evaluator. Evaluators will collect evidence during the focused observation to assess the identified focus area(s). Evaluators will also document evidence to support the final evaluation rating.

B. A teacher new to the District or any teacher on a limited contract who is under consideration for renewal/nonrenewal shall receive at least three (3) formal observations in addition to periodic classroom walkthroughs.

A teacher who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated once every three (3) years. The teacher will be required to submit a self-directed professional growth plan to the evaluator, and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent evaluation of the teacher. The teacher will be provided with at least one (1) formal observation and one (1) informal post-conference in any year that such teacher is not formally evaluated.

The Board may evaluate each teacher who received a rating of Skilled on the teacher's most recent evaluation once every two (2) years. The teacher and the evaluator will jointly develop a professional growth plan for the teacher and the evaluator will determine if the teacher is making progress on the plan. The professional growth plan will focus on the most recent

evaluation of the teacher. Teachers will be provided with at least one (1) formal observation and one (1) informal post-conference in any year that such teacher is not formally evaluated.

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

In evaluating teacher performance, the Board shall utilize the measures set forth by the Ohio Department of Education's OTES "Teacher Performance Evaluation Rubric" for instructional planning, instruction and assessment, and professionalism.

Each teacher evaluated under this policy shall annually have the option to complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool.

Formal Observation Procedure

A. There will be a pre-observation conference before each formal observation unless the evaluator and teacher mutually agree to waive the pre-observation conference.

B. A formal post-observation conference shall be held not later than five (5) workdays after the first formal observation. The evaluator and teacher will mutually determine whether to conduct a formal or informal post-observation conference following the second and, if applicable, third observation(s).

Informal Observation/Classroom Walkthrough Procedure

A walkthrough is an informal observation in which an evaluator may assess one or more areas in the Teacher Performance Evaluation Rubric.

Evaluators may but are not limited to collecting evidence in any identified focus area(s). Walkthroughs may be announced or unannounced.

A walkthrough shall consist of at least five (5) consecutive minutes, but not more than twenty (20) consecutive minutes in duration. The walkthrough should be of sufficient duration to allow the evaluator to assess the focus of the walkthrough.

Data gathered from the walkthrough will inform the final evaluation.

Feedback from a walkthrough shall be provided after the walkthrough. The teacher and/or administrator may request a face to face meeting to discuss observations relative to the identified focus of the walkthrough.

Classroom walkthroughs shall not unreasonably disrupt the learning environment.

Final Evaluation Procedures

Evaluators will consider evidence gathered during the evaluation cycle to assign a final holistic evaluation rating, based upon the criteria developed by the Ohio Department of Education.

The evaluator shall submit the final written evaluation using the reporting system prescribed by the Ohio Department of Education (ODE). The teacher will confirm receipt of the same.

Retention and Promotion Decisions/Removal of Poorly Performing Teachers

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

Definitions:

"Retention" - for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decisions on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing teacher may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate a teaching contract are not limited by the existence of this policy.

"Promotion" - as used in this context is of limited utility given the fact that teachers covered by this policy are not currently employed in any discernible hierarchy. Nevertheless, when making decisions relative to such matters as determining department or grade level chairpersons, selections to curricular or strategic planning bodies, or teaching assignments, the Board will consider teacher performance as indicated by evaluations.

"Poorly Performing Teachers" - refers to teachers identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" - since seniority may not be the basis for teacher retention or other employment decisions, except when deciding between teachers who have comparable evaluations, this refers to teachers within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing Teachers

Removal of poorly performing teachers will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code and/or the relevant provisions of the collective bargaining agreement in effect between the Board and the Rootstown Education Association.

Nothing in this policy will be deemed to prevent the Board from exercising its rights to nonrenew, terminate, or suspend a teaching contract as provided by law and the terms of the collective bargaining agreement in effect between it and the Rootstown Education Association. The evaluation system and procedures set forth in this policy shall not create an expectation of continued employment for teachers on a limited contract that are evaluated under this policy.

The Board reserves the right to nonrenew a teacher evaluated under this policy in accordance with R.C. 3319.11 notwithstanding the teacher's holistic rating.

R.C. 3319.02, 3319.11, 3319.111, 3319.112, 3319.114, 3319.22, 3319.222, 3319.223, 3319.226, 3319.26, 3333.0411

A.C. 3301-35-03(A)

Sub. 216 (2018), H.B. 362

H.B. 64 (2015)

APPENDIX K-2

3223 - STANDARDS-BASED SCHOOL COUNSELOR EVALUATION

The Board of Education is responsible for a standards-based school counselor evaluation policy which conforms to the framework for the evaluation of school counselors as approved by the State Board of Education and aligns with the "Standards for School Counselors" as set forth in State law.

The Board of Education adopts the Ohio School Counselor Evaluation System (OSCES) as approved by the State Board of Education.

The Board believes school counselors play a critical role in supporting student learning and success and maintaining a positive school environment. The standards based system of school counselor evaluations is designed to provide meaningful and consistent feedback to support counselor professional growth and inform employment decisions.

This policy shall be implemented as set forth herein and shall be included in the collective bargaining agreement with the Rootstown Education Association, and in all extensions and renewals thereof.

The Board authorizes the Superintendent to establish and maintain an ongoing Evaluation Committee, with continuing participation by District counselors represented by the Rootstown Education Association, for the express purpose of recommending necessary changes to the Board for the appropriate revision of the policy.

Definitions

"OSCES" - Stands for the Ohio School Counselor Evaluation System as adopted by the Ohio State Board of Education, or as otherwise modified by the State Board of Education.

"School Counselor" – For purposes of this policy, "school counselor" means an employee who holds a license issued pursuant to O.A.C. 3301-24-05 by the Ohio Department of Education in the area of school counseling and who is assigned to a position in that capacity.

"Credentialed Evaluator" - For purposes of this policy, each counselor subject to evaluation will be evaluated by a person who has completed the OSCES training as required by the Ohio Department of Education.

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

"Evaluation Cycle" – is the period of time for the completion of the evaluation procedure. The evaluation cycle is completed when selected student metrics are combined with the counselor performance ratings resulting from performance assessments on the standards that are conducted for the current school year to assign a summative evaluation rating.

"Evaluation Factors" – refers to the multiple measures that are required by law to be used in the school counselor evaluation procedures, including performance on all six (6) areas identified by the standards and the ability to produce positive outcomes using student metrics

selected by the Board. School counselors will receive a score in each of the six standards and the student metrics, which shall be weighted equally (1/7 of the final summative score).

"Evaluation Framework" – means the standards-based framework adopted by the State Board of Education for the evaluation of school counselors in accordance with R.C. 3319.113.

"Evaluation Instruments" – refers to the forms used by the school counselor's evaluator as developed locally.

"Evaluation Procedure" – the procedural requirements set forth in this policy are intended to provide specificity to the statutory obligations established under R.C. 3319.113 and to conform to the framework for the evaluation of school counselors developed under R.C. 3319.113.

"Evaluation Rating" – means the final summative evaluation level that is assigned to a school counselor pursuant to terms of this policy. The evaluation rating is assigned at the conclusion of the evaluation cycle when the school counselor performance rating is combined with the results of student metrics. Each completed evaluation will result in the assignment of one (1) of the following evaluation ratings to Accomplished, Skilled, Developing, or Ineffective.

"High Performing School Counselor" - is a school counselor who earns a summative rating of "Accomplished" or "Skilled" on his/her most recent evaluations.

"School Counselor Performance" – is the assessment of a school counselor's performance on each of the six State-adopted standards, resulting in a performance rating. As an evaluation factor, the school counselor performance dimension is based on direct observations of a counselor's practice by a credentialed evaluator. Performance results are reported as a performance rating that may be coded as "1" indicating lowest performance to "4" indicating highest performance.

"Student Metrics" - the locally determined measure(s) that assess a school counselor's ability to produce positive student outcomes.

Standards-Based School Counselor Evaluation

School Counselor evaluations will utilize multiple factors, with the intent of providing meaningful feedback to each school counselor and assigning an effectiveness rating based upon school counselor performance and the counselor's assessment on selected student metrics.

A. Accomplished;

B. Skilled;

C. Developing; or

D. Ineffective.

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

The Superintendent shall annually cause to be filed a report to the Ohio Department of Education (ODE) in accordance with requirements mandated by ODE. The Board will utilize the ODE's guidelines for reporting this information.

Assessment of School Counselor Performance

School Counselor performance will be evaluated during formal observations and periodic informal observations. Such performance will be assessed through a holistic process by trained and credentialed evaluators based upon the following O*hi*o *Standards for Sch*ool *Co*u*nselors*:

A. Comprehensive School Counseling Program Plan;

B. Direct Services for Academic, Career and Social/Emotional Development;

C. Direct Services for Academic, Career and Social/Emotional Development;

D. Evaluation and Data;

E. Leadership and Advocacy; and

F. Professional Responsibility, Knowledge and Growth.

Formal and Informal Observations

A. School Counselors shall be evaluated based on at least two (2) formal observations of at least thirty (30) minutes each and informal observations each school year.

B. A high performing school counselor will be evaluated less frequently as follows.

1. A school counselor who receives a rating of "Accomplished" on his/her most recent evaluation may be evaluated every three (3) years, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every three (3) years, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

2. A school counselor who receives a rating of "Skilled" on his/her most recent evaluation may be evaluated every other year, as long as the counselor's metrics for student outcomes for the most recent year for which data is available, is "skilled" or higher. If the determination is made to evaluate every other year, the counselor will nevertheless be provided with at least one (1) observation and conference in any year that such counselor is not formally evaluated.

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

Each school counselor evaluated under this policy shall annually have the option to complete a "Self-Assessment" utilizing the Self-Assessment Summary Tool approved by the Board.

Formal Observation Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

All formal observations shall be preceded by a conference between the evaluator and the employee prior to the observation in order for the employee to explain plans and objectives for the classroom situation to be observed.

Informal Observation/Walkthrough Procedure

The observations will not be conducted when school counselors are engaged in counseling activities with students that require confidentiality.

An informal observation is a formative assessment process that focuses on one (1) or more of the components included in the State-adopted standards.

An informal observation should be of sufficient duration to allow the evaluator to assess the focus of the observation.

Data gathered from the observation must be placed on the form designated in the Appendix. Feedback from observations shall be provided electronically. The school counselor and/or evaluator may request a face to face meeting to discuss observations relative to the identified focus of the informal observation.

A. Informal observations shall not unreasonably disrupt the work day.

B. A final debriefing and completed form must be shared with the employee within a reasonable amount of time.

Assessment of Student Metrics

The Board will select student metrics that will be utilized for school counselor evaluations in the areas of academics, career, and social emotional development. Any modifications to the metrics that will be used in school counselor evaluations will be adopted before the start of the school year.

Data from these approved measures of student growth will be scored on four (4) levels, with a score of "1" being the lowest and "4" being the highest.

Final Evaluation Procedures

Each school counselor's performance rating for each of the six (6) standards will be combined with the assessment of student metrics to produce the final summative.

The evaluator shall provide that each evaluation is submitted to the school counselor for his/her acknowledgement by written receipt. If signed by the employee, the receipt is to be sent to the Superintendent as soon as received.

Professional Growth Plans and Professional Improvement Plans

Based upon the results of the annual evaluations conducted in accordance with this policy, each school counselor must develop either a professional growth plan or be placed on a professional improvement plan as follows:

A. School counselors with a final summative rating of "Accomplished" will develop a self-directed professional growth plan.

B. School counselors with a final summative rating of "Skilled" will collaboratively-develop a professional growth plan with their evaluator.

C. School counselors with a final summative rating of "Developing" will develop a professional growth plan guided by their evaluator. A building administrator must approve the professional growth plan.

D. School counselors with a final summative rating of "Ineffective" will be placed on an improvement plan developed by their evaluator.

Professional growth and improvement plans must be completed by school counselor each school year. The Board retains the discretion to place a school counselor on an improvement plan at any time to address deficiencies identified through the evaluation process or the discipline process.

Board Professional Development Plan

In accordance with the State Board of Education's Statewide evaluation framework, the Board has adopted a specific plan for the allocation of financial resources to support the professional development of school counselors covered by this policy. The plan will be reviewed annually.

Retention and Promotion Decisions/Removal of Poorly Performing School counselors

The evaluations produced will serve to inform the Board on employment decisions, i.e., retention, promotion of school counselors, renewal of employment contracts, and the removal/nonrenewal of poorly performing school counselors.

Definitions:

"Retention" - for purposes of this policy refers to employment decisions on the question of whether or not to suspend a contract pursuant to a reduction in force, nonrenew a limited or extended limited contract, or terminate employment for good and just cause. In the case of a reduction in force, seniority will not be considered when making decision on contract suspensions, except in the instance of comparable evaluations. The decision to nonrenew or terminate the contract of a poorly performing school counselor may be informed by the evaluation(s) conducted under this policy. However, decisions to nonrenew or terminate an employment contract are not limited by the existence of this policy.

"Promotion" - as used in this context is of limited utility given the fact that school counselors covered by this policy are not currently employed in any discernible hierarchy. Nevertheless,

when making decisions relative to such matters as determining employee assignments, the Board will consider school counselor performance as indicated by evaluations.

"Poorly Performing School Counselors" - refers to school counselors identified through the evaluation process set forth in this policy who demonstrate an inability and/or unwillingness to meet the reasonable expectations of this standards-based evaluation system.

"Comparable Evaluations" - since seniority may not be the basis for school counselor retention or other employment decisions, except when deciding between counselors who have comparable evaluations, this refers to counselors within the categories of "Ineffective," "Developing," "Skilled," and "Accomplished."

Removal of Poorly Performing School Counselors

Removal of poorly performing school counselors will be in accordance with the nonrenewal and termination statutes of the Ohio Revised Code.

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

R.C. 3319.02, 3319.11, 3319.113

A.C. 3301-24-05

H.B. 64

APPENDIX L

Supplemental Materials Form
Grades 4-12

Please complete all the information below and submit to your building principal, and REA President two weeks prior to utilization.

PLEASE PRINT CLEARLY OR COMPLETE ELECTRONICALLY ("MAKE A COPY" FIRST).

Teacher: _____
Building: _____

Grade Level and Course Title: _____

Title: _____

Author: _____

1. Summary of Content (you are encouraged to copy/paste from a website such as amazon.com or borders.com – please cite the website and include the URL).

2. Specific curricular purpose/classroom use-please check ONE.
   _____ May be required of all students (whole class or groups of students)

   _____ May be offered as an option to students (students required to choose from a list of teacher-determined options)

   _____ Read as a teacher read-aloud

3. Anticipated date(s) of use for the material: _____

4. Possible objectionable/sensitive areas-check all that apply and explain.

   _____ Suggestive dialog (usually means talks about sex) _____ crude, vulgar, adult language _____ Sexual situations _____ Violence _____ Controversial subject

   matter (please specify) Other: _____

APPENDIX M

SCHEDULES OF BENEFITS

A. Comprehensive Major Medical Plan

SUMMARY OF SCHEDULE OF BENEFITS: Effective 1/1/2016

Following is a Summary of Benefits covered under this Plan which shall be the $250 Deductible PASC Standard Plan with the PASC Rx Plan C. The district shall also make available as an option to employees the corresponding Vitality HRA program. All benefits are subject to medical necessity unless otherwise stated herein. All out-of-state claims and emergencies are to be treated as In-Network claims. The Summary Plan Document will be distributed to bargaining unit members annually. Unless otherwise stated, all benefits are subject to the following deductible, co-pay, and maximum amounts:

Benefits	In-Network	Out-of-Network
Deductible (Single/Family)	$250/$500	$500/$1,000
Coinsurance	90%	70%
Coinsurance Maximum (excl. Ded.)	$750/$1,500	$1,500/$3,000
Total Out-of-Pocket Maximum	$1,000/$2,000	$2,000/$4,000
Physician/Office Services		
Office Visit PCP/Specialist	$10/$20	30% after deductible
Surgical Services	$10/$20	30% after deductible
Urgent Care	$35	30% after deductible
Immunizations	$10/$20	30% after deductible
Allergy Testing	$10/$20	30% after deductible
Preventative Services		
Routine Physical Exam (18+)	100%	30% after deductible
Well Child Care	100%	30% after deductible
Routine Mammogram	100%	30% after deductible
Routine Pap Test	100%	30% after deductible
Outpatient Services		
Surgical Services	10% after deductible	30% after deductible
Diagnostic Services	10% after deductible	30% after deductible
Emergency Room-Emergency	$75 copay	$75 copay
Speech Therapy	$20 per visit	20% after deductible
Physical/Chiropractic/Occupational	$20 per visit	20% after deductible
Inpatient Facility		
Semi-Private Room & Board	10% after deductible	30% after deductible
Maternity	10% after deductible3	30% after deductible
Skilled Nursing Facility	10% after deductibl3	30% after deductible
Additional Services		
Durable Medical Equipment	10% after deductible	30% after deductible

Prescriptions	Copay
Generic	$10
Formulary Brand	$15
Non-Formulary Brand	$30
Mail Order	$20/$30/$60

SUMMARY OF SCHEDULE OF BENEFITS: Effective 1/1/2027

Following is a Summary of Benefits covered under this Plan which shall be the $375 Deductible PASC Standard Plan with the PASC Rx Plan C. The district shall also make available as an option to employees the corresponding Vitality HRA program. All benefits are subject to medical necessity unless otherwise stated herein. All out-of-state claims and emergencies are to be treated as In-Network claims. The Summary Plan Document will be distributed to bargaining unit members annually. Unless otherwise stated, all benefits are subject to the following deductible, co-pay, and maximum amounts:

Benefits	In-Network	Out-of-Network
Deductible (Single/Family)	$375/$750	$750/$1,500
Coinsurance	85%	60%
Coinsurance Maximum (excl. Ded.)	$750/$1,500	$1,500/$3,000
Total Out-of-Pocket Maximum	$1,125/$2,250	$2,250/$4,500
Physician/Office Services		
Office Visit PCP/Specialist	$15/$25	40% after deductible
Surgical Services	$15/$25	40% after deductible
Urgent Care	$35	40% after deductible
Immunizations	$15/$25	40% after deductible
Allergy Testing	$15/$25	40% after deductible
Preventative Services		
Routine Physical Exam (18+)	100%	40% after deductible
Well Child Care	100%	40% after deductible
Routine Mammogram	100%	40% after deductible
Routine Pap Test	100%	40% after deductible
Outpatient Services		
Surgical Services	15% after deductible	40% after deductible
Diagnostic Services	15% after deductible	40% after deductible
Emergency Room-Emergency	$100 copay	$100 copay
Speech Therapy	$20 per visit	20% after deductible
Physical/Chiropractic/Occupational	$20 per visit	20% after deductible
Inpatient Facility		
Semi-Private Room & Board	15% after deductible	40% after deductible
Maternity	15% after deductible3	40% after deductible
Skilled Nursing Facility	15% after deductibl3	40% after deductible
Additional Services		
Durable Medical Equipment	15% after deductible	40% after deductible

Prescriptions	Copay
Generic	$10
Formulary Brand	$15
Non-Formulary Brand	$30
Mail Order	$20/$30/$60

B. **Vision Insurance**

	Network Out of Network
Frequency Exam Lens Frame	 Every 12 months Every 12 months Every 12 months
Exam Co-Pay	$20 up to $60
Lenses Co-Pay	Varies by lens (Standard Progressive Covered in Full)
Frames Allowance	Retail - $200, Featured - $250
Contact Lenses	Elective - $200
Network	VSP Choice
Rate Guarantee	4 year