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COLLECTIVE BARGAINING AGREEMENT

between the

ORRVILLE CITY BOARD OF EDUCATION

(Wayne County, Ohio)

and the

EDUCATION ASSOCIATION OF ORRVILLE

Effective
July 1, 2026 12:00 AM - June 30, 2029 11:59 PM

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ARTICLE 1- RECOGNITION OF THE ASSOCIATION

A. RIGHT TO JOIN

It is recognized that all certified/licensed personnel have the right to join, or to refrain from joining, any organization for their professional or economic improvement and for the advancement of public education, but the membership in any organization shall not be required as a condition of employment as a teacher in the Orrville City School District.

B. RECOGNITION

1. The Orrville City Board of Education, hereinafter "Board," recognizes the Education Association of Orrville, hereinafter referred to as the "Association" or "EAO," as the exclusive representative for all certificated/licensed staff including Small Group Instructors (SGIs), of the Orrville City School District, excepting the Central Office administrators, the Building Principals, the Athletic Director and the school psychologists. All bargaining unit members are to be accorded all provisions of this Contract except where specifically delineated. EAO is part of the larger Ohio Education Association and National Education Association.

C. BARGAINING UNIT RIGHTS

1. The Board shall provide the association annually the staff directory.

2. The Board shall provide new employee information within one (1) week of their first work day.

3. The Board shall provide the Association with no less than a ten (10) days' notice of the annual employee orientation meeting and shall provide the Association with up to thirty (30) minutes to discuss Association issues and membership without the presence of the Administration.

4. As the exclusive representative, the Association shall have:

    A. Use of a portion of an existing bulletin board in each building in an appropriate place as identified by the building principal;

    B. Use of intra-district delivery service and use of staff mailboxes for communication with Association members.

    C. Use of building copiers for Association business. The Association may be required to provide their own copy supplies or reimburse the District for supplies.

    D. Use of school building for Association meetings, either before or after school hours.

E. The right to address employees at the conclusion of any staff meeting.

F. The right to represent bargaining unit members on any employment related matters, when there is a disciplinary component or tied to evaluations.

ARTICLE 2 - NEGOTIATION PROCEDURE

A. NEGOTIATING TEAMS

1. While no formal agreement shall be executed without ratification by the Association and adoption by the Board, the parties mutually pledge that their representatives shall be clothed with the power necessary to make proposals, consider proposals, tentatively approve proposals or reject proposals and make counter proposals in the course of negotiations.

2. The Professional Negotiating Committee of the Association shall consist of a maximum of six (6) bargaining unit members and a labor relations consultant. The names of the Association's members shall be filed with the Superintendent by the Association President, by December 1 of each year.

3. The Professional Negotiating Committee of the Board shall consist of a maximum of six (6) members and a labor relations consultant. The names of the Board's members shall be filed by the Superintendent with the Association President, by December l of each year.

B. SCOPE OF NEGOTIATIONS

1. Those matters which shall be negotiable shall be those items which pertain to wages, hours, or terms and other conditions of employment, and the continuation, modification or deletion of an existing provision of this Collective Bargaining Agreement, except as otherwise specified by Ohio Revised Code (ORC) 4117.

2. This contract supersedes and prevails over all State laws and regulations except as specifically set forth in ORC 4117.10(A). If the Board implements any rule, policy or procedure that directly conflicts with this Agreement, it agrees to bargain the effects of the rule, policy or procedure in accordance with State or Federal law.

3. If a section of this contract is found unlawful after all court appeals have been exhausted, then all other provisions of the contract shall remain in full force and effect.

4. The Board and Association will bargain over the impact of a final, binding court decision in order to bring the contract into compliance.

C. FORMAL MEETINGS

1. Either committee may call for the first formal meeting by sending a letter to either the Superintendent or the Association President. The first meeting will be scheduled on a mutually satisfactory date.

2. The first formal meetings, each year, shall be devoted to reviewing changes or revisions of the Collective Bargaining Law followed by an exchange of proposals and an agreement on the agenda. Once the proposals are exchanged, no new items may be proposed without mutual agreement of both committees.

3. All subsequent meetings (after the first meeting) will be scheduled on mutually satisfactory dates. Meeting dates will be within seven (7) days of the preceding meeting, unless hazardous weather, illness or other mutually acceptable reasons cause an exception.

4. Written progress reports may be issued during negotiations, only if such releases have prior approval of both parties. At no time will reports be released to the news media or to anyone not employed by the Board without the mutual agreement of both, except as for purposes of professional counsel or assistance, in which case such parties shall honor the confidentiality of the negotiations process.

5. Either team may declare a recess. A recess can only commence after the time and place for the continuation of the negotiations has been determined.

6. Negotiations will be conducted beginning in February and continuing for a period of sixty (60) calendar days unless extended by mutual agreement. The only exception shall be in the case of hazardous weather, illness of team members, or other reasons mutually agreed upon.

7. During the actual bargaining sessions, no visitors will be permitted. No tape recorders or recording devices will be permitted at any bargaining sessions. Each team shall provide its own secretarial assistance. Data on any significant presentations will be presented in writing, with copies being presented to both committees.

8. Either committee may call for a caucus at any time. The team calling the caucus shall retire to another room for a period not to exceed thirty (30) minutes unless mutually agreeable to both committees.

D. AGREEMENT

1. As tentative agreement is reached on an individual item under negotiations, it shall be reduced to writing, initialed by a representative of each party, and shall not be changed except by mutual agreement of the parties.

2. When written total tentative agreement is achieved between the two (2) Professional Negotiating Committees on all items, the total tentative agreement will be signed by at least two (2) members of each committee and presented to the Association and the Board. Any item in the current Contract that is not changed through negotiations shall be carried forward automatically and be included in the new Contract.

3. Within ten (10) calendar days of the total tentative agreement, the Association shall consider the total tentative agreement for approval.

4. Once the total tentative agreement has been approved by the Association, it shall be submitted to the Board for approval at its next regular meeting.

E. MEDIATION-ALTERNATIVE DISPUTE SETTLEMENT PROCEDURE

In the event an agreement is not reached through negotiations after full consideration of the parties' issues, proposals and counterproposals, either team may declare impasse. While the Parties prefer to conduct the mediation in accordance with the rules and under the supervision of the Federal Mediation and Conciliation Service (FMCS), if FMCS is unavailable to provide such mediation services, the Parties will mutually agree to obtain a mediator through the State Employment Relations Board (SERB) or another dispute resolution entity (ADR Entity). Once an entity is selected and a mediator is assigned, the Parties' bargaining will then continue under the supervision of the mediator in accordance with applicable rules and procedures as promulgated by the entity that supplies the mediator. If there are any costs directly connected with the mediation services provided by FMCS, SERB or ADR Entity, the Board and the Association shall share them equally. The selected mediator shall have the power to call the parties to mediation sessions so long as the parties agree to keep the mediator involved. In the event that agreement is not reached through mediation by the expiration date of this 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.

F. PROVISIONS CONTRARY TO LAW

If any provision of this Negotiated Agreement is found to be in violation of the law by a Court of competent jurisdiction, then that provision shall be null and void and the law shall be followed.

G. "GOOD FAITH" BARGAINING

"Good faith" bargaining means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employees to negotiate in "good faith" at reasonable times and places with respect to wages, hours, terms and other conditions of employment, and the continuation, modification, or deletion of an existing provision of this Negotiated Agreement, with the intention of reaching an agreement or resolving questions arising under the

Agreement. This includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal or does it require the making of a concession.

H. REOPENER

1. The parties mutually agree that negotiations may be reopened to discuss the effects of Orrville Heartland objectives, as adopted by the Board, on wages, hours, and terms and conditions of employment during the term of this Collective Bargaining Agreement.

2. Any provision of this Contract that is found illegal by a Court is not binding on any affected party. If necessary, the parties will meet as soon as possible and bargain the effects of the conflict.

3. The parties mutually agree that negotiations may be reopened to discuss new or innovative programs or new legislation passed by the State of Ohio. Negotiations will not be for economic purposes unless any of the before mentioned items effect wages, hours and terms and conditions of employment during the term of this Collective Bargaining agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. PROPOSED OBJECTIVES

The Board recognizes that in the interest of effective personnel management, a procedure is necessary whereby its teachers can be assured of prompt, impartial and fair hearings on their grievances. Such procedures shall be available to all teachers, and no reprisals of any kind shall be taken against any teacher initiating or participating in the grievance procedure. The primary purpose of this procedure shall be to obtain, at the lowest administrative level and in the shortest period of time, equitable solutions to grievances which may arise.

B. DEFINITION OF TERMS

1. The “grievant” is defined as an employee, group of employees, or the Association who have a grievance.

2. The “Immediate Supervisor” is the Building Principal.

3. A “grievance” is a claim by a grievant of a violation, a misapplication, or a misinterpretation of the Negotiated Agreement. Any grievance shall be initiated, beginning with Step 1, within fifteen (15) teacher workdays of the most recent incident or condition being grieved.

4. “Days,” in reference to limitations shall refer to calendar days excluding Saturdays, Sundays, holidays and vacations for the parties involved.

However, limits may be adjusted by mutual agreement. Vacation days will be limited to four (4) weeks.

5. At any level, a grievance may be withdrawn by the grievant. Failure of the alleged grievant to follow the prescribed time lines makes the grievance null and void, and the facts or circumstances upon which the grievance was based shall not be refiled.

C. PROCEDURE

1. STEP 1: Immediate Supervisor

The grievant must present the issue by completing a grievance form and submitting it to his/her immediate supervisor within fifteen (15) workdays of when the grievant knew or reasonably should have known of the alleged wrongdoing. Said supervisor shall schedule a meeting with the grievant within five (5) workdays. The grievant may be accompanied by a Union representative at the meeting. The grievance form must identify article(s) allegedly violated, including the issue(s), the individual(s) affected, and the specific section(s) of the Contract alleged to be misinterpreted, misapplied, or violated and the remedy requested. Within five (5) workdays of the meeting with the supervisor, the supervisor shall give the grievant a written disposition to the grievance.

2. STEP 2: Principal

The Principal shall schedule a meeting with the grievant within five (5) workdays. Within five (5) workdays of the meeting with the Principal, the Principal shall give the grievant a written disposition to the grievance.

3. STEP 3: Superintendent/designee

a. If there is still not a satisfactory solution, the grievant may request a meeting by filing a written grievance with the Superintendent/designee within five (5) workdays after receiving the written disposition of Grievance Step 1. The Superintendent/designee shall hold a meeting with the grievant within ten (10 workdays after receipt of the grievance and shall provide a written answer within ten (10) workdays of the meeting.

4. STEP 4: Mediation

Either the Association or the Board may propose that the parties engage in mediation for the purpose of resolving the grievance. The parties must mutually agree to mediation or the process shall continue to arbitration within the timelines addressed in this article. Any costs associated with mediation shall be shared.

While the Parties prefer to conduct the mediation in accordance with the rules and under the supervision of the Federal Mediation and Conciliation Service (FMCS), if FMCS is unavailable to provide such mediation services, the Parties will mutually agree to obtain a mediator through the State Employment Relations Board (SERB) or another dispute resolution entity (ADR Entity). Once an entity is selected and a mediator is assigned, the Parties' bargaining will then continue under the supervision of the mediator in accordance with applicable rules and procedures as promulgated by the entity that supplies the mediator. If there are any costs directly connected with the mediation services provided by FMCS, SERB or ADR Entity, the Board and the Association shall share them equally. The selected mediator shall have the power to call the parties to mediation sessions so long as the parties agree to keep the mediator involved.

5. STEP 5: Arbitration

a. If the grievant is not satisfied with the resolution, he/she may request that the Association file a request for arbitration. The Association must file such request within ten (10) workdays of the Step 2 decision. The procedure and guidelines will be:

b. The Association shall petition the American Arbitration Association (AAA) to provide both parties with a list of arbitrators. Arbitrators will be selected in accordance with the Voluntary Labor Arbitration Rules of the AAA.

c. Once the arbitrator has been selected, he/she shall proceed with the arbitration of the grievance in accordance with the Voluntary Labor Arbitration Rules of the AAA. The arbitrator shall have the authority to consider only a single grievance or several grievances involving a common question of interpretation or application. The parties may mutually agree to utilize the services of another arbitration service.

d. The arbitrator shall render his/her decision within thirty (30) days of the close of the hearing. The decision shall be binding on all parties.

e. The arbitrator shall have no power to add to, subtract from or otherwise modify the terms and conditions of this Agreement, nor shall the arbitrator be permitted to make a decision which is contrary to law. The arbitrator has the authority to determine any question of arbitrability.

f. The cost of the arbitrator, including the cost of any transcript provided to the arbitrator, shall be borne equally by the Board and the Association. All other costs, including the cost of the transcript ordered by any party, shall be borne by the party incurring said costs.

D. REPRESENTATION

A grievant may represent himself/herself at all stages of the procedure. However, for non- disciplinary grievances, the Association shall be allowed to have a representative present at all stages of the procedure.

ARTICLE 4 - SALARIES

A. SMALL GROUP INSTRUCTORS (SGIs) SALARY: HOURLY RATE

1. SGIs shall be paid an hourly rate for each hour in quarter hour increments.

   TUTOR SCHEDULE
   Effective 7/1/2026 - 3.00% increase

Yrs of Exp		
0	1.0000	$29.04
1	1.0400	$30.20
2	1.0800	$31.37
3	1.1000	$31.95
4	1.1300	$32.81
5	1.1600	$33.69
10	1.1900	$34.56
15	1.2100	$35.14

2. This pay shall be forthcoming for each hour regularly scheduled, regardless of student attendance, and attendance at meetings with the Administration, teachers, or parents.

3. The parties agree that for the 2027-2028 school year and 2028-2029 school year, they will re-open this agreement for the purpose of negotiating annual wage increases for the SGIs. This bargaining will be conducted in accordance with both the provisions set out in Article 2 of this Agreement and O.R.C. 4117.

B. TEACHERS' SALARY INDEX AND SCHEDULES

1. Bargaining unit members whose first workday with the Orrville City Schools is after July 1, 2011 will be paid according to teachers' Salary Schedule A.

2. Bargaining unit members whose first workday with the Orrville City Schools is prior to July 1, 2011 will be paid according to Teachers' Salary Schedule B.

3. All teachers will be paid a Five Hundred Dollars ($500.00) Workload Stipend to acknowledge increase workload brought about by new education

initiatives, ORC mandates and increased testing requirements. This stipend will be paid in the last check in November of each contract year.

4. The parties agree that for the 2027-2028 school year and 2028-2029 school year, they will re-open this Agreement for the purpose of negotiating annual wage increases for the Certified teaching staff. This bargaining will be conducted in accordance with both the provisions set out in Article 2 of this Agreement and O.R.C. 4117.

Schedule A - Teachers Employed After 7/1/2011
Effective 7/1/2026

Yrs of Exp	BACH	150 HRS	MA	MA + 15
0	1.0000	1.0400	1.0850	1.1300
1	1.0400	1.0800	1.1300	1.1750
2	1.0800	1.1200	1.1750	1.2200
3	1.1200	1.1600	1.2200	1.2650
4	1.1600	1.2000	1.2650	1.3100
5	1.2000	1.2400	1.3100	1.3550
6	1.2400	1.2800	1.3550	1.4000
7	1.2800	1.3200	1.4000	1.4450
8	1.3200	1.3600	1.4450	1.4900
9	1.3600	1.4000	1.4900	1.5350
10	1.4000	1.4400	1.5350	1.5800
11	1.4400	1.4800	1.5800	1.6250
12	1.4800	1.5200	1.6250	1.6700
13	1.5200	1.5600	1.6700	1.7197
14	1.5600	1.6000	1.7156	1.7745
15	1.6000	1.6400	1.7702	1.8303
16	1.6400	1.6800	1.8259	1.8871
17	1.6400	1.6800	1.8259	1.8871
18	1.6510	1.6910	1.8369	1.8981
19	1.6510	1.6910	1.8369	1.8981
20	1.6800	1.7248	1.8827	1.9449
21	1.6800	1.7248	1.8827	1.9449
22	1.6800	1.7248	1.8827	1.9449
23	1.6910	1.7358	1.8937	1.9559
24	1.6910	1.7358	1.8937	1.9559
25	1.7200	1.7648	1.9277	1.9899
26	1.7200	1.7648	1.9277	1.9899
27	1.7600	1.8048	1.9727	2.0349
30	1.7952	1.8409	2.0122	2.0756

Schedule A - Teachers Employed After 7/1/2011
Effective 7/1/2026 - 3.00% increase

Yrs of Exp	BACH	150 HRS	MA	MA + 15
0	45,266	47,077	49,113	51,150
1	47,077	48,887	51,150	53,188
2	48,887	50,698	53,188	55,224
3	50,698	52,509	55,224	57,261
4	52,509	54,319	57,261	59,299
5	54,319	56,129	59,299	61,335
6	56,129	57,940	61,335	63,372
7	57,940	59,751	63,372	65,409
8	59,751	61,562	65,409	67,446
9	61,562	63,372	67,446	69,483
10	63,372	65,183	69,483	71,520
11	65,183	66,994	71,520	73,557
12	66,994	68,803	73,557	75,593
13	68,803	70,614	75,593	77,844
14	70,614	72,425	77,657	80,324
15	72,425	74,236	80,129	82,850
16	74,236	76,046	82,651	85,420
17	74,236	76,046	82,651	85,420
18	74,736	76,546	83,151	85,920
19	74,736	76,546	83,151	85,920
20	76,046	78,074	85,222	88,038
21	76,046	78,074	85,222	88,038
22	76,046	78,074	85,222	88,038
23	76,546	78,574	85,722	88,538
24	76,546	78,574	85,722	88,538
25	77,857	79,885	87,259	90,074
26	77,857	79,885	87,259	90,074
27	79,668	81,696	89,295	92,111
30	81,261	83,330	91,083	93,953

Schedule B - Teachers Employed Before 7/1/2011
Effective 7/1/2026

Yrs of Exp	BACH	150 HRS	MA	MA + 15
0	1.0000	1.0400	1.0850	1.1300
1	1.0400	1.0800	1.1300	1.1750
2	1.0800	1.1200	1.1750	1.2200
3	1.1200	1.1600	1.2200	1.2650
4	1.1600	1.2000	1.2650	1.3100
5	1.2000	1.2400	1.3100	1.3550
6	1.2400	1.2800	1.3550	1.4000
7	1.2800	1.3200	1.4000	1.4450
8	1.3200	1.3600	1.4450	1.4900
9	1.3600	1.4000	1.4900	1.5350
10	1.4000	1.4400	1.5350	1.5800
11	1.4400	1.4800	1.5800	1.6250
12	1.4800	1.5200	1.6250	1.6700
13	1.5200	1.5600	1.6700	1.7197
14	1.5600	1.6000	1.7156	1.7745
15	1.6000	1.6400	1.7702	1.8303
16	1.6400	1.6800	1.8259	1.8871
17	1.6400	1.6800	1.8259	1.8871
18	1.6512	1.6912	1.8371	1.8983
19	1.6512	1.6912	1.8371	1.8983
20	1.6800	1.7248	1.8827	1.9449
21	1.6800	1.7248	1.8827	1.9449
22	1.6800	1.7248	1.8827	1.9449
23	1.6912	1.7360	1.8939	1.9561
24	1.6912	1.7360	1.8939	1.9561
25	1.7200	1.7648	1.9277	1.9899
26	1.7200	1.7648	1.9277	1.9899
27	1.7600	1.8048	1.9727	2.0349
28	1.7600	1.8048	1.9727	2.0349
29	1.7600	1.8048	1.9727	2.0349
30	1.7952	1.8409	2.0122	2.0756
31	1.8311	1.8777	2.0524	2.1171
32	1.8677	1.9153	2.0934	2.1595
33	1.9051	1.9536	2.1353	2.2026
34	1.9432	1.9926	2.1780	2.2467
35	1.9432	1.9926	2.1780	2.2467
36	1.9432	1.9926	2.1780	2.2467
37	1.9432	1.9926	2.1780	2.2467
38	1.9432	1.9926	2.1780	2.2467
39	1.7600	1.8048	1.9727	2.0349

Schedule B - Teachers Employed Before 7/1/2011
Effective 7/1/2026 - 3.00% increase

Yrs of Exp	BACH	150 HRS	MA	MA + 15
0	$44,608	$46,392	$48,399	$50,407
1	$46,392	$48,177	$50,407	$52,414
2	$48,177	$49,961	$52,414	$54,422
3	$49,961	$51,745	$54,422	$56,429
4	$51,745	$53,530	$56,429	$58,435
5	$53,530	$55,314	$58,435	$60,443
6	$55,314	$57,098	$60,443	$62,450
7	$57,098	$58,883	$62,450	$64,458
8	$58,883	$60,666	$64,458	$66,465
9	$60,666	$62,450	$66,465	$68,473
10	$62,450	$64,235	$68,473	$70,480
11	$64,235	$66,019	$70,480	$72,488
12	$66,019	$67,803	$72,488	$74,494
13	$67,803	$69,587	$74,494	$76,712
14	$69,587	$71,372	$76,528	$79,156
15	$71,372	$73,156	$78,964	$81,646
16	$73,156	$74,940	$81,449	$84,179
17	$73,156	$74,940	$81,449	$84,179
18	$73,656	$75,440	$81,949	$84,679
19	$73,656	$75,440	$81,949	$84,679
20	$74,940	$76,939	$83,983	$86,757
21	$74,940	$76,939	$83,983	$86,757
22	$74,940	$76,939	$83,983	$86,757
23	$75,440	$77,439	$84,483	$87,257
24	$75,440	$77,439	$84,483	$87,257
25	$76,725	$78,723	$85,990	$88,765
26	$76,725	$78,723	$85,990	$88,765
27	$78,509	$80,507	$87,998	$90,771
28	$78,509	$80,507	$87,998	$90,771
29	$78,509	$80,507	$87,998	$90,771
30	$80,080	$82,118	$89,759	$92,587
31	$81,681	$83,759	$91,552	$94,438
32	$83,313	$85,437	$93,381	$96,330
33	$84,982	$87,146	$95,251	$98,252
34	$86,681	$88,885	$97,155	$100,219
35	$86,681	$88,885	$97,155	$100,219
36	$86,681	$88,885	$97,155	$100,219
37	$86,681	$88,885	$97,155	$100,219
38	$86,681	$88,885	$97,155	$100,219
39	$78,509	$80,507	$87,998	$90,771

C. SUPPLEMENTAL SALARIES

The supplemental salary structure shall be based on the following experience levels:

- Level 1: 0-3 years' experience in the same sport/activity within the District
- Level 2: 4-6 years' experience in the same sport/activity within the District
- Level 3: 7 or more years' experience in the same sport/activity within the District

Prior relevant experience outside the district may be credited at the Board's discretion upon recommendation of the Superintendent.

ACTIVITY	Level 1 (%) BA	Level 2 (%) BA	Level 3 (%) BA
FOOTBALL			
Head Coach	19.00	20.00	21.00
Varsity Assistant	12.00	13.00	14.00
Freshman Coach	10.50	11.50	12.50
Assistant Freshman Coach	4.50	5.50	6.50
Middle School Coach	10.00	11.00	12.00
Assistant Middle School Coach	4.00	5.00	6.00
Fall Weightlifting	4.00	5.00	6.00
Winter Weightlifting	4.00	5.00	6.00
Spring Weightlifting	4.00	5.00	6.00
Summer Weightlifting	5.00	6.00	7.00
BASKETBALL			
Head Coach	18.00	19.00	20.00
Varsity Assistant	10.00	11.00	12.00
Reserve Coach	10.00	11.00	12.00
Freshman Coach	9.00	10.00	11.00
Middle School Coach	8.00	9.00	10.00
WRESTLING			
Head Coach	13.00	14.00	15.00
Assistant Coach	9.00	10.00	11.00
Reserve Coach	9.00	10.00	11.00
Middle School Coach	7.00	8.00	9.00
Assistant Middle School Coach	4.00	5.00	6.00

ACTIVITY	Level 1 (%) BA	Level 2 (%) BA	Level 3 (%) BA
BASEBALL			
Head Coach	12.00	13.00	14.00
Assistant Coach	7.00	8.00	9.00
Reserve Coach	7.00	8.00	9.00
Freshman Coach	4.00	5.00	6.00
TRACK			
Head Coach	12.00	13.00	14.00
Assistant Coach	8.00	9.00	10.00
Middle School Coach	5.00	6.00	7.00
Assistant Middle School Coach	4.00	5.00	6.00
SOCCER			
Head Coach	12.00	13.00	14.00
Assistant Coach	8.00	9.00	10.00
Reserve Coach	4.00	5.00	6.00
CROSS COUNTRY			
Head Coach	8.00	9.00	10.00
Middle School Coach	4.00	5.00	6.00
GOLF			
Head Coach	8.00	9.00	10.00
Reserve Freshman Coach	6.00	7.00	8.00
TENNIS HEAD COACH	8.00	9.00	10.00
SWIMMING			
Head Coach	8.00	9.00	10.00
Assistant Coach	5.00	6.00	7.00
SOFTBALL			
Head Coach	12.00	13.00	14.00
Assistant Coach	7.00	8.00	9.00
Reserve Coach	7.00	8.00	9.00
Freshman Coach	4.00	5.00	6.00

ACTIVITY	Level 1 (%) BA	Level 2 (%) BA	Level 3 (%) BA
VOLLEYBALL			
Head Coach	12.00	13.00	14.00
Assistant Coach	8.00	9.00	10.00
Freshman Coach	5.00	6.00	7.00
Middle School Coach	4.50	5.50	6.50
FACULTY MANAGER	14.00	15.00	16.00
MIDDLE SCHOOL COORDINATOR	8.00	9.00	10.00
CHEERLEADER ADVISORS			
Head Coach Fall	8.00	9.00	10.00
Head Coach Winter	8.00	9.00	10.00
Assistant Coach Fall	5.00	6.00	7.00
Assistant Coach Winter	5.00	6.00	7.00
Middle School Fall	4.00	5.00	6.00
Middle School Winter	4.00	5.00	6.00
NATIONAL HONOR SOCIETY	1.00	2.00	3.00
ACADEMIC COACH	7.00	8.00	9.00
DRAMA			
High School Advisor	10.00	11.00	12.00
High School Musical Director	4.00	5.00	6.00
Middle School Advisor	1.00	2.00	3.00
MOCK TRIAL TEAM	1.80	2.80	3.80
SPEECH	1.80	2.80	3.80
FTA	0.63	1.63	2.63
FRESHMAN CLASS ADVISOR	1.00	2.00	3.00
SOPHOMORE CLASS ADVISOR	1.00	2.00	3.00
JUNIOR CLASS ADVISOR	8.00	9.00	10.00

ACTIVITY	Level 1 (%) BA	Level 2 (%) BA	Level 3 (%) BA
SENIOR CLASS ADVISOR	4.50	5.50	6.50
STUDENT COUNCIL			
High School	4.00	5.00	6.00
Middle School	4.00	5.00	6.00
Elementary	2.00	3.00	4.00
EARTH CLUB ADVISOR	8.00	9.00	10.00
FCA	1.50	2.50	3.50
RENAISSANCE COACH	6.00	7.00	8.00
MAJORETTE ADVISOR	2.50	3.50	4.50
HIGH SCHOOL JAZZ BAND DIRECTOR	6.00	7.00	8.00
HIGH SCHOOL MIXED VOCAL ENSEMBLE	6.00	7.00	8.00
HIGH SCHOOL CONCERT BAND DIRECTOR	4.00	5.00	6.00
MIDDLE SCHOOL CONCERT BAND DIRECTOR	2.00	3.00	4.00
HIGH SCHOOL CHOIR DIRECTOR	4.00	5.00	6.00
MIDDLE SCHOOL CHOIR DIRECTOR	2.00	3.00	4.00
MARCHING BAND DIRECTOR	12.00	13.00	14.00
MARCHING BAND ASSISTANT	8.00	9.00	10.00
HIGH SCHOOL MUSIC PERCUSSION ADVISOR	2.50	3.50	4.50
ACADEMIC CHALLENGE ADVISOR	7.50	8.50	9.50
MIDDLE SCHOOL ACADEMIC CHALLENGE ADVISOR	1.50	2.50	3.50
COMMUNITY INTERVENTION PROGRAM	6.83	7.83	8.83

ACTIVITY	Level 1 (%) BA	Level 2 (%) BA	Level 3 (%) BA
SCIENCE EXPO- Elementary	0.40	1.40	2.40
SCIENCE OLYMPIAD			
High School	1.50	2.50	3.50
Middle School	1.50	2.50	3.50
Elementary	1.50	2.50	3.50
MIDDLE SCHOOL MATH COMPETITION ADVISOR	1.50	2.50	3.50
A/V COORDINATOR–Middle School	0.62	1.62	2.62
MINI RIDERS–Middle School	0.62	1.62	2.62
POWER OF THE PEN–Middle School	1.50	2.50	3.50
SAFETY PATROL–Elementary	1.00	2.00	3.00
LPDC MEMBER	$600.00	$900.00	$1000.00
OUTDOOR EDUCATION COORDINATOR	2.00	3.00	4.00
YEARBOOK	2.00	3.00	4.00
VIDEO PRODUCTION	1.50	2.50	3.50
FCCLA	1.00	2.00	3.00
OVERNIGHT Outdoor Ed & Washington D.C.			$100per night
OUTDOOR ED coverage beyond school day (not overnight)			$35 per day
K-12 DEPARTMENT CHAIRPERSON (Language Arts/English, Math, Science, Social Studies/History)	7.00	8.00	9.00

PUPIL ACTIVITY SUPERVISION VALIDATIONS – In service training necessary for Pupil Activity Supervision Validations will be provided by the Board at no cost to coaches. Coaches shall be identified as “at risk” for blood-borne pathogens and shall receive training and protection in accordance with being identified as “at risk.”

Supplemental contracts shall be paid in two installments, with the first pay in October for Fall sports; the first pay in December for Winter sports and year-long supplementals; the first pay in April for Spring sports and the second pay for all supplementals at the conclusion of the activity or season, and when the appropriate supplemental pay form, which is included herein as Appendix H, is submitted to the designated supervisor.

D. COVER CLASS PAY

1. Any teacher who is scheduled by the Administration and who agrees to cover a class of an absent teacher, including study hall teachers where a class is assigned due to an absent teacher, shall be paid Thirty Dollars ($30.00) per hour.

2. Trades between teachers without administrative input are not payable under this Section.

3. If a teacher is assigned to the class that needs coverage as an intervention specialist he/she will not be paid. However, if an intervention specialist is asked to cover during a planning time or a non-scheduled or non-contracted time he/she will be compensated.

E. REMEDIATION TEACHING

Any teacher who accepts an assignment to remediate outside the work day shall be paid Thirty Dollars ($30.00) per hour. This compensation will not apply to a teacher's duty period.

F. DUTY COVERAGE

Each semester the Board will post a description and request for voluntary coverage of specific, as needed duties. Teachers will be paid a stipend of Thirty Dollars ($30.00) per hour pro-rated. Voluntary coverage of these duties may not interfere with the individual teacher's regular teaching assignment. Teachers will be chosen by the Board of Education to fill these positions. If a teacher is asked to cover for a paid duty, they will be compensated at the same rate.

G. MEETINGS/PROFESSIONAL DEVELOPMENT

Teachers will be paid at an hourly Thirty Dollars ($30.00) for optional meetings/optional professional development that are pre-approved by Superintendent/designee. Summer school teachers will be paid this rate as well. This does not include professional development required for college academy.

H. PAYCHECKS

1. Teachers and full-time SGIs shall be paid in twenty-four (24) installments for their regular duty. Bargaining unit members' paychecks will be

deposited directly into the bank of their choice. Paychecks will be direct-deposited on the fifteenth (15th) and the last day of each month.

2. If a paycheck is due to fall on a bank holiday or Saturday or Sunday, then paychecks will be direct-deposited by noon (12:00 PM) the prior workday.

3. Each member will be provided with an electronic paycheck stub or its equivalent.

4. If for any reason, a teacher is underpaid, the Board shall make an addition to the employee's next pay after the error has been discovered If a bargaining unit member is overpaid, the Board shall deduct the amount from the member's remaining pays that school year in equal installments.

I. EARLY PAYOUT

1. If a bargaining unit member has submitted his/her resignation indicating he/she will not be returning the next school year, he/she may submit, in writing, his/her request for final payment of contract salary due at the end of June. When final payment is made, all fringe benefits including Sick Leave stop at that time.

2. If a bargaining unit member has submitted his/her retirement he/she may submit, in writing, his/her request for final payment of contract salary due at the end of June. When final payment is made, all fringe benefits including Sick Leave stop at that time.

J. COLLEGE CREDIT PLUS

1. Bargaining unit members serving in the role of CCP adjunct and teaching courses with dual enrollment (students earning college credit and students not earning college credit in the same class), shall receive a stipend of One hundred Dollars ($100) per credit hour (per semester) with a max of One thousand two hundred Dollars ($1200.00) per year per individual.

ARTICLE 5 – BENEFITS

A. PICK-UP PAID THRU SALARY REDUCTION/SALARY RESTATEMENT

1. STRS method of reducing salary by amount of teacher's share of retirement contributions tax deferment (IRS Ruling 8l-36) at no cost to the Board.

2. In addition, the Board will pick-up and pay one and one-half percent (1.5%) of the teacher's salary to STRS for teachers whose first workday with the Orrville City Schools is prior to July 1, 2011.

Teachers whose first workday is after July 1, 2011 will not be eligible for pick up and payment of one and one half percent (1.5%) of the teacher's salary to STRS.

RETIREMENT

3. Severance Pay

   a. Teachers will receive severance pay for twenty-five percent (25%) of their unused, accumulated Sick Leave plus three (3) additional severance days, at their per diem rate of pay on the date of retirement.

   b. Teachers shall be eligible for payment after proving acceptance into the STRS within ninety (90) calendar days of the last date of employment.

   c. The date of severance payment shall be the next regular pay date after the bargaining unit member provides proof of retirement (i.e. a copy of a retirement check.) Only one (1) payment shall be made to any teacher and said payment shall void all Sick Leave of that teacher.

4. Workday Option for Retirees

   When the final teacher workday [the day students are normally dismissed at the end of the school year] is the only workday in June, employees may initiate their retirement, effective June 1, by electing to work on one (1) nonscheduled workday prior to June, with the approval/monitoring of the Building Principal.

5. Service Death Benefit

   If an employee dies after ten (10) years of continuous service in Orrville City Schools the death benefit severance pay would be paid to the member's estate. This death benefit payment of severance would extinguish the retirement severance benefit.

B. Effective July 1, 2026, the Board will pay 83% of the premium and the employee will pay 17% for full-time employees on Salary Schedule A. For full-time employees on Salary Schedule B, the Board will pay 89% in year one (i.e. 2026-2027); 89% in year two (i.e. 2027-2028) and 88% in year three (i.e. 2028-2029). The employee will pay 11% in year one (i.e. 2026-2027); 11% in year two (i.e. 2027-2028) and 12% in year three (i.e. 2028-2029).

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

Health insurance coverage for newly hired certificated/licensed staff at the start of the school year shall begin on September 1 following the employee's first day of work. Other employees who are newly hired mid-school year shall have insurance commencing the first day of the month after they start work. This provision ensures consistent premium payment cycles and alignment with district fiscal procedures.

Employees shall not be paid cash in lieu of insurance benefits.

Coverage: See Plan Booklet for COG adopted coverage information.

1. **Medical**

   a. Stark County Schools Council of Governments

      i. The Board 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 Schools Council of Governments (COG). The Board shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

   b. Preferred Provider - Doctors/Hospitals

      i. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.

      ii. 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/Canton OEA office representative.

   c. 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:

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

      ii. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached,

provisions will be made to refund the employee's 20% co-payment.

iii. The deductible will be waived.

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

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

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

2. **Life Insurance**

The Board shall provide term life and accidental death and dismemberment coverage in the amount of $50,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate, in $5,000 increments, up to a maximum of $60,000 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 all life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

3. **Dental Insurance**

The Board shall provide Dental insurance. 100% of the cost shall be paid by the Board.

4. **Section 125 - Tax Shelter**

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses and dependent coverage will be provided under Internal Revenue Code (IRC) Section 125.

All COG employers must offer the IRC Section 125 Tax Shelter provided through the COG. The IRC Section 125 Tax Shelter allows for health insurance premiums to be deducted on a pre-tax basis. IRC Section 125 also governs Flexible Spending Accounts (FSAs). All COG employers must offer a Health Care (FSA) and a Dependent Care FSA which will allow pre-tax payroll deductions for certain medical and dependent care expenses. There is no separate administrative fee for these services.

5. **Premium Holidays**

If the employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

6. **Spousal Coverage**

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who was employed with one COG employer prior to June 30, 2015, and moved thereafter to another COG employer. If the spouse is required to pay forty percent (40%) or more of the premium with his/her employer, the requirements of this section shall not apply.

7. **SGIs and Part-Time Employees**

a. Full time SGIs employees are entitled to have all the insurance provided herein.

b. SGIs/Part-time employees working less than that provided in Paragraph C.1., above, shall have the right to purchase, at the Board rate, any or all insurances by either payroll deduction or by direct payment to the Board Treasurer not later than the 15th of each month. Where payment is made by payroll deduction, the Board Treasurer will provide a schedule of payroll deductions with the first paycheck of the year.

8. SGIs/Part-time employees having reached their third year of continuous service in the district will be eligible to receive from the Board hospitalization and major medical insurance. The amount contributed by the Board will be at a prorated rate computed by dividing the SGIs/Part-time employees weekly scheduled hours by thirty-five (35), not to exceed 83%. This amount will be paid each calendar month toward family or single coverage as selected by the SGIs/Part-time employee.

9. Employees may not be paid cash in lieu of insurance benefits.

10. **Vision Insurance**

The Board shall provide vision insurance for members who choose to select it. The members will pay 100% of the vision insurance premium.

13. In the event of a Reduction in Force, Insurances will end on June 30 for bargaining unit members taking their final pay in one check. For those bargaining unit members taking their pay in the regular pay cycle Insurances will end on August 31.

C. MILEAGE AUTHORIZED

The IRS rate per mile will be paid to any employee who travels between buildings as part of his/her assignment and other travel for School District business, as approved by the Administration, and upon completion of the appropriate forms.

D. CURRICULUM AND STUDY GUIDE DEVELOPMENT PAY (INCLUDES OUTSIDE THE WORKDAY MEETING PROFESSIONAL DEVELOPMENT)

1. At least two times per year the superintendent/designee will arrange for department/grade level meetings to discuss curriculum, vision, and needs in cooperation with superintendent/designee with the faculty.

2. If the department/grade level administrator determines curriculum changes are necessary the superintendent/designee will convene/direct the appropriate department/grade level curriculum committee to undergo the work.

3. The Curriculum Committee will be responsible for reviewing and making recommendations for curriculum material adoption.

4. The superintendent/designee will provide the curriculum committee with vendor materials, vendor presentation of materials and a reasonable amount of time as determined by the committee for review, study and analysis.

5. Recommendations for revised curriculum purchase shall be submitted to the superintendent/designee for his/her approval.

6. Curriculum in each Core/Non-Core academic area shall be reviewed in a systematic cycle directed by the superintendent/designee. The superintendent/designee will develop and maintain two (2) separate review cycles for core/non-core running simultaneously. If a revision is determined necessary by the committee and is skipped due to lack of funds, the revision will be tabled in the cycle until funds become available. No Core academic area will go without review for longer than seven (7) years.

7. Teacher participants in the curriculum development process shall be compensated as follows for their work outside the school day.

    a. K-12 Department Chairperson (Core areas) - Supplemental Salary Schedule.*

    b. Committee Chairperson (non-Core areas) - Seven Hundred Fifty Dollars ($750.00) per year in year(s) when curriculum review/ revision is conducted.*

c. Committee Member (Core and non-Core areas) - Five Hundred Fifty Dollars ($550.00) per year in year(s) when curriculum review/revision is conducted.*

d. In addition to compensation as a Committee member/chairperson, during year(s) when curriculum review/revision occurs:

i. Full-Year Course revision/development (in the year written/revised) - Four Hundred Dollars ($400.00) per course.

ii. Semester Course revision/development (in the year written/revised) - Two Hundred Dollars ($200.00) per course.

*Release time for curriculum development will not be subject to additional compensation.

E. COLLEGE TUITION/WORKSHOP REIMBURSEMENT

The Board shall appropriate Sixty Thousand Dollars ($60,000) each school year to be paid to bargaining unit members for earned college credit/workshops subject to the following conditions:

1. A joint committee of teachers and administrators shall oversee the District's Tuition Reimbursement Program. The Board shall provide the committee with documentation of payments and money left in the fund each year.

2. Tuition reimbursement is limited strictly to the cost of tuition charged by an accredited college or university. Miscellaneous fees, including registration, technology, textbook, parking, or materials costs, are not eligible for reimbursement. Employees must submit an itemized receipt clearly identifying tuition charges to receive payment.

3. All applications shall be due in the Treasurer's Office by September 30. Thereafter, the "reimbursement year" shall be defined as the Fall university/college session through the last summer session.

4. When submitting a request for tuition reimbursement, an itemized receipt for payment from the educational institution along with a transcript or grade card or certificate of workshop attendance must be provided. A grade of "C" or better or "P" (for pass/fail courses) is required for college courses. No grade will be required for workshops attended.

5. Courses or workshops must offer CEUs or college credit leading to certification/licensure or improvement in the teacher's qualifications for the current position he/she holds. College courses must be taken in education, the area of present certification/licensure, or any area of certification/licensure permitted by the State Department of Education leading to new certification/licensure or recertification/re-licensure.

6. Bargaining unit members who make application and receive payment under this Section agree to remain employed with the Board and a member of the bargaining unit for the balance of the school year in which reimbursement is paid. In the event a member does not fulfill his/her contractual obligation for that school year, he/she must refund the amount of tuition reimbursement received (by payroll deduction or last paycheck).

7. Bargaining unit members earn college credit while being paid to attend a class or workshop. They are also permitted to submit tuition expenses to the tuition reimbursement fund. Payment will be made on or before October 30.

8. In the event that the total value of reimbursement requests exceed the available funds in any given year, each applicant shall be paid a percentage equal to the available funds divided by the cost of coursework submitted for reimbursement. Funds remaining after all reimbursement requests have been satisfied shall be carried forward into the next year. If any funds remain at the expiration of this Agreement, the balance shall be returned to the General Fund.

9. Pay for classes taken for credit may be submitted to the Board for reimbursement.

10. A bargaining unit member who completes graduate-level coursework that makes him/her eligible to move to the next education column on the salary schedule must submit transcripts demonstrating completion of the necessary coursework no later than September 1st in order to be moved on the salary schedule for the upcoming school year. However, Association members who have completed coursework during the summer months prior to the start of the school year and are eligible for the next salary education column on the salary schedule shall have until September 30th. Documentation submitted after September 30th will be used to move the employee to the next education column on the salary schedule for the following school year.

ARTICLE 6 - LEAVES OF ABSENCE

A. SICK LEAVE

1. Each full-time employee shall be entitled, for each completed month of service, to sick leave of one and one-fourth (1¼) workdays with pay [fifteen (15) days per calendar year]; the unused portion of such leave being cumulative up to two hundred and seventy-four (274) days.

2. Sick Leave may be used upon approval of the responsible administrator, for absence due to personal illness, pregnancy, injury or exposure to contagious disease, which could be communicated to others. The use of Sick Leave for pregnancy will commence on the birth date of the child and

will be for a duration of up to eight (8) weeks for medical recovery following the birth of the child, consistent with medical certification. If circumstances arise that would necessitate an extension of the initial eight (8) weeks, the bargaining unit member will submit a doctor's statement certifying the need for the extension. The bargaining unit member or designee will notify the District's Central Office of the birth date of the child. Notification should be made within two (2) weeks of the birth date.

Sick Leave may also be used for absence due to illness, injury or death in the employee's immediate family. "Immediate family" for Sick Leave purposes will include the following: parent, parents-in-law, spouse, domestic partner, child, step child, sibling, and any person living within the household or for whom the employee has custody or responsibility. These relationships will be automatic [in life threatening situations, grandchild will be included]. All other requests will be reviewed by the administrative staff. For purposes of this Article, "domestic partners" are two (2) individuals who: i. are eighteen (18) years of age or older; ii. share a common residence; iii. share responsibility for each other's common welfare (i.e., have agreed to be in a relationship of mutual interdependence, including financial interdependence); iv. have affirmed that they have a committed relationship and are not currently married to another adult as recognized by Ohio law or part of an existing civil union or domestic relationship with any third party; and v. are not related to one another by blood in a way that would prevent them from being married to one another in Ohio.

3. A full day may be used for the funeral of any deceased person not included in the immediate family, upon the approval of the responsible administrative officer. The assumption being that the deceased person would have to be a relative or a very close friend before such requests were honored. No additional time will be approved for travel to distant places without Superintendent/designee approval.

4. No employee shall lose his/her accumulative Sick Leave allowance by reason of having been on leave of absence, nor shall he/she accumulate sick days while on leave.

5. The employee shall complete the prescribed form indicating the specific reason for his/her absence and whether regular pay is anticipated under the above policy. Each Building Principal shall sign for all employees under his/her responsibility. His/Her signature verifies the actual absence and indicates an attempt to verify the reasons for absence.

6. New employees, who have accumulated Sick Leave due to previous employment in a public agency in Ohio, shall be responsible for having this certified to the Board Treasurer. Not more than two hundred sixty (260) days would be honored by way of transfer.

7. Any teacher who has exhausted his/her Sick Leave shall be credited with five (5) days per year. Unearned Sick Leave advanced is charged against the sick days the employee subsequently accumulates. If the teacher's employment is severed, any advance sick days shall be deducted from the last pay.

8. On any day for which requested Sick Leave becomes an inclement weather day or a facilities-related school closing day, Sick Leave shall not be charged for that day [excluding Sick Leave for which a substitute is paid].

9. Deductions shall be on a one-half (½) day basis.

10. Sick Leave Bank

    a. The purpose of the Sick Leave bank shall be to extend additional Sick Leave days to bargaining unit members should a catastrophic illness or injury or a high-risk and/or pregnancy with complications as described below, occur to themselves, or a family member as described in Article 6, Section 6(A)(2) of this Agreement, which, exhaust the employee's accumulated Sick Leave.

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

    c. The EAO shall collect the information on the individuals donating a personal day to the sick leave bank. By September 30th each year, the EAO shall submit to the Treasurer's office a list of the individual donating a personal day.

    d. Sick Leave Bank Donations

        i. For the 2023-2024 School year only, the Board shall donate to the Sick Leave Bank, one day of Sick Leave for each day of Personal Leave donated by Association members that year (up to one hundred twenty [120] days).

        ii. Each year thereafter, the Board shall only donate to the Sick Leave Bank one (1) day of Sick Leave for reach day of Personal Leave donated by a member of the Association who has never before donated a day of Personal Leave to the Sick Bank.

iii. The Board shall not be required to donate Sick Days to the Sick Leave Bank if said donation would increase the total number of Sick Leave Bank days above two hundred forty (240).

e. The Sick Leave Bank shall be capped at two hundred forty (240) days, which shall be the combined total between Association Members and Board donations.

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

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

h. Members may not use more than forty (40) days at any one time from the Sick Leave Bank during one (1) school year. A member may only be granted days from the bank to cover their days off, up to forty (40).

i. The District shall deduct a personal day from those teachers on the list donating a day as provided by EAO and add sick days to those teachers as granted by EAO in sub-section d above. At the end of the school year, the District and EAO will compare the balance in the sick leave bank each has and reconcile any differences.

j. The EAO Executive Committee shall be the committee to determine the eligibility for leave under the Sick Leave Bank. The Board shall have no role.

k. Approval or Denial of requests to draw from the Sick Leave Bank shall be at the sole discretion of the EAO Executive committee and shall not be subject to the grievance and arbitration procedures of this Agreement.

B. PERSONAL LEAVE

1. A maximum of three (3) working days per year with pay will be granted for Personal Leave. The three (3) days per year are non-accumulative.

2. Each bargaining unit member will be granted, upon request, three (3) days of Personal Leave per school year with pay. Such leave shall be granted subject to the following conditions:

   a. No reason need be stated.

   b. These days shall not be used for the purpose of extending school vacation days/calendar recesses, unless granted by the Superintendent. They may be used on parent/teacher conference days [so long as the teacher agrees to return for evening conferences or with prior approval from the Superintendent].

   c. There shall be no more than six (6) teachers who require substitutes on Personal Leave in any one (1) day, except in case of an emergency, with the approval of the Superintendent/designee.

   d. Personal Leave requests may be denied if no substitute or internal class coverage is available, except in case of an emergency or with the approval of the Superintendent/designee.

3. <u>Obtaining Leave</u>

   a. The Personal Leave Request Form is available online. It must be submitted to the Principal and approved by the Superintendent/designee, whose approval is limited to the reasons herein, at least three (3) workdays in advance of the requested date.

   b. In an emergency situation, the form must be completed and submitted within two (2) workdays after the employee returns to work.

4. <u>Conversion</u>

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

5. <u>Cancellation</u>

   On any day for which requested Personal Leave becomes an inclement weather day or a facilities-related school closing day, Personal Leave shall not be charged for that day [excluding a personal day for which a substitute is paid].

C. PHYSICAL ASSAULT LEAVE

If a teacher is assaulted while on a school assignment, up to thirty (30) calendar days of Physical Assault Leave will be granted with pay, providing the following:

1. Charges are filed by the assaulted teacher against the alleged assailant.

2. There are no Court findings of said teacher assaulting the alleged assailant.

3. The teacher submits, upon return to work, a physician's statement specifying the amount of time needed from work due to the assault related injuries.

4. The teacher forwards any Workers' Compensation wages, received as the result of an assault-caused absence, to the Board Treasurer within ten (10) days of receipt.

D. ASSOCIATION LEAVE

1. The Board will pay the Association President's or Vice President or designee salary and fringe benefits for up to two (2) days per year for Association business.

2. Professional Leave up to two (2) days may be granted for any bargaining unit member elected or appointed to the OEA district, State or National offices.

E. UNPAID CHILD CARE/ADOPTION LEAVE

1. A bargaining unit member who wishes leave and who has a child less than two (2) years of age, or any age if custodial care is necessary in the opinion of the child's physician, must notify the Superintendent in writing at least thirty (30) calendar days before the commencement of the leave. In an emergency situation, notification shall be given as soon as possible.

2. Leave shall be granted for up to one (1) school year; except if leave is commenced in the second semester, then the leave may be for a period of up to the whole following school year.

3. The dates leave is to commence and end shall be included in the written notification stated in Paragraph E1, above. [Leave shall only end at the beginning of the year or the semester.]

4. In the case of adoption, leave may commence before the adoption is complete and actual custody is obtained, if it is necessary to fulfill the requirements for adoption.

5. Any insurance(s) desired by the employee shall continue for the duration of the leave so long as he/she reimburses the Board one hundred percent (100%) of the premium paid on a monthly basis.

F. OTHER UNPAID LEAVE OF ABSENCE

1. The Board will grant a leave of absence not to exceed two (2) years for illness or disability [one (1) year for maternity]. Before any leave or renewal thereof is granted, application in writing must be made to the Board through the Superintendent. The application will state the name of the applicant, the reason such leave is requested, and the requested duration of such leave including the proposed starting and ending dates of such requested leave.

2. Any teacher who leaves a teaching position by resignation or otherwise, and within forty (40) school days enters the armed forces of the United States, upon return with an acceptable discharge (not dishonorable), he/she shall be reemployed by the Board.

3. Without a request on the part of the employee, the Board may grant a leave of absence, or renewal thereof, to any employee because of physical or mental disability but such employee shall have the right to a hearing on such unrequested leave of absence in accordance with Ohio Revised Code 3319.16.

4. Educational Leave may be granted to teachers with at least ten (10) years of experience in Orrville City Schools, with the recommendation of the Superintendent, for one (1) school year, providing such request is submitted in writing by March 1 of the preceding school year for which the leave is requested. The request shall detail the specifics of the educational experience and provide rationale regarding how it will have a positive impact on his/her students/assignment.

5. To be reinstated, an employee must notify the Superintendent in writing by April Teachers who are granted leaves of absence for the first semester only will notify the Superintendent by November 1 of their intent to return, extend their leave, or resign their position.

6. All leaves of absence are unpaid. No fringe benefits, including retirement system contributions, will be paid during a leave of absence, unless the employee formally notifies the Treasurer, making arrangements to personally pay for the same. If less than one (1) year of leave is desired, the end of the leave period shall be synonymous with the end of the semester; if a full year is preferred, the end of the leave period shall be synonymous with the end of the semester in which the leave terminates [leave could actually amount to a period of more than one (1) year]. A leave through the end of the second semester, or beginning during that semester

and continuing into the first semester of the following school year, will necessitate the same employee payment responsibilities for the summer months as during the leave period.

7. The Board guarantees no specific position or job station upon return from a leave of absence. No seniority will be gained during a leave of absence, but previously earned seniority will not be lost during or after a leave of absence.

G. VACATION-TYPE LEAVE

1. Teachers will be limited to five (5) days per year of vacation-type leave. The Principal should be notified as early as possible of any such request. A minimum of two (2) weeks' notice should be given.

2. The teacher's pay will be deducted on the basis of the number of days in the school calendar or the number of days in the contract.

H. COMPULSORY LEAVE

1. Jury Duty

Orrville City School District employees will receive regular compensation for time required to serve on jury duty. No Personal Leave or Sick Leave will be charged against the employee who is required to fulfill jury duty.

2. Witness

In those cases not involving any personal business of the employee, if he/she is subpoenaed to serve as a witness or required to attend a SERB or arbitration hearing, no Personal Leave or Sick Leave will be charged to him/her. Regular compensation will be paid for time served.

I. PROFESSIONAL LEAVE

1. The Superintendent/designee may approve requests for Professional Leave for attendance at professional meetings for improvement of classroom teaching, techniques and strategies, upon completion of the leave form. Such requests shall not be unreasonably denied. The Board shall pay the registration fee, travel and lodging expenses for which the teacher has submitted receipts to the Board Treasurer within five (5) days of his/her return from Professional Leave. Teachers shall receive full pay without deduction for the Professional Leave days. If the Professional Leave is denied by the superintendent or his/her designee and the bargaining unit member requests to attend at their own expense the superintendent and his/her designee has the discretion of approving the bargaining unit member's request.

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

3. Teachers will be permitted to use a Professional Leave day in addition to Paragraph I4, below, with prior approval of the Superintendent/designee. However, no teacher shall be granted more than three (3) teacher requested days annually without the express approval of the Superintendent/designee. These limits do not include any administrative requests.

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

5. Staff members who utilize Professional Leave to attend professional conferences or meetings outside the District will share the information presented with their colleagues. Information sharing is intended to be an informal process whereby the teacher returning from a professional development activity could make a brief presentation at a staff meeting, send information to appropriate staff by E-mail, or host a conversation during collaborative planning time or the lunch period or coordinate some activity to facilitate a discussion of the topic(s) presented.

J. FMLA LEAVE

1 An eligible employee may take up to twelve (12) workweeks of unpaid leave ("FMLA Leave") in a twelve (12) month period. For the purposes of FMLA leave, "12-month period" is defined as the 12-month period measured forward from the date the employee's first FMLA leave begins (i.e., the leave year is specific to each employee). Under such circumstances, eligible employees are entitled to twelve (12) weeks of leave during the 12-month period beginning on the first date FMLA leave is taken. The next 12-month period would commence the first time FMLA leave after completion of the prior 12-month period. FMLA Leave may be used for one (1) or more of the following circumstances:

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

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

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

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

e. For a "qualified exigency".

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

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

3. A "Serious health condition" is defined as one that involves either inpatient care or one where the period of incapacity:

a. is more than five (5) consecutive calendar days and involves treatment by a healthcare provider;

b. is due to incapacity due to pregnancy or prenatal care;

c. is a period of incapacity or treatment for such incapacity due to a chronic serious health condition;

d. is a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective; or

e. any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider. Conditions for which cosmetic treatment is administered are not "serious health conditions" unless complications develop.

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

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

   a. Attendance at official military-sponsored events,

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

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

   d. Counseling,

   e. Rest and recuperation, and

   f. Post-deployment activities.

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

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

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

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

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

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

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

9. The Board shall maintain coverage under the group health plans for the duration of the unpaid FMLA leave at the level and under the conditions that would have been provided if the employee had continued to work and not

taken leave. The employee may opt to continue the life insurance coverage, but payment of the life insurance premium will be at the employee's own expense. Payment of the employee's required contribution toward the premium (if any) is due the first day of the month. Failure to make payment within thirty (30) days will result in termination of coverage during the unpaid FMLA Leave. The employee shall accrue seniority but shall not accrue any other employment benefits during the unpaid FMLA Leave.

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

ARTICLE 7 - TEACHER WELFARE & WORKING CONDITIONS

A. REDUCTION IN FORCE

1. Cause(s)

When by reason of decreased enrollment of pupils, overall or in specific courses, return to duty of regular teachers after leaves of absence, changing or abolishing elementary or secondary offerings or sections, or by reason of suspension of schools, anticipated loss of Federal funds resulting in loss of federally-funded positions, if later substantiated, or territorial changes affecting the District, or for financial reasons, the Board decides that it will be necessary to reduce the number of teachers, it may make a reasonable reduction in staff. Transfers due to attrition will have priority over implementing this procedure.

2. Suspension of Contracts

a. Reductions under this procedure will be accomplished through the suspension of teachers' contracts. An attempt will be made to give thirty (30) days' notice prior to the end of the school year of proposed RIF position(s). Notice will not be given later than July 10. The RIF shall commence at the beginning of the following work year.

b. On a case-by-case basis, in lieu of suspending a contract in whole, the Board may suspend a contract in part, so that an employee is required to work a percentage of the time the employee otherwise is required to work under the contract and receives a commensurate

percentage of the full salary the employee would receive under the contract.

3. Notification

Prior to a RIF, the Board shall give written notice to the Association of its intent to effect a RIF. Such notice shall contain the reason for the RIF and the teacher or teachers who may be initially affected in the District.

4. Order of Reduction

The Superintendent shall, within each teaching field affected, give preference to teachers on continuing contracts but shall not give preference to any teacher based upon seniority, except when making a decision between teachers who have comparable evaluations.

a. Limited contract teachers shall be reduced by using the following order:

i. Certification/licensure; then

ii. Seniority in the District

b. Continuing contract teachers may be reduced only after all limited contract teachers of the same certification/licensure.

c. To the extent that reductions are not achieved through attrition, and circumstances permit, the Board shall proceed to suspend contracts for teachers who have been evaluated in accordance with the evaluation procedure required by law. Suspension of contracts shall be recommended by the licensure/certification area and an order shall be based on the following:

i. In determining the position(s) to be reduced, eliminated or not filled, the following sequence shall be used:

ii. First, limited contract teachers shall be reduced first utilizing the following order:

1. Licensure/Certification

2. Competency as determined by formal evaluation

3. When evaluations are comparable, seniority in the District shall prevail.

4. Comparable will be defined as follows:

a) All teachers defined as “Accomplished” will be deemed comparable to one another;

b) All teachers defined as “Skilled” or “Developing” will be deemed comparable to one another;

c) All teachers defined as “Ineffective” will be deemed comparable to one another.

d. Second, continuing contract teachers shall be reduced utilizing the following order:

i. Licensure/Certification

ii. Competency as determined by formal evaluation

iii. When evaluations are comparable, seniority in the District shall prevail.

iv. Comparable will be defined as follows:

d) All teachers defined as “Accomplished” will be deemed comparable to one another;

e) All teachers defined as “Skilled” or “Developing” will be deemed comparable to one another;

f) All teachers defined as “Ineffective” will be deemed comparable to one another.

e. "Seniority" will be defined as the length of continuous service as a certificated/licensed employee under regular full-time contract in this District. Exceptions to preferences for retention based on seniority may be made when it is necessary to do so in order to comply with State and Federal laws relating to employment. Updated seniority lists shall be provided to the Association president by November 1st of each year. The Association president will return the list with any corrections by November 30th of each year. Seniority shall be determined by placing all teachers on seniority lists within their area or areas of certification/licensure giving preference, within each area of certification/licensure, first to teachers on continuing contracts, then to professionally or permanently certificated/licensed teachers or provisionally certified/licensed teachers on limited contracts, and finally to limited contract teachers with temporary or one-year vocational certification.

f. Procedure

i. The Superintendent or designee shall prepare and distribute the district-wide seniority list to the Association President and building principals by November 1 of each school year. The Association President shall review and confirm receipt or submit corrections no later than November 30th. This provision supersedes any conflicting dates referenced elsewhere in the Agreement.

ii. Seniority will be defined as the length of continuous service as a certificated/licensed employee under a regular full-time contract in the District. Teachers, excluding SGIs, not on regular full-time contracts will be given one (1) year of seniority for each two (2) years of continuous service in the District.

iii. Board approved unpaid leaves of absences will not interrupt continuous service, but time spent on such leave shall not count toward seniority.

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

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

2. the date the teacher signed his/her initial employment contract in the District; and then

3. any remaining ties will be broken by lot. The tie breaking procedure will be selecting a number from a container with each number representing a different employee. The first number selected will be the most senior and the next number selected will be the next most senior and so forth until all ties in seniority are broken. The selection will be made by the administration with a representative of the Association present.

v. In making reductions, the Board will proceed to suspend contracts in accordance with the recommendation of the Superintendent who, within each teaching field affected, will give preference to teachers on continuing contract. The Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations as defined in 4 above.

vi. Teachers selected for RIF shall immediately be placed on a RIF list compiled from the seniority lists.

vii. The Board shall notify every affected teacher and the Association President of those teachers being released and the recall order. As each teacher is reinstated, the Board shall notify the Association President.

5. Recall

a. Any teacher unemployed as a result of staff reduction shall be recalled based on certification/licensure, with preference given to teachers with continuing contracts. In recalling teachers, the Board will not give preference to any teacher based on seniority except when making a decision between teachers who have comparable evaluations as defined in 4 above.

b. While there are previous teachers of the District who are unemployed as a result of a RIF and who possess proper certification/licensure to fill any vacancy which may arise, no new teacher(s) shall be hired for the period provided in Paragraph F 6, below.

c. The Board shall give written notice of recall by a certified registered delivery letter to the teacher at the last known address. It shall be the responsibility of each teacher to notify the Board Treasurer of any change of address.

d. Within ten (10) business days of the returned certificate of a certified delivery of an offer to return to employment, the teacher shall accept the position by replying in writing or it shall be determined that he/she has declined the position. No new staff member shall be hired until all staff on the RIF list who are certified/licensed have been offered an opportunity in writing to return to active employment in accordance with this Section.

e. Teachers returning to employment after a RIF shall resume their previous contract status, seniority, salary, and existing fringe benefits.

f. If a teacher declines an offer to return, or does not answer a request to return, or does not keep his/her address current with the Board Treasurer, or was on a limited contract and has been on the recall list for twenty-four (24) months from the effective date of the reduction per Section 7(3), above, said teacher shall be removed from the recall list and the Board shall have no further obligation to the teacher. However, no teacher shall lose his/her place on the recall list by declining a position with a lesser percentage of full-time employment than the position the teacher last held while employed in the District.

g. It shall be the responsibility of all teachers to have on file in the Superintendent's Office all valid Ohio Teaching Certificates/Licenses.

h. A teacher when on a recall list who becomes certified/licensed in additional areas shall not have bumping rights over a teacher currently employed. However, said teacher will be added to the appropriate RIF list in the additional certified/licensed areas.

B. SMALL GROUP INSTRUCTOR LAYOFF PROCEDURE

1. When, by reason of decreased student population in need of tutoring, return to duty of regular Small Group Instructors (SGIs) after leaves of absence, suspension of schools, financial reasons, or territorial changes affecting the District, the Board may implement a reasonable RIF in accordance with Article 7 except as specified below.

2. Small Group Instructors (SGIs) shall be included on a separate seniority list for purposes of reduction in staff. An attempt will be made to give thirty (30) days notice prior to the end of the school year of proposed RIF position/s, but notice will not be given later than July 10 to SGIs whose contracts are suspended because of a reduction in staff. SGI employees will be placed on a recall list for twenty-four (24) months.

3. The Board may also reduce hours, days, or positions of SGIs based upon the availability of Federal funds.

C DISCIPLINE

A Teacher may be disciplined for just cause. Such discipline shall be progressive in nature.

1. The teacher will receive written notice of the concerns and have the opportunity to respond to the concerns via a meeting prior to implementation of disciplinary action.

2. The teacher shall have the right to representation in any disciplinary proceedings.

3. The meeting shall not be unreasonably delayed due to the unavailability of a representative.

The Superintendent or designee may initiate action on any step in the procedure, depending upon the number of incidents, the teacher’s past and present performance, and the seriousness of the offense.

Step 1 Verbal Reprimand (Superintendent or Designee) Verbal reprimand shall be recorded with the verbal reprimand form in Appendix G

Step 2 Written Reprimand (Superintendent or Designee)

Step 3 Suspension without Pay or Temporary Reassignment with pay. (Superintendent-without need for board action)

Step 4 Termination for Just Cause consistent with ORC 3319.16 (Superintendent initiates via recommendation to board)

Any such discipline, other than termination, will be subject to the grievance procedure, except a written reprimand will not be subject to arbitration. Should such discipline result in a recommended termination of employment, the procedures set forth in Ohio Revised Code Section 3319.16 shall govern exclusively.

D. STUDENT DISCIPLINE

1. When a teacher is no longer able to manage a discipline problem in the classroom, the problem shall be referred to the Building Principal; and the teacher may effect an emergency removal from the curricular or extracurricular activity he/she is supervising, if the student's presence poses a continuing danger to persons or property or a threat of disrupting the academic process. As soon as practicable after making such a removal, the teacher shall submit, in writing to the Principal, the reasons for such removal.

2. The Principal, working cooperatively with teaching staff, will develop guidelines for teachers sending pupils to the office and the disposition of related problems.

E. PROCEDURE FOR HANDLING PARENTAL/ STUDENT COMPLAINTS

1. If the Board or the Association receives a parent or student complaint, he/she shall inform the bargaining unit member in a timely fashion if the complaint is to be dealt with as described in Paragraph E3, below. The parent/student or a staff member shall document the complaint in writing. A copy of the complaint will be given to the teacher. The member, if requested by the Principal, will make personal contact with the complaining person within two (2) workdays. It is the responsibility of the member to inform his/her Immediate Supervisor of the contact and of the complaint status.

2. Anonymous complaints shall not be placed in a personnel file or used as basis for evaluation.

3. No parental complaints will be placed in a personnel file unless an investigation into a complaint leads to a letter of explanation, evaluation and/or disciplinary action.

4. If a teacher requests that a Principal or other staff member attend a parental conference, the Principal shall arrange a meeting with the parent and the teacher at a mutually convenient time.

F. INDIVIDUAL CONTRACTS

1. Limited Contracts

   a. All full-time teachers who are not eligible for a continuing contract shall be eligible to receive limited contracts according to the following schedule:

      i. three (3) one-year contracts of at least one hundred twenty (120) days duration each;

      ii. three (3) two-year contracts; and thereafter

      iii. three-year contracts.

   b. Implementation will be coordinated with years of service in the District.

2. Supplemental Contracts

   All supplemental or extra-duty requests must be submitted to the Treasurer's Office no later than June 30 of each fiscal year. Requests received after this date may be considered for the following school year only. A supplemental contract will be issued for supplemental positions filled by the Board, and no employee will be asked to perform a supplemental duty without a supplemental contract.

3. Continuing Contract Eligibility

   Continuing contract eligibility shall be governed by State law. A continuing contract shall be awarded only at the expiration of an existing limited contract, unless otherwise agreed to by the teacher and the Board.

4. Current Limited, Continuing, Supplemental, Contract forms and the Salary Notice form are attached as Appendices B, C, D, and E.

G. VACANCIES AND TRANSFERS

1. Vacancies

   a. A teacher vacancy shall exist when a new teaching position is created by the Board, or when the Superintendent decides to fill a position which becomes vacant due to the death, resignation,

retirement, termination, nonrenewal, promotion, transfer or leave of absence of a teacher for more than one (1) year.

b. Notices of vacancies in the teaching or supplemental position will be sent electronically via email to all bargaining unit members. Said notice will identify the certification(s)/license(s) and general duties and/or responsibilities of the position.

c. Current teachers, who have not already made their general desires known through Paragraph G 2 a, below, will have five (5) workdays from the date of posting in which to apply for the vacancy.

d. A teacher vacancy created after the beginning of a school year will be filled temporarily for the remainder of the school year. Teachers employed after the school year begins shall be nonrenewed at the end of the school year. The teaching position will be posted as a regular vacancy for the following year. The posting will be done in May.

e. All applicants for a vacancy must possess proper certification/ licensure within thirty (30) days of the time the job starts. Temporary certificate/license shall not be allowed to satisfy this requirement, if there are applicants with regular certificates/licenses otherwise available. Current staff will be given first consideration for openings and will be given a response within twenty (20) workdays after the interview and, if denied over outside applicants, the current staff member will be given specific reasons for the denial of transfer.

f. A "workday" for the purposes of this section is when the Board Office is open for business.

2. Voluntary Transfers

a. Annual Notification by Teacher of Preference to Transfer

Any current teacher wishing a new assignment for the following year shall, by March 1, notify the Superintendent in writing of his/her desires and the area(s)/grade level(s) and building(s) wanted. Such requests shall be kept on file until April 1 of the following year unless the member withdraws such request.

b. Voluntary transfers shall be initiated by a teacher and shall be according to the following guidelines.

i. Written request to the Superintendent expressing a desire to be voluntarily transferred.

ii. Requests for voluntary transfers shall be filed within five (5) days of the posting of the notice of the vacancy. The requesting party shall receive, within five (5) days following the end of the posting; a response to his/her requested transfer from the Superintendent. Such response shall be:

(a) Approval of transfer request and date that transfer is to become effective;

(b) Denial of transfer request;

(c) Deferment of decision on transfer request.

c. A teacher accepting a voluntary transfer shall not be transferred a second time for at least one (1) school year.

3. Involuntary Transfer

a. It is recognized that from time to time it may be in the best interest of the educational program and students to transfer members of the instructional staff from one (1) assignment to another and/or from one (1) building to another. In assigning, reassigning, or transferring a certificated/licensed bargaining unit member, the Superintendent shall not use seniority or continuing contract status as the primary factor in determining the certificated/licensed bargaining unit member's assignment.

b. The Superintendent may direct an involuntary transfer of building, subject, or grade level. If a teacher is to be involuntarily transferred to a different building or to a different grade level in the elementary grades or to a different department in the secondary level, the Superintendent shall meet with the teacher, upon the teacher's request, to share the rationale for this action. Notification normally shall be given to the involved teacher(s) by August 1, preceding the effective date of said involuntary transfer.

c. The Superintendent may direct an involuntary transfer of a teacher for identified performance reasons.

d. A bargaining unit member who is involuntarily transferred out of his/her classroom, other than for a RIF, be paid a stipend of Five Hundred Dollars ($500.00).

H. TEACHER EVALUATION

A. The purpose of annual evaluations is to improve instruction and document the record of employment performance (along with other written

administrative reports concerning the teacher). The Board shall evaluate all teachers prior to taking nonrenewal action pursuant to this Article.

B. Certificated/Licensed staff with less than 50% of their time in providing content related student instruction shall be evaluated as follows:

1. Teachers may be evaluated as often as the building principal desires provided there is a demonstrated need for more formal observations and evaluation in addition to those provided for in this Section. Each circuit teacher shall be assigned to only one administrator for the purpose of this evaluation procedure. This administrator may seek input from other administrators in whose buildings said circuit teacher is assigned during the school year. In making the evaluation, any said input shall be provided to the teacher as part of the evaluation process.

2. Observations may be made as often as necessary and will continue not to be used malevolently. (This shall not preclude incidental observations.)

   a. The first observation shall take place before December.

   b. There shall be at least four (4) weeks between each observation.

   c. Normally observations will not be conducted after March, since if deficiencies are found there may be insufficient opportunity to satisfactorily correct the deficiency.

3. If there are areas, based on the Professional Standards for Teachers, which are judged to be deficient by the principal, these areas shall be noted on the evaluation form together with specific written suggestions by the principal for correcting such alleged deficiencies. These suggestions may include direct help and assistance by the principal. If there are other concerns/ideas of the principal, but not deficiencies, these may also be shared with the teacher along with suggestions, but only verbally.

4. The evaluator shall indicate whether or not the teacher's overall teaching performance is accomplished, skilled, developing or ineffective, and the basis for this conclusion.

5. Formal observations will be preceded by at least two days (2), but not more than ten (10) working days' advance notice.

6. Failure to follow this procedure by the Administration must be documented by the administration that a teacher avoided observation.

C. For those bargaining unit members where 50% or more of their time is providing content related student instruction, evaluations shall be completed pursuant to the Ohio Teacher Evaluation System. The District has developed an Orrville City Schools OTES 2.01 Handbook ("OTES Handbook") which is to be updated annually. Any annual changes to the OTES Handbook will be incorporated in this Agreement when made and shall be applicable to those bargaining unit members with 50% or more student contact time. To the extent any provision of this section is inconsistent with the OTES Handbook, the OTES Handbook shall prevail.

1. Evaluation criteria will be explained to the staff before formal classroom observation. The Board will be responsible for providing training for bargaining unit members to assist them in understanding how the evaluation system will be applied. Orientation shall occur by September 30 or within thirty (30) calendar days of hire. Evaluations will be done on the forms set forth in the OTES Handbook. Evaluations done on other than the official form shall not be considered valid by the Board.

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

   a. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222 or 3319.226 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

   b. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2003 who spend at least fifty (50) percent of their time providing content-related student instruction.

   c. Teachers working under a permanent certificate issued under section 3319.222 of the Revised Code as it existed prior to September 2006 who spend at least fifty (50) percent of their time providing content-related student instruction.

   d. Teachers working under a permit issued under 3319.301 of the Revised Code who spend at least fifty (50) percent of their time providing content-related student instruction.

3. The evaluator will not be a bargaining unit member.

4. The criteria for a performance assessment will be:

   a. Assessed based on the standards for the teaching profession.

b. No misleading, inaccurate, or untimely information may become part of a teacher's performance assessment.

c. No information shall be collected through use of video or audio recording without the teacher's knowledge and consent in lieu of a direct evaluation observation.

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

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

2) Submitted notice of retirement, and such notice has been acted upon by the Board of Education, bn or before December 1 of the school year in which they plan to retire;

3) Is a substitute teacher.

5. There will be at least four (4) weeks between observations. If after the second formal observation a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of one (1) additional observation shall be conducted.

6. All formal observations of a teacher to be used in evaluation shall be in writing and shall be recorded on the approved evaluation form. Observations and evaluations have been and will be conducted with the full knowledge of the teacher.

7. A minimum of two (2) formal observations of at least thirty (30) continuous minutes shall be conducted in the classroom when the teacher is in the performance of his/her regularly contracted duties as a teacher. All formal observations must be completed by May 1. The public address system and all other electronic recording devices shall not be used to conduct observations. The evaluator may observe a teacher that is not teaching in the confines of the school building but is teaching virtually through a virtual/remote method.

The virtual teacher shall be notified in advance when his/her performance will be observed virtually and such observation shall not be recorded. The virtual observation and the time of observation shall be mutually agreed upon in writing by both parties before a virtual teacher can be observed electronically/virtually.

8. Within ten (10) school days following a formal observation, a conference to evaluate shall be held between the evaluator who observed the teacher and the teacher who was observed. The

teacher shall be given two (2) days' notice prior to the conference. At this conference, the teacher observed shall receive a signed copy of the evaluation instrument.

9. The final summative conference shall occur by May 10, which is at least five (5) working days after the observation At the end of an evaluation conference both the teacher and the evaluator shall digitally sign and date the evaluation form. The teacher's signature shall indicate only that he/she has read the evaluation. It shall further be the teacher's right to attach a statement of rebuttal to any evaluation form. The rebuttal statement shall be initialed by the principal to signify he/she has read it and shall thereafter be considered a part of the evaluation form. If a rebuttal is not submitted by the teacher, this will be interpreted to mean that the teacher agrees with the principal's evaluation.

10. Both the teacher and the administrator shall have the right to the presence of no more than two (2) individuals of their choice to be present at the evaluation conference. Either party wishing to be accompanied at the conference shall notify the other party, at least the day prior to the conference, of who will be at the conference with them. Failure to notify will be grounds for not allowing the individual to be represented at that particular conference.

11. If due to an approved leave of absence or extended sick leave, a teacher's observation or evaluation timelines cannot be met, those timelines will be extended for a period equal to the length of the leave or absence due to illness. In the event it is necessary, due to school closure or a leave of absence as defined in this Agreement, the Superintendent or designee may adjust timelines as necessary to accommodate building schedules, testing, or administrative workload, provided all statutory deadlines are met.

12. Each bargaining unit member assigned to more than one building shall be assigned to only one administrator, which may rotate annually on a school year basis, for the purpose of this evaluation procedure. This administrator will seek input (which may include classroom observations or any other relevant information) from other administrator(s) in whose building the bargaining unit member is assigned during the school year in making the evaluation. Any input from other administrators shall be identified and provided to the bargaining unit member as a part of the evaluation.

13. The supervising principal and the Superintendent and/or his/her designee will meet with the bargaining unit member and Association representative prior to nonrenewal, suspension, or termination to give the reasons for the recommendation. The reasons given shall

be specifically stated in writing if requested by the bargaining unit member.

14. Walkthrough(s)

    a. A walk-through is an informal observation for a limited time period that will normally not exceed fifteen (15) minutes.

    b. Walkthroughs shall not unreasonably disrupt and/or interrupt the learning environment.

    c. Any evidence deemed by the evaluator to be pertinent to the evaluation process will be documented and shared, in writing, with the teacher within two (2) workdays of the walk-through.

15. High Quality Student Data (HQSD)

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

    b. 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.

    c. All new vendor assessments may be piloted prior to being used as a source of HQSD, subject to the following;

        1) Participation in the pilot is voluntary.

        2) All teachers and credentialed evaluators will be trained on the vendor assessment at the beginning of the pilot.

        3) Teachers participating in the pilot shall be given release time to train, meet, and reflect on the vendor assessment.

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

        1) Knowledge of the students to whom the teacher provides instruction;

        2) The teacher's use of differentiated instruction practices;

3) Assessment of student learning;

4) The use of assessment data;

5) Professional responsibility and growth.

e. Recognizing that teachers are the experts in their profession, teachers will have the ability to make decisions in the selection of the source of HQSD unless required by law (Value Added).

1) The teacher must have at least two (2) sources of HQSD meeting the criteria above.

2) Sources of HQSD shall be formally agreed to by the assigned evaluator and teacher.

3) Teachers will submit sources of HQSD to be utilized for evaluation purposes to their assigned evaluator by September 30 of each year.

4) Any source of HQSD not agreed to by the assigned evaluator shall be returned to the teacher with specific designation of deficiencies by October 15 with a timeline of ten (10) school days for the resubmittal of the corrected or a selection of a different source of HQSD.

f. No evaluation factor shall be impacted by student performance on a test or tests.

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

16. Professional Growth and Improvement Plans

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 as set forth in this agreement.

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

c. Teachers whose evaluation rating is Developing shall develop a professional growth plan with their assigned evaluator, pursuant to the terms of this agreement.

d. The evaluator together with the teacher whose evaluation rating is Ineffective will formulate the Improvement Plan. The Improvement Plan should include:

1) specific performance expectations, resources and assistance to be provided,

2) the District will provide for the allocation of financial resources to support professional development for staff on improvement plans.

3) timelines for its completion,

4) two professional indicators documented as ineffective through the formal evaluation process,

5) reasonably sufficient time (not less than six (6) weeks) for a plan resulting from two (2) "ineffective" summative performance ratings; or based on deficiencies in any individual component to allow the teacher to improve performance to a satisfactory level.

6) If the final evaluation indicates the teacher meets the criteria for the professional indicators for satisfactory performance as outlined in the Improvement Plan, the evaluator of record will recommend that the teacher be returned to a non-improvement plan status.

7) In the event that the teacher and the evaluator cannot agree on the evaluator's expectations for the Improvement Plan, the teacher may request an administrator of the District to facilitate further discussion between the teacher and the evaluator.

e. Professional Growth or Improvement Plans shall be completed within Forty-five (45) days of the teacher’s work year start.

f. The teacher shall be entitled to Association representation to any and all conferences in this evaluation procedure.

17. Completion of Evaluation Process

The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy, signed by both parties, shall be retained by the teacher.

Any teacher who receives an evaluation rating of "skilled" shall not be subject to another 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.

Any teacher who receives an evaluation rating of "accomplished" shall not be subject to another 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.

The Superintendent shall annually file a report to the ODE including only the following information:

a. the number of teachers for whom an evaluation was conducted;

b. the number of teachers assigned each rating (Accomplished, Skilled, Developing or Ineffective) aggregated by the institution where they received their teaching degree and the year in which they graduated. All other information and documents obtained through the evaluation process shall be stored and maintained by the District.

18. Any alleged violation of the evaluation procedures shall be subject solely to the grievance procedure set forth in Article 3.

19. Failure by the District to adhere to any timeline or condition established in this Agreement shall render the evaluation, including the summative rating, void and shall automatically require re-employment of the teacher at their current contract status. If timelines are missed by administration due to bargaining unit member failure to adhere to timelines or conditions, the evaluation will proceed as set forth in this document. The timeline may be extended if mutually agreed upon by both the teacher and the evaluator. This agreement must be in writing.

20. Basis for Termination

The contract of a teacher may be terminated by the Board for good and just cause consistent with ORC 3319.16.

D. Evaluation of Bargaining Unit Members not under OTES

Guidance Counselors will be evaluated using the Ohio School Counselor Evaluation System adopted in 2016.

1. Guidance Counselors will be evaluated using the Ohio School Counselor Evaluation System adopted in 2016.

2. Speech Language Pathologists (SLP) will be evaluated using the form in Appendix F, once in the first semester and once in the second.

E. Ohio Teacher Evaluation Committee (OTES Committee)

The parties agree on the need for an ongoing comprehensive review of the teacher appraisal system, evaluation instrument(s), and protocol. To that end, the OTES Committee will be formed with representation of members from each building appointed by the Association and administrators appointed by the Superintendent, in addition to the Superintendent or Designee, for the purpose of reviewing the present evaluation and appraisal system and making recommendations to the Board and the Association for the adoption of improvements in the evaluation process and/or any corresponding evaluation instrument(s). The OTES Committee shall be an ongoing collaborative committee and recommendations, if any, will be made prior to the beginning of each school year. Changes recommended by the OTES Committee will not become a part of this Agreement unless adopted by the Board and approved by the Association. The OTES Committee will meet as determined by the Committee.

I. STUDENT MEDICAL NEEDS – DRUGS

Nothing in this policy shall be construed as requiring a bargaining unit member, other than nurse(s), to administer medication or drugs to students if the member objects.

J NOTIFICATION OF CRIMINAL BEHAVIOR

When a student is assigned to a bargaining unit member, the Administration will notify the member if such student has a known history of criminal-type behavior of an aggressive, violent nature. The administration will also notify a bargaining unit member of a specific threat made by students towards that bargaining unit member.

K NOTIFICATION OF COMMUNICABLE DISEASES

Bargaining unit members will be notified of known, serious communicable diseases of students with whom members have contact, except as restricted by law.

L CLASS SIZE

1. The pupil-teacher ratio shall meet or exceed the State Minimum Standards. There shall be no less than forty (40) classroom teachers per 1,000 basic ADM and no less than five (5) Education Service Personnel (ESP) teachers per 1,000 students. For the purposes of this Section, “classroom teachers” and “ESP teachers” shall be defined as per Ohio Revised Code 3317.023.

2. The Administration/Board will attempt to limit to twenty-five (25), the number of students in any class in grades Kindergarten through and including Sixth.

3. Building administrators will seek teacher input in the assignment of classroom aides on an annual basis. Assignment of aides to classes should be based upon a teacher’s workload, number of assigned students, or other relevant considerations.

M LABOR/MANAGEMENT RELATIONS COMMITTEE

The Association and the Board will establish a joint Labor/Management Relations Committee. The Committee will meet on a quarterly basis, or on a schedule approved by the Committee.

N REPORTING OF GRADES

There shall be at least a minimum of three (3) working days between the close of a grading period to the time grades are due, except at the end of the school year. All final grades will be due no sooner than the close of the last teacher workday, with the exception of twelfth (12th) grade students. Changes in the systems, methods or type of reporting of grades will only take place at the end of the school year, unless such method or type of grading is deemed illegal or in violation of a student’s civil rights. Teachers will be notified if grading systems, methods or types will be changed and professional development will take place before any changes are implemented. Where there is a question of athletic eligibility, upon request, teachers may be required to fill in an athletic notification for the athletic department, in addition to the grade reports, in a shorter period of time.

O. DUTY DISTRIBUTION

Duties shall be distributed and rotated to the extent feasible.

P TEACHER WORKDAY AND WORK YEAR

1. The length of the teacher workday shall be seven (7) hours twenty-five (25) minutes for elementary teachers; seven (7) hours thirty (30) minutes for middle school/high school teachers (secondary 5-12). The School year shall be one hundred and eighty- four (184) workdays with one hundred and eighty (180) days for students and four (4) workdays without students. The four (4) workdays without students shall be *one half (½) day for

administrative meetings/in-service and one half (½) day for individual teacher preparation. Teachers new to the district, who are expected to attend New Teacher Orientation, will be paid at the rate of thirty dollars ($30.00) per hour to attend said orientation.

a. The workday will be as follows unless otherwise mutually agreed upon by the EAO and the Board:

   i. First two weekdays prior to the first day of school for students.

   ii. The first weekday following the close of the end of the first and third nine weeks.

Due to variations in staff needs (i.e. homerooms, extracurricular and curricular assignments), the teacher workday may be shifted slightly with the approval of the LMC, but may not exceed the length of the workday as provided above.

2. Elementary, middle, and high school buildings will set aside not less than thirty (30) minutes of dedicated staff time at the beginning of the day. Two school days per week shall be used for staff in-service, collegial planning time, and MTSS meetings (where feasible). This time should not exceed two (2) meetings per week as well as an additional meeting per month. The time is intended to be used in a meaningful and productive manner and will be protected from excessive or unnecessary meetings. Complaints should be referred to the LMC. On days when there is not a staff in-service, collegial planning time or MTSS meetings, Administrative staff reserves the right to meet with individual Association members to discuss job related issues. These additional meetings will be of reasonable time, frequency, and necessity.

3. Middle School and High School teachers will be assigned to no more than six (6) instructional classes, and no more than four (4) preparations per day, unless they agree to more in writing.

4. Each full-time Middle School and High School teacher shall be guaranteed at least one (1) planning period daily within the student contact day.

5. Each full-time elementary (K-4) contained classroom teacher shall have forty-four (44) minutes of uninterrupted planning time during the student day [two hundred twenty (220) minutes per week] through the use of released time for art, music, physical education, library, computer technology, or other activities. Elementary special area teachers will have forty-four (44) minutes of uninterrupted planning time [two hundred twenty (220) minutes per week] during the student contact day.

6. Definition

Planning time is for work-related activities including but not limited to planning, grading, recordkeeping, and conferencing.

7. The Board may purchase, from the bargaining unit member, an additional instructional period at one-sixth (1/6) of the base salary. Instructional periods for less than one (1) year will be prorated. Bargaining unit members have the right to turn down the offer.

8. For the purposes of this agreement Core Subject areas are defined as English/Language Arts, Foreign Language, History/Social Studies, Math, and Science.

   Teachers teaching more than three (3) traditional core subjects shall be entitled to two (2) planning periods. PLATO, Credit Recovery, and Interventions are not considered core subjects. Traveling teacher will not be required to teach the extra class.

   All non-core teachers will have one (1) planning period.

   *One-half-day (½) constitutes three (3) hours and forty (40) minutes))

9. A tentative teaching assignment sheet for the following school year shall be sent to each full-time teacher on or before EOA member's last workday. The assignment sheet shall contain the name of the teacher, school year, grade(s) and/or subject area(s), and building assignment.

Q PERSONNEL FILES

1. The only official personnel file shall be maintained in the Superintendent's Office.

2. Anything deemed detrimental by the Superintendent will not be placed in the teacher's file before the teacher has an opportunity to see it and respond in writing.

3. There shall not be any material in the file that is obsolete, inaccurate, irrelevant, incomplete, untimely, not identifiable as to source or inappropriate for retention. If a teacher believes otherwise, the matter must be brought to the attention of the Superintendent for an investigation pursuant to Ohio Revised Code 1347, prior to filing a grievance.

4. Bargaining unit members and Association representatives will have access to employee files during normal business hours with reasonable advance notice.

5. Bargaining unit members shall have the right to one (1) copy of any item in the file at no cost.

R PAYROLL DEDUCTIONS

1. All Association members will be permitted payroll deduction for Association dues. Deductions will commence the first pay in October and will be deducted equally from all pays through the last pay in August the following year. The Association Treasurer shall notify the Board Treasurer of the amount to be deducted on or before September 15 of each year. Dues deducted will be forwarded to the Association Treasurer within five (5) days of the deductions.

2. The treasurer will send a report that includes the name of each member for whom the deduction was made and the amount deducted from the member's pay.

3. Whenever a bargaining unit member leaves the bargaining unit for any reason, the Association treasurer will be notified within five (5) workdays.

4. The Board Treasurer will accept written requests for voluntary deductions for the Wayne County School Employees Federal Credit Union for any payroll not yet processed.

5. Written requests for voluntary deductions for tax-sheltered annuities will be accepted if received on or before December 15 and shall be effective on January 15. Any bargaining unit member shall be permitted up to three (3) changes per school year. The Treasurer may accept additional request(s) for changes under extraordinary circumstances which, in his/her judgment, warrant an expansion of the limitations expressed above.

6. Written request for voluntary United Way payroll deductions will be accepted each school year. Payroll deductions will begin with the first pay in December through the last pay of August [up to eighteen (18) pays].

7. Written request for voluntary EPAC payroll deductions will be accepted until October 31 of each school year, and shall continue until revoked in writing to the Board Treasurer and the Association President.

S. LIABILITY SETTLEMENTS

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

T MAINTENANCE OF CERTIFICATION/LICENSURE

1. Teachers choosing to surrender their teaching certificates/licenses, or allowing a certificate/license to expire shall so notify the Superintendent, in writing, during September or October of the preceding school year.

2. The Board will pay all BCI and license renewal fees. Receipt will be submitted to the Board Treasurer for reimbursement.

U STUDENT TUITION WAIVER

The Board will waive any tuition of nonresident children of employees in the bargaining unit. The Superintendent will assign these student(s) to the most appropriate class. No more than ten (10) students per school year shall receive a waiver under this Section, and for this Section shall be selected in order of his/her application. Applications should be received no earlier than the end of the school year preceding the year for which the tuition waiver is sought.

V EDUCATION OF STUDENTS WITH EXCEPTIONAL NEEDS

1. The Association and the Board recognize the District's obligation to provide a free appropriate public education for students with disabilities under IDEA and/or Section 504. The parties further recognize that Federal and State statutes and regulations require that disabled students be educated "to the maximum extent appropriate" with children who are not handicapped by providing special education, related services, and supplemental aids and services in the least restrictive environment. In providing a free appropriate public education, the parties acknowledge that the needs of each individual disabled student will dictate the environment in which the student is educated and that each student's education plan will be developed in accordance with his/her individual special needs.

2. Any teacher involved in educating a student who is being served under an IEP, WEP, BIP, or 504 Plan will be given a copy of that plan and will be given the opportunity to provide input and feedback in the development, implementation or revision of that plan. A teacher may also access an electronic copy of a student's IEP, WEP, BIP, or 504 Plan. A teacher with questions or concerns about a student's IEP, WEP, BIP or 504 Plan should contact his/her building principal and/or the Director of Special Education. Thereafter, unresolved issues should be directed to the Superintendent. Any revisions to a student's educational program must be made through the IEP, WEP, BIP or 504 process.

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

    a. Offer a continuum of services including intervention specialists that will support and assist the regular education teachers in providing education in the least restrictive environment;

b. Provide in-service training to teachers and Small Group Instructors (SGIs) to assist in addressing the legal and educational needs of disabled students in a regular educational classroom environment;

c. Adopt a successful model for an inclusive program to be used in a regular educational environment.

d. Provide the individualized supplementary aids and services, including personnel, as determined necessary by the IEP, WEP, BIP or 504 Plan, to provide instruction, medical procedures, or individualized assistance in a regular educational environment. When five (5) or more students with disabilities are integrated into a special area class and safety is an issue for that day, additional adult supervision will be provided if requested by the teacher.

e. Intervention specialists assigned to multiple elementary grade levels will have one grade level per instructional period.

f. A high school bargaining unit member teaching a core academic content area class whose class is fifty (50%) percent or more special education students may request that a trained special education aide be assigned when an intervention specialist is not available.

g. An elementary bargaining unit member teaching a core academic content area class whose class is thirty-three (33%) percent or more special education students may request that a trained special education aide be assigned when an intervention specialist is not available.

4. Regular and special area teachers who are asked to participate in special education meetings and conferences during their regularly scheduled planning period within the student day will be compensated at thirty dollars ($30.00) per hour. This language does not apply to non- assigned periods. If the conference is scheduled outside the workday the teacher will be compensated at the rate of thirty dollars ($30.00) per hour. The Administration shall be responsible for requesting a regular education teacher for each meeting. This responsibility shall be shared as equitable as possible amongst all teachers. The EAO member shall be responsible for informing his/her building principal of the need for general education teacher to be scheduled for IEP or 504 meeting at least five (5) days prior to said meeting.

5. Special Education teachers and Small Group Instructors, (excluding Speech and Language Pathologist) will be provided one (1) day per five (5) students release time or sixty dollars ($60.00) per IEP (at the teacher's/SGI's option) for drafting of IEPs and BIPs. Any bargaining unit member required to write a 504 or WEP will be paid twenty dollars ($20.00)

per 504 or WEP. Speech Language Pathologists will be paid twenty dollars ($20.00) per Speech IEP.

6. Progress monitoring reports will be due one week after grades are due.

7. SGI and IS teachers will have weekly scheduled time with any student on the staff members' caseload.

8. Alternative Assessment:

   a. Teachers who are responsible for developing Alternative Assessment Plans will be given one-half (½) day of release time in the building for each student to develop the plan.

   b. No teacher will be required to develop or implement an Alternative Assessment Plan for a student without first receiving training regarding the specific requirement of such plans.

   c. Teachers may request this training from the District.

9. Specialized Health Care Procedures

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

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

10. The following issues are not grievable:

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

    b. The contents or appropriateness of a student's IEP/504 Plan.

    c. A student's placement.

11. District Exceptional Children Committee

    At the request of the Association a joint committee may meet three times a year to review policies and practices related to the delivery of Gifted/Special Education services. The Association may appoint four (4) Association

members to this Committee. Topics that the committee shall address include but are not limited to:

1. Workloads and caseloads

2. Paperwork reduction, duplication, data collection and information management

3. Support IEP due process requirements

4. Professional development

5. Support for schools to deliver focused interventions for students with special needs

6. Preparation time

7. An equitable ratio of need within the Least Restrictive Environment (LRE)

Bargaining unit members shall have the right to initiate discussions or bring issues to this committee relative to any of these topics with the expectation that this committee will act as a non-partial mediating body to address concerns and resolve issues that are systemic in a timely manner.

12. Teachers may adjust their daily schedules to create time necessary to complete IEPs, WEPs, BIPs and 504 Plans with approval of the Building Principal.

13. Review of Student Placement

A teacher may call a meeting of the building's Intervention Assistance Team and may recommend a student for referral for evaluation. Once a teacher makes a referral and a parent provides written consent, the teacher will be informed of the statutory timeline within which the evaluation must be completed. Teachers may request an IEP, WEP, BIP, or 504 meeting through the Special Education Director.

W LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

1. The Local Professional Development Committee (LPDC) shall be established to oversee and review professional development plans for continuing education unit (CEU) credits, monitor the organization and planning of in-service programs, the existing mentor program, and identification of priorities for District staff development in collaboration with the Superintendent. The LPDC will serve as a discussion group for instruction and curriculum issues and other equivalent activities. The LPDC

will be subject to any and all interim rules and regulations constituted by the State of Ohio.

2. The term of office for LPDC members shall be three (3) years, except the initial term shall be staggered [one year, two years, and three years] to provide continuity.

3. The LPDC shall be composed of three (3) persons appointed by the Association, which shall have as representation elementary, middle school and high school and two (2) persons appointed by the Superintendent. Vacancies arising during the term shall be filled in the same manner.

4. The Chairperson and LPDC decisions shall be determined by majority vote of the LPDC.

5. The LPDC shall develop and maintain an independent appeals procedure for appeals from decisions of the LPDC, whose decisions are not grievable. Administrators, whose plans are denied, may appeal to the Board of Education per the Board appeals procedure as the alternative to the independent appeals procedure.

6. For the life of the Contract, the LPDC will meet as deemed necessary by the LPDC working in collaboration with the Superintendent. The agenda for the meeting will be distributed in advance of the meeting.

7. LPDC members shall be afforded the opportunity to attend training related to performance of their duties, subject to the Superintendent's approval. Where such training occurs during the regular workday, paid release time shall be granted not subject to any Professional Leave restrictions, but subject to the approval of the Superintendent, whose approval shall not be unreasonably withheld. Such training may constitute an appropriate "equivalent" activity for committee members on the LPDC.

8. Secretarial services, certificate/license tracking services, and storage of information and files for the LPDC shall be provided for and/or paid by the Board working in collaboration with the Superintendent. The responsibility for keeping track of necessary requirements is that of the individual.

9. Educational plans shall be submitted in writing to the LPDC for approval. Any questions of the LPDC shall be in writing to the individual. If there are further questions or concerns of the LPDC, the LPDC will meet with individuals to assist in submissions when necessary.

X RESIDENT EDUCATOR PROGRAM/TEACHERS NEW TO THE DISTRICT

1. Purpose

The purpose of the Resident Educator Program (“RE Program”) is to

provide a comprehensive, two-year formal program to beginning teachers with mentoring and professional development as they start their education career. The program is designed to improve teacher retention, enhance teacher quality, and result in improved student achievement. New teachers (i.e., individuals holding a resident educator or alternative resident educator license) need to successfully complete the RE Program to become eligible for a professional teaching license. New Ohio teachers holding a 1-Year Out-of-State or a 2-Year Provisional STEM license in Ohio may also participate in the RE Program. The RE Program does not replace the negotiated employee evaluation system.

2. Definitions

a. Resident Educator Program

A program of support provided by the Board, pursuant to the rules adopted by the State Board of Education, to meet the unique needs of a Resident Educator. In the two years of the program, a Resident Educator works collaboratively with his/her Mentor to complete annual requirements through discussions and feedback. The Mentor provides ongoing instructional support using self-assessment and goal setting, and by demonstrating use of authentic teacher work such as lesson planning, data analysis and assessment for reflection.

b. Mentor

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

c. Program Coordinator

A Program Coordinator works with administrators to provide program facilitation and fidelity. The Program Coordinator serves as the communication liaison between the Board's RE Program participants and the State Board of Education. The Program Coordinator is responsible for working with District Administrators and stakeholders to plan, implement, and report on the RE Program, and facilitate the evaluation of the District's RE Program. The Superintendent will select the Program Coordinator(s).

d. Resident Educator

A Resident Educator is a new teacher who holds an appropriate Ohio educator license (e.g., a standard Resident Educator, Alternative Resident Educator, Interim Resident Educator, or Temporary Military license) and is required to complete the RE Program. To participate

in the RE Program, a Resident Educator must:

i Be employed by the Board and teach at least two classes or work at least twenty-five percent (25%) of a full-time equivalent in his/her area of licensure or in the area in which he/she holds an endorsement or a supplemental teaching license during the school year;

ii Be responsible for planning and delivering standards-based, PreK -12 curriculum to students and evaluating their progress during the school year;

iii Work during the school year for a minimum of 120 days; and

iv Be assigned a State Board of Education certified Mentor.

3. Mentors

a. Qualifications - To serve as a Mentor, an individual must meet the following qualifications:

i Hold, or have previously held (for retired teachers), the Ohio 5-Year Professional license, Senior Professional, Lead Professional or Permanent license;

ii Complete the District's application process (i.e., submit a written statement of interest to the Program Coordinator) and be selected to serve;

iii Successfully complete the 12-hour state Resident Educator Mentor Academy;

iv Have a minimum of five (5) years of teaching experience and three (3) years of service in the District; and

v Have demonstrated the ability to work cooperatively and effectively with professional staff members and have extensive knowledge of a variety of classroom management and instructional techniques.

b. Selections

Selection shall be made collectively between the Program Coordinator and the administration. No Mentor shall have more than one (1) Resident Educator at a time.

c. Training

The District will pay all training fees and expenses for mentors.

d. Responsibilities

i. The Mentor Teacher, in concert with the Resident Educator, shall develop a program of professional support for the Resident Educator consistent with the State Board of Education's requirements.

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

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

iv. The Mentor will use the RE Program formative assessment tools (collaborative log, Ohio Standards for the Teaching Profession reflection tool, goal-setting agreement), and protocols to support the Resident Educator.

v. The Mentor may be requested to attend regional mentor network meetings.

vi. The Mentor must meet on a regularly scheduled basis with the Program Coordinator to discuss the needs of the assigned Resident Educator and to engage in professional development.

vii. Upon request, the Mentor must provide the Program Coordinator with evidence of ongoing communication between the Mentor and Resident Educator.

e. Release Time

Each Mentor Teacher shall be granted release time not to exceed three (3) days per year for direct mentoring activities, which may be used in quarter (¼) or half (½) day increments. Said release time shall be separate from any other release time covered under this Agreement and shall be coordinated by the Superintendent.

f. Stipend

Each Mentor assigned a Resident Educator who is required to complete the Resident Educator Mentor Academy program shall be paid a stipend of Nine Hundred Dollars ($900.00).

4. Program Coordinator

a. Qualifications

A Program Coordinator shall:

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

ix. have observation experience under previous lead mentor/program coordinator if possible.

x. previously served successfully as a Mentor ~~Teacher~~ in the District.

b. Responsibilities

i. General

- Throughout the two-year program, support Resident Educators and Mentors with relevant professional development activities in the mentoring and performance components;
- Assist in designing and providing local professional development that is tailored to meet the individual needs of the resident educator(s);
- Facilitate communication among Resident Educators, Mentors, and building principals;
- Collaborate with appropriate stakeholders to facilitate the evaluation of the District's RE Program and strive for continuous program improvement and growth.

ii. Summer & Fall

- Work with administrators to select and train Mentors.
- Facilitate the assignment of a Mentor to each Resident Educator;
- Register Resident Educators in CORE;
- Provide orientation to Resident Educators, Mentors, and building leaders about program and district/school requirements; and

- Maintain communication among Resident Educators, Mentors, and building leaders.

iii. Winter & Spring

- Evaluate the RE Program;
- Complete year-end reporting requirements as determined by the District in CORE by May 31; and
- Maintain communication among Resident Educators, Mentors, and building leaders.

iv. Program Coordinator(s) shall not participate in the evaluation of any Resident Educator and will not be requested or directed to make any recommendation regarding the continued employment of the teacher.

c. Release Time

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

d. When there are teachers in the RE Program, the Program Coordinator will be paid a stipend of Two Thousand Five Hundred Dollars ($2,500).

5. Resident Educators

a. Each Resident Educator required to fulfill requirements as set forth by State Board of Education shall be provided with resources necessary to complete the program.

b. The Resident Educator shall be provided release time not to exceed three days per year for the purpose of observing classes, meetings with his/her Mentor, attending recommended workshops, assessment preparation, etc. The days may be used in half (½) or quarter (¼) day increments and shall be coordinated by the building principal.

c. The Resident Educator is not required to do an IPDP nor to utilize the LPDC process.

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

6. Protections

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

b. The Mentor and Resident Educators shall keep confidential all discussions, actions, materials and other information to the extent permitted by law.

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

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

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

f. This Article is not be subject to the grievance procedure

7. The following will occur through the District on-boarding process:

a. Each Resident Educator as well as teachers new to the District shall be given an initial orientation on the following matters.

i. The pupils and community to be served;

ii. School policies, procedures, and routines;

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

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

v. The nature of the Mentoring Program that will be provided; and

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

b. Each Resident Educator shall be provided with the following throughout the school year:

i. Assistance in acquiring knowledge of the school curriculum, responsibilities for implementing that curriculum, and the

instructional resources available for such implementation;

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

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

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

8. Resident Educator Review Committee

A committee comprised of up to three (3) bargaining unit members appointed by the Association President and up to three (3) administrators appointed by the Superintendent will meet, as needed, to review the RE Program on an as needed basis. The committee will make recommendations to both the Association and the Board regarding the alignment of the RE Program with any legislative requirements adopted by the State and any new guidance and/or regulations issued by the State Board of Education.

Y. BLOOD-BORNE PATHOGENS

Bargaining unit members shall be included as "at risk" for blood-borne pathogens and shall receive training and protection accorded those "at risk."

Z. YEAR-ROUND SCHOOL

The parties agree expressly to commit to completion of “effects bargaining,” if the District determines to have year-round school operation prior to implementing year-round school.

AA. NATIONAL BOARD CERTIFICATION BONUS

Teachers who earn National Board Certification will be paid a one-time One Thousand Dollar ($1,000) bonus. All teachers who currently hold National Board Certification are eligible for this one-time award.

BB. JOB SHARING

Voluntary job sharing is dependent upon the understanding that the students needs and scheduling take precedence and preference over individual bargaining unit members preferences. All job sharing positions shall be reviewed annually by the superintendent and will not be renewed automatically.

Job sharing shall be defined as the sharing of duties and responsibilities of one (1) full time equivalent (FTE) position by two (2) employees. Job sharing may exceed

the FTE position if providing the required instructional planning time for each employee is the reason the position is more than a regular FTE position.

Responsibilities

1. Each job sharing employee shall have a contractual work week with hours consistent with other bargaining unit members.

2. For professional development time purposes, each job sharing employee shall fulfill, at no additional cost to the district, all responsibilities as if a full time employee.

3. Both employees shall attend any scheduled parent-teacher conferences involving shared FTE position, evening and after school meetings expected of full-time teachers and such assignments.

4. In the event that one of the job sharing employees resigns, ceases active employment with the district, or if a part of a job share position becomes vacant for any reason, the superintendent at his/her discretion, shall either (1) return the other teacher to full time status for the remainder of the school year or (2) fill the vacant part-time position for the remainder of the school year.

Compensation and Benefits

1. Salary compensation for each job sharing employee shall be prorated according to the amount the bargaining unit member would have earned if the employee was full time. Advancement on the salary schedule will be the same as full time employees. For example, a full time employee is paid for (7) hours per day for (5) days per week for a total of 35 hours per week. If a job share employee is scheduled for four (4) hours per day for five (5) days per week for a total of 20 hours the proration would be calculated at 20/35=57% of a FTE employee. Therefore, the job sharing employee shall receive 57% of his/her appropriate placement on the salary schedule.

2. All insurance(s) shall be prorated for job sharing in the same manner as described in item 1.

3. All sick leave and personal leave negotiated accumulations shall be prorated for job sharing employees.

4. If one of the job sharing employees is absent from work, the other bargaining unit member may assume the full time duties and be compensated on the regular substitute board approved substitute rate, Should the other job sharing employee be absent in excess of fifty-nine (59) days, they will be compensated per the employee’s regular salary.

5. Job sharing teachers shall be considered for changes in contract status, evaluation, and layoff on the same basis as full time teachers.

Notification of Intent

1. Bargaining unit members who have been in the employ of the district for (3) three consecutive years who wish to be considered for a job sharing position for the following school year shall submit a letter of intent to the superintendent by March 1.

2. Bargaining unit members who wish to return to full time positions shall follow the voluntary transfer provisions of this agreement.

3. The participants in any job sharing arrangements may be considered for a maximum duration of two (2) school years in any job sharing arrangement. The two (2) years may be consecutive or non-consecutive. The parties may agree to extend the two (2) year maximum duration for additional two (2) year increment(s).

CC. ASSIGNMENT OUTSIDE/LICENSE AREA

1. No teacher shall be assigned teaching duties outside the teacher's certificated/ licensed area(s). Each teacher shall maintain certificates/licenses necessary to fulfill current teaching assignments.

2. This Section shall not restrict the Administration from using a regular teacher to cover the classes of absent teachers for one (1) period or less or in the case of emergency.

3. Teachers shall be responsible for filing with the Superintendent or his/her designee all certificates/licenses issued to the teacher by the Ohio Department of Education and Workforce within fifteen (15) days of receipt of such certificates/licenses.

DD. CO-TEACHING

For the purposes of this section (i.e. DD Co-Teaching), an “instructional Preparation” (“prep”) shall mean a distinct course or subject assignment that requires the employee to develop and maintain separate lesson plans/materials due to different curriculum standards and/or substantially different instructional content.

1. In a co-teaching area, Intervention Specialists and general education teachers will have the same planning time, to the extent possible.

2. The general education teacher is the teacher of record.

3. If either co-teacher is absent, the remaining teacher will be the lead teacher in the class for the time of the absence. If it is an extended absence, a substitute teacher will be provided.

4. Intervention Specialists who co-teach and teach resource room classes will have a maximum of four (4) preps each day. For Intervention Specialists, a co-teaching assignment does not constitute an additional prep when the co-taught instruction follows the general education teacher's course curriculum and pacing. Likewise, resource room instruction shall count as a prep only when it requires separate lesson planning due to different curriculum standards and/or substantially different instructional content.

5. In the event of an unanticipated scheduling change (e.g. a new student with intensive needs is placed in the Intervention Specialist's classroom) that causes an Intervention Specialist to exceed the maximum of four (4) preps per day, the Administration shall meet with the employee to review assignments and make reasonable adjustments as soon as practicable.

6. General education teachers shall primarily focus on content and intervention specialists shall primarily focus on interventions.

7. For evaluation purposes, neither co-teacher should be evaluated on a lesson that is co-taught unless that teacher only co-teaches.

ARTICLE 8 - SMALL GROUP INSTRUCTORS PROVISIONS (SGIs)

A. SGIs DEFINITION

Special Education Tutors, LD tutors, academic coaches, and Title I tutors, and Math Lab Coordinator, shall be known as Small Group Instructors (SGIs).

B. CONTRACTS

SGIs shall not be eligible for tenure, but shall be issued a contract as follows: One year contract -- Upon initial employment

C. SCHEDULED TIME PAY

SGIs will be paid their regular hourly rate even if no students show up for a scheduled session. The SGIs shall use such time as preparation time.

D. MEETING PAY

SGIs will be paid their regular hourly rate for required attendance at meetings with teachers of students assigned to the SGIs, parent/teacher conferences, faculty meetings, in-service meetings, and IAT/MFE/IEP/504 conferences.

E. SPECIAL EDUCATION SGI PLANNING AND CONFERENCE TIME

Special Education SGIs will be provided with weekly planning and conference time equal to ten (10) percent of their regularly scheduled hours. Weekly planning time missed due to the absence of the SGIs or school not in session will be lost for the week.

F. EVALUATION

SGIs will be evaluated using the evaluation procedure in Article 7 in this Agreement. Each SGI shall be assigned a supervisor for evaluation and reporting off purposes.

G. ACADEMIC COACHES VS. TEACHERS

Academic Coaches/Reading Coaches will not be used in the place of Reading Teachers. Additionally, Academic/Instructional Coaches will be evaluated using the form in Appendix I of this Agreement.

ARTICLE 9 - CALAMITY DAYS, DELAYED STARTS AND ONLINE LEARNING DAYS

A. CALAMITY DAYS

There will be five (5) District calamity days. When schools are closed due to calamity, teachers will not be required to report to work unless the calamity affects less than the total District.

B. ONLINE LEARNING DAYS

After five (5) calamity days, schools will transition to online learning for an additional three (3) calamity days. Teachers will not be required to report to their normal building for online learning days.

C. After exhausting online learning days, any additional calamity days will be made up at the discretion of the District.

D. DELAYED START DAYS

In the event of a two-hour delayed start for inclement weather or District-scheduled professional development, the teacher workday shall begin two (2) hours later than the regularly scheduled start time. The contractual workday shall not be extended, and teachers' planning time for that day shall be adjusted accordingly. The schedule for all buildings shall be adjusted to shorten periods and allow for all subjects and specials normally taking place in that school day.

ARTICLE 10 - DURATION AND INTENT

A. DURATION AND EFFECT

1. This Agreement and appendices, becomes effective July 1, 2026 and remains in force until June 30, 2029. It has been negotiated in good faith by the aforementioned parties and has been fully explained to and ratified by the parties who have authorized their representatives to sign below.

2. The execution of this Agreement creates a legal and binding document on both parties and may not be changed, altered or modified by either party unless done in accordance with this Agreement. All parties agree to comply with the provisions of this Agreement.

B. CONTROLLING AGREEMENT

This agreement is the negotiated contract between the Board and the Association. If there is any conflict between this Agreement and policy or practice, this Agreement shall be controlling.

C. DAYS

“Days,” in this Agreement, are calendar days unless otherwise specified.

SIGNATURES

FOR THE ASSOCIATION

Jodi Rice, President

Joel Glasser, OEA Labor Relations Consultant

Team Member

Team Member

Team Member

Team Member

Team Member

This Collective Bargaining Agreement was ratified by Ballot of the Association on

March 18, 2026

FOR THE BOARD

Pat Lorson, President

David Toth, Superintendent

Joe Shumar, Treasurer

Board Member

Board Member

Board Member

This Collective Bargaining Agreement was ratified by the Board at its meeting on

April 21, 2026

APPENDIX A

ORRVILLE CITY SCHOOLS
GRIEVANCE FORM
LEVEL ____

Name _____ Building _____

Statement of Grievance _____

_____

_____

_____

_____

Resolution Sought _____

_____

_____

_____

_____

Signature _____ Date _____

Disposition Rendered _____

_____

_____

_____

_____

Signature _____ Date _____

Attach additional pages as necessary in order to complete any section.

APPENDIX B

TEACHER CONTRACT: LIMITED

ORRVILLE CITY SCHOOLS
815 NORTH ELLA STREET
ORRVILLE, OH 44667

AN AGREEMENT ENTERED INTO BETWEEN (Teacher/SGI Name)_____ and the Orrville City School District of Wayne County, Ohio.

The said teacher hereby agrees to teach in the public schools of said District for a term of _____ year(s) beginning _____ for 183 days per year and agrees to abide by and maintain the policies, procedures, rules and regulations adopted by such Board for the government of the schools in such district [including all expectations in the teacher's handbook, Board Policy and those assessed in the teacher evaluation instrument].

In consideration of and for such services, the said Board of Education agrees to pay, to the said teacher the sum of _____ Dollars; said sum to be payable annually in twenty- four (24) installments.

This agreement entered into at Orrville, Ohio, this _____ day of _____ 20.

Degree
Step

_____
Teacher/SGI

Degree
Step

_____
Teacher/SGI

_____
President

_____
Treasurer

The following conditions must be met, or this contract is null and void:

1. Teacher's certificate/license must be valid for the assigned position.
2. Degree(s) and hours honored to determine the salary must be verified.
3. Years of experience used in the salary designated must be verified.

APPENDIX C

TEACHER CONTRACT: CONTINUING

ORRVILLE CITY SCHOOLS
815 NORTH ELLA STREET
ORRVILLE, OH 44667

AN AGREEMENT ENTERED INTO BETWEEN (Teacher's Name)_____
and the Orrville City School District of Wayne County, Ohio.

The said teacher hereby agrees to teach in the public schools of said District from the date of this Contract until he/she resigns, elects to retire, is retired pursuant to law, or until said Contract is terminated or suspended as provided by law.

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

In consideration of and for such services, the said Board of Education agrees to pay, at the office of its Treasurer, to the said _____ the sum of _____ Dollars; annually. Said sum to be payable in twenty- four (24) equal installments. Notices to be sent annually as provided by law.

This agreement entered into at Orrville, Ohio, this _____ day of _____ 20.

Degree
Step

_____
Teacher

_____
The Board of Education

_____
President

_____
Treasurer

APPENDIX D

SUPPLEMENTAL CONTRACT

ORRVILLE CITY SCHOOLS
815 NORTH ELLA STREET
ORRVILLE, OH 44667

This limited contract is entered into by and between _____ of _____ City,_____, Ohio hereinafter referred to as "Teacher," and the Orrville City Board of Education of Wayne County, Ohio, hereinafter referred to as "Board;" WITNESSETH:

In addition to Teacher's regular teaching duties (if any), said Teacher does hereby promise and agree to perform the following duties for and in behalf of said Board:

Position _____ and further agrees to abide by and maintain the policies, procedures, rules and regulations adopted by such Board. Such additional duties shall be performed by Teacher during the school year _____.

In consideration of the duties to be performed by said teacher, the Board promises and agrees to pay said teacher, the sum of $_____ Stipend annually, payable as follows: in _____ payments. This limited contract entered into at Orrville, Ohio, this _____ day of _____, 20_____.

ORRVILLE CITY BOARD OF EDUCATION

_____
President

_____
Treasurer

_____
Teacher

This contract is null and void if the following conditions are not met:

1. Completion of any school board, local or state government requirements assignment.
2. Completion of all aspects of this assignment.

APPENDIX E

NOTICE AS TO TEACHER'S SALARY

ORRVILLE CITY SCHOOLS
815 NORTH ELLA STREET
ORRVILLE, OH 44667

Date _____

TO: _____

You are hereby notified that your salary for the school year _____ will be _____ Dollars.

Said salary will be payable in twenty-four (24) installments, beginning September 15, providing said teacher adheres to all provisions referenced in heretofore teacher contracts/notices.

Degree
Step

ORRVILLE CITY BOARD OF EDUCATION

_____
President

_____
Treasurer

_____
(Teacher Signature)

_____
Date

Ohio Revised Code Section 3319.12

APPENDIX F

Speech-Language Pathologist
Evaluation Form

Name: _____ School(s): _____

Administrator: _____

Date of Observation: _____ Time Started: _____ Time Ended: _____

Instructions: Please rate the therapist's performance of any of the criteria for which you have appropriate data.

A = Accomplished	S = Skilled	D = Developing	I = Ineffective

DOMAIN 1: Planning and Preparation		Rating
1a	Demonstrating knowledge of content and pedagogy (eg. Literacy, consistent with Roles and responsibilities of Speech-Language Pathologists in Schools).	
1b.	Demonstrate knowledge of students (characteristics of age group, student needs, skills, knowledge, interests, and cultural heritage).	
1c.	Selecting instructional goals/objectives based on student diagnostic information and data.	
1d.	Demonstrating knowledge of resources (resources for students and teaching)	
1e.	Designing coherent instruction that is compliant with state and federal regulations for students with IEPs.	
1f.	Assessing student learning by demonstrating the ability to conduct appropriate comprehensive evaluations and assessment of students experiencing or at risk for, a variety of speech, language and swallowing disorders	
DOMAIN 2: Classroom Environment		Rating
2a.	Creating an environment of rapport and respect	
2b.	Establishing a culture of learning	
2c.	Establishing and managing classroom procedures	
2d.	Managing classroom behavior	
2e.	Organizing physical space for instruction and learning	

DOMAIN 3: Delivery of Service		Rating
3a.	Communicating clearly and accurately (directions, procedures, oral and written language)	
3b.	Using varied questions and discussion techniques	
3c.	Engaging students in learning (instructional materials/resources including technology structure and pacing, grouping of students, representation of content, activities, and assignments)	
3d.	Providing feedback to students (quality: accurate, substantive, constructive, specific, and timely)	
3e.	Demonstrating flexibility and responsiveness (lesson adjustment, response to students and persistence)	
DOMAIN 4: Professional Responsibilities		Rating
4a.	Reflection on teaching (accurate assessment of lesson's effectiveness and use in future teaching)	
4b.	Maintaining accurate records	
4c.	Communication with families	
4d.	Contributing to the school and district	
4e.	Growing and developing professionally	
4f.	Showing professionalism	

Speech-Language Pathologist Overall Performance at this time is _____

Progress toward achievement of the professional growth plan is:

Minimal _____ Satisfactory _____ Has reached completion _____

Evaluator's Narrative Comments: (Attach additional sheet if necessary) _____

_____

_____

Signature of Administrator/Date: _____

Speech-Language Pathologist Comments: (Attach additional sheet if necessary) _____

_____

_____

Signature of Speech-Language Pathologist/Date: _____

(Signature indicates knowledge of evaluation, not necessarily concurrence)

APPENDIX G

VERBAL WARNING FORM

Name of staff member _____

Date of Verbal Warning _____

Date/Time, Location, and General Description of Misconduct _____

_____

_____

_____

Direction Provided: _____

_____

_____

_____ _____

Staff member signature* Administrator signature

**Signatures on this form acknowledge a verbal warning was issued. However, the staff member's signature should not be construed as evidence that the staff member agrees with the discipline. A staff member has the right to make a written response to the verbal warning and to have it attached to this form.*

APPENDIX H

SUPPLEMENTAL / EXTRA DUTY REQUEST FORM

When activity or sport is completed this form must be submitted for payment to be processed

Employee ID Number: _____

Circle district: **RITTMAN** **ORRVILLE** **SOUTHEAST**

Part 1 **EMPLOYEE TO COMPLETE AND RETURN TO ATHLETIC DIRECTOR/BUILDING PRINCIPAL WHEN SUPPLEMENTAL JOB HAS BEEN COMPLETED**

I, _____ have completed my supplemental contract for
(Print your name)

_____ and would like to be paid.
(Supplemental contract description)

Checklist to be checked off when you have completed the end of your supplemental contract:

Employee all keys that I have in my possession have been returned to the school.
(exception: if you're a regular contracted employee of the school district)

☐ All necessary agreements have been fulfilled: (EX: Sports Med, TB test, BCI/FBI requirements

_____ _____
Employee Signature Date

Part 2 **SUPERVISOR TO COMPLETE**

_____ I have received school keys from the above individual
_____ I have received an inventory list from the above individual (Head coach only)
_____ OK to pay supplemental contract in the next available pay
_____ DO NOT pay supplemental contract in the next available pay***

*****REASON(S) FOR NON-PAY:**

_____
_____
(A.D. / Principal / Supervisor will notify when ok to pay by filling out revised form)

_____ _____
A.D. / Principal / Supervisor Signature (must have one signature) Date

Part 3 **PAYROLL OFFICE TO COMPLETE**

_____ Date request form was received
_____ Date supplemental was paid
_____ Amount of supplemental paid

APPENDIX I

INSTRUCTIONAL COACH EVALUATION

Orrville City Schools

Employee Name: _____

Date of Evaluation: _____

Performance Qualities	Rating
1. KNOWLEDGE and LEARNING READINESS: Eager to learn and blends job-related education, skills, and experience; Senses needs and reflects determination to grasp instruction and learn new duties	
2. INTERPERSONAL Behavior reflects optimal cooperation and communication relationship with administrators, staff, students, parents, visitors, etc.	
3. RESPONSIBILITY and DEPENDABILITY in various sets of circumstances: Can be trusted to assume responsibility for a task in an acceptable way; Can be relied upon to perform required duties with minimum supervision and remains calm and helpful in times of crisis.	
4. MANAGEMENT of CONFIDENTIAL INFORMATION Maintains confidentiality with sensitive school information	
5. SAFE and PRODUCTIVE ENVIRONMENT Contributes to a save and productive environment through personal action as appropriate.	
6. QUALITY of WORK Performs work with a minimum of errors and is willing to take the initiative to maintain the highest standards.	

Performance Qualities | Rating

7. VERSATILITY and INITIATIVE to OPTIMIZE

Is versatile and efficient in performing a variety of assigned tasks within a reasonable amount of time; ambitious enough to seek new training and strategies to increase production.

8. ATTITUDE and LOYALTY

Demonstrates a positive attitude toward his/her work and is loyal to the employer, its leadership and fellow employees; is committed to the district's mission and supports initiatives, even in difficult times, while remaining courteous and optimistic for all the best possible results.

9. PROFESSIONALISM

Is professional at all times while reflecting a sense of urgency in meeting school directives; pursues professional development through an Individual Professional Development Plan as approved by the Local Professional Development Committee.

10. ATTENDANCE

Is prompt and consistent with reporting to work; follows work schedule.

11. APPEARANCE and DEMEANOR

First impression employee makes on others is positive; reflects an understanding of dress and grooming appropriateness for the assignment.

12. GENERAL BEHAVIOR

Employee exhibits behavior which is appropriate for school personnel; Reflects appearance and actions in the school and community which are suitable for those working with and around students.

PERFORMANCE COMMENTS:

Commendations:

Recommendations:

I have met with the named employee and discussed this performance appraisal including my comments listed under the Recommendations and Commendations section.

I have read this performance appraisal.

My signature does not imply concurrence with ratings or comments.

I understand this document will be placed in my personnel file and that I am entitled to a copy for my personnel records.

Printed Evaluator Name

Printed Employee Name

Evaluator's Signature

Employee's Signature

Date

Date

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ORRVILLE CITY SCHOOL DISTRICT BOARD OF EDUCATION
AND
THE EDUCATION ASSOCIATION OF ORRVILLE

This Memorandum of Understanding ("MOU") is entered into this 26th day of February, 2026, between the Orrville City School District Board of Education (the "Board"), by and through its duly-authorized Superintendent and the Education Association of Orrville (the "Association") (the "Association") by and through its duly-authorized President (collectively the "Parties").

WHEREAS, The Board and the Association are parties to a collective bargaining agreement (the "Negotiated Agreement"), which is effective from July 1, 2023, through June 30, 2026: and

WHEREAS, Article 7 - *Teacher Welfare and Working Conditions*, Section H - *Teacher Evaluation*. Paragraphs B and C of the Negotiated Agreement discuss the procedures for evaluating certified/licensed staff including those teachers where less than 50% of their time in providing content related student instruction and those teachers where 50% or more of their time is providing content related student instruction, respectively; and

WHEREAS. with respect to those teachers who spend 50% or more of their time providing content related student instruction. Article 7 - *Teacher Welfare and Working Conditions*, Section H - *Teacher Evaluation*. Paragraph C of the Negotiated Agreement states as follows:

> *For those bargaining unit members where 50% or more of their time is providing content related student instruction, evaluations shall be completed pursuant to the Ohio Teacher Evaluation System. The District has developed an Orrville City Schools OTES 2.01 Handbook ("OTES Handbook") which is to be updated annually. Any annual changes to the OTES Handbook will be incorporated in this Agreement when made and shall be applicable to those bargaining unit members with 50% or more student contact time. To the extent any provision of this section is inconsistent with the OTES Handbook, the OTES Handbook shall prevail; and*

WHEREAS, the Board has conducted research on the process for evaluating teachers and believes that the Ohio Evaluation System is more efficient, ensures efficacy with regard to timelines, and preserves Association Members' high quality student data for seamless transition across administrators; and

WHEREAS, the Board has proposed to the Association that the Parties implement a Teacher Evaluation Pilot Project during the 2026-2027 school year to solely utilize the Ohio Evaluation System for up to ten (10) teachers who spend 50% or more of their time

providing content related student instruction, and the Association has expressed interest in the Teacher Evaluation Pilot Project; and

WHEREAS, the Board and the Association desire to enter into this MOU to address the issues set forth above.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Parties shall develop a Teacher Evaluation Pilot Project that will be implemented during the 2026-2027 school year. The Parties agree that:

    a. The Board will conduct evaluations during the 2026-2027 school year utilizing the Ohio Evaluation System for up to ten (10) Association Members.

    b. Association Members will be provided with the opportunity to volunteer to participate in the Teacher Evaluation Pilot Project. Below are the procedures that will be followed:

        i. A time-stamped Google form shall be utilized for Association members to sign up to be a part of the Pilot Project

        ii. Ii. Any teacher rated developing, below, on an improvement plan or first-year teachers shall not participate in the Project.

        iii. The Board shall select up to ten (10) teachers as follows:

            a) Up to three (3) teachers will be selected from Orrville Elementary School.

            b) Up to four (4) teachers will be selected from Orrville Middle School.

            c) Up to three (3) teachers will be selected from Orrville High School.

    c. Upon completion of the Teacher Evaluation Pilot Project, participating teachers will be provided with a one-time stipend in the amount of two-hundred fifty dollars ($250.00).

2 The Parties understand and agree that the terms of this MOU shall prevail over any contrary terms in the Negotiated Agreement. All other provisions in the Negotiated Agreement shall remain in full force and effect as written, and the Parties acknowledge that any subsequent changes to the Negotiated Agreement or any successor agreement must be accomplished through bargaining in accordance with Ohio law.

3 This MOU shall set no precedent in any other matter between the Parties and shall not be referred to by any party in any other matter unrelated to this MOU or in regard to any other employee issues.

4 This MOU constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by the Parties.

5 This MOU shall be effective upon its adoption by both the Board and the Association's Executive Committee and shall continue until such time as a successor agreement is duly ratified by the respective memberships of both the Board and the Association.

6 The representatives of the Board and the Association affirm that they have full authority to execute this MOU for their respective parties.

IN WITNESS WHEREOF, the Parties below identified representatives, having been duly authorized by their respective organizations, enter into this MOU on the date set forth below.

On behalf of the Orrville City School District Board of Education	On behalf of the Education Association of Orrville
Name:	Name:
Title:	Title:
Date: 2/26/26	Date: 2-26-26