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MASTER AGREEMENT

BOARD OF EDUCATION
UNION LOCAL
SCHOOL DISTRICT

AND

UNION LOCAL
EDUCATION ASSOCIATION

2025-2027

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THIS AGREEMENT entered into this 1st day of September 2025 by and between the Board of Education and the Union Local School District, hereafter the "Board", and Union Local Education Association/OEA/NEA-Local, hereinafter the "Association".

WITNESSETH:

ARTICLE 1
RECOGNITION

1.1 PREAMBLE

A. Recognizing that providing a high-quality education for the children of the district is the primary purpose of this school district and that good morale in the certificated/licensed staff members is necessary for the best education of the children, we hereby declare that:

B. The Board of Education, under law, has the final responsibility for establishing the policies of the district,

C. The superintendent and his staff have the responsibility of carrying out the policies established.

D. The Board recognizes that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation, and effective communications exist between the Board and its certificated/licensed staff members.

E. The Board hereby adopts the following Master Agreement covering recognition of the Association and to set forth an orderly procedure for consideration and resolution of matters of negotiations between them.

1.2 RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all full time certificated/licensed staff members, including head teachers who are defined for the purpose hereof as a teacher who temporarily assumes responsibility for a given school when the principal is absent, the Test/Data Coordinator, the Social Worker and all part time certificated/licensed staff members except substitutes who do not work for more than ninety (90) consecutive days in the same position, and those tutors employed for less than eighteen (18) hours per week. Provided, however, that substitutes shall not be deemed to have waived any statutory benefits for which they are eligible. It is expressly understood and agreed that full-time bargaining unit members referenced herein and all part-time staff members except substitutes and/or tutors who are otherwise above excluded shall include certificated and/or licensed certificated staff members. The Director shall be excluded from the bargaining unit.

B. The Union recognizes that the superintendent, assistant superintendent, principals, and other administrative personnel employed by the Board are excluded from the bargaining unit.

ARTICLE II
MANAGEMENT RIGHTS

2.1 SCOPE

The Association recognizes that the Board is solely responsible for the adoption of Board policy. The Association also recognizes that the administration is solely responsible for the adoption of the administration rules and regulations. The Board agrees that Association recommendations will be considered by the administration prior to adoption of any rules and regulations, or recommendations of items for the Board policy.

ARTICLE III
ASSOCIATION RIGHTS

3.1 BOARD MEETING INFORMATION

Two days prior to each regular or special Board meeting, the Association shall be mailed, or the Association may pick up a copy of the official Board agenda together with a copy of the monthly financial statement and all public information provided the Board. Once the minutes have been approved by the Board and recorded by the treasurer, one (1) copy shall be given or mailed to the Association president.

3.2 NOTICE OF BOARD MEETINGS

The Board or its agents shall provide the Association notice of all regular and special meetings in the same manner and time frame as the news media and other interested citizens.

3.3 ASSOCIATION PARTICIPATION

The Association shall be given an opportunity to participate in any Union Local Board meeting provided:

A. The Association representative requests of the superintendent that he/she be permitted to speak at the meeting.

B. Such request is made forty-eight (48) hours prior to the Board meeting. This shall be applicable only if the president receives the agenda prior to the forty-eight (48) hour provision.

C. Such request includes those questions, subjects or issues the Association wishes to discuss with the Board.

D. The Association representative completes the Request to Address the Union Local Board of Education form if he/she wishes to comment on any particular agenda item.

3.4 DIRECTORY INFORMATION

The Association shall be provided any directory information when such information is prepared by the administration.

3.5 INTRA-DISTRICT MAIL

The Association shall have access to the intra-district mail service (including email services).

3.6 NEW CERTIFICATED/LICENSED STAFF MEMBERS ORIENTATION

The administration and the representatives of the Association shall cooperatively conduct a program for a new certificated/licensed staff member orientation. The meeting shall be jointly sponsored by the administration and the Association. It shall be held prior to the first day of the regular school year. This orientation shall be a required one (1) day meeting for newly employed certificated/licensed staff members to the Union Local School District.

3.7 USE OF FACILITIES

The Association shall have the right to use Board owned facilities to conduct Association meetings except during a work stoppage. The Association shall give the building principal reasonable advance notice of its desire to use a particular building for a meeting so provisions can be made for appropriate custodial or security service. The Association shall schedule its meetings to avoid conflict with school activities or previously scheduled meetings or events.

3.8 EQUIPMENT AND SUPPLY USE

The Association shall be permitted to use individual school equipment and all types of audio-visual equipment when such equipment is not otherwise in use. Supplies used by the Association for its activities shall be furnished or paid for by the Association.

3.9 PHONE

As a general practice, school phones shall not be used to transact Association business during work hours except that such phones may be used:

A. In emergency situations; and
B. During periods when Association officers are not engaged in schoolwork.

No long-distance phone calls shall be charged to Union Local School phones.

3.10 BULLETIN BOARDS

Individual Building Representatives of the Association shall have the use of an assigned bulletin board for Association business or announcements. The building representatives shall also be given the opportunity to make Association announcements at faculty meetings.

3.11 ASSOCIATION MEETING

A. Building meetings called by the Association shall not conflict with administrative-called meetings nor be scheduled during student class time.

B. No Association-related business shall be conducted during scheduled student-teacher, parent-teacher, or administrator-teacher conferences or other school functions or activities except as noted herein.

C. RELEASE TIME

The Association shall be provided one (l) hour of time for an opening day meeting.

3.12 PRIVILEGE OF OFFICE

A. The president of the Association or his/her designated official shall be permitted to visit schools. Upon his/her arrival, he/she shall notify the principal of his/her presence and purpose of the visit. Visits to discuss special problems must be arranged so as to not conflict with the certificated/licensed staff member's normal duties.

B. All Association-related business conducted by the Association president shall be conducted outside the normal school day 7:30 am to 2:45 pm for high/middle school; and 8:30 am to 3:45 pm elementary school except in emergencies, during the lunch period, planning period or before or after the school day; however, no certificated/licensed staff member shall be disturbed while conducting classes to transact any Association business.

3.13 ASSOCIATION LEAVE

A. A maximum of two Association members shall be granted Association leave, with pay, if elected to the Executive Committee or as a delegate to the OEA Representative Assembly. The leave shall not exceed three (3) school days per year and shall not exceed two Association members regardless of the number who may be elected. This leave must be requested at least two (2) days in advance and shall include the dates requested and place and function for which leave is requested.

B. Additionally, up to seven (7) days paid leave, in the aggregate, may be provided annually to the association for attendance at conferences, conventions, training or workshops. However, these seven (7) days shall be available only to those association members who have no association leadership experience.

C. Any certificated/licensed staff member elected to a state Association office that requires his/her full-time performance shall be granted an Association leave, without pay, for a period not exceeding two (2) school years.

ARTICLE IV

NEGOTIATIONS

4.1 PURPOSE

A. These negotiations are entered into between the Board and the Association for the purpose of establishing and setting forth, in writing, all matters pertaining to wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement.

B. Such negotiations shall also serve as an orderly manner agreeable to both the Board and Association to resolve and adjust misunderstandings and/or misinterpretations of the articles set forth herein as well as related matters concerning certificated/licensed staffmembers.

4.2 NEGOTIATIONS PROCEDURES

A. Discussion Teams

1. The Board, or designated representative(s) of the Board, will meet with representatives designated by the Association for the purpose of discussion and reaching mutually satisfactory understandings.

2. Each team, including consultants, shall be limited to seven (7) representatives.

3. All discussions shall be conducted exclusively between said teams. The parties may call upon professional and lay consultants to assist in all discussions. The expense of such consultants shall be paid by the party requesting them.

B. Requests for Negotiations

1. Upon request of either party for a meeting to open negotiations in accordance with Article IV, Section 4.1, a mutually accepted meeting date shall be set not more than fifteen (15) days following such request.

2. The initial requests for such a meeting shall be by letter from the superintendent to the president of the Association or from the president of the Association to the superintendent. The letter to initiate negotiations shall include the date of the writing, statement of purpose for the requested meeting, the name of the contact person for either the Board or the Association, and the signature and position of the sender of the letter.

3. Upon receipt of the letter, the receiving party shall respond with a letter to the representative of the sending party within five (5) calendar days. This letter shall include the date of writing, an acknowledgement of the receipt of the letter requesting the initial discussions, the name of the representative of the receiving party, and the position and signature of the sender of the letter.

C. Exchange of Information

Prior to and during the period of discussions, the Board and the Association agree to

make available to each other, upon written request, all regularly and routinely prepared information to aid in developing intelligent, accurate, and constructive proposals. Any copying costs shall be borne by the party requesting the material.

D. Submission of Issues

1. All initial proposals for negotiations shall be submitted in writing by both parties to representatives of the other party at the first meeting. Proposals submitted by the parties at the first meeting shall be complete. Each proposal shall fully set forth the language to which agreement is sought. No new proposal may be submitted by either party after its initial proposals have been submitted. This meeting shall not end until a second meeting date is mutually agreed upon and those items to be discussed at the second meeting are clarified.

2. No additional issues shall be submitted by either party following the first meeting, unless mutually agreed by the parties. The second meeting, and all the necessary subsequent meetings shall be called at times mutually agreed by the parties. Negotiation meetings shall be in closed sessions unless mutually agreed upon by both parties. Such meetings may take place during the school day.

E. Discussion Procedures

1. Designated representative(s) of the Board shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting a free exchange of facts, opinions, proposals and counter proposals in an effort to reach an understanding and agreement. Both parties agree to conduct such discussions in good faith and to deal openly and fairly with each other on all matters.

2. Following the initial meetings, as described in Section 4.2 D. l, such additional meetings shall be held, as the parties may require, to reach an understanding on the issue(s), or until an impasse is reached. Meetings shall not exceed three (3) hours unless the parties mutually agree to a longer period of time. No negotiation session shall conclude without an agreed upon time and place for the next subsequent meeting.

F. Good Faith

Good faith shall be defined as the obligation of the parties to deal openly and fairly with each other in a sincere effort to reach agreement upon the matters being negotiated.

G. Calendar

If agreement is not reached within sixty (60) calendar days, the unresolved issue(s) shall be submitted to mediation as described in Article IV, Section 4.22 to 4.24.

H. Protocol

No action to coerce or censor, or penalize any negotiating participant shall be made or implied by any other member as a result of participation in the negotiating

process.

I. Caucus

Upon request of either party, the negotiating meeting shall be recessed to permit the requesting party a period of time, not to exceed thirty (30) minutes, to caucus, unless extended time is mutually agreed upon.

J. Progress Reports

1. The parties agree that during the period of negotiations and prior to reaching an agreement to be submitted to the Board and the Association, comments on the proceedings of the negotiations shall not be made to the media unless such comments have first been given, in writing, to the other party.

2. Each team may release to the body it represents, reports which succinctly state major items being discussed and/or the general progress or lack of it, taking place in those discussions.

K. Reaching Agreement

As tentative agreement is reached on each issue, it shall be noted and initiated by each party. When consensus is reached covering the areas under negotiations, the proposed Master Agreement shall be reduced to writing as a tentative understanding and submitted to the Association and the Board for approval. The Master Agreement shall be binding on both the Board and Association once approval, by resolution, is granted by both parties. The Association and Board agree to abide by the terms of the Master Agreement. If ratification is withheld by either party, all tentative agreements shall be considered negated.

L. Resolving Differences

1. In the event an agreement is not reached after full consideration of proposals and counter proposals, either of the parties shall have the option of declaring impasse. Once a declaration of impasse has been made by either party, the Association and Board agree to utilize in good faith such mediatory facilities as are provided. Once impasse is declared by either party, the parties shall proceed to mediation through the use of the Federal Mediation and Conciliation Service or other mutually agreed upon neutral mediation service or mediator. All mediation shall be conducted under the rules and regulations of the selected mediation service or mediator. Any cost for the mediator or the services provided shall be shared equally by the parties.

2. The mediator shall be selected by the parties, or, if a mediation service is used, by the Federal Mediation and Conciliation Service or the other mutually agreed upon mediation service. The mediator shall be selected within seven (7) days from the last negotiating session. The mediator shall declare a meeting with the negotiating team.

3. The mediator shall have the right to hold subsequent meetings with individuals

deemed advisable in seeking to effect recommendations for resolving differences.

M. Advisory Arbitrator

1. If mediation does not result in an agreement, the parties shall request the services of the American Arbitration Association in appointing an advisory arbitrator. The advisory arbitrator shall have authority to hold hearings and to confer with any persons deemed advisable in seeking to effect recommendations for resolving the disagreement. Within thirty (30) days after receiving the matter(s) under dispute, the arbitrator shall report recommendations for settlement to the negotiation teams.

2. The recommendations of the advisory arbitrator shall be submitted to the negotiating teams for consideration. If agreement is not reached within five (5) days, or a mutually agreed upon date, the advisory arbitrator's report shall be submitted to the Board, superintendent, Association, and be made public through a joint news release.

3. The Association shall take formal action upon the recommendations of the advisory arbitrator within ten (10) days after the receipt of said recommendations.

4. The Board shall take action upon the recommendations of the advisory arbitrator at a special or regular meeting conducted after the Association's action, but not less than five (5) nor more than thirty (30) days after receipt of said recommendation. The expense of the advisory arbitration shall be shared equally by the Board and the Association.

N. Right to Strike

In the event the members of the negotiations teams are unable to reach agreement within ten (10) days of the expiration of the existing agreement, then the Association shall have the right to proceed in accordance with Section 4117.14(D)(2) and Section 4117.18(C) of the Ohio Revised Code.

O. The disagreement provisions negotiated in this conduct supersede the provisions of 4117 ORC.

ARTICLE V
GRIEVANCE

5.1 DEFINITIONS

A. A grievance is an alleged violation, misinterpretation, or misapplication of the written Master Agreement in effect between the Board and the Association.

B. A grievant shall mean a certificated/licensed staff member or group of certificated/licensed staff members or the Association alleging that some violation, misinterpretation, or misapplication of the aforementioned agreement has actually

occurred. A grievance alleged to be a "group" grievance shall have arisen out of similar circumstances affecting each member of said group.

C. The Association may file a grievance on behalf of an individual or on behalf of a group of certificated/licensed staff members in one school.

D. Days are defined as working days exclusive of negotiated holidays. During the summer break such "days" shall mean weekdays, Monday through Friday, excluding holidays.

E. As used hereunder the words building principal, immediate supervisor and superintendent shall be deemed to include such person's designee.

5.2 NO REPRISAL

The grievant shall receive fair and prompt treatment without fear of reprisal. All proceedings shall be handled in a confidential manner in accordance with these provisions.

5.3 TIMELINES

A. Lack of adherence to time limits at any level by the grievant shall result in a waiver of the right to proceed.

B. Lack of adherence to find limits at any level by the administration shall result in an automatic granting of the remedy sought.

5.4 ELECTION OF REMEDIES

Grievant shall not be denied his/her legal rights under the law. However, upon the filing of a complaint by the grievant or on the grievant's behalf, if any court of competent jurisdiction demanding relief upon a matter which is the subject of a pending grievance, such filing shall be deemed a waiver of the rights granted herein and the grievance shall be dismissed.

5.5 ARCHIVE

Copies of the documents pertaining to a grievance which has been filed shall be placed only in confidential files of the treasurer of the Board and the president of the Association. The treasurer shall make these available only to the members of the Board of Education, the superintendent, and by court order. All proceedings shall be destroyed after seven (7) years.

5.6 REPRESENTATION

No grievance may be represented by any certificated/licensed staff member organization other than the Association in any grievance procedure initiated pursuant to this procedure. No grievance shall be submitted to arbitration without the consent of the Association.

5.7 LEGAL ADVICE

No grievant shall be denied the right to legal advice and/or counsel in any of the levels of the procedure but may have a full-time certificate/licensed staff member accompany

him/her as a witness at Level One.

5.8 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without prejudice or record, subject to the limitations herein.

5.9 GRIEVANCE DECISIONS

Copies of all written decisions of grievances shall be sent to all parties involved, the Association president, the aggrieved, the treasurer, and the appropriate administrator.

5.10 FORMS

Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office and through designated officials of the Association.

5.11 PROCEDURE

A. Level One - Informal

Any certificated/licensed staff member with a problem must have privately discussed this problem first with the principal or his/her designee before a grievance shall be filed. The problem shall have been discussed within twenty (20) days after the alleged grievance occurred.

B. Level Two - Formal

1. If the informal discussion does not resolve the grievance to the satisfaction of the certificated/licensed staff member, such certificated/licensed staff member shall have the right to lodge a written grievance with the Superintendent or the Superintendent's secretary. If such a grievance is not lodged within five (5) days following the discussion at Level One, the grievance shall no longer exist.

2. The written grievance shall be on a standard form supplied by the Board of Education and shall contain a concise statement of the facts upon which the grievance is based, and a reference to the specific provisions of the written agreement allegedly violated, misinterpreted, or misapplied, and the relief sought.

3. The certificated/licensed staff member shall have a right to request a hearing before the superintendent.

4. Such hearing shall be conducted within five (5) days after the receipt of such request.

5. The aggrieved certificated/licensed staff member and the president of the Association shall be advised in writing of the time, place and date of such hearing.

6. The Superintendent shall take action on the written grievance within five (5) days after the receipt of said grievance, or, if a hearing is requested, within five (5) days after the conclusion of said hearing.

7. The action taken and the reasons for the action shall be reduced to writing and copies sent to the certificated/licensed staff member, the treasurer of the Board of Education, and the president of the Association.

C. Level Three - Formal

1. If the aggrieved certificated/licensed staff member is not satisfied with the disposition at Level Two, he may request the issue be submitted to the Board's Grievance Committee within five (5) days after the receipt of the written notice of the action taken by the Superintendent.

2. Failure to file such an appeal within five (5) days from receipt of the written notice of the superintendent's action on said grievance shall be deemed a waiver of the right to appeal.

3. Upon request, a hearing shall be conducted by the Board Committee within ten (10) days after the receipt of the request.

4. The aggrieved certificated/licensed staff member and the president of the Association shall be advised, in writing, of the time, place and date of the hearing.

5. The Board Committee shall take action on the appeal of the grievance within ten (10) days after receipt of the appeal, or, if a hearing is requested, ten (10) days after the conclusion of such hearing.

6. The action taken and the reasons for the action shall be reduced to writing and copies sent to the certificated/licensed staff member, the treasurer of the Board, and the president of the Association.

D. Level Four - Formal

1. If the aggrieved certificated/licensed staff member is not satisfied with the disposition at Level Three, he/she may request that the issue be jointly submitted to arbitration by the aggrieved and the Board of Education Grievance Committee within five (5) days after receipt of the written notice of the action taken by the Board's Grievance Committee.

2. The matter will be submitted to an arbitrator within ten (10) days after the request. The arbitrator shall be selected from the American Arbitration Association by their voluntary rules and regulations.

3. The arbitrator shall have authority to hold hearings and to confer with any persons deemed advisable in seeking to effect recommendations for resolving the disagreement. Within thirty (30) days after receiving the matter(s) under dispute, the arbitrator shall submit a written decision to the parties.

4. The arbitrator shall submit his/her decision and recommendations to the Association and the treasurer of the Board of Education. His/her decision shall be final and binding upon the parties. The said decision shall be issued within thirty (30) days of the close of the arbitration hearing.

5. The cost of the arbitrator's services shall be paid by the loser. In the case of a split decision, the arbitrator shall determine who shall be the "loser" or that the cost shall be shared equally by the Board and the Association.

ARTICLE VI
COMPENSATION

6.1 BASE SALARY

For the 2025-2026 school year, the base salary will increase 1%

For the 2026-2027 school year, the base salary will increase 1%

A. The salary schedules agreed to shall remain in effect for the duration of the contract.

B. The columns on the salary schedule will not be frozen for the duration of the contract.

C. MA Plus 30 shall mean 30 additional semester hours earned from an accredited institution after receiving a master's degree, contact hours and CEUs do not apply or count.

D. Additionally, if the district receives a rating of "Excellence" of "Excellent with Distinction", the Board will distribute equally among bargaining unit members eighty percent (80%) of the amount awarded by the State as appropriated in HB153.

Please refer to Appendix C for Salary Index and Salary Schedule.

6.2 HOME TUTORING/OTHER INSTRUCTION TIME

A. Rate - The rate shall be equal to the hourly rate per the 0 step on the base salary schedule.

B. Calculation - The calculation shall be the base salary divided by 184 days at (7) hours per day.

6.3 GRADUATE AND OTHER STIPENDS

A. The Board agrees to provide educational incentive funds for qualified certificated/licensed staff members in an amount up to twenty thousand dollars ($20,000.00) each year during the term of this Master Agreement.

B. The funds will be applied towards graduate courses taken during the year (July I - June 30) and paid the following September for those certificated/licensed staff members returning for the next school year. To be eligible, the graduate courses must

be taken in the certificated/licensed member's field of certification/license or related to educational development.

C. Payments will be prorated on the basis of total semester hours reimbursable.

D. Collection Process

Each qualified certificated/licensed staff member seeking an educational incentive must complete the Graduate Stipend Application to which a copy of a grade slip and fee receipt showing the number of hours earned must be attached.

E. National Board Certification Stipend

Starting with school year 2025-2026, a National Board Certified Teacher (NBCT) Stipend in the amount of two thousand dollars ($2,000) shall be created and paid to teachers with National Board Certification. It shall be paid at the end of the budget year in a lump sum. There shall be a total cap on the number of National Board Certification Stipends of ten thousand dollars ($10,000) in any given year. If there are more than five (5) qualifying teachers, the total capped amount shall be distributed evenly between them. The NBCT stipend shall be paid to the teacher in the first school year after the certification was obtained and every subsequent school year thereafter as long as the certification is maintained in good standing.

F. Doctoral Degree Stipend

Starting with school year 2025-2026, a Doctoral Degree Stipend in the amount of two thousand dollars ($2,000) shall be created and paid to teachers with doctoral degrees in education. It shall be paid at the end of the budget year in a lump sum. There shall be a total cap on the number of Doctoral Degree Stipends of ten thousand dollars ($10,000) in any given year. If there are more than five (5) qualifying teachers, the total capped amount shall be distributed evenly between them.

6.4 SUPPLEMENTARY SERVICE SCHEDULE POSITION CLASSIFICATION AND RATES

A. Salary Calculation-the salary for each supplement service position shall be calculated by multiplying the figure for the 0 step of the base salary with an addition of a salary step of 1% (one percent) at the Fifth (5^{th}) year.

B. Additions to the supplemental schedule-new positions may be created by the Board, however for such positions shall be negotiated by the Board and the Association.

C. Supplemental contracts will be issued for one year and automatically terminated on June 30^{th}.

ARTICLE VII

BENEFITS

7.1 ELIGIBILITY

A. In order to be eligible for insurance, an employee must be contracted for at least thirty (30) hours per week.

B. Any teacher, who as of July l, 2011, was contracted for less than thirty (30) hours per week and participated in the insurance programs, shall be allowed to continue his/her participation.

C. All certificated/licensed staff members hired between April l, 1984, and July l, 2011, for less than four hundred twenty-five (425) minutes per day shall be entitled to the following:

215 minutes to 315 minutes = 50 %
315 minutes to 425 minutes = 75%
425 minutes = 90%

D. All certificated/licensed staff members employed for less than four hundred twenty-five (425) minutes per day between April 1, 1984, and July 1, 2011, shall be eligible for the same insurance benefits received by certificated/licensed staff members employed for four hundred twenty-five (425) minutes. Employees may not be paid cash in lieu of insurance benefits.

Coverage Overview: See Plan Booklet for more detailed coverage information.

7.2 MEDICAL

A. The Board will pay 90% of the premium and the employee will pay 10%.

B. Stark County Schools Council

The Board of Education may fully meet its obligations to provide health care benefits and services under this collective bargaining agreement by participating in the health benefits program of the Stark County School Council (COG). The Board shall provide health, dental, vision, and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider -Doctors/Hospitals

l. The parties agree that one or more Preferred Provider Organizations (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Government (COG) Health Insurance Program. Anyone, as of August 1, 2009, who has the traditional Mutual Health Program instead of the PPO, may continue such participation.

2. The selection of the PPO(s), the types of benefits/programs, or any changes

therein, shall be mutually determined by the representative of the COG and the Stark County OEA office representative.

D. Preferred Provider — Prescription Drugs

The Board shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following:

1. The program will be available to employees and their dependents who have "primary" coverage under the District's insurance.

2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be directly billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

3. The deductible will be waived.

4. The list of covered expenses shall be agreed upon by the COG and the Stark County OEA office representative.

5. Mail order prescription: Mail order must be used for maintenance drugs in order for the insurance provisions to apply.

6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

E. Well Baby Care: $1,000.00

F. Diabetic Management Program: Will be part of all PPO programs.

G. Early Retirement Incentive

Health Insurance Benefits shall be provided to employees who participate in an ERI for the period between the effective ERI date and the retirement insurance eligibility date with STRS providing the participant pays 100% of the Board cost one (1) month in advance.

H. Please refer to Appendix D for medical benefit specifications.

I. Life Insurance

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $40,000. The Board will pay 100% of the term life and accidental death and dismemberment premium.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $50,000 coverage in addition to Board paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of life insurance reduces by

50% at age 65. The specific terms of the policy are contained in the life insurance contract.

K. Dental Insurance

The Board shall provide dental coverage and pay 90% of the premium.

Please refer to Appendix E for dental benefit specifications.

L. Section 125 — Tax Shelter

Tax Sheltering of the individual's contribution for health costs, unreimbursed medical expenses, and dependent coverage will be provided, under IRS Section 125.

M. Vision

The Board shall purchase through a carrier licensed by the State of Ohio, employee and family Vision Insurance equal to or exceeding the specifications below. The Board shall pay 90% of the cost of this program.

Please refer to Appendix F for vision benefit specifications.

7.3 STRS PICK-UP

The Board herewith agrees with the Association to pick-up utilizing the salary reduction method contributions to the State Teachers Retirement System paid upon behalf of the certificated/licensed staff members in the bargaining unit under the following terms and conditions:

A. The amount to be "picked-up" on behalf of each certificated/licensed staff member shall be fourteen percent (14%) effective July 1, 2016, in accordance with the implementation schedule for the increases set forth by State Teachers Retirement System of Ohio.

B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

C. The pick-up shall become effective January 1985, and shall apply to all compensation including supplemental earnings thereafter.

D. The parties agree that should the rules and regulations of the IRS, or retirement system change making this procedure unworkable, the parties agree to return, without penalty, to the former method of certificated/licensed staff member/employer contributions.

E. Payment for all paid leaves, sick leave, personal leave, severance and supplementals including unemployment and worker's compensation, shall be based on the certificated/licensed staff member's daily gross pay prior to reduction (e.g., gross pay divided by the number of days in a certificated/licensed staff member's contract).

ARTICLE VIII
PAYROLL

8.1 SEVERANCE PAY

A. The Board shall grant any certificated/licensed staff member who elects to receive retirement from the Ohio State Teachers Retirement System severance payments equal to thirty percent (30%) up to 300 days of accumulated sick leave not to exceed 90 days (30% of 300 = 90), provided such certificated/licensed staff member has been continuously employed by Union Local for nine (9) years. Severance payments will be paid in July following retirement, after the certificated/licensed staff member presents his or her first retirement check to the school board's treasurer. This provision will not apply to any certificated/licensed staff member who retires prior to January 31.

B. Any certificated/licensed staff member who meets the above requirements and who has accumulated the required number of years of service for full retirement benefits with the State Teachers Retirement System and who also has twenty-five (25) of those years with the Union Local School District, shall receive severance payments equal to forty percent (40%) up to 300 days of accumulated sick leave not to exceed one hundred 120 days (40% of300=120).

C. If a certificated/licensed staff member dies after acquiring 25 years of service in Union Local School District or after having applied for either service or disability retirement under STRS, and if the certificated/licensed staff member meets the requirements of section 8.1 (A & B), then that certificated/licensed staff member's estate shall be paid the severance provided for in this article.

D. The Board shall track the accumulation of sick days beyond the maximum for severance pay. For certificated/licensed staff members who retire with a total of more than three hundred (300) accumulated sick days, the Board will pay a stipend of two thousand dollars ($2,000) on the last paycheck.

8.2 PAY PERIODS

A. Paydays

Certificated/licensed staff members shall be paid in twenty-six (26) payments on alternate Fridays per the Board-adopted schedule. When school is not in session, checks will be mailed to certificated/licensed staff members. Certificated/licensed staff members may request their checks to be held for pick up in the treasurer's office. If due to emergency conditions school is canceled on a payday, paychecks will be distributed on the following Monday. If school is going to be closed due to an emergency for three (3) or more days, every effort will be made to distribute checks by mail as soon as possible.

Supplementals shall be paid upon completion of duties. Electronic Fund Transfer (EFT) is required to be established for all employees for the purpose of payroll.

B. Professional Dues

A signed authorization form for each certificated/licensed staff member desiring dues check-off shall be filed with the treasurer of the Board of Education by October 1st of each year. Deduction can be initiated for those certificated/licensed staff members hired after October 1 of each year, through the second paycheck after employment. Subsequent deductions will be in equal installments for the remainder of the pay period. Authorization for dues check-off shall be for the entire year and shall continue in effect until such time as it is revoked by the certificated/licensed staff member. Revocation shall take effect at the end of the deduction period. All deductions for professional dues will be in eleven (11) equal monthly installments (with a small variation during the first month). The monthly deduction amount will be divided equally (with a small variation depending upon the monthly deduction) between the first and second pay of each month beginning with the first pay of October of each year. The Association agrees to give the treasurer of the Union Local School District a copy of all certificated/licensed staff members on payroll deduction and the amount to be deducted by October 1st of each year. A warranty shall be provided to the treasurer of the Union Local Education Association on the second pay of each month for the deductions made during that month.

8.3 FAIR SHARE FEE
(Article 8.3 suspended until it is deemed legal by further court/legislative action.)

A. Payroll Deduction of Fair Share Fee

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

B. Notification of the Amount of Fair Share Fee

Notice of the amount of the annual fair share fee, which shall not be more than 100% of the unified dues of the Association, shall be transmitted by the Association to the treasurer of the Board on or about September 15 of each year during the term of this contract for the purpose of determining amounts to be payroll-deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

C. Schedule of Fair Share Fee Deductions

1. All Fair Share Fee Payers

Payroll deduction of such fair share fees shall commence on the first pay date which occurs on or after January 15 annually. In the case of bargaining unit certificated/licensed staff members hired after the beginning of the school year, the payroll deduction shall commence on the first pay date on or after the later of:

a. 60 days in a bargaining unit position (which shall be the required

probationary period).

b. January 15.

2. The deduction of the fair share fee by the treasurer of the Board from the payroll check of the certificated/licensed staff member and its payment to the Association after the grace period shall be automatic and does not require the written authorization of the certificated/licensed staff member. The fee deductions shall be made on the same payroll days that Association dues are deducted. The obligation of the Board to deduct the fee shall cease upon the removal of the certificated/licensed staff member from the Board's active payroll for any reason. Certificated/licensed staff members hired after the beginning of the school year shall be obligated for a pro rata portion of the fair share fees after the grace period. Such fee shall be deducted from the remaining paychecks which are subject to payroll deduction of dues and fees, to the extent funds are available in such paycheck(s). If dues deduction payroll checks have already occurred for the year, the certificated/licensed staff member shall be obligated to the Association for the fees and the treasurer shall have no obligation to make the deduction.

3. Upon Termination of Membership During the School Year

The treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the deduction of the fair share fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual fair share fee less the amount previously paid through payroll deduction.

D. Transmittal of Deductions

The Board further agrees to accompany each such transmittal with a list of the names of the certificated/licensed staff members for whom all such fair share fee deductions were made, the period covered, and the amounts deducted for each.

E. Procedure for Rebate

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

F. Entitlement to Rebate

Upon timely demand, nonmembers may apply to the Association for an advance reduction/rebate of the third share fee pursuant to the internal procedure adopted by the Association.

G. Religious Exemption

Any exemptions made to this procedure because of a bona fide religious belief shall be made pursuant to Ohio Revised Code 4117.09(C).

H. Indemnification of Employer

The Association, on behalf of itself and the OEA and NEA, agrees to indemnify the Board for any cost or liability incurred as a result of the implementation and enforcement of this provision provided that:

1. The Board shall give a ten (10) day written notice of any claim made or action filed against the employer by a nonmember for which indemnification may be claimed.

2. The Association shall reserve the right to designate counsel to represent and defend the employer.

3. The Board agrees to (l) give full and complete cooperation and assistance to the Association and its counsel at all levels of the proceeding, (2) permit the Association or its affiliates to intervene as a party if it so desires, and/or (3) to not oppose the Association or its affiliates application to file briefs amicus curiae in the action.

4. The Board acted in good faith compliance with the fair share fee provision of this 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 fair share fee provision herein.

8.4 SUBSTITUTES

A. Certificated/Licensed staff members Replacement - The Board shall continue to make every effort to employ properly certified certificated/licensed staff members to fill in during the absence of any certificated/licensed staff member.

B. In the event that regular or special certificated/licensed staff members, i.e., classroom, physical education, music and art teachers are absent, the administration shall make every reasonable effort to secure a substitute certificated/licensed staff member.

C. If a certificated/licensed staff member changes his or her daily routine to fill in for the absent certificated/licensed staff member, he or she shall be compensated at the rate of twenty dollars ($20.00) per period. Substitutes will be paid bi-weekly based upon approved timesheets being submitted by the staff member. Building principals will communicate substitution opportunities to certificated/licensed staff members in the building. Certificated/licensed staff members interested in the substitution duty shall respond to the building principal. The building principal will assign the duty on a rotating basis to one of the interested staff members so long as the staff member has availability at the time of the duty and staff member's schedule can accommodate. If no certificated/licensed staff member volunteers for the substitution opportunity, the principal will assign a staff member.

D. It is understood that this policy shall not apply to the reduction of certificated/licensed staff members due to financial conditions.

E. Such service shall be reported on forms provided by the treasurer and approved by the building principal.

F. Substitutes employed in the same position on a long-term basis (60 or more days) shall be issued a one (1) year non-renewal contract. Such contract shall automatically expire on the date specified therein without further action by the Board or superintendent. A long-term substitute may be hired on subsequent long-term substitute contracts which will expire as provided herein.

G. Should a substitute described above be subsequently employed by the Board, other than as a substitute, on a regular limited contract, he/she shall be granted the contract sequence which most closely represents the teacher's experience in the Union Local School District.

H. In order to effectively address the instructional time lost during a licensed staff member's absence a replacement substitute shall be paid the minimum of the average per diem rate of the remaining Belmont County schools.

ARTICLE IV
EMPLOYMENT

9.1 INSTRUCTIONAL STAFF CONTRACTS-DURATION

A. All certificated/licensed staff members in the school district, including Title I certificated/licensed staff members, who do not qualify for a continuing contract, shall receive limited contracts in the following order if employed by the Union local Board:

First Year -	Limited contract for one (l) year
Second -	Year- Limited contract for one (l) year
Third Year –	Limited contract for one (1) or two (2) year
Fifth Year -	Limited contract for three (3) years

B. Every contract thereafter shall be for three (3) years until continuing status has been attained.

C. The local superintendent reserves the right to recommend to the Board a multiple-year contract to any certificated/licensed staff member new to the district who has had prior teaching experience.

D. The local superintendent has the option to recommend to the local Board a contract for a shorter time than specified, when through the evaluation process it has been determined that there is a need for improvement on the part of the certificated/licensed staff member.

E. All contract recommendations by the local superintendent are subject to the approval

of the local Board of Education.

9.2 NONRENEWAL/DISMISSAL OF CERTIFICATED STAFF MEMBER

A. Termination

Termination of a certificated/licensed staff member's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.

B. Nonrenewal

Nonrenewal of a limited contract shall be in accordance with the provisions of this Article.

C. After a period of two (2) years continuous employment in the district, nonrenewal of a certificated/licensed staff member's limited contract shall be due to a certificated/licensed staff member's lack of ability or low degree of professional competency or other good and just cause. Employees with less than two (2) continuous years of employment are not subject to this provision. However, if a staff member is issued a third consecutive one-year contract the employee is not subject to this provision.

D. Fair Dismissal Procedure

1. Prior warning shall be made in writing and recommendations for improvement and assistance as provided in the evaluation procedure shall be given to the certificated/licensed staff member by the administration before recommending dismissal to the Board.

2. After a period of two years or (three (3) years if granted a third consecutive one year contract) continuous employment in the district, the grounds for recommendation for nonrenewal by the superintendent for limited contract certificated/licensed staff members shall be defined and given to the certificated/licensed staff member in writing at least ten (10) days prior to notification of the Board's intent.

3. A certificated/licensed staff member so notified shall have the opportunity to appear before the Board to respond to the allegations prior to official Board action. Such hearing shall be held in executive session and the certificated/licensed staff member shall be afforded the rights allowed by law and this Master Agreement.

4. This policy shall not be construed to limit any professional or legal rights of the Board or certificated/licensed staff member involved in obtaining due process.

E. A nonrenewal may be appealed to arbitration if the nonrenewal is the result of an alleged violation, misinterpretation, or misapplication of the written Master Agreement in effect between the Board and the Association. Any such appeal shall be made pursuant to Article VIII Grievance Procedure, Level Five (e) 2-5.

9.3 RESIGNATIONS

A. Mid-Term Resignations

1. It is not mandatory that the superintendent and Board of Education honor a mid-term resignation.

2. A mid-term resignation may be honored providing the result of such resignation is not detrimental to the students affected by such a move.

B. End of Year Resignation

1. A certificated/licensed staff member who does not plan to return the next school year shall submit his/her resignation to the superintendent as soon as possible.

2. A certificated/licensed staff member may terminate his/her contract with the Board of Education at the close of any school year on or before July 10.

3. The Board is not obligated to honor resignations after July 10 until a suitable replacement is identified.

9.4 TRANSFER OF CERTIFICATED/LICENSED STAFF MEMBERS

A. Legal Authority

The Union Local superintendent may exercise his duty to direct and assign certificated/licensed staff members in accordance with Section 3319.01, Ohio Revised Code.

B. The Union Local superintendent shall recommend, in writing, the assignment and/or transfer of Union Local certificated/licensed staff member(s) to the Union Local Board of Education.

C. Definitions

1. Transfer - Movement of a certificated/licensed staff member from one building of the Union Local Schools to another.

2. Assignment - Specification for the certificated/licensed staff member of the courses, grade levels, sections, or classes within a building which he/she shall teach according to his/her certification/license.

3. Voluntary Transfer - Employed certificated/licensed staff members, appropriately certificated/licensed, can make known their interest in changing positions when made aware of such opening through job advertisement or annually by notifying the local superintendent by May 15th.

a. Application for transfer/reassignment shall be made on printed forms which shall be available through the building principal and shall be forwarded directly to the Association president who will review and

forward to the local superintendent.

b. If such a request is not recommended by the local superintendent, such shall notify the certificated/licensed staff member in writing or by means of a conference.

4. Involuntary Transfer - Involuntary transfer/assignment of certificated/licensed staff members may be necessary in the best interest of the school district. When the local superintendent decides that an involuntary transfer/ assignment should be recommended, the local superintendent or his/her designee shall discuss the transfer/assignment with the certificated/licensed staff member(s) involved. The certificated/licensed staff member may request written reasons for the involuntary transfer/assignment and such request shall be granted. Involuntary transfers/ assignments shall not be used for punitive or disciplinary reasons.

D. Considerations

1. The factors which will be considered by the local superintendent when recommending the filling of vacancies by voluntary or involuntary transfer/assignment may include special skills related to the position, length of service to the Union Local School District, experience level, administrative evaluation, and other factors determined by the nature of the position.

2. Ability and appropriate certification/license shall be assumed criteria.

3. The determination of ability and the final decision on the transfer/assignment based on the above factors shall be vested with the superintendent.

E. Assignment

Certificated/licensed staff members are encouraged to make known to their principal their desires with regard to assignment within their building. Upon the recommendation of the principal, the local superintendent will recommend assignment of certificated/licensed staff members, taking into account the efficient operation of educational programs, the best interests of the children and the professional growth of the certificated/licensed staff members. The superintendent retains his/her discretion to make reassignments of teachers in the Union Local School District. A teacher involuntarily reassigned may request a conference with the superintendent to discuss the reasons for the reassignment, and those reasons will be explained by the superintendent to the teacher. The teacher may be accompanied by an Association representative who shall not participate in the conference.

9.5 JOB ADVERTISEMENT

A. Vacancies

1. For a period often (10) days following the creation of a vacancy, all vacancies shall be advertised to existing ULEA membership. The position will be awarded to the ULEA member with the most seniority, except in cases in which another bidder with less seniority has qualifications more tailored to the specific subject

area. This determination will be made by a committee of administrators and ULEA members appointed by the ULEA president. The final decision regarding whether an individual is recommended to fill the vacant position shall be in the sole discretion of the superintendent.

2. Any ULEA member that is qualified (as defined by Ohio Department of Education) and is the most senior of those applying, shall be offered the opportunity to fill the vacant position provided:

   a. Must be rated "skilled" or above on their most recent Classroom Observation portion of their annual evaluation.

   b. Not currently serving under a Plan of Improvement.

3. All regular and supplemental duty positions, whether they be newly created positions, or a position vacated through transfer, retirement, resignation or termination of a certificated/licensed staff member, shall be posted in the main office of each building for a period of not less than five (5) workdays with a copy of the same notice to be sent to the Association president. After a transfer as referenced above is completed, the vacancy created by said transfer, if any exists, shall be posted for bids in accordance with this article. Any other vacancies created by such a transfer are not subject to the provisions of this article. However, positions that are excluded from this Agreement by the provisions of Article I are not subject to the bid provisions hereof. Notwithstanding anything herein to the contrary, the terms hereof shall not in any way restrict the right of the Board to employ whomever it chooses for the positions excluded from the bargaining under Article I.

4. Postings during the school year will be done by internal posting.

5. Within the specified posting time, any certificated/licensed staff member with the necessary qualifications may make an application for such advertised positions to the superintendent.

6. If such positions become available during any vacation period, notice will be given by email and all call systems. Five (5) workdays shall be calculated from the date of the posting.

7. No vacancy shall be filled until the notice has been posted including the use of the Emergency Call System for five (5) days.

8. Advertisements of teaching openings shall specify the building in which the opening is located, and the certificate/license required.

9. All applicants hereunder shall be interviewed by the superintendent or his designee before a recommendation is made for filling the vacancy. Seniority, qualifications, and previous experience of internal applicants shall be considered before any recommendation is made for employment to an outside applicant.

B. Emergency Hiring After July 1

If a vacancy becomes open or available during the time period from July I through the first day of school, the provisions of Article 9.5 A (6) shall be set aside and the Board or their designee shall have the right to use the emergency call system to post the vacant positions(s).

9.6 POSSIBLE RE-EMPLOYMENT OF RETIREES

A. Upon submission of retirement by a bargaining unit member, the Board shall offer the retiree a limited teaching contract of up to three (3) years provided that the certified/licensed staff member has received a holistic evaluation rating of "Skilled" or "Accomplished" on their most recent annual evaluation. The retiree shall be granted the same position and assignment held immediately prior to their actual retirement.

B. A Retiree shall be paid at the Masters (10 years) salary step level regardless of training and years in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.

C. A Retiree shall receive a limited teaching contract of up to three (3) years which shall expire automatically at the end of its stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through subsequent one (1) year limited contracts shall be at the election of the Board of Education upon the recommendation of the Superintendent. The requirements of Section 12 of the Negotiated Agreement shall not apply to Retiree limited contracts. A Retiree is not eligible for a continuing teacher contract regardless of years of employment as a retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. section 3319.111.

D. A Retiree shall accumulate and may use sick leave in accordance with Article XIII of the Negotiated Agreement but shall not be entitled to severance pay under Article VIII of the Negotiated Agreement upon conclusion of employment as a Retiree. A Retiree of the Union Local School District may elect to hold up to ten (10) accumulated sick days earned prior to retirement and carry them over into the retire-rehire limited contract. These additional ten (10) days shall not be paid out as part of a severance payment under Article VIII.

E. A Retiree shall not accumulate seniority in the bargaining unit.

F. In case of a layoff, a retiree shall be first laid off.

G. The Board shall pay the employer's portion of insurance for reemployed retirees filling positions that are otherwise entitled to insurance.

H. Sections 9.6 B through 9.6 G shall apply to all Retirees, whether the retirement was from Union Local, another school system in the State of Ohio or from a school system in any other state.

I. For certified/licensed staff members who retire at the end of the 2025-26 or 2026-27 school year, the Board shall offer the retiree a two-year (2) limited contract, provided that the certified/licensed staff member has received a holistic evaluation rating of "Skilled" or "Accomplished" on their most recent annual evaluation. This offer shall expire on June 1, 2027.

ARTICLE X
FAIR TREATMENT

10.1 PERSONNEL FILE

A. The Board will maintain only one official personnel file for each certificated/licensed staff member in the central administrative office. Such files shall be secure and treated as confidential to the extent allowed by law. Administrators employed by the Board or Association representatives may review the contents of personnel files.

B. All documents in a certificated/licensed staff member's personnel file will be signed, dated, and identified as to source. No disciplinary material may be placed in the file without the prior knowledge of the certificated/licensed staff member as evidenced by the certificated/licensed staff member's signature. Such signature does not evidence agreement with the material. All material contained in the file must be reasonably related to the employment of the certificated/licensed staff member in the district.

C. A certificated/licensed staff member shall have the right, upon request, to review the contents of his/her personnel file within one working day of such request. He/she may request and receive a copy of any document(s) contained therein provided the cost of copying such documents is borne by the individual making such request. Certificated/licensed staff members shall be notified in writing by the superintendent or his/her designee and given the opportunity to be present when anyone other than the above-mentioned review the file.

D. It is the responsibility of each certificated/licensed staff member to review his/her personnel file regularly. If a certificated/licensed staff member feels that any material contained therein does not fairly represent his/her conduct, service, character, or personality as a Union Local certificated/licensed staff member, he/she may request, in writing, to the superintendent that such material be removed.

E. The superintendent shall discuss the questioned material with the certificated/licensed staff member before deciding its disposition.

F. If the certificated/licensed staff member objects to the superintendent's final decision on the disposition of the material in question, he/she may reduce such objections to writing for placement in his/her personnel file.

G. This section of the agreement shall not limit and/or waive the rights accorded to the certificated/licensed staff members by Chapter 1347 of the Ohio Revised Code and any amendments thereto.

10.2 RIGHTS TO REPRESENTATIVE

Any certificated/licensed staff member may be represented by counsel or an Association representative during any disciplinary conference with the Board, superintendent or other administrative personnel. Such right does not extend to normal administrative conferences conducted with a certificated/licensed staff member for purposes such as seeking information, clarifying administrative/Board positions or evaluating personnel. During such conferences, supervision shall be provided for the class(es) of the certificated/licensed staff member.

10.3 COMPLAINT AGAINST A CERTIFICATED/LICENSED STAFF MEMBER

The administration may commence an investigation as to the authenticity of any information related to a complaint. No complaint will be placed in the main personnel file of a certificated/licensed staff member unless:

A. A conference was held including the complainant, the certificated/licensed staff member, and the principal or immediate supervisor of the certificated/licensed staff member. Due to the nature of the complaint, the complainant may request (at the complainant's discretion) that the complainant not be required to meet directly with the certificated/licensed staff member. In such instances, the principal or immediate supervisor will hold separate conferences with the complainant and the certified/licensed staff member. If separate conferences occur, the principal or immediate supervisor will provide the certified/licensed staff member an opportunity to respond to all complaints raised by the complainant. The principal or immediate supervisor shall relate the name of the complainant and the nature of the complaint to the certified/licensed staff member after the separate conferences. Certified/licensed staff members shall have the right to union representation at such conferences.

B. The findings and resolution, if any, of the aforementioned conference have been reduced to writing by the principal or the immediate supervisor and initiated by the certificated/licensed staff member.

C. In the event a record of the conference held between the complainant, certificated/licensed staff member and immediate supervisor is filed in the certificated/licensed staff member's personnel file, a certificated/licensed staff member shall be notified in writing and be given an opportunity to write a rebuttal to such record for placement in the personnel file.

D. No complaint will be heard by the Board of Education until the above procedures have been followed. If a complaint is lodged with the Board about a certificated/licensed staff member, the complaint will be heard in executive session. If the complainant appears without notice at a Board meeting, the complainant shall be heard in executive session and later the Board shall schedule a new meeting in order to give the certificated/licensed staff member an opportunity to be present and heard.

E. Complaints against certificated/licensed staff members shall remain in the file no longer than four (4) school years.

10.4 CLASSROOM VISITATIONS

All classroom visitations or interruptions by individuals other than certificated/licensed staff members, the superintendent, or the building principal must be authorized by the building principal and certificated/licensed staff member. Certificated/licensed staff members shall notify the building principal immediately if such an interruption of classroom visit occurs.

10.5 ACCESS TO SUPERINTENDENT

Nothing in this Master Agreement shall prohibit any certificated/licensed staff member from presenting his/her own views to the superintendent. However, certificated/licensed staff members are encouraged to express their concerns at the lowest appropriate administrative level.

10.6 ACCESS OF BOARD OF EDUCATION

Any certificated/licensed staff member shall have the right to talk with individual Board members or with the Board itself, provided that access to the Board as a body shall not be available if:

A. The subject is one that is grievable.
B. The subject matter is one that should be handled through school administration channels.
C. The subject matter is not placed on the agenda.

10.7 JUST CAUSE AND PROGRESSIVE DISCIPLINE

Certificated/licensed staff members shall be treated fairly and equally to the extent possible. Certificated/licensed staff members will not be disciplined, other than termination, except for just cause.

A. Progressive Discipline

The principles of progressive discipline will be followed with respect to incidents warranting disciplinary action. Based upon the severity of the situation, incident(s), or offense, disciplinary action may warrant deviation from the following progressive discipline procedural order.

1. Informal Verbal Warning - It is expected that most incidents will be disposed of by an informal verbal warning without formal disciplinary action. No record of informal verbal warnings shall be included in a certified/licensed staff member's personnel file.

2. Formal Discipline

   a. First Step – Verbal reprimand, with oral directives to correct problematic behavior.

   b. Second Step – Written reprimand, with written directives to correct problematic behavior.

c. Third Step – Suspension – The Superintendent may suspend a certified/licensed staff member up to ten (10) days with or without pay, with written directives to correct problematic behavior.

d. Fourth Step – Termination – Termination shall occur in accordance with Sections 3319.16 and 3319.161 of the Ohio Revised Code, and not subject to the grievance procedure.

B. Under no circumstances shall an informal verbal warning or the issuance of a verbal reprimand be subject to the grievance procedure.

C. Prior to the imposition of any written reprimand, suspension, or termination, a conference will be held with the certified/licensed staff member. Following the conference, the certified/licensed staff member shall be advised in writing of the discipline imposed, if any.

D. A certified/licensed staff member may request the presence of an Association representative at any conference with an administrator which the certified/licensed staff member believes may result in discipline. When such request is made, the conference shall not proceed until a representative is in attendance.

10.8 PROFESSIONAL GROWTH & DEVELOPMENT PROGRAM

A. Definitions

1. Credentialed Third Party Evaluator (CTPE):

A person who is employed by an entity other than the Board of Education and is contracted by the Board to conduct evaluations, who holds a license designed for being a Superintendent, Assistant Superintendent, Principal, Vocational Director or Administrative Specialist in any educational area issued under Ohio Revised Code 53318.22 and is properly credentialed to be an evaluator.

2. Evaluation Cycle:

The period from the establishment of a professional growth or improvement plan through the issuance of an evaluation rating, in the year in which an evaluation rating is required by this contract or Ohio Revised Code.

3. Evaluation Factors:

The walkthrough(s) observation(s) and other components required by Ohio Revised Code to be used in the teacher evaluation procedure.

4. Evaluation Framework:

The document created and approved by the ODE establishes the Standards-Based evaluation of teachers in accordance with Ohio Revised Code 3319.111 (A).

5. Evaluation Instruments:

The forms used by the teacher's evaluator. The approved evaluation instruments are attached to this agreement Appendix J-P.

6. Evaluation Procedure:

The procedural requirements set forth in this agreement which conform with and provide specificity to the statutory obligations established by Ohio Revised Code 3319.1 I l and §3319.112.

7. Evaluation Rating:

The final summative evaluation level that is assigned to a teacher based on the holistic review of all Evaluation Factors, observed during the Evaluation Cycle. The rating shall be "accomplished", "skilled", "developing", or "ineffective". The final rating shall not be weighted in such a way that one (l) domain or component of the evaluation system has a higher importance than another, except that any area marked N/A shall not negatively impact the evaluation rating.

8. Evidence:

Information collected by the evaluator and/or information provided to the credentialed evaluator by the teacher, to support and inform the accurate reflection of the Evaluation Factors. Examples include, but are not limited to, student information affecting educational progress, student interest or learning styles surveys, newsletters, classroom rules, lesson plans, student portfolios, summative assessments, and student work samples.

9. High Quality Student Data (HQSD):

Quantitative information, derived from instrument(s) rigorously reviewed and approved by locally determined education experts, provides evidence of student learning that can be directly attributed to the teacher being evaluated.

10. Improvement Plan:

A detailed, written plan collaboratively developed between the teacher and evaluator utilized solely when a teacher receives an Evaluation Rating of ineffective. The approved form for the Improvement Plan is attached to this agreement as Appendix O.

11. Ohio Evaluation System (OhioES):

The electronic system used by the District to report aggregate, summative teacher evaluation ratings to the Ohio Department of Education (ODE).

12. Ohio Teacher Evaluation System (OTES):

The teacher evaluation system required by Ohio Revised Code §3319.111 and 3319.112.

13. Poorly Performing Teacher:

    A teacher who receives an evaluation rating of ineffective for a period of no less than two (2) out of the last three (3) years under OTES 2.0.

14. Professional Growth Plan:

    A written plan, self-directed or jointly developed between the teacher and evaluator, designed for the sole purpose of continuing teacher growth focused on areas identified in the teacher's observations and/or evaluation. The approved forms for the Professional Growth Plan are attached to this agreement as Appendix K.

15. Teacher of Record: A teacher who is:

    1. Responsible for assigning the grade to the student or is responsible for the daily instruction of a specific student; and,

    2. Required to have the proper certification and/or licensure to teach the subject/grade level for which he/she has been designated "teacher(s) of record"; and,

    3. Responsible for at least fifty percent (50%) of a student's scheduled and attended instructional time within a given subject or course.

16. Teacher Performance:

    The assessment of a teacher, during the evaluation cycle, which is based upon the educator professional standards, and reported using the rubric contained in Appendix J of this agreement.

B. Purpose

The objectives of the Ohio Teacher Evaluation System 2.0 are to improve teaching performance and to stimulate professional growth.

1. Realizing that the best evaluation results through cooperative efforts of the certificated/licensed staff member, administrator, and supervisor, evaluation is conducted as a joint venture to improve the quality of instruction.

2. Evaluation provides an opportunity for self-evaluation by creating an awareness of both strengths and weaknesses.

3. Effective evaluation provides the certificated/licensed staff member with a measure of his/her performance and an understanding that an inventory of strengths and weaknesses can greatly influence instruction and results in benefits to students.

4. Realizing that effective evaluation requires certificated/licensed staff members to be aware of the process and criteria being used to evaluate them, an attempt

has been made to develop an evaluation plan that is objective, fair, consistent, and fully understood by the certificated/licensed staff members.

C. Application:

1. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:

   a. Teachers working under a license issued under Ohio Revised Code S 33 19.22, S 3319.26, 3319.222 or 5 3319.226 and who spend at least fifty percent (50%) of their time providing student instruction.

   b. Teachers working under a professional or permanent certificate issued under section Ohio Revised S 3319.222, as it existed prior to September 2003, and who spend at least fifty percent (50%) of their time providing instruction.

2. The District shall not conduct an evaluation for any teacher who:

   a. Was on leave for fifty percent (50%) or more of the school year.

   b. Submitted notice of retirement, and such notice has been acted upon by the Board of Education, on or before December I of the school year in which they plan to retire.

   c. The teacher, for the first time, takes the performance-based assessment prescribed by the State Board of Education for residents.

   d. Is a substitute teacher.

D. Effectiveness Rating

1. The evaluation procedure contained in this agreement shall not be the primary factor in any decision concerning any teacher until two (2) evaluation cycles have been completed and include two (2) consecutive years of the Final Summative Rating.

2. Until two (2) evaluation cycles have been completed, all decisions concerning any teacher shall continue to be governed by the terms set forth in this agreement.

3. Final Summative Rating of Teacher Effectiveness form will be completed once the evaluation process is complete.

E High Quality Student Data (HQSD)

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

2. When utilizing vendor assessments to construct HQSD, all related teaching, student, and other educational materials shall be purchased, and all affected

staff shall be trained on utilization of the assessment program.

3. HQSD shall be used as evidence in any component of the teacher' s evaluation related to the following:

   a. Knowledge of the students to whom the teacher provides instruction.

   b. The teacher's use of differentiated instruction practices.

   c. Assessment of student learning.

   d. The use of assessment data.

   e. Professional growth and development.

4. No Evaluation Factor shall be impacted by student performance on a test or tests.

5. HQSD shall not be aggregated to provide "shared attribution" among teachers in a District, building, grade, content area, or other group.

F Evaluation Timeline and Forms

1. No teacher shall be evaluated more than once annually.

2. Any teacher who receives an evaluation rating of "Skilled" shall be excused from another full evaluation cycle until the second school year following the rating unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan or is under consideration for nonrenewal. During the year that the teacher is excused from the full evaluation cycle, the teacher and evaluator shall jointly develop a Professional Growth Plan for the teacher and the evaluator will determine whether the teacher is making progress on that plan. Also, during that less-frequent cycle the teacher shall have only one observation and required post-conference.

3. Any teacher who receives an evaluation rating of "Accomplished" shall be excused from another full evaluation cycle until the third school year following the rating, unless it is determined, in writing and through a preponderance of the evidence available to the evaluator, that the teacher is not making progress on their professional growth plan or is under consideration for nonrenewal. During the year that the teacher is excused from the full evaluation cycle, the teacher must submit a self-directed Professional Growth Plan to the evaluator and the evaluator will determine whether the teacher is making progress on that plan. Also, during those less-frequent cycles the teacher shall have only one observation and required post-conference.

4. The evaluation shall be completed no later than the first day of May, and the teacher being evaluated shall receive a written report of the results of this evaluation, including the assigned evaluation rating, not later than the tenth day of May.

5. If the board has entered into a limited contract or an extended limited contract with a teacher pursuant to section 3319.II of the Ohio Revised Code, the board shall perform a minimum of three formal observations during the evaluation cycle in any school year in which the board may wish to declare its intention not to re-employ a teacher pursuant to division ORC 3319.11.

6. During the final summative evaluation teachers are given a copy of everything used in the evaluation including scripting evidence and the rubric.

7. The date and time of the 30-minute observations will be pre-arranged between teacher and evaluator.

8. Uniform evaluation forms shall be used for the purpose of making written evaluations of the certificated/licensed staff members.

9. The forms adopted by the Board shall be attached as an appendix to this Agreement.

10. Evaluation forms will not be changed during the life of the Master Agreement unless mutually agreed by the Association and Board, or required by Ohio law.

G Teacher Performance

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

2. Teacher performance assessments shall be based solely on the evidence provided by the teacher, on the formal observations of the teacher by the teacher's assigned evaluator, the walkthroughs that are set forth in this agreement and other evidence that is relevant to the parts of the rubric that are not observable in a formal classroom observation.

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

4. No misleading, inaccurate, untimely, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments shall be documented and supported by evidence.

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

6. Schedule of observations:

   a. A minimum of two (2) formal observations shall be conducted. A formal observation shall last a minimum of thirty (30) continuous minutes. There shall be at least three (3) weeks between formal observations. The first

formal observation shall be completed by December 1st. The second formal observation shall be completed by May 1.

b. Teachers shall not receive a formal observation on a day before or after the following: the administration of standardized testing; a holiday or any break from scheduled school days (excluding weekends); or any advanced approved leave of absence or on a day immediately following an extended (documented) illness of three (3) days or more. Unless the teacher and the evaluator agree the observation is to take place.

c. Observation data should be recorded on OTES rubric with scripting evidence.

7. Observation conferences:

a. All formal observations may be preceded by a pre-observation conference between the evaluator and the teacher within three (3) working days. Due to the fact that the second OTES observation is a focused observation, pre-conferences are highly recommended and encouraged. At the pre-observation conference teachers shall provide evidence for the work situation to be observed and evidence will be recorded on the OTES rubric. Teachers have the right to decline a pre-conference.

b. A post-observation conference shall be held after each formal observation. The post-observation conference shall generally take place within five (5) working days following the formal observation unless circumstances require that the post-observation conference be held at a different time. At the post-observation conference teachers shall be provided one (1) area of reinforcement and one (l) area of refinement through evidence, in alignment with the education standards. Teachers shall be given the opportunity to provide evidence to support the areas of reinforcement and refinement after this post-observation conference.

c. The evaluator shall provide the teacher with copies of all written documentation including but not limited to data from pre-observation conferences recorded on OTES rubric, notes, scripting evidence from formal observations recorded on OTES rubric, artifacts, and classroom walkthrough data recorded on walkthrough forms, evidence collected during formal observations and walkthroughs.

d. A teacher may request a formal observation in addition to those required by this procedure.

e. Formal observations shall not disrupt and/or interrupt the classroom learning environment.

f. All written information pertaining to evaluation shall be signed by the evaluator who is conducting the evaluation and the certificate/licensed staff member who is being evaluated, before such evaluation is submitted to the superintendent.

g. Such signature by the certificated/licensed staff member does not necessarily indicate agreement with the content of the report.

h. No additional evaluation comments may be added by the evaluator or the certificated/licensed staff member after the evaluation has been signed by the certificated/licensed staff member.

i. Both the certificated/licensed staff members and evaluator may react in writing to one another's comments.

j. All evaluation records, including the results of observations, written suggestions to the certificated/licensed staff member shall be in duplicate, one copy to be maintained by the administration in the official file and one copy to be maintained by the certificated/licensed staff member.

8. Walkthroughs

a. A walkthrough is a formative assessment process that focuses on one (l) or no more than two (2) of the following components on the walkthrough form. The area of focus will be determined at the first BLT meeting of each school year by the certificated/licensed staff member's Professional Growth Plan.

- evidence of planning
- lesson delivery
- differentiation
- resources
- classroom environment
- student engagement
- assessment, or
- any other component of the standards and rubrics approved for teacher evaluation.

b. The walkthrough shall consist of at least three (3) consecutive minutes, but not more than 15 consecutive minutes in duration.

c. The teacher shall be provided a copy of the walkthrough form completed including all scripted and anecdotal documents relative to the walkthrough no later than 5 workdays following the walkthrough.

d. At the request of the teacher, a formal debriefing shall occur generally no later than 2 workdays after the walkthrough to discuss observations relative to the identified focus.

e. No more than four (4) walkthroughs shall be conducted per 9-week session in each evaluation cycle, with a minimum total per year of 3.

f. Walkthroughs shall not disrupt and/or interrupt the learning environment in the classroom.

9. Deficiencies Identified Through Formal Observations

a. Observations resulting in identification of significant ineffective performance on key professional indicators cited in the evidence gathered during walkthroughs and formal observations that result in Final Summative rating of Developing shall be followed within five workdays, unless special circumstances require more time, by a conference between the evaluator and the employee in order for questions arising from the observation to be discussed. All of the evaluator's observations shall be compiled in writing. A copy of the written observation report shall be given to the employee at the post observation conference.

b. The Evaluator involved shall assist the employee in correcting identified deficiencies.

c. Other deficiencies regarding the employee's failure to adhere to reasonable work rules or other documented deficiencies not noted during the formal observations must be put in writing and provided to the employee within three workdays, unless special circumstances require more time, after the deficient performance occurs but not later than the date of the employee's receipt of the evaluation report. The evaluator must include said deficiencies in any plan for correction of deficiencies and shall include a reasonable time period for correction.

d. The Improvement Plan, as outlined in section 10.8; paragraph A. 10 of this article, shall detail the following:

- issues within the performance rubric documented as deficient specific performance rubric expectations.
- the allocation of financial and other resources and assistance to be provided by the district to support the remediation plan and/or professional development of the teacher.
- sufficient, specific timelines, as agreed upon by the teacher and the evaluator according to the circumstances, but not less than three (3) weeks and not more than eight (8) weeks, to allow for the remediation of identified deficiencies; and
- the provision for a trained teacher mentor/coach as appropriate, who shall be provided release time for consultations/observations with the teacher under a remediation plan.

e. Identified deficiencies shall be discussed and reevaluated as a regular part of the teacher performance assessment process throughout the school year. For deficiencies that are successfully remediated during the school year, those deficiencies shall be deemed remediated.

f. A teacher who receives a holistic, final summative evaluation rating of "Ineffective" at the end of a comprehensive evaluation cycle, shall be put on an Improvement Plan starting at the beginning of the following school year.

H Credentialed Evaluators

Professional growth is a cooperative process.

Evaluators and teachers are partners in discussing and implementing the purpose of the evaluation procedure and its relationship to the professional growth, development, improvement, and assessment of professional competence. The partners should encourage self-reflection, self-evaluation, and self-improvement in each other. They should work to create an environment in which discussion and problem-solving can take place with mutual understanding. They should commend where possible and criticize constructively where necessary. The partners should provide for and organize classroom visits that facilitate the evaluation of a teacher's job performance and the collection of data that supports that evaluation. Evaluators should provide help as appropriate and be willing to support Teachers in their development. Teachers should be open to inviting their evaluator into the classroom to see the various phases of instruction.

Additionally, the Evaluator shall fulfill his/her role in the following ways:

1. An evaluator must be a full-time (or full-time equivalent), credentialed building/district administrator of the Union Local School District. These would include Principals, Assistant Principals, or Special Education Coordinator. Any unforeseen need to expand the pool of evaluators would require the advance coordination between the superintendent and the ULEA president.

2. Each evaluator annually shall have completed state mandated evaluator credentialing recertification as periodically required by law.

3. The evaluator shall not be a bargaining unit member. The evaluator must be employed under a full-time contract pursuant to sections 3319.01 or 3319.02 of the Ohio Revised Code and must hold at least one (1) certificate/license named under division (E), (F), (H), (J), or (L) of section 3319.22 of the Ohio Revised Code and must be credentialed as stated in Ohio law.

4. In the event a teacher performs work under the supervision of more than one supervisor, one supervisor shall be designated as the evaluating supervisor.

5. In assessing a teacher's performance, evaluators will not make judgments, or otherwise discriminate, on the basis of a teacher's age, length of service, gender identification, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, union membership, or union activism.

I Professional Growth and Improvement Plans

1. Professional Growth and Improvement plans shall be developed as follows:

   a. Teachers whose evaluation rating is Accomplished shall develop a self-directed plan for continuing professional growth and may choose the credentialed evaluator for their next evaluation cycle.

   b. Teachers whose evaluation rating is Skilled shall develop a Professional

Growth Plan collaboratively with his/her credentialed evaluator.

c. Teachers whose evaluation rating is Developing shall develop a Professional Growth Plan with their assigned evaluator.

d. Teachers whose evaluation rating is Ineffective shall develop a Professional Improvement Plan with their assigned evaluator.

2. A teacher in their first year of employment with the district shall not be placed on an improvement plan during the school year. If, at the end of the school year, the holistic, final summative rating for the teacher is Ineffective, the teacher shall begin the following school year on an Improvement Plan.

3. The Improvement Plan shall include:

a. Specific, measurable instructional practices to be observed.

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

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

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

e. Shall utilize the forms found in Appendix P.

4. Professional Growth and Improvement Plans shall be aligned to the teacher' s evaluation and, if applicable, include one (l) component of the District's or Building level improvement plan required under the "Elementary and Secondary Education Act of 1965" as amended.

5. No Improvement Plan or Professional Growth plan will have more than two (2) achievable goals per evaluation cycle.

J Professional Development

1. The Board shall provide for professional development to accelerate and continue professional growth and provide support to poorly performing teachers.

2. The Board shall provide for the allocation of financial resources to support professional development in compliance with state law.

3. The Association and Board agree to establish a standing joint Evaluation Committee. This committee will establish the policies, procedures, and processes, including the evaluation instrument and determination of HQSD, for the evaluations of teachers in the District and to regularly review the effectiveness of the aforementioned items.

4. No later than September 15 of each year, the Board shall provide training on the components of the teacher evaluation procedure, including calibration of

evaluation ratings, the evaluation Standards for Ohio Educators, rubrics, tools, processes, methodology, and the use of High-Quality Student Data (HQSD).

K Role Of the Evaluatee

Professional growth is a cooperative process. The Evaluatee shall fulfill his/her role by:

1. Making certain he/she fully understands the purpose of the evaluation program.

2. Approaching the evaluation process with a positive attitude.

3. Accept credit for successes as well as responsibility for failure.

4. Being willing to examine and improve his/her teaching methods and techniques through self-evaluation and administrative evaluation.

5. Taking an active part in the discussion and improvement phases of the evaluation process and knowing what worked well in the classroom as well as what did not.

10.9 Job Description

Certificated/licensed staffmember:

The position of certificated/licensed staff member in the Union Local Schools assumes certain professional obligations to pupils, fellow certificated staff members, parents, the community, the administration, the Board, and school property.

1. The certificated/licensed staff member's paramount responsibility is the welfare and education of the pupils to which he/she is assigned as well as for all students with whom he/she comes in contact during school hours or during additional assigned duties. With those pupils, a certificated/licensed staff member should be reasonable, impartial, and just.

2. The certificated/licensed staff member is responsible for classroom discipline. Such classroom discipline is maintained by the certificated/licensed staff member realizing that healthy learning situations exist when the class is organized, and students are attentive. All classroom discipline policies must be approved by the building principal.

3. The certificated/licensed staff member has a responsibility to become familiar with the objective and philosophy of the school district and to work toward those objectives in cooperation with other members of the profession.

4. The certificated/licensed staff member is responsible for taking an active part in in-service education involving curriculum development in addition to other areas of professional growth.

5. Good public relations are directly related to the total teaching environment. They are vital to the understanding and interpretation of the school program by the community. The certificated/licensed staff member should be proud of his/her

profession and conduct himself/herself with its ideals as well as the rules and regulations set forth by the Board.

6. This responsibility includes keeping records required by the administration and Board and cooperating in areas to achieve a more efficient and effective program for students.

7. The following are performance areas to be considered for evaluation. They are not necessarily all inclusive:

   a. Focus for Learning
   b. Assessment Data
   c. Prior Content Knowledge/Sequence/Connections
   d. Knowledge of Students
   e. Lesson Delivery
   f. Differentiation
   g. Resources
   h. Classroom Environment
   i. Assessment of Student Learning
   j. Professional Responsibilities

   All of the above are referenced in Appendix J, Ohio Teacher Evaluation System.

10.10 Non-Discrimination/Harassment

1. The Board's policy of nondiscrimination extends to staff, job applicants, and applies to race, color, national origin, citizenship status, religion, sex, economic status, age or disability or union affiliation and activity.

2. The Board does not permit discriminatory practices and views harassment as a form of discrimination harassment is defined as intimidation by threats of or actual physical violence; the creation, by whatever means, of a climate of hostility or intimidation; or the use of language, conduct or symbols in such a manner as to be commonly understood to convey hatred, contempt or prejudice or to have the effect of insulting or stigmatizing an individual.

3. Employees who engage in discrimination of another employee shall be subject to disciplinary action.

4. Permission, consent or assumption of risk by an individual subjected to discrimination does not lessen the prohibition contained in this policy.

5. No one shall retaliate against an employee because he/she files a grievance, assists or participates in an investigation, proceeding hearing or any other union activity.

ARTICLE XI
WORKING CONDITIONS

11.1 The Board will maintain where currently available or where not currently available and

shall attempt to provide certificated/licensed staff members with the following at each facility:

-A work/lounge area.

-Access to a school phone for school-related business or emergency personal business

-A designated parking area.

11.2 WORK FACILITIES

Realizing that certificated/licensed staff members can provide the building and district-wide administrators valuable help and insight into student and building-related issues, they shall be expected to take an active part in staff meetings, in-service meetings, textbook and curriculum committee meetings. During these activities, certificated/licensed staff members shall feel free to express their professional concerns relative to student behavior, curriculum changes, textbook adoptions, and building repair and usage.

A. Certificated/licensed staff members shall not be required to attend more than two (2) building faculty meetings per month that extend the workday and that are organized and called by the building principal.

B. Two such meetings per month shall not exceed the certificated/licensed staff member workday by more than thirty-five (35) minutes If one (1) meeting is held per month, it shall not exceed the certificated/licensed staff member workday by more than sixty (60) minutes.

C. These meetings shall be held immediately before or shortly after the workday.

D. All certificated/licensed staff members shall attend such meetings unless excused by the building principal. Unless there is a school or timeline emergency, staff will be notified by school email at least five (5) workdays in advance of the staff meetings.

11.3 OTHER BARGAINING UNIT WORK

A. Certificated/licensed staff members shall be expected to cooperate with non-teaching certificated/licensed staff members as they perform their responsibilities. They shall not perform duties assigned non-teaching certificate/licensed staff members except under emergency conditions.

B. Certificated/licensed staff members shall not be required to perform the duties of cafeteria employees as, for example, food preparation, food serving, utensil processing, or cafeteria clean-up.

C. Certificated/licensed staff members shall not be required to perform the duties of custodial employees as, for example, maintenance, washing, painting, or cleaning.

11.4 SUPPORT FOR STUDENT DISCIPLINE

When the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom

intolerable, a certificated/licensed staff member may exclude a student from class, until a conference can be held with the parents or legal guardian concerning the student's behavior and a written plan has been formulated to protect the safety of school staff and students. No student will be excluded by a teacher from the classroom for more than one (1) class period due to misbehavior or disruption without prior approval from the building administrator. For any student who is to be excluded from the classroom due to their behavior for more than one (1) day, the following steps must be taken:

A. The teacher may request that a conference be held with the parents or legal guardian concerning the student's behavior and a written plan formulated to protect the safety of school staff and students, or to address the student's misbehavior. The building administrator may determine whether the student will remain excluded from the classroom until the conference is held and the plan is completed, or if special education and/or constitutional considerations require the student to be returned to the class.

B. In such cases where a teacher has excluded a student from the class and requests that the student be excluded from the same class period for additional days, the certificated/licensed staff member will furnish the principal, as promptly as his/her teaching obligations allow, full particulars of the incident in writing.

C. Certificated/licensed staff members shall have full authority to maintain an appropriate classroom atmosphere. The building administrator shall provide support when needed to maintain an appropriate classroom atmosphere.

D. The building administrator and teacher shall collaborate to agree on the needed support.

E. The pupil shall not be returned to the class until after consultation by the principal with the certificated/licensed staff member.

F. Continued serious infractions and disruptive behavior by the student will lead to an investigation and, as appropriate, the initiation of the suspension proceedings under the student code of conduct. The rules of discipline shall take into consideration the special education requirements.

11.5 LEAVING THE CAMPUS

Certificated/licensed staff members may leave the school premises during the normal workday provided they receive permission from the building principal, and it does not interfere with student-teacher activities.

11.6 TRAVEL COMPENSATION

Certificated/licensed staff members who are approved by the superintendent or the superintendent's designee, and required to travel to school, education meetings, conferences, workshops, or the like, within or outside of the district, shall be paid the rate per mile established by the Internal Revenue Service when on school business.

11.7 TRAINING/WORKSHOPS

All training and workshops shall be posted when available.

11.8 SCHOOL CALENDAR

A. Length

The school calendar shall consist of a maximum of 184 days. Two (2) of those days may be used for parent-teacher conferences. Two (2) days shall be used for in-service meetings. In addition, two (2) days may be used for certificated/licensed staff member meetings or workdays.

B. Unless otherwise required as set forth herein, certificated/licensed staff members are to be excused from duty when all schools in the district are closed due to a calamity. However, if the number of calamity days exceed the number of hours that are the equivalent of five (5) school days, the Board may adopt a plan under O.R.C. §3313.482 to make-up the number of hours that are the equivalent of three (3) school days to provide instruction to students via online delivery. If the Board has adopted a plan, certificated/licensed staff members shall provide instruction via online delivery on such days as determined by the Administration. If additional hours are to be made up as determined by the Administration to ensure state minimum standards are met such additional hours must be made up in-person. If a change in law occurs or an authorized State Official (such as the Governor or the Director of the Ohio Department of Education & Workforce) deems that instruction via online delivery may not be utilized for calamity days, all calamity days will be made up in-person to ensure state minimum standards are met.

Please refer to Article 14.8 for the Calendar Committee.

11.9 WORKDAY

A. Length

The normal length of certificated/licensed staff members' workday in the Union Local School System shall not exceed four hundred thirty-five (435) minutes including a thirty (30) continuous minutes duty free lunch period.

B. Exception to this policy shall be permitted for staff meetings, in-service meetings, bus duty, and parent conferences. Certificated/licensed staff members' time in excess of actual class time shall be as equitably divided among the total certificated/licensed staff members as practicable.

C. Planning Time

All full-time certificated/licensed staff members shall be provided at least two hundred fifty (250) minutes per week; this fine shall be used for planning student-teacher-related activities. At least thirty (30) uninterrupted minutes of planning time shall be apportioned to each full-time certificated/licensed staff member on regular class schedule days. This will not always be possible on modified schedule days. All half-time certificated/licensed staff members shall be provided at least one hundred twenty-five (125) minutes per week in blocks of at least thirty (30) minutes of uninterrupted planning time three times a week; this time shall be used for planning student-teacher-related activities.

D. Sixty (60) minutes during the Fall and the Winter Professional Development days shall be designated for the completion of Public School Works.

11.10 PARENT/TEACHER CONFERENCE

A. The Board and the Association recognize the need for parent/teacher conferences to be held during the school year. These conferences will be held on two (2) occasions during the school year as follows: the conferences will be held during the week scheduled for non-student attendance on a day and an evening (or two evenings) in the fall as determined by each building by vote of staff through the principal. Certificated/licensed staff members will be provided time off as set forth in the school calendar. Spring conferences will be the regular school day or one (l) day and one (1) evening or two (2) evenings, as voted by each building.

B. Parent Contacts

An attempt shall be made by all certificated/licensed staff members to contact the parents and/or legal guardian of any student not working up to his/her potential. The school administration shall give full support to certificated/licensed staff members who have documented student progress. No classroom grade can be altered without the principal or superintendent discussing the matter with the certificated/licensed staff member; the recommendation to change the grade made by the superintendent to the Board of Education; and an affirmative vote for change by a majority of the members of the Board of Education. The certificated/licensed staff member shall have the right to present his/her views to the Board prior to Board action.

Please refer to Article 14.7for school Health/Safety

ARTICLE XII
REDUCTION FORCE AND RECALL

12.1 CONDITIONS FOR RIF

Conditions beyond the control of the Board of Education may make a reduction in force necessary. The Board may conduct a reduction in force (RIF) for any of the reasons identified in ORC 3319.17.

12.2 FIRST STEPS

If it becomes necessary to have a reduction in force, it will be first handled by retirement, resignation, or approved leaves if at all possible.

12.3 RIF PLAN

If further reduction in force is necessary, the Board will develop a reduction in force plan in accordance with the provisions of ORC 3319.17 The order of considerations for contract suspension under ORC 3319.17 is:

1. Identified program or "teaching field" to be cut

2. Contract status (limited contract before continuing contract)
3. Evaluation rating
4. Seniority

12.4 DEFINITIONS

A. Seniority shall be defined as the continuous service or employment of a certificated/licensed staff member beginning with the date of the Board meeting at which the certificated/licensed staff member was hired and then by the date the certificated/licensed staff member signed his/her initial employment contract in the district and then any remaining ties will be broken by lot.

B. Area of certificate/licensure shall be defined as the teaching and/or any subject said certificated/licensed staff member is certificated/licensed to teach. Such determination shall be based on the certificate/license on the certificated/licensed staff member's Educator Profile available on the Department of Education & Workforce website at the time when the RIF is approved by the Board.

C. Continuous employment shall be defined as the unbroken employment as a full time certificated/licensed staff member with Union Local Schools including all time the certificated/licensed staff member was on:

1. Sick Leave
2. Board-approved leave of absence will not interrupt seniority, but time spent on such leave shall not count towards seniority.
3. Military leave of absence.
4. Disability retirement up to three (3) years.
5. Suspension, but subsequently reinstated.
6. When a certificated/licensed staff member has resigned, or has been nonrenewed, but is subsequently reemployed as a certificated/licensed staff member at the beginning of the following school year.

D. For the purpose of implementing a RIF, a certificated/licensed staff member shall be considered to have a "continuing contract" if the certificated/license staff member has fulfilled all criteria to receive a continuing contract and the Board has approved a continuing contract for the certificated/licensed staff member.

E. For the purpose of implementing a RIF, comparable evaluations shall be defined as certificated/licensed staff members receiving, on their most recent comprehensive evaluation, the following final holistic ratings:

1. Category 1 – All Ineffective rated certificated/licensed staff members shall be considered comparable.

2. Category 2 – All Accomplished, Skilled and Developing rated certificated/licensed staff members shall be considered comparable.

12.5 LOSS OF SENIORITY

Seniority Loss shall result when a certificated/licensed staff member:

A. Resigns.
B. Retires.
C. Is non-renewed.
D. Is terminated.
E. Seniority shall not be lost nor accumulated if a certificated/licensed staff member leaves the bargaining unit for an administrative position.

12.6 REDUCTION

At least thirty (30) days prior to the date the Board will approve a reduction in force, the Association President shall be informed of the Board's intent to implement a reduction in force. Before the Board takes action to suspend the teaching contract of any certificated/licensed staff member(s) due to a RIF, the Association President and affected certificated/licensed staff member(s) will be notified in writing of the anticipated RIF at least fifteen (15) days prior. The notice shall state the position(s) to be reduced, the effective date of contract suspension, and basis for the RIF under ORC 3319.17. The Association President may request to meet with the administration prior to the Board taking action to approve the RIF to discuss the basis for the RIF, implementation of the RIF, and the certificated/licensed staff members to be affected.

Certificated/licensed staff member reductions based upon the superintendent's recommendation pursuant to this policy shall be made as follows:

A. All certificated/licensed staff members shall be placed on a seniority list for each teaching field for which they are properly certificated/licensed.

B. Certificated/licensed staff members serving under continuing contracts will be placed at the top of the list, in descending order of comparable evaluations and, thereafter, in descending order of seniority.

C. Certificated/licensed staff members serving under limited contracts will be placed on the list under continuing contract certificated/licensed staff members, also in descending order of comparable evaluations and, thereafter, in descending order of seniority.

12.7 PROCESS

A. Limited Contract Teachers - Recommended reductions in a teaching field will be made by selecting the lowest certificated/licensed staff member on the seniority list among limited-contract teachers from Category 1 of comparable evaluations for that area of certification/licensure who is currently assigned to a position in that teaching field.

B. If this does not result in the required number of reductions in the teaching field, then reductions in a teaching field will be made by selecting the lowest certificated/licensed staff member on the seniority list among limited-contract teachers from Category 2 of comparable evaluations for that area of certification/licensure who is currently assigned to a position in that teaching field.

C. Continuing Contract Teachers – If the reduction of limited-contract teachers does not result in the required number of reductions in the teaching field, then reductions in a

teaching field will be made by selecting the lowest certificated/licensed staff member on the seniority list among continuing contract teachers from Category 1 of comparable evaluations for that area of certification/licensure who is currently assigned to a position in that teaching field.

D. As a final step, and if reductions in the teaching field are still necessary, then reductions in the teaching field will be made by selecting the lowest certificated/licensed staff member on the seniority list among continuing contract teachers from Category 2 of comparable evaluations for that area of certification/licensure who is currently assigned to a position in that teaching field.

12.8 DISPLACEMENT

A. In the event that a teacher employed by the Board is reduced in force, and that teacher has a currently valid certification/license in a teaching area other than that in which the teacher has been reduced in force, and that teacher has a comparable evaluation and greater seniority than a teacher employed in that area/certification whose position is not being reduced, the senior teacher may displace a less senior teacher.

B. In that event, upon being notified of the exercise of the displacement right by the more senior teacher, the Board will suspend the contract of the teacher being displaced, pursuant to the provisions of this article.

C. The teacher whose position is identified to be eliminated pursuant to the RIF plan, or any teacher who is displaced pursuant to the RIF, must notify the Board in writing within thirty (30) days of the official Board action reducing their position that they intend to exercise their displacement rights.

D. The least senior teacher who is being displaced will be subject to, and have all the rights of, the reduction in force and recall provisions of this Article.

E. In no instance may a teacher exercise displacement rights in a manner that will result in the suspension of a continuing-contract teacher when an alternative way would result in the suspension of a limited-contract teacher.

12.9 CERTIFICATION REFRESHER

Certificated/licensed staff members who have not taught in this area of certification/license for at least 120 days in the three (3) calendar years immediately preceding the reduction shall be encouraged to take an academic refresher course in this area.

12.10 RECALL

The names of certificated/licensed staff members whose contracts are suspended in a reduction in force will be placed on a recall list identifying their evaluation rating and seniority in each teaching field for which they are certified/licensed for up to 24 months from the date of the reduction. Certificated/licensed staff members on the recall list will have the following rights:

A. No new certificated/licensed staff members will be employed by the Board while

there are certificated/licensed staff members on the recall list who are certificated/licensed for the vacancy.

B. Certificated/licensed staff members on the recall list will be recalled in order of evaluation rating and, thereafter, seniority (where evaluations are comparable) for vacancies in areas for which they are certificated/licensed.

C. If a vacancy occurs, the Board will send a certified announcement to the last known address of all certificated/licensed staff members on the recall list who are qualified according to these provisions.

D. It is the certificated/licensed staff member's responsibility to keep the Board informed of his/her current address.

E. All certificated/licensed staff members are required to respond in writing to the superintendent within seven (7) calendar days.

F. If he/she declines to accept the position, all recall rights shall be forfeited.

G. A certificated/licensed staff member on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of layoff.

H. Certificated/licensed staff members whose contracts are suspended and are on the recall list may maintain benefits by paying the total premium for group life, hospitalization, and other group insurance benefits as authorized by the Consolidated Omnibus Budget Reconciliation Act (COBRA) and/or the terms of the benefit plans offered by the Board.

I. Certificated/licensed staff members who acquire new certifications/ endorsements while on the recall list may notify the Superintendent thereof and will have those new certifications/endorsements taken into account for recall under this Article's contract restoration provisions once the new certifications/endorsements appear on the certificated/licensed staff member's Educator Profile on the Department of Education & Workforce website.

12.11 SCOPE

The Board and Association agree that these procedures apply only to the suspension of contract under Section 3319.17 Ohio Revised Code or for the reasons as described in Section 12. I. This article shall not require the Board of Education to fill any vacancy, nor shall it interfere with any other lawful personnel procedures in the district.

12.12 SENIORITY LIST

The Superintendent shall annually make available to the Association by September 15th, a seniority list which includes the certificates and licenses of all members of the unit. Upon written notice, the list will be corrected and made final on November 1st of each year.

12.13 PRIORITY FOR SUB WORK

Such a list shall be compiled as per Article XII. Certificated/licensed staff members who experience reduction in force shall be given preferential consideration as substitute certificated/licensed staff members.

ARTICLE XIII
LEAVES

13.1 LEAVES OF ABSENCE

Leaves of absence shall be granted for personal illness and military service and may be granted for such other reasons as may be approved by the superintendent and confirmed by the Board of Education.

13.2 SICK LEAVE

A. Certificated/licensed staff members earn sick leave at the rate of one and one fourth (1.25) days for each month of service. Credit is given for all time in active pay status, including vacation and sick leave, but not for time on leave of absence. Sick leave may accumulate to a maximum of 300 days for the duration of this contract. Certificated/licensed staff members shall be paid for unused sick leave in accordance with local severance pay policy.

B. A certificated/licensed staff member on a part time contract shall be awarded and charged sick leave commensurate with the fractional nature of his/her contract.

C. Each regularly employed certificated/licensed staff member shall, upon being awarded his/her initial contract, be granted five (5) days of sick leave to be charged against sick leave to be accumulated during the first four (4) months of employment in the school district.

D. Sick leave shall be granted for:

1. Personal illness, pregnancy or injury

A signed written statement giving a reason for absence is required. If a physician is consulted, his name, address, and date when consulted must be indicated.

2. Quarantine

When through exposure to a contagious disease the certificated/licensed staff member's presence would jeopardize the health of others. When a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the certificated/licensed staff member.

3. Illness injury or death

In the certificated/licensed staff member's immediate family. Definition of immediate family spouse, child, father, mother, grandparents, grandchild, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, a legal guardian, aunts, uncles, nieces, nephews, other persons living in the immediate household, or other persons who stand in place of a parent (loco parentis).

E. When a certificated/licensed staff member is incapacitated and is unable to report to work, he/she shall notify by telephone or other means of communication his/her building principal, or in his/her absence the superintendent or his designee, as soon as possible on the first day of absence. If such notification is not made, the absence may be charged, upon recommendation of the principal, to leave without pay.

Subsequent notification beyond the first day of absence shall be governed by the nature of the circumstances. Where a certified/licensed staff member uses five (5) consecutive days or more of sick leave due to the certified/licensed staff member's personal illness or injury, the certified/licensed staff member shall furnish a written, signed statement or comparable electronic statement from the certified/licensed staff member's physician or healthcare provider in support of the use of sick leave.

F. When a certificated/licensed staff member is involved in any accident on school property, it must be reported in writing to the building principal or superintendent on the date of the accident or the following school day.

G. Certificated/licensed staff members failing to comply with sick leave rules and regulations will not be paid.

H. The charging of any leave except sick leave against the sick leave provisions is prohibited.

I. Falsification of sick leave statements shall be grounds for disciplinary action, including dismissal.

J. When a certificated/licensed staff member knows that an absence will be for an extended period, it is recommended that the superintendent be notified. Though the certificated/licensed staff member may return before the anticipated time, such notification may aid in hiring a suitable substitute certificated/licensed staff member.

K. SICK LEAVE BANK

When in the judgment of an employee's physician, the employee or his/her immediate family member, has suffered a serious illness or injury and the certificated/licensed staff member has first exhausted all of his or her accumulated sick leave and personal leave, the certificated/licensed staff member may then request additional days to be transferred into his/her leave account from the sick leave bank by the sick leave bank committee. The Committee, established in paragraph C, below, will be responsible for all sick leave transfers. The committee shall notify the Treasurer of the Board, in writing, of the number of days to be

deducted, and from whom they are to be deducted, as well as to whom the days are to be credited. Included in the notice shall be a signed statement by the certificated/licensed staff member involved authorizing the Board Treasurer to transfer the days.

1. Any contribution will be on a day basis, with a minimum contribution of one (1) day.

2. Any donation would be purely voluntary and on a "case by case" basis.

3. The Sick Leave Bank Committee shall consist of the ULEA President, and two members appointed pursuant to the ULEA Constitution. All decisions are final and not subject to the grievance procedure. The maximum number of days any one individual would be eligible to have credited to his or her sick leave accumulation through this process would not exceed fifty (50) of his or her workdays in any fiscal year. (July 1 — June 30)

13.3 CHILDCARE LEAVE

A maternity leave of absence without pay shall be granted to a certificated/licensed staff member for the purpose of childbearing and/or child rearing as follows: A certificated/licensed staff member who is pregnant, or whose spouse has delivered a child, shall be entitled upon request to a leave of absence not to exceed one (l) year. The beginning and the ending dates of the total time of absence from work will be determined by the certificated/licensed staff member and she/he must notify the Board of these dates as far in advance as possible, but in no case less than the thirtieth day before the beginning date of the leave. She/he will include with such notice either a physician's statement certifying the pregnancy or a copy of the birth certificate of the newborn child, whichever is applicable. A certificated/licensed staff member who is pregnant may continue in active employment as late into her pregnancy as she desires provided she is able to properly perform her required functions. All or any portion of a leave taken by a certificated/licensed staff member because of a pregnancy or medical disability connected with or resulting from a pregnancy may, at the certificated/licensed staff member's option, be charged to her/his available accumulated sick leave. The Board retains the right, however, in the interests of maintaining instruction continuity, to determine the exact date when the certificated/licensed staff member may return, but in no case shall her/his leave be extended later than the beginning of the next grading period.

13.4 ADOPTION LEAVE

Upon written request, an employee adopting a child under the age of eighteen (18) years of age, or older and incapable of self-care because of a mental or physical disability shall be granted an unpaid leave of absence for the balance of the school year in which the teacher received the child, or for the amount of time to which s/he is entitled to adoption leave under the Family and Medical Leave Act of 1993 (FMLA), whichever is greater. The employee shall notify the Superintendent at least thirty (30) days in advance of the effective date of said leave except when notice of the date for receiving the child is within the thirty (30) days in which event the Superintendent shall be notified as soon as practicable of the date of said leave.

13.5 PERSONAL INJURY AND ASSAULT LEAVE

Certificated/licensed staff members shall report immediately to their principal or acting principal, in all cases of personal injury resulting from an attack or a deliberate act suffered by them in connection with their employment.

A. Whenever a certificated/licensed staff member is absent from school as a result of personal injury caused by an attack or a deliberate act arising out of and/or in the course of his/her employment, he/she shall be paid his/her contract salary for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or accumulated sick leave.

B. Any amount of salary payable pursuant to this section shall be reduced by the amount of any Worker's compensation awarded for temporary disability due to the said assault injury for the period for which such salary is paid.

C. The Board shall have the right to have the certificated/licensed staff member examined by a physician designated by the Board for the purpose of establishing the length of time during which the certificated/licensed staff member is temporarily disabled from performing his/her duties; and in the event that there is no adjudication in the appropriate Worker's Compensation proceedings for the period of temporary disability, the opinion of the said physician as to the said period shall control.

D. A certificated/licensed staff member must meet with the County Prosecutor's office and discuss possible criminal charges in order to be eligible for assault leave. If the injury results from a deliberate act, the same meeting shall take place. The administration shall provide the necessary assistance where applicable.

13.6 SABBATICAL LEAVE

A. According to the Ohio Revised Code, certificated/licensed staff members may be granted a leave of absence for professional study or travel. A program of study in a recognized college or university shall be submitted to the superintendent, and the Board may grant the sabbatical leave. Such professional improvement may encompass one (1) full academic year.

B. To qualify, personnel must have completed five (5) years of service to the Union Local School System. No more than three percent (3%) of the certificated/licensed staff members may be on leave at one time.

C. Members of the bargaining unit returning from sabbatical leave shall be placed in the same teaching assignment provided such assignment still exists.

D. The certificated/licensed staff member shall be placed on the salary schedule at the appropriate degree and experience level as verified by official transcript and verified experience.

E. Seniority shall not be interrupted by the leave of absence.

13.7 PERSONAL LEAVE

A. Definitions Intent and Purpose

Unrestricted personal leave is not qualified by any intent or purpose.

B. Authorization

Each certificated/licensed staff member shall be authorized three (3) days of unrestricted personal leave per year. The balance of unused personal leave, per year, may be carried into the next school year. The balance of personal days can never exceed eight (8) days in any given school year. Unused personal leave may be converted to sick leave days. The employee must designate the disposition of all unused personal days at the end of the school year.

1. An applicant for personal leave is required to use the application form provided by the Board of Education. Such application shall be submitted to the building principal or immediate supervisor as far in advance as possible.

2. Approval may be granted only by the superintendent or superintendent's designee. Any questions regarding the approval or disapproval of personal leave shall be evaluated by the superintendent, who shall render a decision which shall be final.

3. Requests for consecutive days of more than three (3) must be approved by the Superintendent ten (l O) workdays prior to the planned leave.

C. Restrictions

1. The number of certificated/licensed staff members on personal leave on any given date shall not exceed ten percent (10%) or two (2) members, whichever is greater, of the total certificated/licensed staff members at each building.

2. The date of application will determine priority for consideration when the number of applications for personal leave exceeds the aforementioned quota.

13.8 PROFESSIONAL LEAVE

A. A certificated/licensed staff member may be granted up to three (3) days leave with pay for attendance at an approved meeting or conference for improving instructional abilities of the certificated/licensed staff member.

B. Request - a request for professional leave to attend a conference or meeting shall be submitted in writing on the forms provided to the certificated/licensed staff member's immediate supervisor who shall forward it to the superintendent. The immediate supervisor shall indicate his/her opinion, in writing, regarding the value of such a conference.

C. All requests for professional leave shall be submitted for review at least one (l) week prior to the event.

D. Professional leave shall not be charged against sick leave.

E. The superintendent's decision shall be final.

F. A written report on the meeting or conference attended, which includes a synopsis of the topics covered, shall be submitted to the certificated/licensed staff member's immediate supervisor within fourteen (14) days of the return from the conference or meeting.

G. The forms to be used are attached as Appendices G and H.

13.9 CITIZENSHIP LEAVE

Any certificated/licensed staff member shall be granted, upon written request, a citizenship leave for the purpose of jury duty and/or court ordered appearances. Any certificated/licensed staff member called for jury duty, or a court appearance shall notify his/her building principal or his/her immediate supervisor as soon as possible. In the event that such leave does not exceed three days, the certificated/licensed staff member may keep all emoluments received for said duty and shall, in addition, receive his/her regular pay for the time spent on such leave. If the duty requires an absence of more than three (3) days, then the certificated/licensed staff member shall turn over to the treasurer the jury duty check, or the witness fee check, received from the court. In return therefore, he/she will receive his/her regular pay for the time spent on such leave. Appropriate changes to tax records shall be made by the treasurer on a case by case basis so as to avoid income tax problems.

13.10 BURIAL LEAVE

In the event of the death of a member of the family, as shown below, the certificated/licensed staff member may be absent as follows:

1. Husband, Wife, Child, Mother, Father, Legal Guardian or Person in Loco Parentis, Sister, Brother. (in-laws considered included) Five (5) days.

2. Grandfather, Grandmother, Grandchild, Aunt, Uncle, Niece, Nephew. (in-laws considered included) three (3) days.

3. If further days are required, sick leave may be used.

Absence from school for death and burial will not be charged against the certificated/licensed staff member's accumulated sick leave.

13.11 ATTENDANCE SUPPLEMENT

If a teacher does not use personal leave or sick leave during a nine-weeks grading period, he or she will be paid a perfect attendance supplement of $225.00 payable on the second pay of the month following the end of the grading period. If he or she is absent one-half day (1/2) he or she will be paid $187.50. If he or she is absent one (l) day, he or she will be paid $150.00. If he or she is absent one and one half (1 h) days, he or she will be paid $112.50. If he or she is absent two (2) days, he or she will be paid $75.00.

ARTICLE XIV
COMMITTEES

14.1 COMMITTEES APPOINTMENTS

A. The superintendent shall determine the district appointed committees, including the number of persons who will serve on the same. One-half of the members of each committee shall be chosen by the superintendent and the remaining one-half shall be chosen by the Association. District committees may be charged by the Superintendent with any issue related to curriculum development, planning organization of instruction or other education related matters.

B. Any certificated/licensed staff member shall have the right to refuse to serve on such committees.

14.2 RELEASED TIME

Certificated/licensed staff members who volunteer or are assigned to such committees shall be granted release time from their regular duties to attend committee meetings. The released time shall equal fifty percent (50%) of the scheduled committee time.

14.3 LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

A. Purpose

A Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for course work, continuing education units, and/or other equivalent activities.

B. Term of Office

The term of office for members serving on the committee shall be three (3) years. Initially, the appointments shall be staggered as one teacher member shall be appointed for a one (l) year term, another for a two (2) year term, and the third for a three (3) year term. Each appointment, if renewed, shall be for three (3) years.

C. Committee Composition and Selection

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

   i. three (3) members of the bargaining unit elected by the Association ii. two (2) representatives of the administration appointed by the local superintendent.

D. Chairperson

The committee chairperson shall be determined by a majority vote of the committee members.

E. Decision Making

Decisions shall be made by majority vote of the committee members present. A quorum shall consist of three (3) committee members, which must include at least one (l) administrator.

F. Training

Members of the LPDC shall be afforded the opportunity to attend training on the purpose, responsibilities, functioning, and legal requirements of LPDCs. Such training will be on release time with substitutes provided and shall be subject to professional leave.

G. Meetings and Compensation

1. The LPDC shall meet as often as the members deem necessary to complete their work.

2. Association LPDC members shall receive a stipend of $1,500 for committee work. A teacher must serve to the end of the school year to receive the stipend. The LPDC Chair will receive an additional $500.00.

3. Meeting space, file storage facilities, and clerical help as needed by the committee shall be provided at the Union Local School.

4. The committee members shall present a general report to the Board and Association at their respective meetings in June.

5. The committee meetings shall be conducted in keeping with its by-laws and as governed by the laws of the state of Ohio.

H. Committee Responsibility

The committee's responsibilities shall include, but not be limited to, approval of individual professional development plans for all certificated/licensed employees, development and approval of all district or building professional development activities including in-service days, approval of all C.E.U.'s, coursework, workshops, etc. that could be used for professional growth.

I. Appeals Process

The LPDC shall institute a procedure for any member to appeal a decision of the LPDC to an impartial panel within thirty (30) days of the LPDC decision.

144 LABOR-MANAGEMENT COMMITTEE

A. Purpose

In an effort to solve problems before they become formal grievances, the

administration agrees to establish a Labor-Management Committee consisting of representatives of both the Association and the Administration. Its main function shall be to confer on all matters of mutual concern; to keep both parties to this Agreement informed of changes and developments caused by conditions other than covered by this Agreement; to keep the staff of all departments working at peak efficiency and to confer over potential problems in an effort to keep such matters from becoming major in scope. It is recognized that bargaining member concerns should be addressed at the lowest possible administrative level. The committee shall be FMCS trained and shall consist of no more than one (1) bargaining unit member from each building (Elementary, Middle School and High School), appointed by the Association President, the Association President, the Superintendent or his designee, and two (2) members from the administration, appointed by the Superintendent unless the parties mutually agree that additional representatives may attend a specified session.

B. Meeting Format

The meetings of the Labor-Management Committee are intended to be informal in nature. In an effort to maintain an atmosphere of free exchange of ideas and concerns, formal minutes of meetings shall not be kept; however, any agreements reached shall be reduced to writing.

C. Meeting Schedule

Meetings of the Labor-Management Committee shall be held on an "as needed basis" as agreed upon by both the Association President and the Superintendent. In addition, either party may request that the Labor-Management Committee meet to discuss matters of imminent concern. The Labor-Management Committee shall not reach consensus on issues unless the Superintendent and Association President are in attendance. Meetings of the Labor-Management Committee shall be held Monday through Friday, any time after 3:45 p.m. unless a different time is agreed to by the parties.

D. The Labor-Management Committee does not replace the grievance process.

14.5 CLASSROOM ENVIRONMENT COMMITTEE

A Committee for the betterment of the classroom environment for student classroom placement to be completed by prior grade level teachers during the fourth 9-week period.

14.6 SCHOOL HEALTH SAFETY COMMITTEE

A. Annually by September 15, a school health/safety and discipline review committee shall be established consisting of 3 members selected by the Superintendent, and 3 certificated/licensed staff members selected by the Association (1 elementary, 1 middle school, 1 high school). This committees shall meet as needed as determined by both the Association President and the Superintendent, four times per year (from September through May). The committee is authorized to explore and recommend to the Board programs and/or procedures that will provide a safe and healthy school environment. The committee shall produce a prioritized list of projects for the District to accomplish in order to improve health and safety in the school environment.

The committee should seek information, advice, and training from other educators, professional law enforcement, judicial personnel, security professionals, community, business, government, and PTA leaders as it relates to school safety. The committee shall develop and/or recommend to the Board a general school safety and contingency plan which will provide guidelines for each school building. Plans shall address the physical environment including, but not limited to, lighting, lockers, the locking of doors, secure parking lots, etc. The plan shall address crisis management including crime or violence reporting, communications with police or emergency personnel, development of alarm codes, media contact, building evacuations, etc.

B. Certificated/licensed staff members on the committee who attend such meeting(s) may be provided paid release time with substitutes as deemed appropriate by the Board. The committee may be expanded by the Board to include non-teaching employees of the district and members of the community who may add needed expertise to the discussions. Meetings may be held before or after school as determined by the superintendent.

14.7 CALENDAR COMMITTEE

A. A committee composed of three (3) certificated/licensed staff members selected by the president of the Association, three (3) members of the Ohio Association of Public School Employees Local, and three (3) administrators selected by the superintendent shall meet at mutually agreed times to discuss and develop a calendar. Submissions must be made prior to March 1.

B. The superintendent shall serve as an advisor to the calendar committee and answer questions that are proposed by the committee during their calendar committee meetings. The committee will present an agreed upon calendar for recommendation for board approval no later than the May board meeting. The Board is required to hold a public hearing on the school calendar thirty (30) days prior to the adoption of said calendar.

C. Changes and/or alterations to the calendar shall be kept to a minimum. In cases where a substantive change to the calendar must be made, the superintendent must communicate those changes to the ULEA president and OAPSE president for a decision about whether to refer the issue back to the committee. Note: Substantive changes include, but not limited to: professional development, in-service training, holiday changes, and extracurricular related events. Emergency changes include, but are not limited to: weather, safety, facility and infrastructure.

14.8 TEACHER EVALUATION COMMITTEE

Please refer to Article X for the teacher evaluation committee.

ARTICLE XV
CONTRACT

15.1 EFFECTIVE DATES

All Articles of this Master Agreement shall be effective from 12:01 AM, September l, 2025 to 12:00 midnight August 31, 2027, both dates inclusive. Notification to commence negotiations shall be given at least seventy-five (75) days but not more than one hundred (100) days prior to the expiration of the current term of the Master Agreement. When notice is given, as provided above, negotiations shall be immediately entered into and proceed with all due diligence until a new Master Agreement is reached in accordance with Article.

15.2 COST OF CONTRACT PREPARATION

After ratification by both parties, the Board will prepare and provide to the Association quadruplicate originals of the agreement for signing. Thereafter the Board will provide the Association with one hundred fifty (150) copies of the agreement for Association use, and the cost of preparation and duplication shall be shared equally by the Board and the Association

15.3 MAINTENANCE/SEVERABILITY CLAUSE

A. If any provision of this agreement or the application of any provision shall be rendered or declared invalid, unlawful, or not enforceable by any court action or by reason of any existing or subsequently enacted legislation, then such provision shall not be applicable, performed, or enforced, but all remaining parts of this Agreement shall remain in full force and effect for the term of this Agreement. The parties hereto agree that they will meet and negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either of the parties hereto.

B. Any established benefit not addressed in this agreement shall be maintained in effect throughout the term of this agreement. This provision shall not be construed to limit management rights that are unrelated to benefits.

15.4 ZIPPER CLAUSE

All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein shall not be binding upon the parties to this agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have set their hands to duplicates hereof, each of which shall be deemed an original the year and date first above written.

BOARD OF EDUCATION OF
THE UNION LOCAL SCHOOL DISTRICT

By: _____
President

UNION LOCAL EDUCATION
ASSOCIATION

By: _____
President

APPENDIX A

PARENT COMPLAINT FORM

DATE: _____ _____

NAME: _____ _____ _____

ADDRESS: _____ _____ _____ _____

TELEPHONE: _____ _____ _____

COMPLAINANT REPRESENTS:

_____ HIMSELF/HERSELF REQUEST A CONFERENCE

_____ ORGANIZATION _____ YES _____NO

_____ OTHER GROUP

(1) WHOM IS THIS COMPLAINT AGAINST?

(2) COMPLAINT: (PLEASE SPECIFY THE NATURE OF THIS COMPLAINT. USE REVERSE SIDE IF NECESSARY.)

_____ _____ _____

PARENT SIGNATURE

****

OFFICE USE ONLY

THE ABOVE STATED COMPLAINT HAS BEEN REVIEWED WITH THE CERTIFICATED STAFF MEMBER.

_____ _____ _____

SIGNATURE (IMMEDIATE SUPERVISOR)

SIGNATURE (CERTIFICATED STAFF MEMBER)

APPENDIX B

UNION LOCAL SCHOOL DISTRICT

GRIEVANCE FORM

BEFORE COMPLETING:

(1) Discussion regarding grievance shall first be held with Principal or designee within 20 days of alleged grievance.
(2) Form must be completed and filed with superintendent or superintendent's secretary within five (5) days following the discussion with principal/designee.
(3) A copy of grievance shall be filed by the aggrieved certificated staff member with the Superintendent and the Association's Grievance Committee.

Name_____ Building Assigned_____ Grievance No._____

Date of Grievance_____ Date of Formal Presentation

STATEMENT OF GRIEVANCE: (A concise statement of the facts upon which the grievance is based and a reference to the specific provision of the memorandum, contract, policy, rule or regulation allegedly violated, misinterpreted or misapplied.)

ACTION REQUESTED:

_____
Signature of Aggrieved

APPENDIX C

Union Local School District
Teachers Salary Schedule
2025-2026 School Year

Base Salary $40,231.16

Steps	BACHELORS		5TH YEAR		MASTERS		MA +30	
0	1.000	40,231.16	1.050	42,242.72	1.100	44,254.28	1.156	46,507.22
1	1.043	41,961.10	1.098	44,173.81	1.156	46,507.22	1.212	48,760.17
2	1.086	43,691.04	1.146	46,104.91	1.212	48,760.17	1.268	51,013.11
3	1.129	45,420.98	1.194	48,036.01	1.268	51,013.11	1.324	53,266.06
4	1.172	47,150.92	1.242	49,967.10	1.324	53,266.06	1.380	55,519.00
5	1.215	48,880.86	1.290	51,898.20	1.380	55,519.00	1.436	57,771.95
6	1.258	50,610.80	1.338	53,829.29	1.436	57,771.95	1.492	60,024.89
7	1.301	52,340.74	1.386	55,760.39	1.492	60,024.89	1.548	62,277.84
8	1.344	54,070.68	1.434	57,691.48	1.548	62,277.84	1.604	64,530.78
9	1.387	55,800.62	1.482	59,622.58	1.604	64,530.78	1.660	66,783.73
10	1.430	57,530.56	1.530	61,553.67	1.660	66,783.73	1.716	69,036.67
11	1.473	59,260.50	1.578	63,484.77	1.716	69,036.67	1.772	71,289.62
12	1.516	60,990.44	1.626	65,415.87	1.772	71,289.62	1.828	73,542.56
13	1.559	62,720.38	1.674	67,346.96	1.828	73,542.56	1.884	75,795.51
14	1.602	64,450.32	1.722	69,278.06	1.884	75,795.51	1.940	78,048.45
17	1.623	65,295.17	1.746	70,243.61	1.912	76,921.98	1.968	79,174.92
20	1.645	66,180.26	1.770	71,209.15	1.940	78,048.45	1.996	80,301.40
23	1.688	67,910.20	1.818	73,140.25	1.996	80,301.40	2.052	82,554.34
24	1.710	68,775.17	1.842	74,105.80	2.024	81,427.87	2.080	83,680.81
26	1.731	69,640.14	1.866	75,071.34	2.052	82,554.34	2.108	84,807.29
28	1.7525	70,505.11	1.890	76,036.89	2.080	83,680.81	2.176	87,543.00
30	1.880	75,634.58	2.010	80,864.63	2.188	88,025.78	2.244	90,278.72
32	1.920	77,243.83	2.050	82,473.88	2.228	89,635.02	2.284	91,887.97
34	1.960	78,853.07	2.090	84,083.12	2.268	91,244.27	2.324	93,497.22

nion Local School District
eachers Salary Schedule
-2027 School Year

ase Salary $40,633.47

Steps	BACHELORS		5TH YEAR		MASTERS		MA +30	
0	1.000	40,633.47	1.050	42,665.14	1.100	44,696.82	1.156	46,972.29
1	1.043	42,380.71	1.098	44,615.55	1.156	46,972.29	1.212	49,247.77
2	1.086	44,127.95	1.146	46,565.96	1.212	49,247.77	1.268	51,523.24
3	1.129	45,875.19	1.194	48,516.36	1.268	51,523.24	1.324	53,798.71
4	1.172	47,622.43	1.242	50,466.77	1.324	53,798.71	1.380	56,074.19
5	1.215	49,369.67	1.290	52,417.18	1.380	56,074.19	1.436	58,349.66
6	1.258	51,116.91	1.338	54,367.58	1.436	58,349.66	1.492	60,625.14
7	1.301	52,864.14	1.386	56,317.99	1.492	60,625.14	1.548	62,900.61
8	1.344	54,611.38	1.434	58,268.40	1.548	62,900.61	1.604	65,176.09
9	1.387	56,358.62	1.482	60,218.80	1.604	65,176.09	1.660	67,451.56
10	1.430	58,105.86	1.530	62,169.21	1.660	67,451.56	1.716	69,727.03
11	1.473	59,853.10	1.578	64,119.62	1.716	69,727.03	1.772	72,002.51
12	1.516	61,600.34	1.626	66,070.02	1.772	72,002.51	1.828	74,277.98
13	1.559	63,347.58	1.674	68,020.43	1.828	74,277.98	1.884	76,553.46
14	1.602	65,094.82	1.722	69,970.84	1.884	76,553.46	1.940	78,828.93
17	1.623	65,948.12	1.746	70,946.04	1.912	77,691.19	1.968	79,966.67
20	1.645	66,842.06	1.770	71,921.24	1.940	78,828.93	1.996	81,104.41
23	1.688	68,589.30	1.818	73,871.65	1.996	81,104.41	2.052	83,379.88
24	1.710	69,462.92	1.842	74,846.85	2.024	82,242.14	2.080	84,517.62
26	1.731	70,336.54	1.866	75,822.06	2.052	83,379.88	2.108	85,655.35
28	1.7525	71,210.16	1.890	76,797.26	2.080	84,517.62	2.176	88,418.43
30	1.880	76,390.92	2.010	81,673.27	2.188	88,906.03	2.244	91,181.51
32	1.920	78,016.26	2.050	83,298.61	2.228	90,531.37	2.284	92,806.85
34	1.960	79,641.60	2.090	84,923.95	2.268	92,156.71	2.324	94,432.18

Union Local School District
Supplemental Salaries (Revised)
2025-2027

Based on Salary of 40,213.16

SCHOLASTIC CHALLENGE CO	0.02	784.88
FRESHMEN CLASS ADV.	0.02	784.88
SOPHOMORE CLASS ADV.	0.02	784.88
HS STUDENT COUNCIL ADVISOR	0.02	784.88
MS STUDENT COUNCIL ADVISOR	0.02	784.88
MS SPELLING BEE COORDINATOR	0.02	784.88
ES SPELLING BEE COORDINATOR	0.02	784.88
DI HIGH SCHOOL	0.02	784.88
DI MIDDLE SCHOOL	0.02	784.88
DI ELEMENTARY SCHOOL	0.02	784.88
PALS CLUB ADVISOR	0.02	784.88
RIGHT TO READ COORD	0.02	784.88
PEP CLUB HIGH SCHOOL	0.02	784.88
DIVERSITY CLUB HIGH SCHOOL	0.02	784.88
DRUG FREE CLUB HIGH SCHOOL	0.02	784.88
DRUG FREE CLUB MIDDLE SCHOOL	0.02	784.88
ANNUAL ADV MIDDLE SCHOOL	0.02	784.88
BAND AUXILIARY ADVISOR	0.03	1,177.33
SPANISH CLUB ADVISOR	0.03	1,177.33
NHS ADVISOR	0.03	1,177.33
ART CLUB ADVISOR	0.03	1,177.33
CULTURE CLUB ADVISOR	0.03	1,177.33
BOOK CLUB ADVISOR	0.03	1,177.33
7th GR CHR.ADV., FALL	0.04	1,569.77
7th GR CHR.ADV., WINTER	0.04	1,569.77
8th GR CHR.ADV.,FALL	0.04	1,569.77
8th GR CHR.ADV., WINTER	0.04	1,569.77
JR HI FOOTBALL CHEERING	0.04	1,569.77
JR HI BASKETBALL CHEERING	0.04	1,569.77
JV CHEER ADV	0.04	1,569.77
COMPUTER CLUB ADV	0.04	1,569.77
MULTI-MEDIA DIRECTOR HS	0.04	1,569.77
MULTI-MEDIA DIRECTOR ES	0.04	1,569.77
MULTI-MEDIA DIRECTOR MS	0.04	1,569.77
ASST.ROE ADVISOR	0.04	1,569.77
CLOSE UP ADV	0.04	1,569.77
ROBOTICS CLUB ADVISOR	0.04	1,569.77
FEA ADV.	0.04	1,569.77

SENIOR CLASS ADV.	0.04	1,569.77
JR HI CROSS COUNTRY COACH	0.04	1,569.77
JR HI TRACK COACH	0.04	1,569.77
JR HI TRACK COACH	0.04	1,569.77
ASST SOCCER COACH	0.04	1,569.77
JSA ADVISOR	0.04	1,569.77
JV/FRESHMAN FOOTBALL CHEERING	0.04	1,569.77
JV/FRESHMAN BASKETBALL CHEERING	0.04	1,569.77
DRAMA ASSISTANT	0.04	1,569.77
HEAD FOOTBALL CHEERING ADV.	0.05	1,962.21
HEAD BASKETBALL CHEERING ADV.	0.05	1,962.21
NEWSPAPER ADV	0.05	1,962.21
TRACK MEET DIRECTOR	0.05	1,962.21
TESTING COORD ELEMENTARY SCHOOL	0.05	1,962.21
TESTING COORD MIDDLE SCHOOL	0.05	1,962.21
TESTING COORD HIGH SCHOOL	0.05	1,962.21
COLLEGE CREDIT PLUS	0.05	1,962.21
HEAD GOLF COACH	0.06	2,354.65
HEAD BOWLING COACH	0.06	2,354.65
7th GR VOLLEYBALL COACH	0.06	2,354.65
8th GR VOLLEYBALL COACH	0.06	2,354.65
9th GR VOLLEYBALL COACH	0.06	2,354.65
7th GR FOOTBALL COACH	0.06	2,354.65
7th GR FOOTBALL COACH	0.06	2,354.65
8th GR FOOTBALL COACH	0.06	2,354.65
8th GR FOOTBALL COACH	0.06	2,354.65
JR HI WRESTLING COACH	0.06	2,354.65
JR HI WRESTLING COACH	0.06	2,354.65
JR HI BOYS BBALL COACH	0.06	2,354.65
JR HI BOYS BBALL COACH	0.06	2,354.65
JR HI GIRLS BB COACH	0.06	2,354.65
JR HI GIRLS BB COACH	0.06	2,354.65
ROE ADVISOR	0.06	2,354.65
ANNUAL ADV. (Year Book)	0.06	2,354.65
DRAMA HEAD COACH	0.06	2,354.65
FFA ADVISOR	0.07	2,747.09
9th GR BOYS BBALL COACH	0.07	2,747.09
ASSISTANT BASEBALL COACH	0.07	2,747.09
ASSISTANT SOFTBALL COACH	0.07	2,747.09
J.V. BASEBALL COACH	0.07	2,747.09
J.V. SOFTBALL COACH	0.07	2,747.09
9TH GRADE GIRLS BASKETBALL	0.07	2,747.09
ASST TRACK COACH	0.07	2,747.09

ASST TRACK COACH	0.07	2,747.09
9th GR FOOTBALL COACH	0.07	2,747.09
9th GR FOOTBALL COACH	0.07	2,747.09
J.V. WRESTLING COACH	0.07	2,747.09
J.V. VOLLEYBALL COACH	0.07	2,747.09
ASSISTANT MARCHING BAND	0.07	2,747.09
WEIGHTS ADV	0.07	2,747.09
ASSISTANT SWIM COACH	0.07	2,747.09
HEAD CROSS COUNTRY	0.09	3,531.98
HEAD SOCCER COACH	0.09	3,531.98
J.V. BOYS BBALL COACH	0.09	3,531.98
J.V. GIRLS BBALL COACH	0.09	3,531.98
ASST FOOTBALL COACH	0.09	3,531.98
ASST FOOTBALL COACH	0.09	3,531.98
ASST FOOTBALL COACH	0.09	3,531.98
ASST FOOTBALL COACH	0.09	3,531.98
HEAD SWIM COACH	0.09	3,531.98
HEAD SOFTBALL COACH	0.11	4,316.86
HEAD TRACK COACH	0.11	4,316.86
HEAD BASEBALL COACH	0.11	4,316.86
HEAD VOLLEYBALL COACH	0.11	4,316.86
HEAD WRESTLING COACH	0.11	4,316.86
HEAD MARCHING BAND DIRECTOR	0.11	4,316.86
HEAD FOOTBALL COACH	0.16	6,279.07
HEAD BOYS BBALL COACH	0.16	6,279.07
HEAD GIRLS BBALL COACH	0.16	6,279.07

APPENDIX D

BENEFITS

Medical

H. Specifications – PPO:

Maximum Benefits	Unlimited
Deductible	$250/individual $500/family
Accumulation Period	Calendar Year
Co-Insurance Provision	In-System: 90% by the insurance carrier and 10% by the patient up to a yearly maximum out-of-pocket of $750 per individual or $1,500 for two or more family members. After the out-of-pocket has been met by the employee, 100% of eligible charges will be paid. Out-of-System: 80% by the insurance carrier and 20% by the patient up to a yearly maximum out-of-pocket of $1,000 per individual or $2,000 for two or more family members.
Preventative	Routine Pap test, mammogram, and prostate cancer test once per year shall be a covered expense (unless found by a physician to be necessary more often)
Routine Colonoscopy	Shall be covered under the terms contained in the benefit booklet
Dependent Coverage	Unmarried dependent children from birth to age 19 (to age 26 if full-time student), provided the child is dependent upon the employee for support and maintenance in accordance with the Internal Revenue Service dependent guidelines.
Pre-Admission Certification	Under the Pre-Admission Certification/Concurrent Review Program, the doctor's recommendation for non-emergency hospitalization is reviewed and "pre-certified" before the Individual is admitted to the hospital. Any elective non-emergency hospital stay (including maternity admissions) must be pre-certified. Failure to follow the pre-admission procedure may result in the patient paying the first two hundred ($200) of room and board charges. The admission procedure must be followed for emergency care within forty-eight (48) hours after the emergency.

APPENDIX E

DENTAL INSURANCE

Plan Description (summary only):

1.	Maximum benefits/covered person:	Class I, II, or III - $2,500/person per year
2.	Deductible/Individual	$25.00 per year
3.	Deductible/Family	$75.00 per year
4.	Co-Insurance Amounts	
	i. Class I Prevention	100% of Usual & Customary (no deductible)
	ii. Class II Basic	80% of Usual & Customary
	iii. Class III Major	80% of Usual & Customary
	iv. Class IV Orthodontia	60% of Usual & Customary
	v. Lifetime maximum Orthodontia	$1,200 per individual

APPENDIX F

VISION

Specifications:

A. Eye examination – One regular eye examination in each twelve (12) consecutive month period by an ophthalmologist, optician or optometrist is provided for each person covered under the program. The maximum payment is $40 per exam.

B. Lenses – One pair in each twelve (12) consecutive month period is covered. Payment is made for the actual charge for one or two lenses or contact lenses, but not more than:

	Per Lens	Per Pair
Single Vision	$20	$40
Bifocals	$30	$60
Trifocals	$40	$80
Lenticular	$100	$200
Contact Lenses (cosmetic)	$35	$70
Contact Lenses (medically necessary)	$200	$400

NOTE: The amount for a single lens is fifty percent (50%) of the amount for a pair of lenses.

C. The plan will pay the actual charge for the services and supplies up to the maximum, the difference will be added to the maximum amount applicable to any other service or supply for which a charge is incurred within sixty (60) days.

D. The allowance for medically necessary contact lenses will be paid only if:

1. The lenses are necessary following cataract surgery.

2. Visual acuity cannot be corrected to 20/70 in either eye with other lenses, but can be corrected to at least 20/70 in eye with contact lenses.

3. The lenses are necessary for the treatment of anisometropia or keratoconus.

E. Frames – One set of frames is covered every twenty-four (24) consecutive month period, provided the frames are used with lenses prescribed after an eye examination. Frame allowance: $30.00. When new frames are not required, the payment allowed for frames may be applied toward the cost of the lenses.

F. Limitations and Exclusions:

1. Services for which vision coverage does not provide benefits include:
   a. Sunglasses, whether or not requiring a prescription
   b. Drugs or medications
   c. Employer-furnished services or supplies or those covered under workers' compensation laws, occupational disease laws or similar legislation.

d. Services and supplies rendered or furnished as a result of loss, theft or breakage of lenses, contact lenses or frames for which benefits were paid under the Group Contract and Certificate.
e. Orthoptics or vision training
f. Aniseikonic lenses
g. Coated lenses

2. Vision care does not provide full benefits for cosmetic vision needs. This distinction applies particularly to frames and contact lenses.

3. Should an individual select contact lenses instead of conventional lenses, when the latter is all that is needed, the program will pay the amount equal to the single lens plus the frame toward the cost of the contacts.

APPENDIX G

PROFESSIONAL DEVELOPMENT MEETING REPORT

1. NAME _____

2. TITLE OF MEETING _____

3. PLACE OF MEETING _____

4. DATE OF MEETING _____

5. BRIEF DESCRIPTION OF PURPOSE OF MEETING _____

6. MAJOR IDEAS OR PROGRAMS WHICH YOU THOUGHT WERE VALUABLE

7. ANY OTHER COMMENTS _____

APPENDIX H

UNION LOCAL SCHOOL DISTRICT
REQUEST FOR PROFESSIONAL DEVELOPMENT LEAVE

NAME: _____ _____ DATE
(Last) (First)

I request: _____ day(s) professional development leave to attend the:

Name of Meeting:

Sponsoring Organization:

Location of Meeting:

Date(s) of Meeting:

1. Without deduction of salary
2. Full deduction of salary
3. Substitute Needed ___ Yes ___ No
4. If ½ day leave ___ a.m. or ___ p.m.

ESTIMATED EXPENSES:

Current cost for a substitute	# of day(s)	x $	=	$
Transportation ($.32.5/mile or other)				$
Lodging	# of day(s)	x $		$
Meals ($30.00 limit)				$
Registration				$
Parking				$
Miscellaneous (Description):				$
Total Estimate				$

Please describe funding source (e.g. name of grant, scholarship, fund, etc.):

_____

_____

_____

Are you a member of the Sponsoring Organization?
If you are a member, do you hold any special position?

Principal's recommendation and comments:

_____

_____ _____

(For Office Use)

Date Received: Approved Not Approved
Superintendent

*The meeting brochure must be attached.
*Professional Meeting Report attached, if approved, to be completed upon return from conference/workshop
*Must be received by the Superintendent 7 days in advance of trip
*Would you be willing to share your experience at a faculty meeting or present during a school in-service?

APPENDIX I

NEW

TRANSFER OF SICK LEAVE FORM

NAME OF EMPLOYEE: _____ _____ ___

SCHOOL: ___ _____ _____

POSITION: _____ _____

I _____ _____ _____, [employee name] hereby transfer to
_____ _____ _____, [named transfer to] who is a member of the bargaining unit the total amount of _____ ____ sick leave days. This transfer is to be effective immediately and I certify that I have at least _____ days available in my leave account.

_____ _____ _____ _____

SIGNED DATE

Teacher Performance Evaluation Rubric

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

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

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

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

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

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

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

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

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

Union Local School District

Appendix K

Professional Growth Plan

Teacher Name _____ School Year _____

Evaluator _____ Building _____

☐ Self-Directed / Teacher Developed

☐ Collaborative / Co-Developed with evaluator

ANNUAL FOCUS *These are addressed by the evaluator as appropriate for this teacher*	**DATE** *Record dates when discussed*	**AREAS FOR PROFESSIONAL GROWTH** *supports needed, resources, professional development* *Comments during conference with teacher and evaluator are made appropriate to the needs of the teacher*
Goal 1: *Student Achievement/Outcomes for Students* *Goal Statement:*		
Evidence Indicators:		
Goal 2: *Teacher Performance on the Ohio Standards for the Teaching Profession* *Goal Statement:*		
Evidence Indicators:		

Comments:

Teacher signature _____ Date _____

Evaluator signature _____ Date

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

Union Local School District

Appendix L

Teacher Evaluation Observation Review

Teacher Name _____ Date _____

Grade/Sub. Area _____

Evaluator Name _____

	Ineffective	Developing	Skilled	Accomplished
FOCUS FOR LEARNING				
ASSESSMENT DATA				
PRIOR CONTENT KNOWLEDGE / SEQUENCE / CONNECTIONS				
KNOWLEDGE OF STUDENTS				
LESSON DELIVERY				
DIFFERENTIATION				
RESOURCES				
CLASSROOM ENVIRONMENT				
ASSESSMENT OF STUDENT LEARNING				
PROFESSIONAL RESPONSIBILITIES				

*Evidence collected and OELS adopted rubric will accompany this form

Overall Rating:
(this observation only)

_____ Ineffective

_____ Developing

_____ Skilled

_____ Accomplished

Evaluator Signature _____

Teacher Signature

** Signature does not indicate agreement with the contents. It simply indicates a receipt of the document.*

Union Local School District

Classroom Walk-Through Checklist: Focus on Learners & Relevance

Teacher: **Subject/Grade**
Date: **Start Time/End Time:**

Quality Evidence	Observations
Student Engagement ❑ Authentically on Task ❑ Passive/Compliant ❑ Disengage/Disruptive	
Whole Class ❑ Asking & responding to questions ❑ Listening & note taking ❑ Participating in discussion ❑ Participating in guided practice	
Small Group or Paired ❑ Students have defined Responsibilities ❑ Students encourage one another ❑ Collaboratively producing a product ❑ Collaboratively problem-solving ❑ Participating in discussion ❑ Presenting	
Individual ❑ Independently producing a product ❑ Independently solving a problem ❑ Independent practice/application ❑ Presenting ❑ Silent reading ❑ Writing Activity ❑ Researching Information	
Level(s) of Student Work ❑ Remembering ❑ Understanding ❑ Applying ❑ Analyzing ❑ Evaluating ❑ Creating	

Strengths:

Area(s) of Need:

Classroom Walk-Through Checklist: Focus on Instruction & Rigor

Teacher: **Subject/Grade**
Date: **Start Time/End Time:**

Quality Evidence	Observations
❑ **Standards-Based Learning Objective** (posted/written) ❑ **Evidence of Lesson Plan** ❑ **Fidelity of Core Programs-Implementing Adopted curriculum**	
Differentiation ❑ Content ❑ Learning Process ❑ Student Product ❑ Skill Development ❑ Support ❑ Learning Time ❑ Flexible/Fluid Groupings	
Learning Design ❑ Alternating whole & small group activity ❑ Efficient transitions ❑ Equitable Student Participation	
Direct Instruction ❑ Modeling ❑ Think Alouds ❑ Re-Teaching ❑ "I do, We do, You do"-Gradual Release ❑ Mini Lessons/Focus Lessons (5-7 minutes) ❑ Guided Practice ❑ Lecturing/Presentation ❑ Visual Aids	
Classroom Discussion ❑ Student-led discussion/presentations ❑ Teacher-Directed Q & A	
Check for Learning/Understanding **Formative & Summative Assessments** ❑ Verbal Questioning ❑ Monitoring student practice ❑ Total group response (white boards, show of hands, choral response, thumbs up, etc.) ❑ Writing to learn activity (exit tickets, memory box, etc) ❑ Other:	
Embedded Literacy ❑ Writing across the curriculum ❑ Reading in content areas ❑ Evidence of writing process	

Strengths:

Area(s) of Need:

Union Local School District

Classroom Walk-Through Checklist: Focus on Environment & Culture

Teacher:

Subject/Grade:

Date:

Start Time/End Time:

Quality Evidence	Observations

Classroom Appearance

- ❑ Organized, neat & uncluttered
- ❑ Learning goals/data is displayed
- ❑ Standards-based student work is displayed
- ❑ Other visuals support learning

Classroom Management

- ❑ Safe & orderly environment
- ❑ Routines & Procedures are evident
- ❑ Evidence that students understand behavioral expectations
- ❑ Evidence that students share responsibility for effective operations
- ❑ Positive Behavior is reinforced
- ❑ Negative behavior is addressed through redirecting
- ❑ Teacher circulates throughout the classroom
- ❑ Teacher manages/monitors many activities simultaneously
- ❑ Teacher manages proactively & calmly
- ❑ Time is used effectively & efficiently
- ❑ Researching Information

Classroom Culture

- ❑ Respectful, positive student-teacher relationships are evident
- ❑ Students demonstrate mutual respect
- ❑ Students are comfortable sharing ideas, questions, concerns or needs
- ❑ Evidence of celebrating student success
- ❑ Evidence of developing leadership skills

Strengths:

Area(s) of Need:

Union Local School District

Final Summative Rating of Teacher Effectiveness

Worksheet

Teacher Name Building

Evaluator Name Date

Note: The information contained on this rating worksheet will be maintained in eTPES as prescribed by the Ohio Department of Education and Ohio Revised Code. The eTPES system calculates and maintains the final summative rating product.

Proficiency on Standards 50%	Ineffective	Developing	Skilled	Accomplished
Cumulative Performance Rating (Holistic Rating using Performance Rubric)				

Areas of reinforcement/refinement:

Student Growth Data 50%	Below Expected Growth	Expected Growth	Above Expected Growth
Student Growth Measure of Effectiveness			

Areas of reinforcement/refinement:

	Ineffective	Developing	Skilled	Accomplished
Final Summative Overall Rating				

Evaluator signature Date

Teacher signature Date

- The signatures above indicate that the teacher and the evaluator have discussed the Summative Rating.
- The teacher may provide additional information to the evaluator within 10 working days of the receipt of this form and may request a second conference with the evaluator. Any additional information will become part of the summative record.

Union Local School District
Teacher Improvement Plan

Appendix O

Teacher Name _____ Evaluator Name _____

Grade Level / Subject _____ Building _____ School Yr. _____

Section 1: Improvement Statement *List specific areas for improvement as related to the Ohio Standards*

Performance Standard(s) Addressed in this Plan	*Date of Improvement Areas or Concern Observed*	*Specific Statement of the Concern: Areas of Improvement*

Section 2: Desired Level of Performance *List specific measurable goals to improve performance. Indicate what will be measured for each goal.*

Beginning Date	*Ending Date*	*Level of Performance* *Specifically Describe Successful Improvement Target(s)*

Section 3. Specific Plan of Action

Describe in detail specific plans of action that must be taken by the teacher to improve his/her performance. Indicate the source of evidence that will be used to document the completion of the improvement plan.

Actions to be Taken	*Sources of Evidence that Will be Examined*

Section 4. Assistance and Professional Development

Describe in detail specific supports that will be provided as well as opportunities for professional development

Follow up Observation Date (20-50 days) _____ Date for this improvement plan to be evaluated: _____

Teacher signature _____ Date

Evaluator signature _____ Date

The evaluator's signature on this form verifies that the proper procedures as detailed in law and contract have been adhered to.

Union Local School District
Teacher Improvement Plan

Appendix P

Evaluation of Plan

Teacher Name _____ Grade Level / Subject _____

School Year _____ Building _____ Date of Evaluation _____

The improvement plan will be evaluated at the end of the time specified in the plan. Outcomes from the improvement plan demonstrate the following action being taken:

- ☐ Improvement is demonstrated and performance standards are met to a satisfactory level of performance*
- ☐ The improvement Plan should continue for time specified: _____
- ☐ Dismissal is recommended

Comments:

I have reviewed this evaluation and discussed it with my evaluator. My signature indicates that I have been advised of my performance status; it does not necessarily imply that I agree with this evaluation.

Teacher Signature _____ Date _____

Evaluator Signature _____ Date _____

*The evaluator's signature on this form verifies that the proper procedures as detailed in law and contract have been adhered to.